



Berryville Town Council

MEETING AGENDA

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

September 9, 2025

7:00 PM

Item

Page

1. Call to Order

2. Pledge of Allegiance

3. Approval of Agenda

4. Presentations/Awards and Recognitions

5. Public Hearings

Public Hearing- Special Use Permit- Home Occupation- Renzi 308 Breckinridge Ct

Public Hearing- Special Use Permit- Contractors Establishment With Outdoor Storage-
Nova Power Systems, Inc 3 Cattlemans Ln

Public Hearing- Proposed Amendment of the Fiscal Year 2026 Budget

6. Discussion of Public Hearing Items

7. Citizens' Forum

8. Consent Agenda

Work Session Final Draft Minutes June 30, 2025

Town Council Meeting Final Draft Minutes July 8, 2025

Town Council Special Meeting Draft Minutes July 29, 2025

9. Unfinished Business

10. New Business

11. Council Member Reports

Mayor

Resolution recognizing the service of Rick Boor, Director of Public Works

Announcement of Names of Candidates under Consideration for Appointment as
Ward 2 Councilmember

Vice Mayor

Ward 1

Ward 2

Ward 3

Ward 4

12. Staff Reports

Public Works

Public Utilities

Police Department

Community Development

Administration and Finance

Proposed Charge Off of Delinquent Personal Property Taxes for Tax Year 2019

Deputy Town Manager

Request from Glo Fiber regarding Pavement Restoration Standards

Town Manager

Establish date and time of Trick-or-Treating

Set Special Meeting for September 24, 2025 at 3:30 p.m.

13. Committee Updates

Budget and Finance

Community Development

Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

14. Closed Session

The Council of the Town of Berryville will conduct a closed session in accordance with §2.2-3711.A.1 Consideration of prospective candidates for appointment to the Town Council and Section 2.2-3711.A.1 for discussions related to appointment of a Town Attorney.

15. Adjourn

Item Title

Public Hearing – Special Use Permit – Home Occupation

Prepared By

Terry Russell

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

Background/History/General Information

The applicant was granted a Special Use Permit for a Home Occupation by the Town Council at its meeting on September 10, 2024. Mr. Renzi offers private and small group fitness sessions not exceeding 6 participants at his home located on Breckinridge Court. He is requesting that the hours of operation be changed.

Hours of Operation

The applicant is requesting that the hours of operation be changed to Monday through Friday 9:00 a.m. to 1:00 p.m., and 6:00 p.m. to 8:00 p.m. all year round; and that Saturday hours be eliminated.

Parking

The Special Use Permit provides for no more than two client parking spaces on-site. Mr. Renzi has permission from Martin's for his clients to park in their parking lot.

Signage

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

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

Section 503 of the Berryville Zoning Ordinance regulates special use permits. The Council may impose any conditions deemed appropriate in the public interest to secure compliance with the provisions of the ordinance. Once a special use permit is granted, the use shall not be enlarged,

extended, increased in intensity or relocated unless authorized by the Council. The authorized activities shall be established within two (2) years of the date of approval with an extension of one (1) additional year with Council approval, or such special use permit shall expire without notice.

Adjacent Zoning

The adjacent property is zoned DR-4 Detached Residential.

Schedule/Deadlines

At its meeting on July 8, 2025, the Town Council set a public hearing for its meeting to be held on September 9, 2025. The Planning Commission held a public hearing August 26, 2025.

Findings/Current Activity

Public hearing notices were published in the Winchester Star on Tuesday, August 26 and Tuesday, September 2, 2025. Adjacent property owners were notified via first class mail.

The Planning Commission held a public hearing on August 26, 2025. There were no public speakers. The Commission voted 5-0, with 1 abstention and one Commissioner absent, to recommend that the Town Council approve the amendment of conditions as requested by the applicant.

Discussion

The applicant is requesting that the hours of the fitness classes be changed, therefore, the condition regarding hours of operation would change as follows:

- Hours of operation from 9:00 a.m. to ~~12:00~~ 1:00 p.m. ~~on Mondays, Wednesdays, and Fridays from June through August;~~ 6:00 p.m. until 8:00 p.m. ~~on Mondays and Wednesdays from September through May; and Tuesday and Thursday evenings from 6:30 p.m. until 8:00 p.m. and Saturdays from 10:00 a.m. until 12:00 noon throughout the year~~ Monday through Friday;

Recommendation

Approve SUP 03-24 with amended conditions as presented.

Sample Motion

I move that the Council of the Town of Berryville approve an amendment to Special Use Permit SUP 03-24 to operate a home occupation (fitness classes) at the property located at 308 Breckinridge Court with conditions as follows:

- No more than six (6) clients per session;
- All activities must take place within the structure with the garage door and windows closed;
- No noise from business-related activities may be detected off site;
- Hours of operation from 9:00 a.m. to 1:00 p.m., and 6:00 pm to 8:00 pm on Monday through Friday.
- Signage shall be limited to a nameplate no more than two square feet per Section 315.5(a) of the Berryville Zoning Ordinance;
- Special Use Permit 24-03 shall be revoked if the off-site parking agreement with Martin's is not maintained;
- On-street parking related to business activities at 308 Breckinridge Court is prohibited; and
- A maximum of two (2) clients parking on-site.

Attachments:

- Public Hearing Notice published in the Winchester Star on Tuesday, August 26, 2025 and Tuesday, September 2, 2025
- Application
- Vicinity map
- Site plan
- September 10, 2024 Approval
- Section 315 Home Occupations, Home Offices of the Berryville Zoning Ordinance

BERRYVILLE TOWN COUNCIL PUBLIC HEARING NOTICE

The Berryville Town Council will hold the following public hearings at 7:00 p.m., or as soon after as these matters may be heard, on **Tuesday, September 9, 2025**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

1) Proposed amendment to Fiscal Year 2026 Budget

<u>Resources and Revenues</u>	6/12/2025 APPROVED FY 25-26	PROPOSED AMENDMENT FY 25-26
GENERAL FUND		
Fund Balance	\$ 535,000.00	\$ 635,000.00
Revenue from Local Sources	\$ 4,250,000.00	\$ 4,250,000.00
Revenue from State Sources	\$ 1,182,167.00	\$ 1,182,167.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
Total	\$ 5,968,167.00	\$ 6,068,167.00
WATER FUND		
Fund Balance	\$ 0.00	\$ 150,000.00
Revenue from Local Sources	\$ 6,833,250.00	\$ 6,833,250.00
Availability Fees	\$ 172,000.00	\$ 172,000.00
Total	\$ 7,005,250.00	\$ 7,155,250.00
SEWER FUND		
Fund Balance	\$ 390,000.00	\$ 690,000.00
Revenue from Local Sources	\$ 2,255,500.00	\$ 2,255,500.00
Availability Fees	\$ 184,680.00	\$ 184,680.00
Total	\$ 2,830,180.00	\$ 3,130,180.00
TOTAL RESOURCES AND REVENUES	\$ 15,803,597.00	\$ 16,353,597.00
<u>Expenses and Reserves</u>		
GENERAL FUND		
Maintenance and Operational	\$ 4,737,425.00	\$ 4,737,425.00
Debt Service	\$ 121,476.00	\$ 121,476.00
Capital Reserves and Expenses	\$ 967,143.25	\$ 1,067,143.25
Contingency	\$ 142,122.75	\$ 142,122.75
Total	\$ 5,968,167.00	\$ 6,068,167.00
WATER FUND		
Maintenance and Operational	\$ 1,248,510.00	\$ 1,248,510.00
Debt Service	\$ -	\$ -
Capital Reserves and Expenses	\$ 5,719,284.70	\$ 5,869,284.70
Contingency	\$ 37,455.30	\$ 37,455.30
Total	\$ 7,005,250.00	\$ 7,155,250.00
SEWER FUND		
Maintenance and Operational	\$ 1,615,180.00	\$ 1,615,180.00
Debt Service	\$ 470,000.00	\$ 470,000.00
Capital Reserves and Expenses	\$ 699,544.60	\$ 999,544.60
Contingency	\$ 45,455.40	\$ 45,455.40
Total	\$ 2,830,180.00	\$ 3,130,180.00
TOTAL EXPENSES AND RESERVES	\$ 15,803,597.00	\$ 16,353,597.00

2) Proposed Special Use Permit 3 Cattleman's Lane

Nova Power Systems, Inc., is requesting a Special Use Permit in order to allow a contractor's establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 3 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17, zoned L-1 Industrial. SUP 01-25

3) Proposed amendment to Special Use Permit 308 Breckinridge Court

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

Copies of the materials may be examined at www.berryvilleva.gov and the Town Business Office, Berryville/Clarke County Government Center 101 Chalmers Court, First Floor, Berryville, Virginia during regular business hours. Additional information on item 1 may be obtained by calling Director of Finance/Treasurer Cindy Poulin at (540) 955-1099. Additional information on items 2 and 3 may be obtained by calling Community Development Director Terry Russell at 540 955-4081.

Any person desiring to be heard regarding the above matter should appear at the appointed time and place. Written copies of statements at public hearings are requested, but not required.

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

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

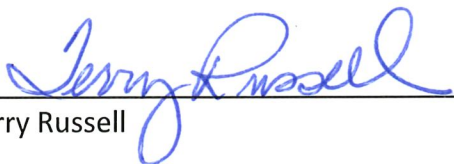
AFFIDAVIT:

Mailing of Public Hearing Notices to Adjacent and Affected Property Owners

I, Terry Russell, Community Development Director for Berryville, Virginia, hereby attest and certify that on August 28, 2025, I did cause to be mailed by First Class U.S. Mail, notices of the **September 9, 2025** Town Council Public Hearing as follows:

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

Sent to all adjacent property owners, mailed to their last known address as shown on the real estate tax lists of Clarke County and/or the Town of Berryville. The notice and complete mailing list are attached to this document.


Terry Russell

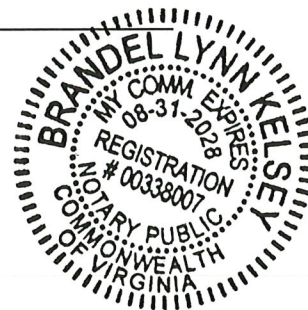
STATE OF VIRGINIA
COUNTY OF CLARKE, to wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Terry Russell, whose name is signed to the foregoing instrument, bearing the date of Sept 3rd, 2025, has this day personally appeared before me and acknowledge the same in the County of Clarke, Virginia.

Given under my hand this 3rd day of Sept.

Notary Public Brandel L Kelsey

My Commission Expires 01/31/28



Satwinder Singh
311 Breckenridge Ct.
Berryville, VA 22611

Brian & Mary Jo Davis
309 Breckenridge Ct.
Berryville, VA 22611

Robert & April Wilkerson
307 Breckenridge Ct.
Berryville, VA 22611

Sherri Lupetin Alicia Shannon
305 Breckenridge Ct.
Berryville, VA 22611

Grace Ross
301 Breckenridge Ct.
Berryville, VA 22611

Suzanne Carole Trumbo
303 Breckenridge Ct.
Berryville, VA 22611

John & Christine Bartosiewicz
300 Breckenridge Ct.
Berryville, VA 22611

David Anderson & Amanda
302 Breckenridge Ct.
Berryville, VA 22611

Douglas Ritchey
304 Breckenridge Ct.
Berryville, VA 22611

Alejandro Arroyo Macedo
306 Breckenridge Ct.
Berryville, VA 22611

Kristen Kizer
310 Breckenridge Ct.
Berryville, VA 22611

David Cortes Gunning
305 Pickett Ct.
Berryville, VA 22611

Kristina Marsten & C Maddox
303 Pickett Ct.
Berryville, VA 22611

Properites by G&R Gilkison
540 White Pine Lane
Boyce, VA 22620

Town of Berryville
101 Chalmers Court – Suite A
Berryville, Virginia 22611
Phone: (540) 955-4081 Fax: (540) 955-4524 E-mail: planner@berryvilleva.gov

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: June 30, 2025

Applicant's Name: Matthew + Deborah Renzi

Applicant's Address: 308 Breckinridge Ct Berryville VA 22611

Use Applied For: Change of hours for Berryville Mung Thai

At the following address: 308 Breckinridge Ct, Berryville VA 22611

Special Conditions: Change hours to Monday - Friday to 9am-1pm
and 6pm-8pm

Property Owner's Name: Matthew + Deborah Renzi

Property Owner's Address: 308 Breckinridge Ct 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: 6/30/2025

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: 6/30/2025

TO BE COMPLETED BY ZONING ADMINISTRATOR

Special Use: HOME OCCUPATION Zone: DR-4

Street Address: 308 BRECKINRIDGE CT. Tax Map #: 14A7-(22)-64

Special Use Permit Fee: \$300.00 Paid: _____

Site Plan Fee: _____ Paid: _____

Signature of Zoning Administrator: [Signature] Date: 7-1-25

July 17, 2025 Hours and
clients

Terry Russell

From: Matthew Renzi <berryvillemuaythai@gmail.com>
Sent: Thursday, July 17, 2025 3:57 PM
To: Terry Russell
Subject: Re: Special Use Permit

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Terry,

The hours request change is to remove Saturday hours, amend private and small group private lessons of no more than 4 people including myself to 9am-1pm Monday thru Friday throughout the year and amend Class times to Monday-Friday 6-8 with no more than 7 people including myself. Let me know if any more clarification is needed.

Thanks,
Matt

On Thu, Jul 17, 2025, 2:17 PM Terry Russell <planner@berryvilleva.gov> wrote:

Matt, Do you have the information I requested regarding your Special Use Permit? I will be sending information to the Planning Commission shortly and I would like to include the details of # of students and times I mentioned in my email earlier this week. Thanks, Terry

Terry Russell

Community Development Director

Town of Berryville

101 Chalmers Court, Suite A

Berryville, VA 22611

540-955-4081

Parking Lot Usage Agreement

This agreement outlines the terms between Martins and Berryville Muay Thai regarding the use of the Martins parking lot for private and small group lessons.

Parties Involved

- Martins: Owners and operators of the parking lot.
- Berryville Muay Thai: An organization providing martial arts instruction.

Agreement Terms

Berryville Muay Thai is granted permission to use the Martins parking lot for conducting private and small group lessons under the following conditions:

- Permitted Hours: Lessons may only be conducted between the hours of 9:00 AM and 1:00 PM, and 6:00 PM and 8:00 PM.
- Purpose: The parking lot may only be used for private and small group Muay Thai lessons. No other activities are permitted.
- Responsibility: Berryville Muay Thai is responsible for ensuring the safety and conduct of its instructors and students during the permitted hours.
- Cleanliness: Berryville Muay Thai must ensure the parking lot is left clean and free of any debris after each lesson.
- Liability: Berryville Muay Thai assumes all liability for any injuries or damages that occur during its use of the parking lot.

Duration

This agreement is valid from June 11, 2025, and may be terminated by either party with a 30-day written notice.

Acknowledgement and Signature

By signing below, Berryville Muay Thai acknowledges and agrees to these terms.

Item	Description
Location	Martins Parking Lot
Authorized User	Berryville Muay Thai
Permitted Hours	9:00 AM - 1:00 PM and 6:00 PM - 8:00 PM
Effective Date	June 11, 2025

Martins Representative Signature

Printed Name: Wardlaw W. Dolsen Signature: [Signature]

Date: 6-11-25

Berryville Muay Thai Operation Agreement

This agreement outlines the operational hours for Berryville Muay Thai, agreed upon by the surrounding neighbors.

Agreement for Operation Hours

This document serves to confirm the agreement of neighbors to the operational hours of Berryville Muay Thai at 308 Breckinridge Ct, Berryville VA 22611 for private and group lessons. All neighbors who sign this document agree to the operation of Berryville Muay Thai under the following terms:

Operational Hours

1. Private and Private Small Group Lessons:
 - o Monday to Friday: 9:00 AM - 1:00 PM
2. Private and Group Lessons (Maximum 7 Members)
 - o Monday to Friday: 6:00 - 8:00 PM
3. Private and Private Small Group Lessons:
 - o Saturday: 10 - 12 AM

Conditions of Agreement

- o The hours of operation listed above are agreed upon for the use of Berryville Muay Thai at the specified location.
- o Group lessons shall not exceed 7 members per session during the evening hours of 6:00 PM - 8:00 PM.
- o All parties signing this document acknowledge that they have read and understood the terms of this agreement.

Signatures

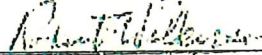
Please sign below to indicate your agreement to the operational hours for Berryville Muay Thai.

Printed Name:

Signature:

Date:

Alex Arroyo  6/11/25

Robert Williams  6/11/25

Kristen Kizer  6-11-25

Justina Maddox  6-11-25

Brian Davis  6-11-25

To Whom it may concern,

We hope this message finds you well. We are writing to request a change of hours for Berryville Muay Thai at 308 Breckinridge Ct. Our goal is to continue to foster and grow our small community and work towards owning our own commercial space.

We intend to use the extended hours for private and small group lessons during the morning weekday hours as our current hours limit us to morning private lessons during summer hours only.

We request that the hours be adjusted to Monday thru Friday 9am-1pm and 6pm to 8pm alongs with Saturdays from 10-12 all year round. This will allow our members to have more flexibility for scheduling private and small group lessons throughout the year. We will continue to have the members park in the Martins parking lot at 409 North McNeil Rd with our continued standing agreement during session times to limit the traffic in and out of the neighborhood.

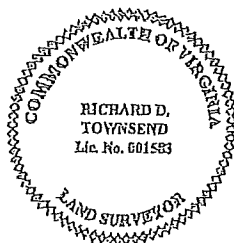
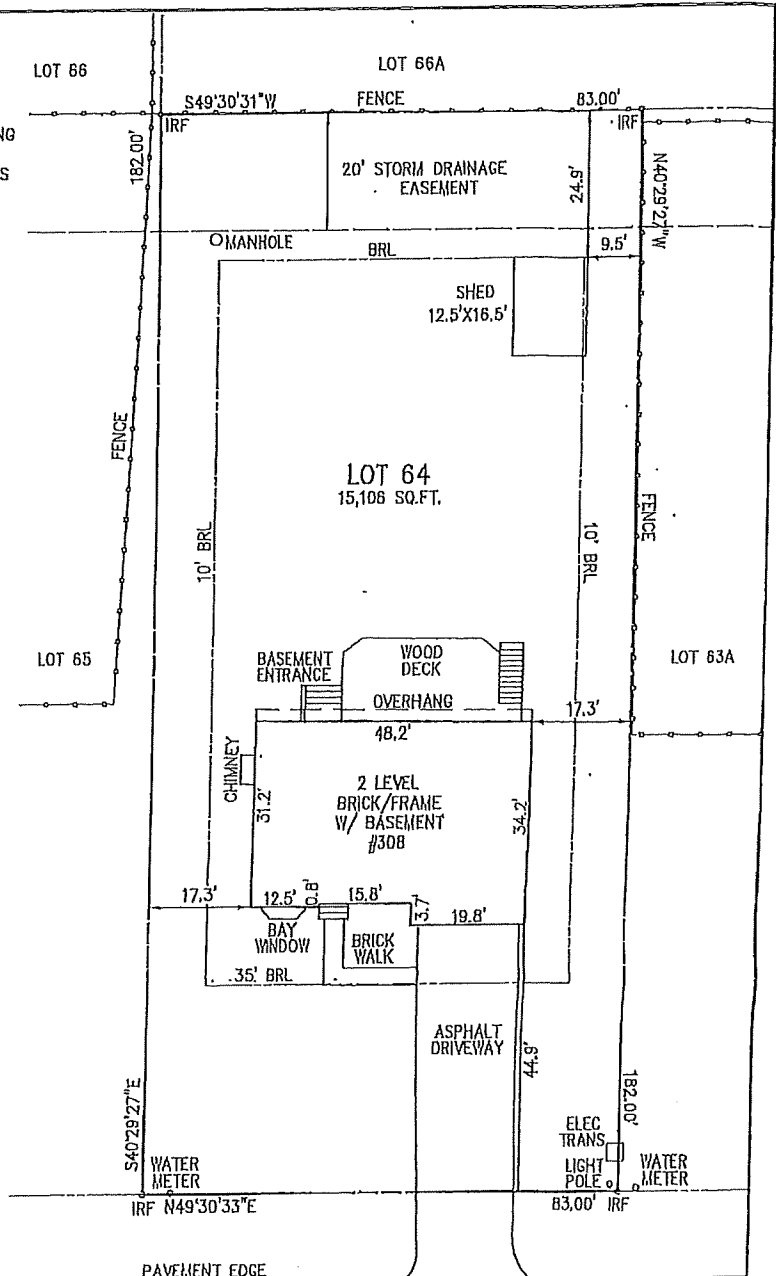
To ensure the comfort and safety of our clients during the summer and winter hours, portable heaters and a portable AC unit have been installed into the garage to handle the extreme temperatures. Sound proofing has also been installed to prevent any noise that may emanating from the garage space. The garage doors will continue to remain shut during hours of operation and members will enter and exit through the front door.

Sincerely,

Matthew and Deborah Renzi

NOTES:

1. FENCE LOCATIONS, IF SHOWN, ARE APPROXIMATE ONLY AND DO NOT CERTIFY AS TO OWNERSHIP.
2. ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FLOOD INSURANCE RATE MAP, THE HOUSE SHOWN HEREON APPEARS TO BE IN ZONE; "X"
3. NO TITLE REPORT FURNISHED, PLAT SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.
4. METES AND BOUNDS AND MERIDIAN SHOWN WERE TAKEN FROM DEEDS OF RECORD.
5. IRF = IRON ROD FOUND,
BRL = BUILDING RESTRICTION LINE



BRECKINRIDGE COURT
(50' R/W)

HOUSE LOCATION SURVEY
LOT 64 - PHASE 1A2
BATTLEFIELD ESTATES
TOWN OF BERRYVILLE
CLARKE COUNTY, VIRGINIA
SCALE: 1"=20' DATE: 07-28-2022

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE POSITIONS OF ALL THE EXISTING IMPROVEMENTS HAVE BEEN CAREFULLY ESTABLISHED BY A TRANSIT TAPE SURVEY AND UNLESS OTHERWISE SHOWN THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY LINE.

CERTIFIED LAND SURVEYOR



SCHOOLS & TOWNSEND, P.C.

ENGINEERS - SURVEYORS
9252 MOSBY STREET • MANASSAS, VIRGINIA 20110
703-368-8001 • WWW.SCHOOLSANDTOWNSEND.COM

PARCEL IDENTIFICATION #: 14A7-2-64

OWNER OF RECORD: CURTIS (D.B. 631 PG. 581)

CASE NAME: POTOMAC TITLE

DRFT. BY: EV

WD#: 4-22-637

FB. 749 PG. 37

CHKD. BY: AC

Berryville – Clarke County
Government Center
101 Chalmers Court, Suite A
Berryville, VA 22611



[T] 540/955-1099
[F] 540/955-4524
[E] info@berryvilleva.gov
www.berryvilleva.gov

BERRYVILLE
EST. 1798 *Genuine* VIRGINIA

September 11, 2024

Matthew and Deborah Renzi, via email
308 Breckinridge Ct.
Berryville, VA 22611

Dear Matthew and Deborah:

The Berryville Town Council, at their meeting held on September 10, 2024, held a public hearing for the following request:

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

Town Council approved the request with the following conditions:

- No more than six (6) clients per session;
- All activities must take place within the structure with the garage door and windows closed;
- No noise from business-related activities may be detected off site;
- Hours of operation from 9:00 a.m. to 12:00 p.m. on Mondays, Wednesdays, and Fridays from June through August; 6:00 p.m. until 8:00 p.m. on Mondays and Wednesdays from September through May; and Tuesday and Thursday evenings from 6:30 p.m. until 8:00 p.m. and Saturdays from 10:00 a.m. until 12:00 noon throughout the year;

(continued)

Harry Lee Arnold, Jr.
Mayor

Erecka L. Gibson
Vice Mayor

Council Members

William Steinmetz
Ward 1

Diane Harrison
Ward 2

Grant Mazzarino
Ward 3

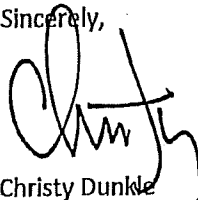
Ryan Tibbens
Ward 4

Keith R. Dalton
Town Manager

- Signage shall be limited to a nameplate no more than two square feet per Section 315.5(a) of the Berryville Zoning Ordinance;
- Special Use Permit 03-24 shall be revoked if the off-site parking agreement with Martin's is not maintained;
- On-street parking related to business activities at 308 Breckinridge Court is prohibited; and
- A maximum of two (2) clients parking on-site.

Please let me know if you have additional questions or if I can be of assistance. I can be reached at planner@berryvilleva.gov or 540 955-4081.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christy', with a stylized flourish at the end.

Christy Dunkle
Community Development Director

Cc: Miranda Dodson, Town Clerk, via email
file

(2/01) **SECTION 315 – HOME OCCUPATIONS, HOME OFFICES**

315.1 INTENT

The Town Council intends to allow Home Occupations and Home Offices in the town to foster economic activity. Through the application of this Ordinance, the Town Council intends to preserve the sanctity, tranquility, value, appearance, and ambiance of the residential neighborhoods, residential units, or residential uses in the Town and to prevent, eliminate, or discontinue home-based businesses that negatively impact residents living near, around, or next to the site of the home-based business.

315.2 ALLOWANCE OF HOME OCCUPATIONS AND HOME OFFICES

- (a) Under the terms of the Section, a Home Office may be conducted by right in any dwelling unit in any residence in the Town.
- (b) Home occupations are allowed in residences either by right or by Special Use Permit as permitted in a given zoning district.
- (c) No such use shall be instituted or maintained unless the Zoning Administrator has first issued a zoning permit for this use.

315.3 ADMINISTRATION AND ENFORCEMENT

- (a) The practitioner of the proposed Home Occupation or Home Office shall file a zoning permit application with the Zoning Administrator. The application shall include a description of the business to be conducted, the square footage of the dwelling unit and the square footage to be used for the Home Occupation or Home Office, and the names and addresses of the proposed owners.
- (b) A Home Occupation or Home Office may be conducted within a dwelling unit or accessory building only so long as the business use remains incidental and secondary to the use of the dwelling unit as a place of residence. The Zoning Administrator shall determine if a Home Occupation or Home Office is not, or stops being, incidental and secondary to the use of the dwelling unit as a place of residence if and when Town officers, or residents living near, around, or next to the dwelling unit used for a Home Occupation or Home Office may hear, see, smell, or detect the existence of this use, in such a manner as alters the residential character of the zoning district in which the Home Occupation or Home Office is located. In making this determination, the Zoning Administrator shall rely on the intent Section of the respective zoning district regulations, the Intent Section of this Article, and any public affidavits filed by such residents. If the Zoning Administrator determines that due to growth or change in the Home Occupation or Home Office, the Home Occupation or Home Office is no longer consistent with this Article and other relevant provisions of this Section, the Zoning Administrator may revoke the zoning permit issued to the person conducting the Home Occupation or Home Office. The person conducting this use shall cease operation after forty-five days written notice mailed by certified mail. During this time period the business owner may apply to the Board of Zoning Appeals for a determination of the Zoning Administrator's decision.

Section 315 – Home Occupations, Home Offices

- (c) The Town Treasurer shall refuse to issue a business license to any person conducting a Home Occupation or Home Office that the Zoning Administrator certifies is in violation of this Article.
- (d) No vested rights shall accrue to any person as to a Home Occupation or Home Office that begins as conforming to this Article and through growth or change becomes inconsistent with this Article and related provisions of this Section.

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

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

- (a) Such use shall be clearly incidental to a dwelling and if located within the dwelling, it must not occupy more than twenty-five (25) percent of the floor area of the principal structure.
- (b) No Home Occupation conducted in any accessory building shall occupy more than four hundred (400) square feet, which area shall be included in the maximum square footage allowed in Section 315.4(a). If located within an accessory building, a landscaping plan must be submitted for review and approval by the Zoning Administrator. If a Special Use Permit is required, the landscaping plan will be reviewed by the Planning Commission.
- (c) Such use shall be carried on by a resident or residents of the premises. No person not a resident on the premises may be employed, nor may there be sub-contracting of any work performed at the premises.
- (d) No stock, commodity, equipment or process shall be used in the Home Occupation which creates noise, vibration, glare, fumes, odors, electromagnetic interference, or radio frequency interference detectable to the normal senses off the lot if the occupation is conducted in a detached single-family residence, or outside the dwelling unit if conducted in an attached residence.
- (e) There shall be no exterior evidence that the building is being used for any purpose other than a dwelling.
- (f) There shall be no motor vehicle regularly operated from the premises that carries advertising.
- (g) All applicable licenses and permits shall be secured and other local, state, and federal requirements satisfied.
- (h) A Town of Berryville business license shall be obtained in accordance with Chapter 9 of the Code of the Town of Berryville (if applicable).
- (i) Home Occupation/Home Office permits shall be automatically renewed annually; however, permit shall be reviewed upon receipt of complaints.

315.5 HOME OCCUPATIONS (12/92)

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

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

Section 315 – Home Occupations, Home Offices

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

315.6 HOME OFFICE

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

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

SECTION 316 – PROVISIONS FOR CUL-DE-SAC LOTS

316 PROVISIONS FOR CUL-DE-SAC LOTS

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

SECTION 317 – KARST FEATURES (07/04)

- 317.1** Prior to the issuance of a Zoning Permit for principal structures or additions thereto on lots in subdivisions for which a Karst Plan has been prepared or lots of record on which karst features have been identified, a geotechnical study shall be conducted at the site of the principle structure or addition to determine the existence of karst features. If karst features are found, a remediation plan shall be prepared by a PE or PG in order to protect the health, safety, and welfare of the occupants of the structure. This remediation plan shall:
- a. provide for mitigation of all karst features and sinkholes, except those identified as Critical Environmental Areas, in accordance with the Virginia Department of Transportation's Location and Design Division Instructional and Informational Memorandum 228 (IIM-LD-228) or other applicable mitigation standard as recommended by a PE or PG and approved by the Town's Engineer and the Town's Zoning Administrator, or
 - b. the applicant shall submit a report prepared by a PE or PG that identifies subsurface conditions within one-hundred (100) feet, or an appropriate distance as determined by the Town Zoning Administrator and Town's Engineer, of the discernable edge of any sinkhole or karst feature and establishes a minimum recommended setback for structures and a minimum recommended ground water protection buffer approved by the Town's Engineer and the Town's Zoning Administrator shall review and approve the report before issuance of said permit. (7/04)

Town Council Agenda Item Report Summary

September 9, 2025

Item Title

Public Hearing – Special Use Permit – Contractor’s Establishment With Outdoor Storage

Prepared By

Terry Russell

Nova Power Systems, Inc., is requesting a Special Use Permit in order to allow a contractor’s establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 3 Cattleman’s Lane, identified as Tax Map Parcel number 14A3-((A))-17, zoned L-1 Industrial. SUP 01-25

Background/History/General Information

Nova Power Systems, Inc. is requesting a Special Use Permit in order to allow outdoor storage with the contractor’s establishment by-right use in the L-1 Industrial Zoning District at the location referenced above. Section 609.2(d) of the Berryville Zoning Ordinance allows for contractor establishment. Outdoor storage for this use is permitted with an approved Special Use Permit under Section 609.3(a).

The Special Use Permit process allows for the ability to set conditions on specific uses and parcels which may include hours of operation, site requirements, and items deemed appropriate as recommended by the administrative body and approved by the governing body.

The parcel is 1.56 acres and is located on the west side of Cattleman’s Lane, a private road owned by Norfolk-Southern Railroad.

There is one building on the parcel. Public water and sewer are on-site.

Nova Power Systems, Inc., is an electrical contractor establishment. It intends to store trailers, trucks, equipment, containers, and materials outdoors on the site.

Schedule/Deadlines

At its meeting on July 8, 2025 the Town Council set a public hearing on this Special Use Permit application for its meeting on September 9, 2025. The Planning Commission held a public hearing on August 26, 2025.

Findings/Current Activity

Public hearing notices were published in the Winchester Star on Tuesday, August 26 and Tuesday, September 2, 2025. Adjacent property owners were notified via first class mail.

The Planning Commission held a public hearing on August 26, 2025. There were no public speakers. The Commission voted 6-0, with one Commissioner absent, to recommend that the Town Council approve the Special Use Permit SUP 01-25 as presented.

Recommendation

Approve Special Use Permit SUP 01-25 as presented.

Sample Motion

I move that the Council of the Town of Berryville approve Special Use Permit SUP 01-25 in order to allow a contractor's establishment with outdoor storage on the property located at 3 Cattleman's Lane, as presented.

Attachments:

- Public Hearing Notice published in the Winchester Star on Tuesday, August 26 and Tuesday, September 2, 2025
- Vicinity Map
- Application
- Site plan
- Section 609 L-1 Industrial District Berryville Zoning Ordinance
- Section 503 Special Use Permit Berryville Zoning Ordinance

BERRYVILLE TOWN COUNCIL PUBLIC HEARING NOTICE

The Berryville Town Council will hold the following public hearings at 7:00 p.m., or as soon after as these matters may be heard, on **Tuesday, September 9, 2025**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

1) Proposed amendment to Fiscal Year 2026 Budget

<u>Resources and Revenues</u>	6/12/2025 APPROVED FY 25-26	PROPOSED AMENDMENT FY 25-26
GENERAL FUND		
Fund Balance	\$ 535,000.00	\$ 635,000.00
Revenue from Local Sources	\$ 4,250,000.00	\$ 4,250,000.00
Revenue from State Sources	\$ 1,182,167.00	\$ 1,182,167.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
Total	\$ 5,968,167.00	\$ 6,068,167.00
WATER FUND		
Fund Balance	\$ 0.00	\$ 150,000.00
Revenue from Local Sources	\$ 6,833,250.00	\$ 6,833,250.00
Availability Fees	\$ 172,000.00	\$ 172,000.00
Total	\$ 7,005,250.00	\$ 7,155,250.00
SEWER FUND		
Fund Balance	\$ 390,000.00	\$ 690,000.00
Revenue from Local Sources	\$ 2,255,500.00	\$ 2,255,500.00
Availability Fees	\$ 184,680.00	\$ 184,680.00
Total	\$ 2,830,180.00	\$ 3,130,180.00
TOTAL RESOURCES AND REVENUES	\$ 15,803,597.00	\$ 16,353,597.00
<u>Expenses and Reserves</u>		
GENERAL FUND		
Maintenance and Operational	\$ 4,737,425.00	\$ 4,737,425.00
Debt Service	\$ 121,476.00	\$ 121,476.00
Capital Reserves and Expenses	\$ 967,143.25	\$ 1,067,143.25
Contingency	\$ 142,122.75	\$ 142,122.75
Total	\$ 5,968,167.00	\$ 6,068,167.00
WATER FUND		
Maintenance and Operational	\$ 1,248,510.00	\$ 1,248,510.00
Debt Service	\$ -	\$ -
Capital Reserves and Expenses	\$ 5,719,284.70	\$ 5,869,284.70
Contingency	\$ 37,455.30	\$ 37,455.30
Total	\$ 7,005,250.00	\$ 7,155,250.00
SEWER FUND		
Maintenance and Operational	\$ 1,615,180.00	\$ 1,615,180.00
Debt Service	\$ 470,000.00	\$ 470,000.00
Capital Reserves and Expenses	\$ 699,544.60	\$ 999,544.60
Contingency	\$ 45,455.40	\$ 45,455.40
Total	\$ 2,830,180.00	\$ 3,130,180.00
TOTAL EXPENSES AND RESERVES	\$ 15,803,597.00	\$ 16,353,597.00

2) Proposed Special Use Permit 3 Cattleman's Lane

Nova Power Systems, Inc., is requesting a Special Use Permit in order to allow a contractor's establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 3 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17, zoned L-1 Industrial. SUP 01-25

3) Proposed amendment to Special Use Permit 308 Breckinridge Court

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

Copies of the materials may be examined at www.berryvilleva.gov and the Town Business Office, Berryville/Clarke County Government Center 101 Chalmers Court, First Floor, Berryville, Virginia during regular business hours. Additional information on item 1 may be obtained by calling Director of Finance/Treasurer Cindy Poulin at (540) 955-1099. Additional information on items 2 and 3 may be obtained by calling Community Development Director Terry Russell at 540 955-4081.

Any person desiring to be heard regarding the above matter should appear at the appointed time and place. Written copies of statements at public hearings are requested, but not required.

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

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

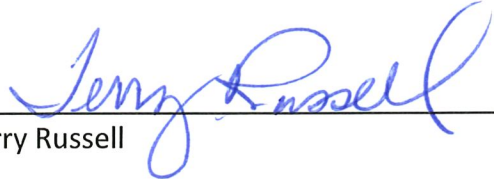
AFFIDAVIT:

Mailing of Public Hearing Notices to Adjacent and Affected Property Owners

I, Terry Russell, Community Development Director for Berryville, Virginia, hereby attest and certify that on August 28, 2025, I did cause to be mailed by First Class U.S. Mail, notices of the **September 9, 2025** Town Council Public Hearing as follows:

Nova Power Systems, Inc., is requesting a Special Use Permit in order to allow a contractor's establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 3 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17, zoned L-1 Industrial. SUP 01-25

Sent to all adjacent property owners, mailed to their last known address as shown on the real estate tax lists of Clarke County and/or the Town of Berryville. The notice and complete mailing list are attached to this document.


Terry Russell

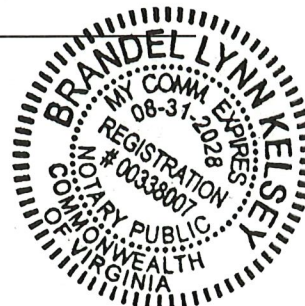
STATE OF VIRGINIA
COUNTY OF CLARKE, to wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Terry Russell, whose name is signed to the foregoing instrument, bearing the date of Sept 3rd 2025, has this day personally appeared before me and acknowledge the same in the County of Clarke, Virginia.

Given under my hand this 3rd day of September.

Notary Public Brandel Lynn Kelsey

My Commission Expires 8/31/2025



Moore & Dorsey Inc
P O Box 152
Berryville, VA 22611

Last Minute LLC
1384 Ellerslie Rd
Berryville VA 22611

Gloria Marie Broy Trust
621 Van Fossen St
Winchester, VA22601

Beach Carpenter Properties
49 Catoctin Cir. SE
Leesburg, VA 20175

Cattlemans Properties
17253 Pickwick Dr
Purcellville, VA 20132

Amanah LLC
12 Cattlemans Lane
Berryville, VA 22611

Michele L. Gibson
4772 Senseny Rd.
Berryville, VA 22611

Ronald & Sandra Combs
501 East Main St
Berryville, VA 22611

Rasul & Patricia Alizade
506 East Main St
Berryville, VA 22611

Bloomfield Farm VA LLC
1528 Lewisville Rd
Berryville, VA 22611

Liliana & Luis Ortiz
510 East Main St
Berryville, VA 22611

Local Wood LLC
49 Catoctin Cir. SE
Leesburg, VA 20175

Local Wood LLC
40 Kimble Rd
Berryville, VA 22611

Shirley Clifford Edward Lewis
336 Stringtown Rd
Berryville, VA 22611

Monica Gina Obregon
417 East Main St.
Berryville, VA 22611

Town of Berryville
101 Chalmers Court – Suite A
Berryville, Virginia 22611
Phone: (540) 955-4081 Fax: (540) 955-4524 E-mail: planner@berryvilleva.gov

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: June 30, 2025

Applicant's Name: NOVA Power Systems, LLC

Applicant's Address: 2405 James Madison Hwy, Haymarket, VA 20169

Use Applied For: Outdoor Storage

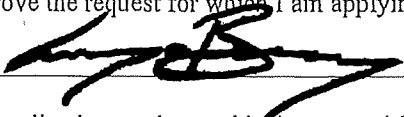
At the following address: 3 Cattlemans Ln, Berryville, VA 22611

Special Conditions: Outdoor storage for electrical contractor establishment, including trailers, trucks, equipment, containers, and materials.

Property Owner's Name: 1881 REAL ESTATE, LLC. Attn: Ben Farahani

Property Owner's Address: 9913 Cyrandall Place Oakton VA 22124

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:  Date: 6/30/25

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: Ben Farahani Date: 6/30/25

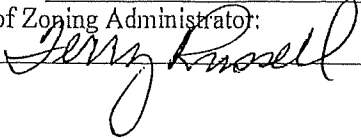
TO BE COMPLETED BY ZONING ADMINISTRATOR

Special Use: OUTDOOR STORAGE Zone: L-1

Street Address: 3 CATTEMAN'S LANE Tax Map #: 14A3-(CA))-17

Special Use Permit Fee: \$2500⁰⁰ Paid: _____

Site Plan Fee: _____ Paid: _____

Signature of Zoning Administrator:  Date: 7-1-25

LEGEND

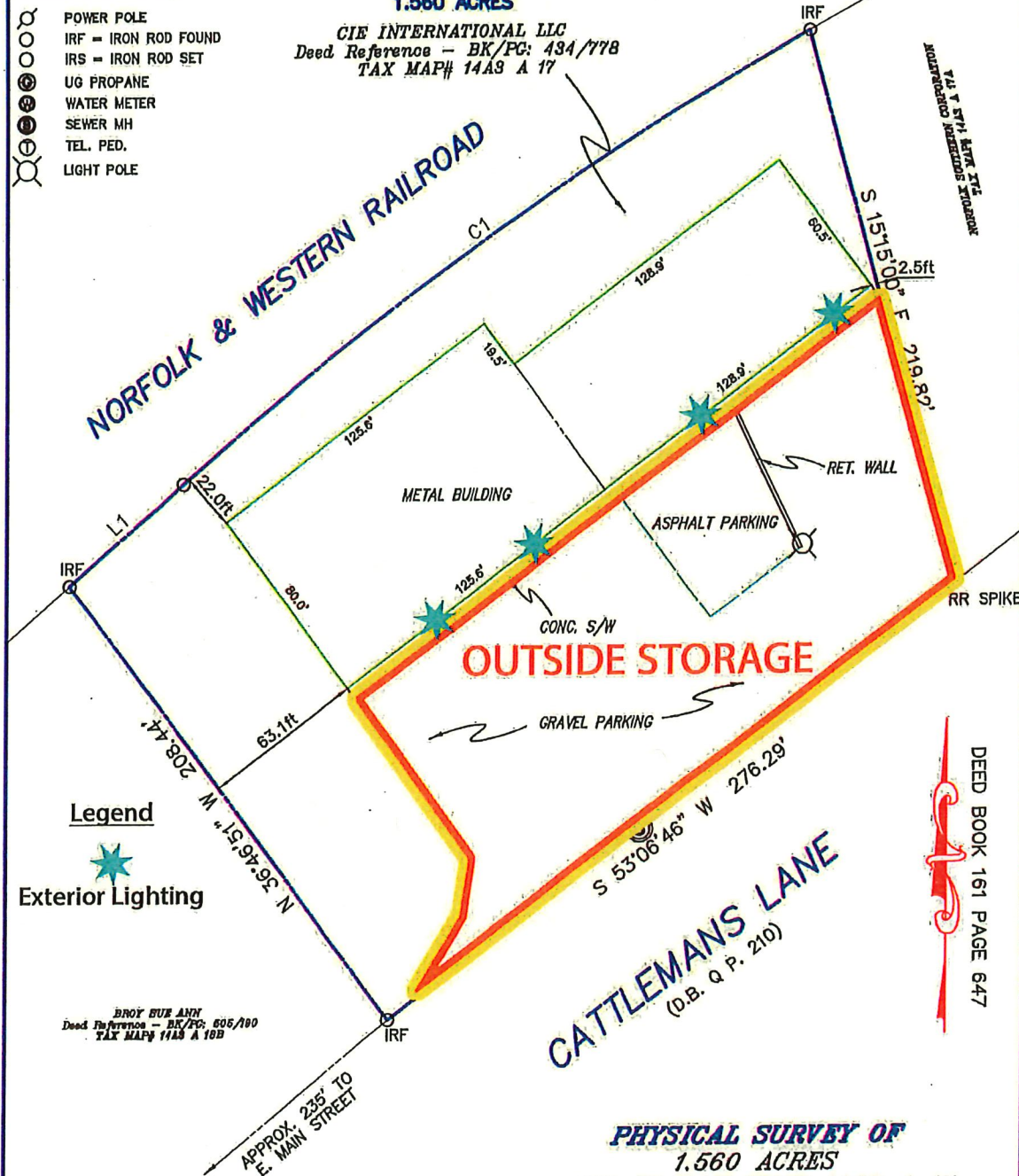
These standard symbols will be found in the drawing.

- POWER POLE
- IRF = IRON ROD FOUND
- IRS = IRON ROD SET
- UG PROPANE
- WATER METER
- SEWER MH
- TEL. PED.
- LIGHT POLE

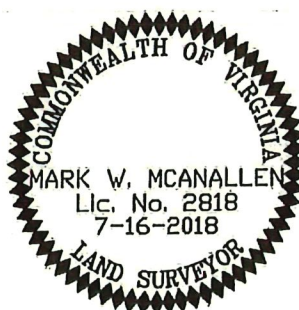
1.560 ACRES

67955 SQ. FT.
1.560 ACRES
CIE INTERNATIONAL LLC
Deed Reference - BK/PG: 434/778
TAX MAP# 14A3 A 17

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1399.40'	298.56'	N 54°46'38" E
S	LINE	BEARING	DISTANCE
	L1	N 48°39'16" E	58.70'



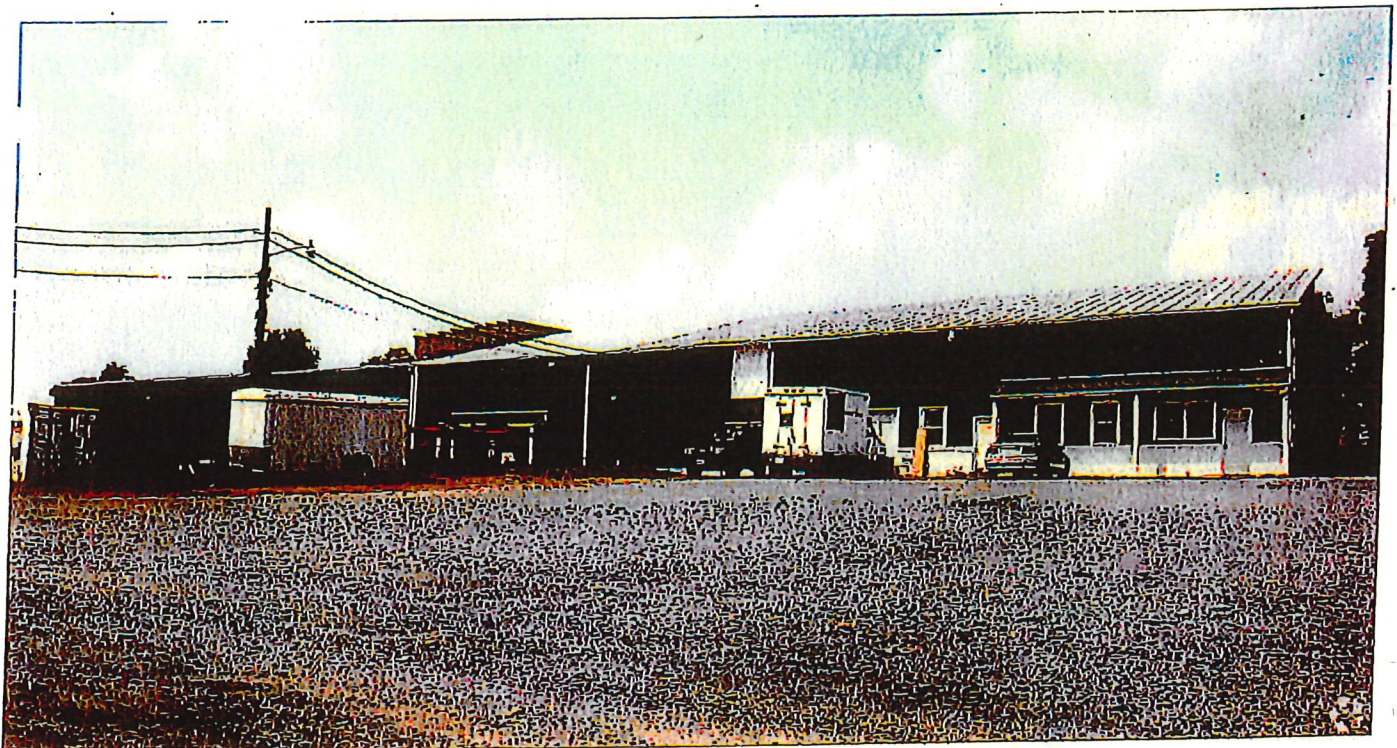
** THIS SURVEY REPRESENTS A PHYSICAL SURVEY ONLY
ALL EXISTING CORNERS FROM THE ORIGINAL SURVEY
WERE MARKED WITH WOODEN STAKES.
A BOUNDARY SURVEY IS REQUIRED IN ORDER TO
RESTORE THE MISSING MONUMENTS.

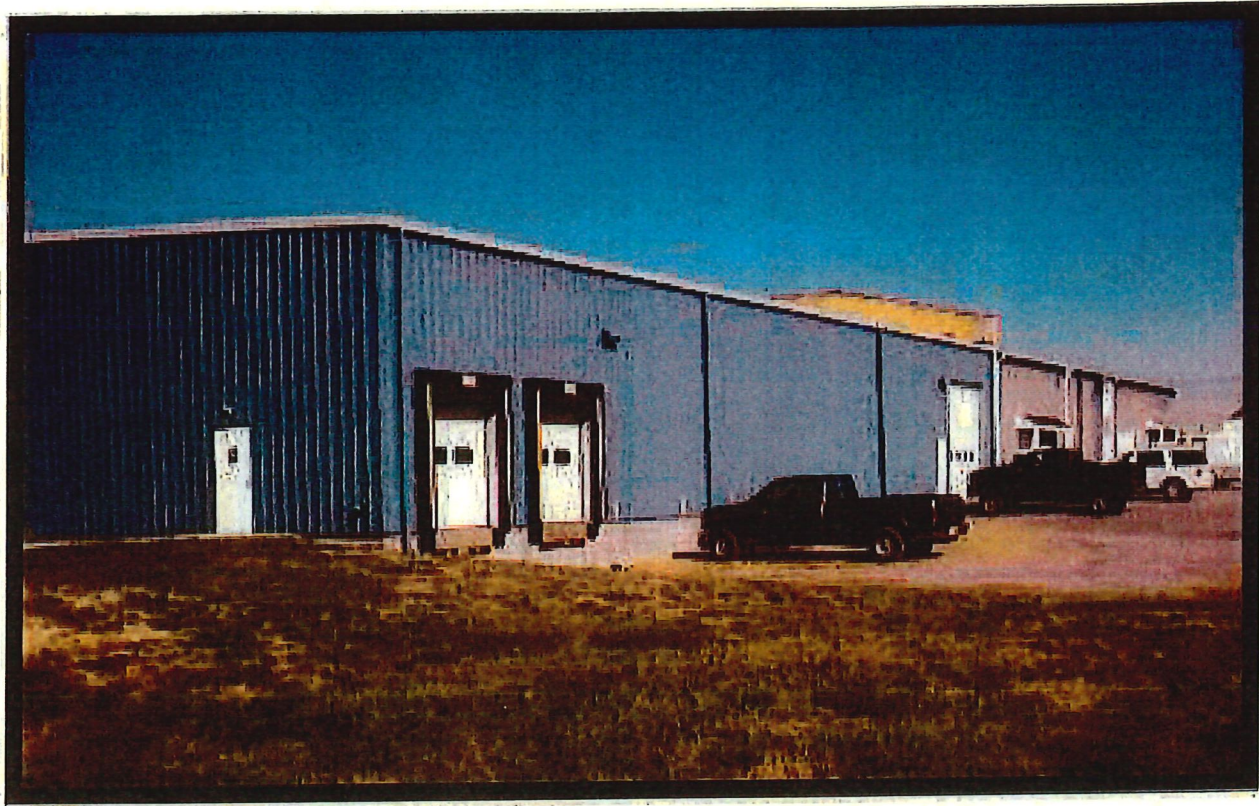


- 1.) NO TITLE REPORT FURNISHED.
- 2.) CURRENT ZONING FOR THIS PARCEL IS COMMERCIAL
- 3.) EASEMENTS & OTHER ENCUMBRANCES NOT SHOWN MAY EXIST.
- 4.) FENCE LOCATIONS, IF SHOWN, ARE APPROXIMATE ONLY AND DO NOT CERTIFY AS TO OWNERSHIP.
- 5.) BOUNDARY INFORMATION SHOWN HEREON WAS OBTAINED FROM RECORD DEED BOOK 161 PAGE 647
- 6.) SETBACKS IF SHOWN ARE TAKEN FROM THE SURVEY OF RECORD, COUNTY ZONING IS SUBJECT TO CHANGE, VERIFY WITH COUNTY FOR ACCURACY.

CEDAR MOUNTAIN LAND SURVEYING

www.cedarmountainlandsurveying.com
CEDAR MOUNTAIN LAND SURVEYING
9278 KIRTLLEY TRAIL, CULPEPER, VA 22701
(640) 718-1776 CMLS@COMCAST.NET

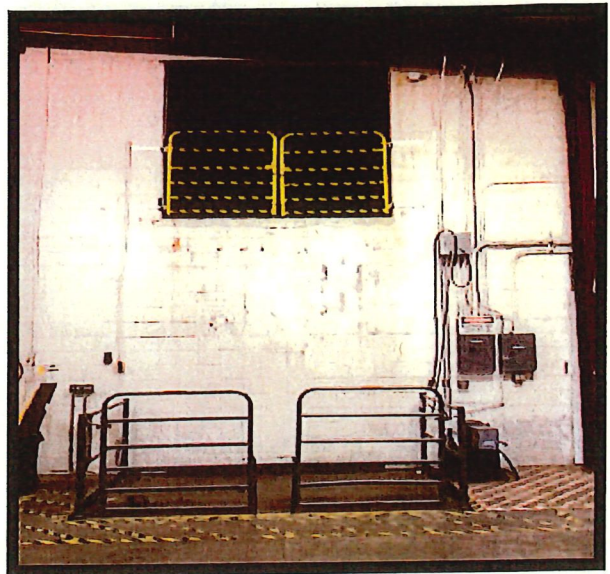




- Approximately 25,600 SF of industrial warehouse /office space on approximately 1.56 Acres located in Clarke County, Virginia
- Original 15,000 SF of warehouse space with hydraulic lift and 6,000 SF of office space
- A 10,000 SF warehouse addition (17-21' ceiling clear height) was later built in 2006
- Entire Building Sprinklered
- Two Dock Doors & One At-Grade Door
- Upstairs Warehouse Area with Lift
- Outside Storage Available
- First Floor-2 Spaces Leased
- Light Industrial Zoning
- Ample Parking
- Easy Access to Routes 7, 340 and Interstate 81



Outside newer 10,000 SF Section



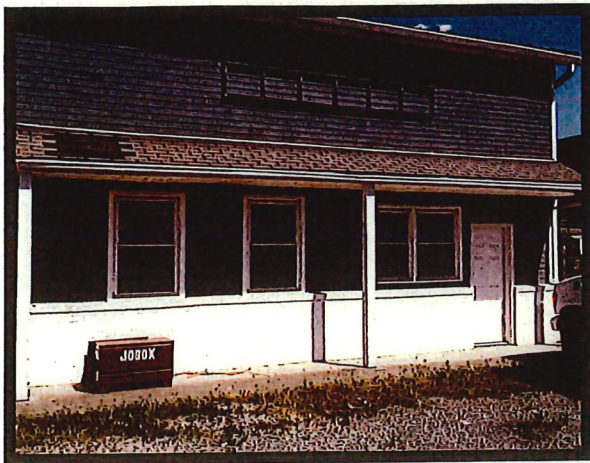
*Lift View from
10,000 SF Warehouse*



10,000 SF Warehouse



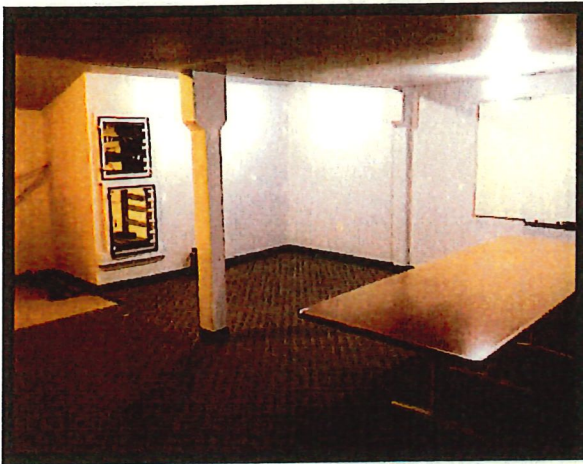
*2,600 SF Warehouse
12 foot Ceiling*



Office Space Front



Office Space with Window Access to 10,000 SF Warehouse



Upstairs Office Space

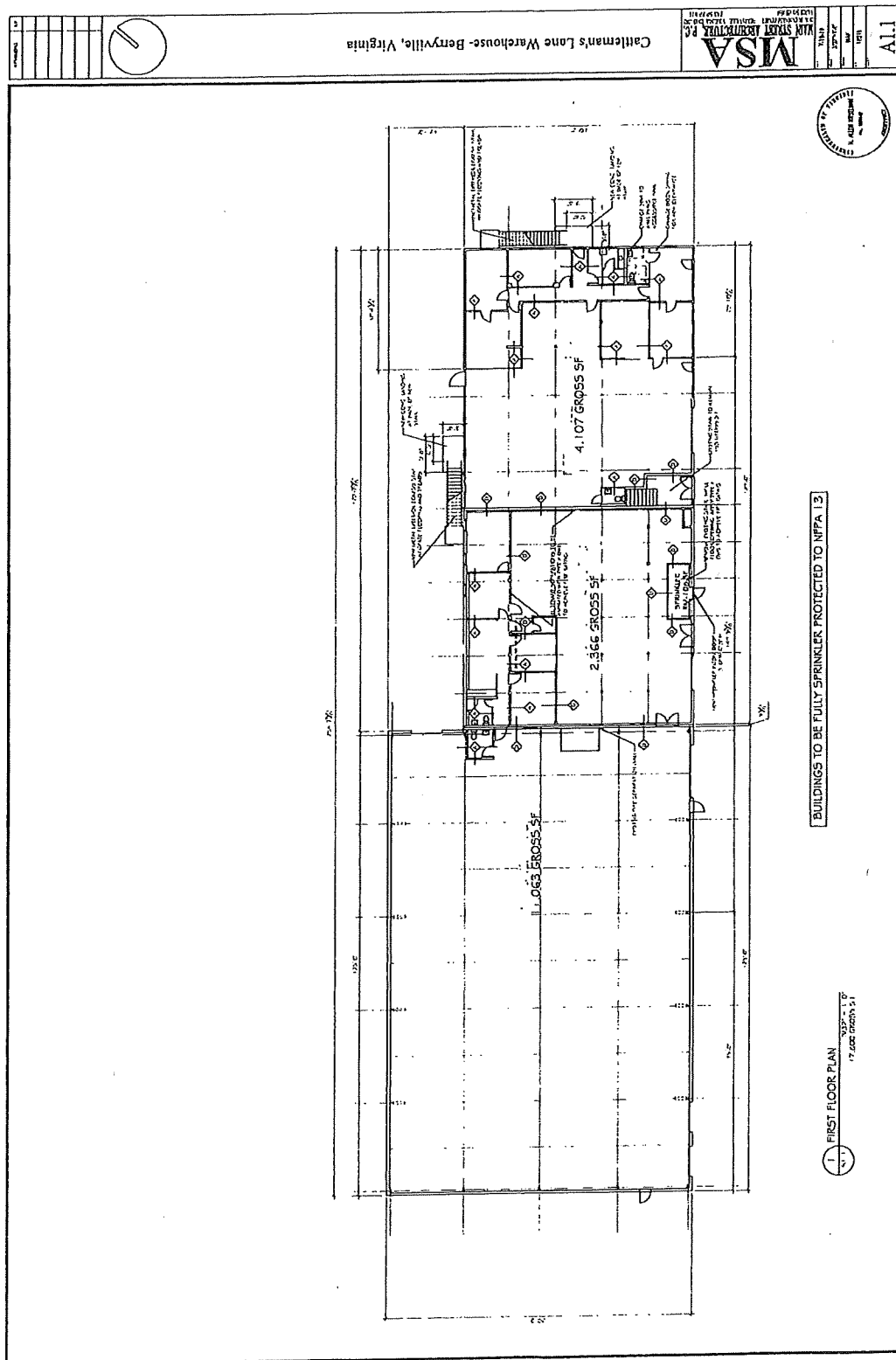


Upstairs Storage Area

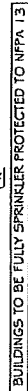


Kitchen with access to offices and both Warehouses

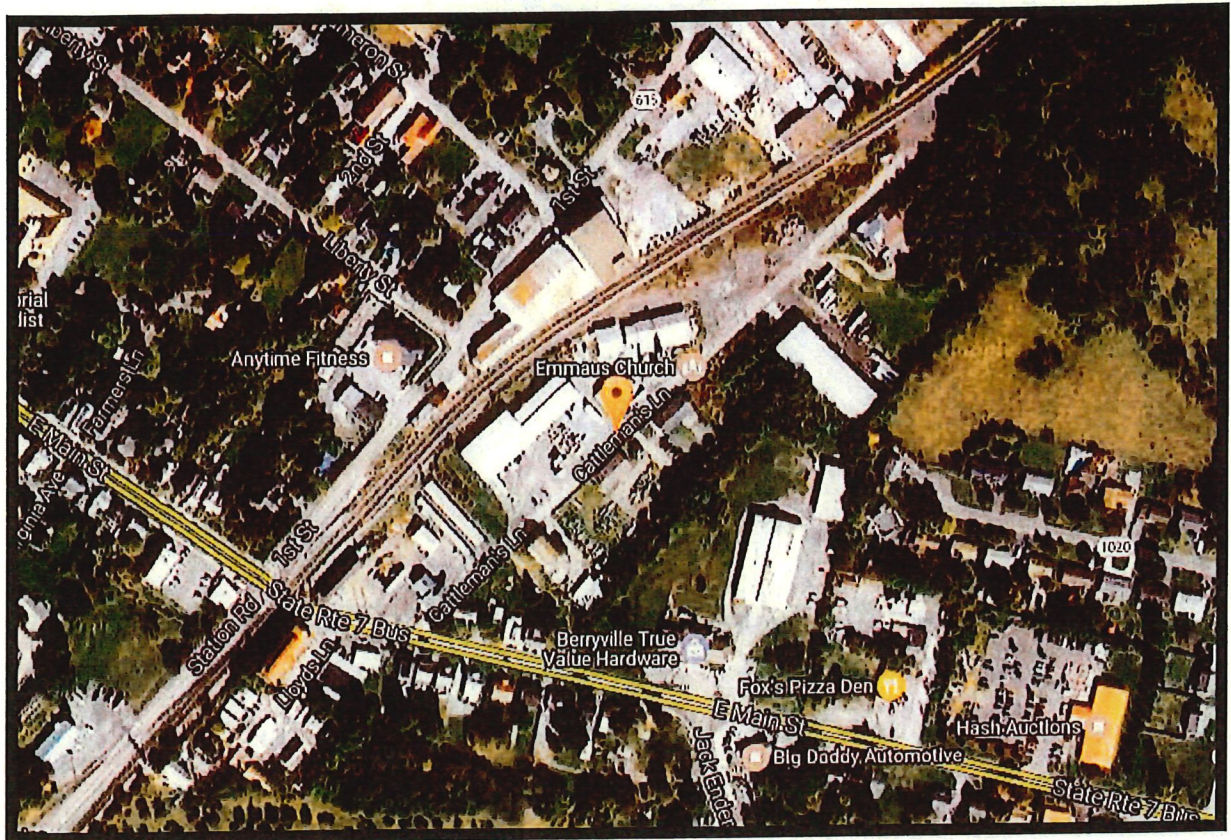
First Floor Plan



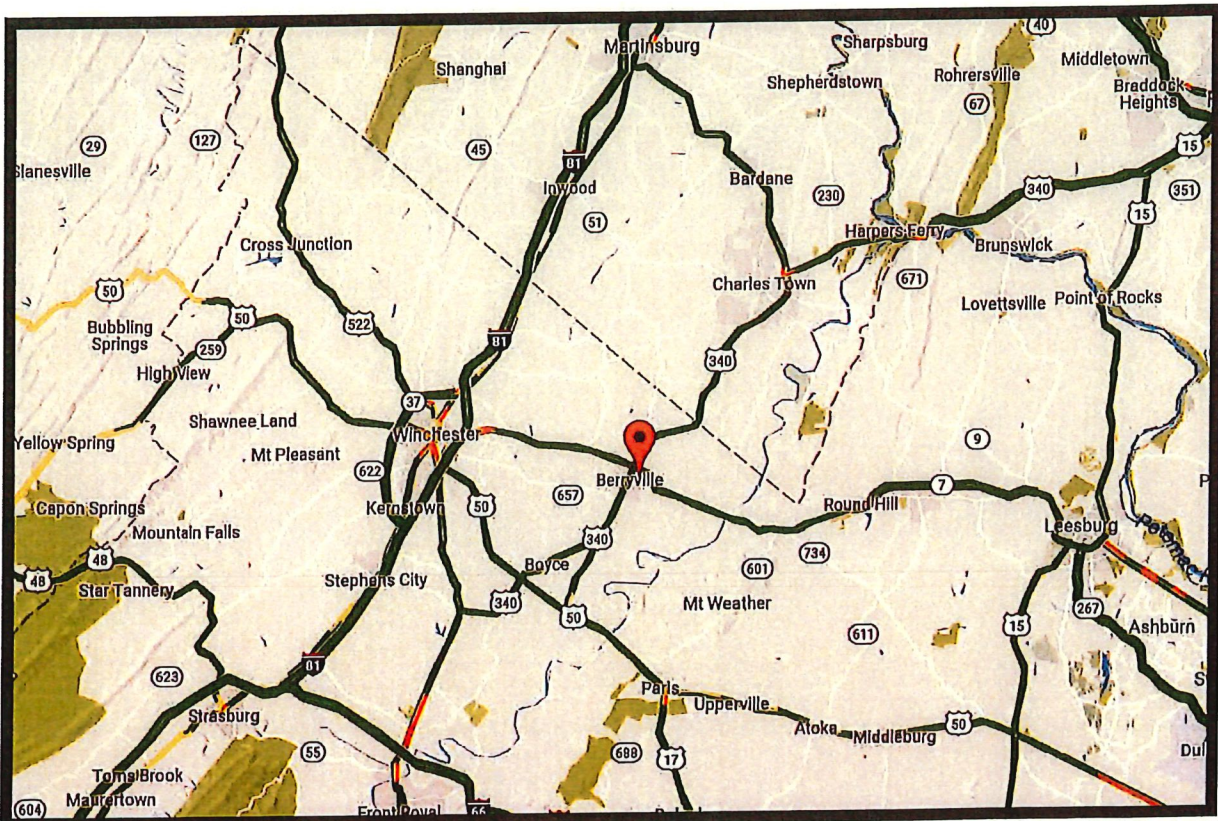
Cattlemen's Lard Warehouse- Berryville, Virginia



Satellite Map



Regional Map



SECTION 609 L-1 INDUSTRIAL DISTRICT

609.1 PURPOSE AND INTENT

The L-1 Industrial District is established to provide locations within the Town of Berryville for a broad range of general light-industrial uses, recreational and event venues, infill development, and employment-related businesses operating under well-governed performance standards. The specific uses permitted within the L-1 District must be in harmony with the cultural and environmental character of the Town of Berryville. No use should be permitted that might be harmful to the adjoining land uses and the residential ambience of the community at large. Adaptive reuse is encouraged in the L-1 District. Outdoor storage and heavy industrial uses are discouraged but may be permitted by special use and environmental performance review. The L-1 District recognizes and is to be applied to existing conforming industry in the Town of Berryville as of the date of adoption of this District. Existing industrial uses shall be considered as satisfying the purpose and intent of the L-1 District, but expansion of existing industrial uses shall conform to the provisions herein. (08/16)

609.2 PERMITTED USES (12/94)

- (a) Auction establishments (indoor only) (5/95)
- (b) Business and professional offices (7/99)
- (c) Business service, supply and delivery establishments
- (d) Contractor's establishments without outdoor storage
- (e) Establishments for the production, processing, assembly, manufacturing, compounding, cleaning, servicing, testing and repair of materials, goods or products which conform to applicable Federal, State and local environmental performance standards or other standards referenced by the Town as related to (a) air pollution; (b) fire and explosion hazards; (c) radiation hazards; (d) electromagnetic radiation and interference hazards; (e) liquid and solid wastes hazards; (f) noise and odor standards; and (g) vibration standards.
- (f) Existing or expansion of existing industrial uses in operation as of the date of adoption of this Ordinance which conform to the previous industrial zoning district requirements.
- (g) Farm supply establishments
- (h) Financial institutions
- (i) Indoor mini-storage facilities
- (j) Light manufacturing, fabrication, testing or repair establishments without outdoor storage
- (k) Light warehousing establishments, without outdoor storage
- (l) Light wholesale trade establishments, without outdoor storage
- (m) Printing and publishing establishments
- (n) Private training and vocational schools
- (o) Public utilities (sub-stations, pump stations, transmission/receiving facilities and lines for telecommunications and similar uses, storage tanks, etc.)
- (p) Sheet metal shops
- (q) Small animal veterinary hospitals, exclusive of boarding kennels
- (r) Vehicle and machinery service, and parts sales ("service" including but not limited to internal and external repair, body work, paint, car washes, etc.)

- (s) Welding shops
- (t) Craft beverage manufacturing (03/18)

609.3 SPECIAL PERMIT USES

- (a) All above permitted uses requiring outdoor storage (10/94)
- (b) Day care centers (12/94)
- (c) Eating establishments including microbreweries, wineries, and distilleries (05/95, 08/16)
- (d) Heliports
- (e) Laundry and dry cleaning establishments
- (f) Lumber yards and building materials establishments
- (g) Motor freight terminals
- (h) Retail sales incidental to a manufacturing, production or related use, provided that:
 - a) the gross floor area used for retail purposes (excluding storage) shall not occupy more than five-thousand (5,000) square feet of gross floor area on any one lot, and shall not exceed twenty-five (25) percent of the total floor area for the site; and
 - b) the areas dedicated for retail uses must be indicated on an approved site plan.The provisions of this Section shall not apply to those permitted or special permit uses for which retail sales are a primary activity. (12/07)
- (i) Scientific research, development, and training establishments
- (j) Service stations
- (k) Vehicle and machinery sales and rentals
- (l) Recreation, commercial indoor (06/10)
- (m) Retreat and conference centers (08/16)
- (n) Residential lofts and apartments (08/16)
- (o) Wholesale/retail food hubs (08/16)
- (p) Commercial kitchens (08/16)
- (q) Hotels, motels, and accommodations (08/16)
- (r) Short-term rentals (10/23)

609.4 PROHIBITED USES

The specific uses which follow shall not be permitted in the L-1 District:

- (a) Asphalt mixing plants
- (b) Blast furnaces
- (c) Boiler works
- (d) Bulk storage of flammable materials
- (e) Coal, wood or wood distillation
- (f) Concrete mixing and batching products
- (g) Extraction or mining of rocks and minerals
- (h) Garbage incineration
- (i) Junk yards
- (j) Landfills
- (k) Manufacture of ammonia, chlorine, fertilizer, lime, cement, fireworks, explosives, soaps, acids, pesticides, herbicides or insecticides
- (l) Metal foundries and smelting
- (m) Petroleum, asphalt or related product refining
- (n) Rendering plants
- (o) Slaughterhouses

- (p) Stockyards
- (q) Tanning and curing of skins
- (r) Any other similar use which in the opinion of the Town Council might be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other cause

609.5 MAXIMUM LOT COVERAGE

- (12/91) The maximum lot coverage—including buildings, streets, parking spaces, driveways, loading areas and all other impervious surfaces—shall not be greater than seventy-five percent (75%) of the area of an L-1 lot.

609.6 MINIMUM DISTRICT SIZE

The minimum district size shall be four (4) acres.

609.7 LOT SIZE REQUIREMENTS AND BULK REGULATIONS

- (a) Minimum lot area: 30,000 square feet
- (b) Minimum lot width: 125 feet
- (c) The maximum building height shall be forty (40) feet, except in particular instances the Town Council may, upon recommendation from the Planning Commission or its agent, modify the maximum building height.
- (d) Minimum yard requirements
 - (1) Front yard: 50 feet
 - (2) Side yard: 25 feet (except where side yard abuts a public right-of-way the side yard shall be 50 feet) (5/94)
 - (3) Rear yard: 50 feet (5/94)

609.8 OPEN SPACE

- (a) An open space plan and landscape design program shall be submitted with applications for any land use governed by this District.
- (b) Twenty five percent (25%) of the site shall be landscaped open space. Landscaping may be limited to setback areas and unused portions.

609.9 PARKING, PARKING ACCESS AND DRIVEWAYS

- (a) No parking space shall be located closer than fifteen (15) feet from any common property line.
- (b) Where lot is contiguous to property located in any district other than the L-1, I, C-1 or C-2 District, no parking space shall be closer than 40 feet from such property line. (5/94)
- (c) All parking requirements shall be met by off-street, on-site spaces and shall include designated spaces for the handicapped and elderly.
- (d) Refer to Section 305 for additional off-street parking requirements.

609.10 SETBACK, BUFFERING AND LANDSCAPING

- (a) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, all buildings shall have a minimum 60-foot setback from lot lines. In particular instances the Town Council may waive the 60-foot setback requirement, upon recommendation from the Planning Commission. (5/94)

- (b) Where an L-1 lot is contiguous to property located in a district other than an L-1, I, C-1 or C-2 District, a landscaped buffer strip of 30 feet in width shall be provided, with landscape materials and placement subject to final plan approval. Where contiguous to a C-1 or C-2 District property, the landscaped buffer strip shall be 15 feet. Approved fencing or additional buffering may be used in lieu of landscaping. (5/94)

609.11 STORAGE OF GOODS, MATERIALS, FUEL AND REFUSE

- (a) The outdoor area devoted to storage, loading and display of goods shall be limited to that area so designated on an approved site plan.
- (b) All equipment and materials shall be contained entirely within a building or screened from public rights-of-way and contiguous properties that are in land uses other than industrial in nature.
- (c) Any establishment involved with the storage of fuel for sale, or for other purposes, shall be permitted only if the fuel is stored underground, except where otherwise permitted under provisions granted and stipulations required by the Town Council.
- (d) All refuse shall be contained in completely enclosed facilities and shall be screened.

609.12 STREET ENTRANCES

- (a) On a corner lot, no street entrance shall be located closer than 60-feet to the curb line extended from the intersecting street. This distance may be increased with respect to the types and turning radii of vehicles using the site.
- (b) No street entrance shall be located closer than 30 feet to a side or rear lot line, unless a common street entrance serves adjacent uses, and in no instance shall the distance between separate street entrances serving adjacent uses be less than 60 feet. The maximum width of such street entrances shall not exceed thirty feet (30').
- (c) A freestanding use shall have no more than two street entrances on any single right-of-way, and such street entrances shall have a minimum distance of 90 feet between them.

609.13 SITE PLAN REQUIREMENTS AND PERFORMANCE STANDARDS

- (a) All uses shall be subject to final site plan approval.
- (b) Any L-1 District land use application which is not in strict compliance with the pre-existing approved master site plan and preliminary plat for the district shall require an amendment to that master site plan and preliminary plat prior to site plan approval of the specific use.
- (c) Master site plans and preliminary plats for L-1 Districts shall include provisions for:
 - (1) adequate public facilities;
 - (2) development phasing;
 - (3) stormwater management facilities to address the ultimate development coverage within the district;
 - (4) lighting and signing; and
 - (5) other special features and land use considerations deemed necessary to serve the industrial district.

- (d) Applications for all uses subject to special use permits shall be accompanied by a report indicating the compliance with and use compatibility issues related to the Town's applicable performance standards.

609.14 ADDITIONAL REQUIREMENTS

- (a) Public Streets within the L-1 District shall be constructed to industrial road standards as determined by the Town Council or its agent. Sidewalks may be required on one or both sides of the street.
- (b) Common property ownership agreements and covenants for L-1 District developments shall be reviewed and approved by the Town Council or its agent.
- (c) Refer to Section 306 for off-street loading requirements.
- (d) Refer to Sections 301-304 for general regulations and other provisions which may supplement those cited herein.
- (e) Refer to specific Overlay Zoning districts, where applicable.

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.

Proposed amendments to the FY 26 Budget**I. Mosby Boulevard and East Fairfax Street Sidewalk Projects**

General Fund Revenues

Fund Balance Forward 100-3000000-0000

Budgeted \$535,000

Proposed \$635,000

These funds would be transferred from the Transportation Alternatives Program (TAP) Project Matching Funds Reserve and added to revenues for FY26. The reserve in question would be reduced by \$100,000, leaving a balance of \$794,000.

General Fund Expenses

Mosby Boulevard Sidewalk 100-4094200-9004

Budgeted \$0

Proposed \$100,000

Reason budget amendment is proposed: After several years of development and review, VDOT has approved the Mosby Boulevard and East Fairfax Street Sidewalk projects. The Council has reserved funds for this project, but the reserved funds need to be included in the FY26 budget and the project expense represented on the expense side of the ledger. The Town's share of the project is not expected to exceed \$40,000; however, it is likely that any contingency spending will be paid for completely by the Town. Accordingly, \$100,000 is sought to ensure that funds are available if legitimate change orders are identified.

II. Dorsey Street Water Main Replacement Project

Water Fund Revenues

Fund Balance Forward 501-3000000-0000

Budgeted \$0

Proposed \$150,000

These funds would be transferred from the Water Distribution System Reserve and added to revenues for FY26. The reserve in

question would be reduced by \$150,000, leaving a balance of \$1,050,000.

Water Fund Expenses

Water Dist. System Upgrades 501-4094200-8361

Budgeted \$125,000

Proposed \$275,000

Reason budget amendment is proposed: The Town secured the services of a contractor to complete water main and lateral replacement within the Town's water distribution system. The contractor completed work on Bel Voi Drive and Crow Street. The need to replace the main and laterals on Dorsey Street has been identified and staff requests that the project be funded. The project would eliminate a section of main that has been problematic and would improve fire protection in the area in question. More specifically, the project would include the replacement of approximately 1,060 linear feet of 4" water main with 8" water main. The laterals served by the main in question would be replaced and one fire hydrant will be installed. The cost of the project is estimated at \$274,000. If this work is completed, then the street in question will be paved in the spring of 2026 (FY26) or fall of 2026 (FY27).

III. Sewer Main Rehabilitation Bel Voil and Battletown Drives

Sewer Fund Revenues

Fund Balance Forward 502-3000000-0000

Budgeted \$390,000

Proposed \$690,000

These funds would be transferred from the Sewer Collection Reserve and added to revenues for FY26. The reserve in question would be reduced by \$300,000, leaving a balance of \$1,700,000.

Sewer Fund Expenses

Sewer Collection System Rehab 502-4094200-8134

Budgeted \$0

Proposed \$300,000

Reason budget amendment is proposed: The I & I study completed by the Town identified the sewer main in Bel Voi Drive to be a source of inflow into the sewerage collection and treatment system. Staff requests that these funds be

included in the budget and that the Council's Streets and Utilities Committee review whether this main should be rehabilitated.

Attachments

- Public Hearing Notice
- Sample Motion

Recommended Action

Approve the proposed budget amendments and refer the matter of sewer main rehabilitation to the Streets and Utilities Committee for review.

Sample Motion

I move the Council of the Town of Berryville amended the FY 2026 Budget and appropriate funds as follows:

General Fund

General Fund Revenue Fund Balance Forward (Line Item # 100-300000-0000) increased by \$100,000 to \$635,000.

General Fund Expense: Mosby Boulevard Sidewalk (Line Item #100-4094200-9004) increased by \$100,000 from \$0.

Reduce the Transportation Alternative Program (TAP) Project Reserve by \$100,000, leaving a balance of \$794,000.

Water Fund

Water Fund Revenue Fund Balance Forward (Line Item # 501-3000000-000) increase by \$150,000 from \$0.

Water Fund Expense: Water Distribution System Upgrades (Line Item # 501-4094200-8361) increased by \$150,000 to \$275,000.

Reduce Water Distribution System Reserve by \$150,000, leaving a balance of \$1,050,000.

Sewer Fund

Sewer Fund Revenue Fund Balance Forward (Line Item #502-3000000-0000) increase by \$300,000 to \$690,000.

Sewer Fund Expense: Sewer Fund Collection System Rehab (502-4094200-8134) increase by \$300,000 from \$0.

Reduce Sewer Collection Reserve by \$300,000, leaving a balance of \$1,700,000.

BERRYVILLE TOWN COUNCIL PUBLIC HEARING NOTICE

The Berryville Town Council will hold the following public hearings at 7:00 p.m., or as soon after as these matters may be heard, on **Tuesday, September 9, 2025**, in the Main Meeting Room, Second Floor, of the Berryville/Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

1) Proposed amendment to Fiscal Year 2026 Budget

<u>Resources and Revenues</u>	6/12/2025 APPROVED FY 25-26	PROPOSED AMENDMENT FY 25-26
GENERAL FUND		
Fund Balance	\$ 535,000.00	\$ 635,000.00
Revenue from Local Sources	\$ 4,250,000.00	\$ 4,250,000.00
Revenue from State Sources	\$ 1,182,167.00	\$ 1,182,167.00
Revenue from Other Sources	\$ 1,000.00	\$ 1,000.00
Total	\$ 5,968,167.00	\$ 6,068,167.00
WATER FUND		
Fund Balance	\$ 0.00	\$ 150,000.00
Revenue from Local Sources	\$ 6,833,250.00	\$ 6,833,250.00
Availability Fees	\$ 172,000.00	\$ 172,000.00
Total	\$ 7,005,250.00	\$ 7,155,250.00
SEWER FUND		
Fund Balance	\$ 390,000.00	\$ 690,000.00
Revenue from Local Sources	\$ 2,255,500.00	\$ 2,255,500.00
Availability Fees	\$ 184,680.00	\$ 184,680.00
Total	\$ 2,830,180.00	\$ 3,130,180.00
TOTAL RESOURCES AND REVENUES	\$ 15,803,597.00	\$ 16,353,597.00
<u>Expenses and Reserves</u>		
GENERAL FUND		
Maintenance and Operational	\$ 4,737,425.00	\$ 4,737,425.00
Debt Service	\$ 121,476.00	\$ 121,476.00
Capital Reserves and Expenses	\$ 967,143.25	\$ 1,067,143.25
Contingency	\$ 142,122.75	\$ 142,122.75
Total	\$ 5,968,167.00	\$ 6,068,167.00
WATER FUND		
Maintenance and Operational	\$ 1,248,510.00	\$ 1,248,510.00
Debt Service	\$ -	\$ -
Capital Reserves and Expenses	\$ 5,719,284.70	\$ 5,869,284.70
Contingency	\$ 37,455.30	\$ 37,455.30
Total	\$ 7,005,250.00	\$ 7,155,250.00

SEWER FUND

Maintenance and Operational	\$	1,615,180.00	\$	1,615,180.00
Debt Service	\$	470,000.00	\$	470,000.00
Capital Reserves and Expenses	\$	699,544.60	\$	999,544.60
Contingency	\$	45,455.40	\$	45,455.40
Total	\$	2,830,180.00	\$	3,130,180.00
TOTAL EXPENSES AND RESERVES	\$	15,803,597.00	\$	16,353,597.00

2) Proposed Special Use Permit 3 Cattleman's Lane

Nova Power Systems, Inc., is requesting a Special Use Permit in order to allow a contractor's establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 3 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17, zoned L-1 Industrial. SUP 01-25

3) Proposed amendment to Special Use Permit 308 Breckinridge Court

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

Copies of the materials may be examined at www.berryvilleva.gov and the Town Business Office, Berryville/Clarke County Government Center 101 Chalmers Court, First Floor, Berryville, Virginia during regular business hours. Additional information on item 1 may be obtained by calling Director of Finance/Treasurer Cindy Poulin at (540) 955-1099. Additional information on items 2 and 3 may be obtained by calling Community Development Director Terry Russell at 540 955-4081.

Any person desiring to be heard regarding the above matter should appear at the appointed time and place. Written copies of statements at public hearings are requested, but not required.

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

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

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Please publish in the Winchester Star on Tuesday, August 26 and Tuesday, September 2, 2025.

Please call Cindy with questions – 955-1099

TOWN COUNCIL
MOTION FOR APPROVAL
AMENDING THE 2025-2026 FISCAL YEAR BUDGET OF
THE TOWN OF BERRYVILLE

Date: September 9, 2025

Motion By:

Second By:

I move the Council of the Town of Berryville amended the FY 2026 Budget and appropriate funds as follows:

General Fund

General Fund Revenue Fund Balance Forward (Line Item # 100-300000-0000) increased by \$100,000 to \$635,000.

General Fund Expense: Mosby Boulevard Sidewalk (Line Item #100-4094200-9004) increased by \$100,000 from \$0.

Reduce the Transportation Alternative Program (TAP) Project Reserve by \$100,000, leaving a balance of \$794,000.

Water Fund

Water Fund Revenue Fund Balance Forward (Line Item # 501-3000000-000) increase by \$150,000 from \$0.

Water Fund Expense: Water Distribution System Upgrades (Line Item # 501-4094200-8361) increased by \$150,000 to \$275,000.

Reduce Water Distribution System Reserve by \$150,000, leaving a balance of \$1,050,000.

Sewer Fund

Sewer Fund Revenue Fund Balance Forward (Line Item #502-3000000-0000) increase by \$300,000 to \$690,000.

Sewer Fund Expense: Sewer Fund Collection System Rehab (502-4094200-8134)
increase by \$300,000 from \$0.

Reduce Sewer Collection Reserve by \$300,000, leaving a balance of \$1,700,000.

VOTE:

Aye:

Nay:

Absent:

Abstain:

ATTEST: _____
Erecka Gibson, Vice Mayor

MINUTES
BERRYVILLE TOWN COUNCIL
Berryville-Clarke County Government Center
Work Session
June 30, 2025
3:30 p.m.

Town Council

Present: Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; Diane Harrison; Grant Mazzarino; Ryan Tibbens; William Steinmetz by remote participation.

Remote

Participation: William Steinmetz

Absent: None

Staff

Present: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Brandel Kelsey, Town Clerk

Press Mickey Powell, *The Winchester Star*

1. Call to Order

Mayor Arnold called the meeting to order at 3:32 p.m.

2. Approval of Agenda

Mayor Arnold invited a motion to approve the agenda.

Mrs. Harrison moved to approve the agenda. The motion passed by voice vote.

3. Approval for Remote Participation

Ms. Gibson moved that the Council of the Town of Berryville, with a quorum present in the Main Meeting Room of the Berryville-Clarke County Government Center, approve remote participation via telephone by Council member William Steinmetz because the need to attend family business. The motion passed by voice vote of those physically present.

4. Unfinished Business

Berryville Code Chapter 17- Water, Sewers, and Sewage Disposal

Mr. Dalton reviewed the changes to the Chapter 17 Water, Sewer, and Sewage Disposal. The changes to the **attachment** are highlighted in red, the parts highlighted in green have not been reviewed in

depth as of yet by Mr. Dalton, and the focused discussion for this meeting are highlighted in yellow (17-36. D and 17-43. A, B, C). Mr. Dalton was asked by Council to put together framework which is also **attached**. Mrs. Harrison provided information for the Council members as well.

Mr. Dalton explained the framework and the possible policy that will need to be written by legal counsel. Mrs. Harrison questioned when the code for 17-36 was added and Mr. Dalton answered that he did not know, but he understands that it was on the books before 1989 annexation of area A. Mrs. Harrison voiced her opinion that the price should be the same as it was in 1989. Ms. Gibson asked how many home owners were the same from 1989 because if it is someone who has lived in the home since 1989, they have had ample time to switch over to sewer. She inquired about the longevity of the septic systems and if the septic tanks were close to failing on the 22 homes. Mr. Dalton spoke about how the Virginia Health Department is the agency that would check the viability and they have permitted minor repairs over the years. Mr. Steinmetz informed the Council know that minor repairs were permitted before but now a permit is required. Mr. Dalton stated staff would look into if there are any cesspools or waivers from the Virginia Health Department for more than minor repairs on any of the properties in question. Mayor Arnold asked if there were requirements on having a septic system pumped. Mr. Steinmetz stated that there are no such requirements and the inspections are not recorded.

Mr. Tibbens spoke to placing the information on the plat or the deed for future purchasers of each home, and Mr. Steinmetz explained banks may not give homeowners loans for properties with these types of notes. Mrs. Harrison expressed her impression that the purpose of 17-36 is receiving monthly revenue from citizens and thinks it would be better if the Council lowered the availability fees so more citizens would hook onto sewer and bring monthly revenue in quicker. Mayor Arnold answered that the monthly fee would take years to come close to the revenue the upfront availability fee would bring in.

It was the consensus of the Council that the amended code should contain the following elements:

Connection to the collection system required after a reasonable period of time
and

Connection to collection system required:

- if the existing septic system fails
- prior to permitting additions to dwellings that are served by a septic system, if it is determined that the planned addition will increase flow to the septic system or that the planned addition would reduce the setback from the septic system

It was the consensus of the Council that a policy should be established that will provide a financial incentive to property owners to connect to the collection system prior to the connection period established in code.

It was the consensus of the Council that steps be taken to provide for durable notice of the collection system connection requirements.

The Council discussed the timeframe that would be established for connection. Mr. Steinmetz and Mr. Tibbens thought a 10-year timeline is reasonable, Mrs. Harrison did not. Mr. Tibbens suggested if the Council does not stipulate a timeline, then there should not be any monetary assistance from the Town. Mr. Mazzarino thinks the Town should give them both options, Mr. Tibbens stated that it is not a great idea to give citizens so many options because they will just not choose. Mr. Arnold opined regarding a discount on the availability fees, saying a discount of \$10,000.00 could be applied in the first 5 years of the sunset period and a \$5,000.00 discount applied in the remainder of the sunset period sounded reasonable. Mrs. Harrison stated that the sewer availability fee in effect in 1989 should be adjusted for inflation and then applied to these connections. Ms. Gibson concurred and stated that it will be important to see the adjusted fee before any decision is made in this regard.

Mr. Dalton discussed his opinion that the funds for any grants should come from the general fund. Mr. Tibbens said the Council has more control over the general fund than the sewer fund. He also asked if there are any new loans that are expected to be pursued that have to do with sewer that the Town could add the grant money to and Mr. Dalton said no.

Mr. Dalton said that he will get the Council a revised framework and then with the Council's agreement he will get the information to an attorney to get their opinion. He stated that he will have the new framework available at the November 11th Council meeting if that is acceptable. There were no objections to that approach.

5. New Business

None.

6. Other

None.

7. Closed Session

None.

8. Adjourn

The Council adjourned at 4:58 p.m. on a motion by Ms. Gibson.

Erecka L. Gibson, Vice Mayor

Brandel Kelsey, Town Clerk

Chapter 17

WATER, SEWERS AND SEWAGE DISPOSAL¹

ARTICLE I. IN GENERAL

Sec. 17-1. Violation of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 2 misdemeanor.

(Ord. of 4-10-12)

Cross reference(s)—Penalty for Class 2 misdemeanor, § 1-11.

Sec. 17-1.1. Charges, rates and fees referred to in chapter not affected by Code.

Nothing in this Code or the ordinance adopting this Code shall affect any ordinance prescribing any charge, rate or fee referred to in this chapter and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

(Ord. of 4-10-12)

Sec. 17-2. Responsibility of superintendent of public works as to water and sewer connections.

- (a) The superintendent of public works or designee shall be responsible for the inspection and proper installation of all connections to the town's water and sewer systems.
- (b) No water supplied by the town shall be introduced into any premises, except under the supervision of the superintendent of public works or designee.

¹Editor's note(s)—An ordinance adopted April 10, 2012, repealed the former Ch. 17, §§ 17-1—17-4, 17-14—17-23, 17-25, 17-34—17-44, 17-49—17-58, and enacted a new Ch. 17 as set out herein. The former Ch. 17 pertained to similar subject matter and derived from the 1971 Code; ordinances adopted June 12, 1979; Sept. 11, 1979; Aug. 25, 1981; Nov. 10, 1981; July 13, 1982; Sept. 11, 1984; May 10, 1988; Aug. 15, 1989; Dec. 12, 1989; Jan. 9, 2001; and Sept. 13, 2011(1) and (3).

Cross reference(s)—Department of public works utilities responsible for water filtration and wastewater treatment, § 2-~~53~~ 63; building regulations, Ch. 5; zoning ordinance, App. A; subdivision ordinance, App. B.

State law reference(s)—Authority of town to acquire, establish, maintain and operate waterworks, Code of Virginia, §§ 15.1-292, 15.1-875; public water supply, § 32.1-167 et seq.; authority of town to establish, maintain and operate sewage disposal system, §§ 15.1-320, 15.1-876; authority to regulate sewage disposal, §§ 15.1-855, 15.1-856.

(Ord. of 4-10-12)

Cross reference(s)—Department of public works, § 2-52 et seq. and department of public utilities, § 2-62 et seq.

Sec. 17-3. Damaging, defacing, etc., water or sewer system property.

- (a) No unauthorized person shall break, injure, damage, deface, destroy, uncover, move, ~~or~~ tamper, or interfere with any water main or service pipe, water meter, public sewer, manhole, fireplug or any other appurtenance, fixture, equipment or structure which is a part of, or is connected to, the town's water system or sewer system.
- (b) A violation of this section shall constitute a Class 1 misdemeanor. No penalty imposed for such violation shall prevent the town or any property owner or other person from recovering any damages sustained by reason of such violation, by appropriate civil action or otherwise.

(Ord. of 4-10-12)

Cross reference(s)—Penalty for Class 1 misdemeanor, § 1-11; damaging property generally, § 13-22.

Sec. 17-4. Construction specifications and standard details.

All water and sewer mains, lines, valves, hydrants, manholes, appurtenances and other improvements required for connection to the Town of Berryville's water and sewer systems shall be constructed, installed and/or extended in full compliance with the provisions and requirements of the document entitled "Town of Berryville Construction Standards and Specifications," as such document may be amended from time to time by the council of the Town of Berryville, and which document is set forth separately and apart from the Code of The Town of Berryville, but shall be incorporated by reference herein as a duly adopted section of the town council.

(Ord. of 4-10-12)

Secs. 17-5—17-13. Reserved.

ARTICLE II. WATER GENERALLY

Sec. 17-14. General powers and duties of superintendent of public works as to water system.

The superintendent of public works shall have supervision over the water system and all pipes, plugs and other properties in any way connected therewith. ~~He~~ The superintendent or designee shall keep all parts of the machinery and equipment in connection with the water system in good order and repair. ~~He~~ The superintendent or designee shall keep a map showing the location of the main pipes and length and size of each of them. When there is an extension of any main pipe, ~~he~~ the superintendent or designee shall mark on the map the place of the extension, size of pipe used and other related information and shall keep an account of the cost of material and labor used in making such extension. ~~He~~ The superintendent or designee shall keep a record of all branch pipes, hydrants and other connections with the water system.

(Ord. of 4-10-12)

Cross reference(s)—Department of public works, § 2-52 et seq.

(Supp. No. 35)

Created: 2024-09-18 16:42:09 [EST]

Sec. 17-15. Mandatory water connections; private wells prohibited.

- (a) Every building intended for human habitation or occupancy on premises abutting on a street in which there is a public water line shall have a connection with such water line. ~~If possible, such connection shall be separate for each building.~~ The town manager may waive this requirement for parcels of ten (10) acres or larger in size where such connection is deemed to be a hardship. Any waiver granted under this section may be revoked in writing by the town manager if public water service is extended in a manner that alleviates the hardship of connection to the public system.
- (b) ~~If possible, such c~~Connections to the public water service shall be separate for each building. The town manager may waive this requirement where such separate connection is deemed to be a hardship.
- (c) The water supply, as provided by the town, shall be neither connected with unsafe water supplies nor cross-connected, through plumbing fixtures, to the drainage system.
- (d) Unless otherwise permitted by this section, it shall be unlawful for the owner of any house or other building intended for human habitation or occupancy to occupy or to rent or lease the same for occupancy by any person, or for any person to occupy the same, unless such house or other building is provided with a supply of water meeting the requirements of this section. If any landlord shall fail to supply any such house or other building with such a supply of water, ~~his the~~ tenant shall supply the same in conformity with the orders of the health officer and may deduct the cost thereof from any sum due the landlord for rent.
- (e) It shall be unlawful for any person to drill, own, keep, use or maintain a private well within the town with the intent to circumvent the requirements of this section. In no instance may a well be drilled on any residentially zoned parcel that is less than ten (10) acres in size.

(Ord. of 4-10-12)

Sec. 17-16. Application for service.

Whenever any person owning property in the town along the line of any water main shall desire the introduction of water into such premises, ~~he~~ property owner shall make written application therefor to the town manager. Such application shall set forth the name of the applicant, the location of the property into which the water is to be introduced, the purposes for which the water is to be used and the name of the plumber who is to do the work incident to the introduction of water into the premises. Such application shall also contain a provision which, upon acceptance of the application by the town manager and subsequent connection of the service pipe with the main, will obligate the owner of the premises to pay for all water furnished pursuant to such application. The town manager shall not cause water to be furnished at any water connection until the owner of the premises has agreed to pay for all water furnished and owner has paid connection and availability fees.

(Ord. of 4-10-12)

Sec. 17-17. Permission of council required for service outside town.

No water shall be supplied by the town to any person outside the corporate limits of the town, except upon express permission granted by the council.

(Ord. of 4-10-12)

Sec. 17-18. Connection charges and availability fees.

For each water connection made to the public water system, there shall be a charge as set by the council for any and all residential, commercial, institutional and industrial connections. The council shall set these charges and fees only after a duly adopted resolution specifying charges for residential connections, involving single-family and multifamily dwellings, commercial, institutional and industrial establishments.

(Ord. of 4-10-12)

Sec. 17-19. Installation, inspection, etc., of meters.

- (a) Each meter installed for the measurement of water supplied by the town shall be installed by the town, or its appointed agent, at a location approved by the town or its agent. All meters so installed shall be the property of the town. For each such meter installed there shall be paid to the town, as a meter installation charge fee, such sum as is prescribed from time to time, by the council, to be collected when prior to the meter is being placed in into use.
- (b) Each meter installed for the measurement of water supplied by the town shall at all times be subject to control and inspection by the town or its agent, and where any meter is located on private property, the town shall have the right to enter upon or on the same at all reasonable hours for the purpose of inspecting, repairing, replacing or removing such meter or to take meter readings.

(Ord. of 4-10-12)

Sec. 17-20. Property owner or occupant responsible for expense of renewing replacing or repairing meter negligently damaged.

Any water meter damaged for any cause, directly or indirectly attributable to the negligence of the owner or occupant of the property served by such meter, shall be renewed replaced or repaired at the expense of such owner or occupant.

(Ord. of 4-10-12)

Sec. 17-21. By whom cutoffs made.

Water cutoffs shall be made by the superintendent of public works or designee.

(Ord. of 4-10-12)

Sec. 17-22. Charge for cutoff at request of customer.

A charge, in such amount as is, from time to time, prescribed by the council, shall be made for having water service to a particular premises turned off at the request of the customer.

(Ord. of 4-10-12)

Sec. 17-23. Unauthorized use of water.

No person shall use water from the town's water system without having obtained the right to do so.

(Ord. of 4-10-12)

Sec. 17-24. Reserved.

Sec. 17-25. Drought response ordinance.

- (a) *Drought supply situations.* The Town of Berryville acknowledges that there may be situations where the water supply to the town's water system is reduced by a variety of factors. In recognition of this, the town intends to apply educational, and ultimately enforcement actions, to achieve water conservation measures of varying degrees. This plan should enable appropriate water usage by appropriate water users at reduced consumption levels during these periods as declared by the town council.
- (b) *Drought water supply response plan.* The town council adopts by reference the current version of the Northern Shenandoah Valley Regional Commission (NSVRC) Drought Response Plan. The adoption of this plan, or a substitution plan authorized by the town council, is pursuant to, and authorized by, applicable sections of the Virginia Code (as required by 9VAC 25-780-120; and as authorized by § 15.2-923(ii) of the Code of Virginia - Local Water-Saving Ordinances, and § 15.2-924 - Water Supply Emergency Ordinances).
- (c) *Construction site stabilization during drought conditions.* To stabilize construction sites during drought conditions, strict adherence to the Erosion and Sediment Control (ESC) Minimum Standards and the Virginia ESC Handbook, along with frequent site inspection, must be applied. The current version of the Virginia Department of Conservation and Recreation Erosion & Sediment Control Technical Bulletin No. 3 Runoff Reduction Method manual will apply, recommends the following Examples of construction site stabilization methods during drought conditions include:
- (1) Preserve Preservation of established vegetation on construction sites.
 - (2) Establish Establishment of new vegetation to stabilize construction sites while conserving water.
 - (3) Stabilize Stabilization of construction sites using nonvegetative methods.
 - (4) Research-eOther water conservation resources as identified on the bulletin-Runoff Reduction Method manual.
- (d) *Decisions/declarations and data sources.*
- (1) The town council reserves the right to interpret local water system data, and have sole control over the declaration of a drought/low water supply watch, warning, or emergency. Likewise, the town council reserves the right to reduce, rescind, or eliminate any such declaration. The mayor and town manager may make the following declarations in accordance with provisions of this section.
- WATCH*— When a ten-percent reduction or more in available water supply is observed. Under a watch declaration, the following voluntary measures are sought:
- a. Voluntary water conservation.
 - i. Residents/businesses are asked to review their water usage and be aware of and limit high water use including but not limited to overwatering lawns, washing sidewalks and driveways.
 - ii. Residents/businesses are asked to only water lawns and landscaping on even or odd days based on their address. If their address is an even number, water on even numbered days, if their address is an odd number, water on odd numbered days.

WARNING— When a fifteen-percent reduction or more in available water supply is observed. Under a warning declaration, the following voluntary measures are sought:

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- a. Voluntary water conservation.
 - i. Residents/businesses are asked to review their water usage ~~and be aware of~~ and limit high water use.
 - b. Mandatory water restrictions.
 - i. Residents shall only water lawns and landscaping on even or odd days based on their address as specified above.
 - ii. Where possible, non-vegetative erosion and sediment control methods shall be employed as identified in the current version of the Virginia Department of Conservation and Recreation Erosion & Sediment Control Technical Bulletin No. 3 Runoff Reduction Method manual. Required ~~D~~drought bond ~~is~~ in an amount designated by the community development director shall be submitted.
 - iii. ~~No c~~Car washing or outdoor washing is prohibited. Commercial carwashes utilizing public water will be permitted to operate if they can demonstrate that at least fifty (50) percent of the water used is recycled during the car washing process. Commercial carwashes where well water is used may operate as usual but shall post signs at the business indicating such water source.
 - iv. ~~No w~~Washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes or apartments or other outdoor surfaces is prohibited.
 - v. ~~No o~~Operation of any outdoor fountain or other structure making a similar use of water is prohibited.
 - vi. ~~No f~~Filling of swimming and/or wading pools is prohibited. Topping off of pools is permitted.
 - vii. ~~No u~~Use of water from fire hydrants for any purpose other than fire suppression, water distribution flushing, or other public emergency is prohibited.

EMERGENCY— When a twenty-percent reduction or more in available water supply is observed. Under an emergency declaration the following are mandatory restrictions

- a. Mandatory water restrictions.
 - i. Public/businesses are required to conserve. Penalties/sanctions are enforceable pursuant to town ordinance for failure to comply with restrictions as listed.
 - ii. Public notification will be posted of "Mandatory water restrictions in effect."
 - iii. All mandatory restrictions listed under the warning level, unless modified in this section, shall be enforced.
 - iv. High water users (those consistently using more than one thousand (1,000) gal/day) shall have prepared curtailment plans demonstrating how they shall respond to emergency situations and shall implement such.
 - v. ~~No car washing or outdoor washing. Commercial carwashes will be permitted to operate if they can demonstrate that at least fifty (50) percent of the water used is recycled during the car washing process. Commercial carwashes where well water is used may operate as usual but shall post signs at the business indicating such water source.~~
 - vi. ~~No l~~Lawn and landscaping watering is prohibited, except the ~~U~~use of gray water is permitted for plants, shrubs and gardens in accordance with Virginia Department of Health and Virginia Department of Environmental Quality standards. Definitions of gray water:

- Relatively clean waste water, such as from kitchen, bathroom (including water from bathtubs, showers and sinks, but not the from toilets), and laundry cycles clothes washers. This water can be reused or recycled with little or no treatment for landscape irrigation and other nonpotable uses.

~~• Waste water discharged from residential lavatories, bathtubs, showers, clothes washers, and laundry trays.~~

vii. ~~No "topping-off" of~~ Filling or topping off of swimming and/or wading pools is prohibited.

- (2) The town council shall choose their local data sources, establish their local trigger points for the varying declarations, and evaluate various information sources prior to enabling or rescinding any noted declaration.
- (3) Should the NSVRC drought response plan become unsuitable to the Town of Berryville, the council reserves the right to substitute its own drought/low water supply response plan (as approved by the commonwealth) in lieu of subsection (b).
- (4) Should the water usage reduction measures implemented by the town, either voluntary or mandatory, prove inadequate, the town council shall have the authority to impose additional measures to achieve the water usage reduction goals.

(e) *Enforcement.*

- (1) Violations of this section shall constitute an offense as outlined herein. The Berryville Police Department shall be charged with enforcing this section.
- (2) During a watch declaration:
 - a. Verbal reminder for any noted issues.
- (3) During a warning declaration enforcement for mandatory restrictions:

a.	First offense	Verbal warning
b.	Second offense	Written warning notice
c.	Third offense	Disconnection of service and initiation of legal action

- (4) During an emergency declaration enforcement for mandatory restrictions:

a.	First offense	Written warning notice
b.	Second offense	Disconnection of service and initiation of legal action
c.	<u>Third offense</u>	<u>Disconnection of service and initiation of legal action</u>

- (5) Reconnection fees shall apply to any customer whose service was disconnected ~~under in for~~ violation of the emergency declaration.
- (6) Town manager may, in accordance with this chapter, initiate legal action against ~~fl~~agrant and/or repeat offenders of any declaration ~~may, by decision of the town manager, initiate legal action of this provision.~~

- (f) *Enforcement actions.* Any person who shall violate any of the provisions of this section, or of any of the conservation regulations promulgated by the mayor and town manager pursuant thereto, shall upon conviction thereof, be fined not less than one hundred dollars (\$100.00), nor more than five hundred dollars (\$500.00). Each act or each day's continuation of the violation shall be considered a separate offense. In addition to the foregoing, the town manager may suspend water service to any person continuing to violate

the provisions of this section or the regulations promulgated hereunder. If such water service is terminated, the person shall pay a reconnection fee as established by town council before service will be restored.

(g) *Appeal process.*

- (1) If a customer wishes to appeal any decision by the town manager, they may present their case before the town council.
- (2) If a customer wishes to appeal any decision by the town council, they may present their case before the circuit court.

(h) *Notification.*

- (1) The mayor and town manager, upon rendering a decision pursuant to this chapter, may make such decision known to the public by a variety of media sources such as newspaper, local television access channel, written notices, ~~and/or~~ telephone contacts, and/or town website.

(Ord. of 4-10-12)

Secs. 17-26—17-33. Reserved.

ARTICLE III. SEWERS AND SEWAGE DISPOSAL

Sec. 17-34. General provisions.

- (a) *Purpose.* The purpose of this chapter is to provide for the maximum possible beneficial public use of the Town of Berryville treatment works through regulation of sewer construction, sewer use, and wastewater discharges; to provide for equitable fair and reasonable distribution of the costs of the treatment works; and to provide procedures for complying with the requirements contained herein.
- (b) *Scope.*
 - (1) The definitions of terms used in this chapter are found in ~~aArticle II~~Section 17-35. The provisions of this chapter shall apply to the discharge of all wastewater to treatment works of the Town of Berryville. This chapter provides for use of the Town of Berryville treatment works, regulation of sewer construction, control of the quantity and quality of wastewater discharged, wastewater pretreatment, equitable fair and reasonable distribution of costs, assurance that existing customers' capacity will not be preempted, approval of sewer construction plans, issuance of user permits, minimum sewer connection standards and conditions, and penalties and other procedures in cases of violation of this chapter.
 - (2) This chapter shall apply to the Town of Berryville and to persons outside the town who are, by contract, permit or agreement with the town, users of the town's treatment works.
- (c) *Administration.* Except as otherwise provided herein, the director of public utilities shall administer, implement, and enforce the provisions of this chapter.
- (d) *Fees and charges.*
 - (1) All fees and charges payable under the provisions of this chapter shall be paid to the town. Such fees and charges shall be as set forth herein or as established in the latest edition of the Town of Berryville Schedule of Water and Sewer Fees and Charges.

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- (2) All user fees, penalties and charges collected under this chapter (and the treatment works user charge ordinance) shall be used for the sole purpose of constructing, operating or maintaining the treatment works of the town, or the retirement of debt incurred for same.
 - (3) All fees and charges payable under the provisions of this chapter are due and payable upon the receipt of notice of charges. Unpaid charges shall become delinquent and shall be subject to penalty and interest charges as provided for in the latest edition of the Town of Berryville Schedule of Water and Sewer Fees and Charges.
- (e) *Inspections.*
- (1) The director of public utilities or authorized state or federal officials, bearing the proper credentials and identification, shall be permitted to enter all premises where an effluent source or treatment system is located at any reasonable time for the purposes of inspection, observation, measurement, sampling and/or copying records of the wastewater discharge to ensure that discharge to the treatment works is in accordance with the provisions of this chapter.
 - (2) The director **of public utilities** authorized representative, bearing proper credentials and identification, shall be permitted to enter all private property through which the town holds an easement for the purposes of inspection, observation, measurement, sampling, repair, and maintenance of any of the town's treatment works lying within the easement. All entry, and any subsequent work on the easement, shall be done in final accordance with the terms of the easement pertaining to the private property involved.
 - (3) While performing any necessary work on private properties referred to in subsections (e)(1) and (2) above, the director shall observe all safety and occupational rules established by the owner or occupant of the property and applicable to the premises.
- (f) *Separability.* If any provision of these regulations, or the application of any provision of these regulations to any person or circumstances, is held invalid, the application of such provision to other persons or circumstances, and the remainder of the regulations, shall not be affected thereby.
- (g) *Amendments of the chapter.* Public notice shall be given in accordance with applicable provisions of the Town Charter, other town ordinances, state and federal law, prior to adoption of any amendments of this chapter.

(Ord. of 4-10-12)

Sec. 17-35. Definitions.

- (a) *Specific definitions.* Unless the context of usage indicates otherwise, the meaning of specific terms in this chapter shall be as follows:

Act shall mean the Federal Clean Water Act, 33. U.S.C. 1251 et seq.

Approval authority means the executive director or director of the department of environmental quality.

ASTM shall mean the American Society for Testing and Materials.

Authorized representative of industrial user shall mean:

- (1) A principal executive officer of at least the level of vice president, if the industrial user is a corporation;
or
- (2) A general partner or proprietor if the industrial user is a partnership or sole proprietorship respectively;
or

-
- (3) A duly authorized representative of the individual designated in subsections (1) or (2), above, if such representative is responsible for the overall operation of the facility from which the discharge to the POTW originates. The authorization must be submitted to the ~~(manager)~~ **director** prior to or together with any reports to be signed by the authorized representative.

BOD (denoting biochemical oxygen demand) shall mean the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Celsius, expressed in milligrams per liter.

Building sewer shall mean the extension of the lateral (service) line from a building wastewater plumbing facility to the sewer main or manhole of the treatment works.

Categorical pretreatment standard or *categorical standard* shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(a) and 307(c) of the Act, which apply to specific categories of industrial users which appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

Combined sewer shall mean a sewer intended to receive both wastewater and storm or surface water.

Day shall mean the 24-hour period beginning at 12:01 a.m.

Director shall mean the town director of public utilities or an authorized designee.

Discharger shall mean person or persons, firm, company, industry or other similar sources of wastewater who introduce such into the POTW.

Easement shall mean an acquired legal right for the specific use of land owned by others.

EPA shall mean the United States Environmental Protection Agency.

Establishment shall mean any industrial establishment, mill, factory, tannery, paper or pulp mill, mine, coal mine, colliery, breaker or coal processing operations, quarry, oil refinery, boat, vessel, and each and every other industry or plant or works the operation of which produces industrial wastes or other wastes or which may otherwise alter the physical, chemical or biological properties of any state waters.

Existing source shall mean any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Garbage shall mean the solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, and serving of foods.

Ground water shall mean any water beneath the land surface in the zone of saturation.

Indirect discharge shall mean the introduction of (nondomestic) pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c) or (d) of the Act.

Industrial user or *significant discharger* means a source of indirect discharge, or a nondomestic discharge to a treatment works.

Industrial wastes shall mean liquid or other wastes resulting from any process of industry, manufacture, trade or business, or from the development of any natural resources.

Interference shall mean an inhibition or disruption of the POTW, its treatment processes or operations, or its sludge processes, which clearly causes, in whole or in part, a violation of any requirement of the POTW's VPDES permit, including those discharges that prevent the use or disposal of sludge by the POTW in accordance with any federal or state laws, regulations, permits or sludge management plans.

May is permissible; *Shall* is mandatory.

Municipality shall mean a town, district association, authority or other public body created under the law and having jurisdiction over disposal of sewage, industrial, or other wastes.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake, or any other body of surface or groundwater.

New source shall have the same meaning as provided in 40 CFR Part 403.3(k) (1990).

VPDES shall mean Virginia Pollutant Discharge Elimination System permit program, as administered by the Commonwealth of Virginia.

Owner shall mean the commonwealth or any of its political subdivisions, including, but not limited to, sanitation district commissions and authorities, and public or private institutions, corporations, associations, firms or companies organized or existing under the laws of this or any other state or country, or any person or group of persons acting individually or as a group.

Pass-through shall mean the discharge of pollutants through a POTW into state waters in quantities or concentrations which are a cause in whole or in part of a violation of any requirement of the POTW's VPDES permit, including an increase in the magnitude or duration of a violation.

Person shall mean any individual, firm, company, association, society, partnership, corporation, municipality, or other similar organization, agency or group.

pH shall mean the logarithm of the reciprocal of the hydrogen ion concentration expressed in grams per liter of solution as determined by standard methods.

Pollutant shall mean any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical waste, chemical waste, industrial waste, biological materials, radio active material, heat wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial waste, and certain characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor).

POTW, publicly owned treatment works shall mean any sewage treatment works that is owned by a state or municipality. Sewers, pipes, or other conveyances are included in this definition only if they convey wastewater to a POTW providing treatment.

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to discharge to the Town of Berryville treatment works.

Pretreatment requirements shall mean any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a pretreatment standard.

Pretreatment standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users.

Properly shredded garbage shall mean garbage that has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in the treatment works, with no particle greater than one-half-inch in any dimension.

Residential user (Class 1) shall mean all premises used only for human residency and which ~~is~~ are connected to the treatment works.

Sanitary wastewater shall mean wastewater discharged from the sanitary conveniences of dwellings, office buildings, industrial plants, or institutions.

Significant industrial user shall be defined as follows:

- (1) Has a process wastewater* flow of twenty-five thousand (25,000) gallons or more per average work day;

(*Excludes sanitary, noncontact cooling and boiler blowdown wastewater)

- (2) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW;
- (3) Is subject to categorical pretreatment standards; or
- (4) Has significant impact, either singularly or in combination with other significant dischargers, on the treatment works or the quality of its effluent.

Slug load shall mean any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standard in ~~a~~Article III, ~~s~~Section 17-38 of this chapter or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch discharge.

Standard methods shall mean the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, Water Pollution Control Federation and American Water Works Association.

State shall mean the Commonwealth of Virginia.

Storm sewer shall mean a sewer for conveying storm, surface, and other waters, which is not intended to be transported to a treatment works.

Surface water shall mean:

- (1) All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (2) All interstate waters, including interstate "wetlands";
- (3) All other waters, such as inter/intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, "wetlands," sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - i. Which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - ii. From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - iii. Which are used or could be used for industrial purposes by industries in interstate commerce.
- (4) All impoundments of waters otherwise defined as surface waters under this definition;
- (5) Tributaries of waters identified in paragraphs (1) through (7) of this definition;
- (6) The territorial sea; and
- (7) "Wetlands" adjacent to waters other than waters that are themselves wetlands, identified in paragraphs (1) through (6) of this definition.

Suspended solids shall mean the total suspended matter that either floats on the surface of, or is in suspension in, water or wastewater as determined by standard methods.

Treatment facility shall mean only those mechanical power-driven devices necessary for the transmission and treatment of pollutants (e.g., pump stations, unit treatment processes).

Treatment works shall mean any devices and systems used for the storage, treatment, recycling and/or reclamation of sewage or liquid industrial waste, or other waste necessary to recycle or reuse water, including intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power and other equipment and their appurtenances, extensions, improvements, remodeling, additions, or alterations, and any works, including land that will be an integral part of the treatment process or is used for ultimate disposal of

residues resulting from such treatment, or any other method or system used for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined sewer water and sanitary sewer systems.

Toxics shall mean any of the pollutants designated by federal regulations pursuant to Section 307(a)(1) of the Act.

User shall mean a source of wastewater discharge into a POTW.

User permit shall mean a document issued by the POTW to the user that permits the connection and/or introduction of wastes into the treatment works under the provisions of this chapter.

Wastewater shall mean a combination of liquid and water-carried wastes from residences, commercial buildings, industries, and institutions, together with any groundwater, surface water, or stormwater that may be present.

WPCF shall mean the Water Pollution Control Federation.

- (b) *General definitions.* Unless the context of usage indicates otherwise, the meaning of terms in this chapter and not defined in subsection (a) above, shall be as defined in the Glossary: Water and Wastewater Control Engineering prepared by Joint Editorial Board of the American Public Health Association, American Society of Civil Engineers, American Water Works Association, and Water Pollution Control Federation, ~~Copyright 1969~~ current edition.

(Ord. of 4-10-12)

Sec. 17-36. Use of town's treatment works and treatment facility.

- (a) *Waste disposal.* It shall be unlawful for any person to place, deposit, or permit to be deposited in any condition that may be considered as an unsanitary or unhygienic manner on public or private property within the Town of Berryville, or in any area under the jurisdiction of said town, any human or animal excrement, garbage, or other objectionable waste.
- (b) *Wastewater discharges.* It shall be unlawful under state and federal law to discharge without a VPDES permit to any natural outlet within the Town of Berryville or in any area under its jurisdiction. Wastewater discharges to the town's treatment works are not authorized unless permitted by director in accordance with provisions of this chapter.
- (c) *Wastewater disposal.* Except as provided in this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.
- (d) *Connection to treatment works required.* The owner of any house, building, or property which is used for commercial, industrial and/or residential purposes, abutting on any street, alley, or rights-of-way in which there is or may be located a sewer connected to the treatment works of the town, is required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly to the proper sewer in accordance with the provisions of this chapter, within one hundred eighty (180) days after notice that sewer is available within two hundred fifty (250) feet of the property line. This section shall not apply to any person served by a privately constructed, owned, operated, and maintained sewer and treatment facility which discharges directly to a natural outlet in accordance with the provisions of this chapter and applicable state and federal laws.

(Ord. of 4-10-12)

Sec. 17-37. Building sewers and connections.

- (a) *Cost for building sewer installation, connection, maintenance, and repair.* All costs and expenses incident to the installation, connection, maintenance and repair of the building sewer shall be borne by the owner or occupant. The owner/occupant shall indemnify the town from any loss or damage that may directly or indirectly be occasioned by the installation, maintenance and /or repair of the building sewer.
- (b) *Connection permit.*
- (1) No person shall uncover, make any connections with, use, alter, or disturb any wastewater sewer or storm sewer without first obtaining a written permit from the director of public works.
 - (2) There shall be two (2) classes of permits for connections to the town's treatment works and treatment facilities.

CLASS I—Residential

CLASS II—Industrial

In all cases, the owner shall make application for a permit to connect to the town's treatment works on a form furnished by the town. The permit application shall be supplemented by wastewater information required to administer this chapter. Connection ~~application~~ **and availability** fees, as identified in the latest edition of the Town of Berryville Schedule of Water and Sewer Fees and Charges, shall be paid at time of application.
 - (3) Connections to a ~~storm~~ sewer shall be subject to a connection permit and inspection fee. Connection permit and inspection fees, as identified in the latest edition of the Town of Berryville Schedule of Water and Sewer Fees and Charges, shall be paid at time of application. Such connections shall be subject to the provisions of this chapter and the approval of the director ~~and director of public works~~.
- (c) *Separate connections required.* A separate and independent building sewer shall be provided for every building except where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, ~~or~~ driveway, **or when the town manager determines that it is in the best interest of the town to permit a shared building sewer**. When this occurs, the building sewer serving the front building may be extended to the rear building and the whole considered as one (1) building sewer. The town assumes no obligation or responsibility for damage caused by or resulting from any single building sewer which serves two (2) buildings **and may require the property owners utilizing the shared building sewer to enter into a shared maintenance agreement for the building sewer and that such agreement be recorded in the land records of the clerk of the Circuit Court of Clarke County, Virginia.**
- (d) *Existing building sewers.* Existing building sewers may be used for connection of new buildings only when they are found, on examination and testing by the director of public works, to meet the requirements of this chapter.
- (e) *Building sewer design.* The size, slope, alignment, construction materials, trench excavation and backfill methods, pipe placement, jointing and testing methods used in the construction and installation of a building sewer shall conform to the building and plumbing code or other applicable requirements of the town. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF shall apply.
- (f) *Building sewer elevation.* Whenever practicable, the building sewer shall be brought to a building at an elevation below the basement floor. In buildings in which any building drain is too low to permit gravity flow to the town's treatment works, wastewater carried by such building drain shall be lifted by an approved means and discharged to a building sewer draining to the town sewer. The cost of said lifting shall be borne

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by the property owner. The property owner shall be responsible for maintaining all equipment and improvements required to lift the discharge.

(g) *Surface runoff and groundwater drains.*

- (1) No person shall connect roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains to any sewer which is connected to a treatment works.
- (2) Roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains shall discharge to natural outlets or storm sewers.

(h) *Conformance to applicable codes.* The connection of a building sewer into a treatment works shall conform to the requirements of the building and plumbing code or other applicable requirements of the town, or the procedures set forth in appropriate specifications of the Commonwealth of Virginia Sewerage Regulations, Uniform Building Code of Virginia, and American Society of Testing Materials. The connections shall be made gas-tight and water-tight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved in writing by the director **of public works** before installation.

(i) *Connection inspection.* The applicant for a building sewer or other drainage connection permit shall notify the director when such sewer or drainage connection is ready for inspection prior to its connection to the town's treatment works. Such connection inspections and testing as deemed necessary by the director shall be made by the director of public works or authorized designee.

(j) *Excavation guards and property restoration.* Excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property **may not be** disturbed in the course of the work **prior to issuance of a land use permit by the town** and shall be restored in a manner satisfactory to the Town of Berryville.

(k) *Protection of capacity for existing users.* The director shall not issue a permit for any class of connection to the town's treatment works or treatment facilities unless there is sufficient capacity, not legally committed to other users, in the treatment works and treatment facilities to convey and adequately treat the quantity of wastewater which the requested connection will add to the treatment works or treatment facility. The director may permit such a connection if there are legally binding commitments to provide the needed capacity.

(Ord. of 4-10-12)

Sec. 17-38. Conditions to use the town's treatment works.

(a) *Special uses of treatment works.* All discharges of stormwater, surface water, groundwater, roof runoff, subsurface drainage, or other waters not intended to be treated in the treatment facility shall be made to storm sewers or natural outlets designed for such discharges. Any connection, drain, or arrangement which will permit any such waters to enter any other sewer shall be deemed to be a violation of this section and this chapter.

(b) *Industrial user, general prohibition upon.* An industrial user shall not introduce any pollutants into the town's treatment works which will pass through or interfere with the operation or performance of the treatment facilities.

(c) *Restricted discharges.*

- (1) No person shall discharge or cause to be discharged to any of the town's treatment works any substances, materials, waters, or wastes in such quantities or concentrations which do or are likely to:
 - Create a fire or explosion hazard including, but not limited to, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas; waste stream with a closed cup

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(Supp. No. 35)

flashpoint of less than one hundred forty (140) degrees Fahrenheit or sixty (60) degrees Centigrade using test methods specified in 40 CFR 261.21;

- ii. Cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities, but in no case discharges with the following properties:
 - Having a pH lower than 6.0 or greater than 10.0;
- iii. Cause obstruction to the flow in sewers, or other interference with the operation of treatment facilities due to accumulation of solid or viscous materials;
- iv. Constitute a rate of discharge or substantial deviation from normal rates of discharge, ("slug discharge"), sufficient to cause interference in the operation and performance of the treatment facilities;
- v. Contain heat in amounts which are likely to accelerate the biodegradation of wastes, causing the formation of excessive amounts of hydrogen sulfide in the treatment works or inhibit biological activity in the treatment facilities, but in no case shall the discharge of heat cause the temperature in the town wastewater sewer to exceed sixty-five (65) degrees Celsius (one hundred fifty (150) degrees Fahrenheit) or the temperature of the influent to the treatment facilities to exceed forty (40) degrees Celsius (one hundred four (104) degrees Fahrenheit);
- vi. Contain more than one hundred (100) milligrams per liter of nonbiodegradable oils of mineral or petroleum origin;
- vii. Contain floatable oils, fat, or grease;
- viii. Contain noxious gases, vapors or fumes, malodorous gas or substance in quantities that may cause a public nuisance or cause acute human or safety problems;
- ix. Contain radioactive wastes in harmful quantities as defined by applicable state and federal regulations;
- x. Contain any garbage that has not been properly shredded;
- xi. Contain any odor or color producing substances exceeding concentration limits which may be established by the director for purposes of meeting the town's VPDES permit;
- xii. Petroleum oil, nonbiodegradeable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through;
- xiii. Any trucked or hauled pollutants except at designated discharge points.

- (2) If, in establishing discharge restrictions, discharge limits, or pretreatment standards pursuant to the article, the director establishes concentration limits to be met by a user, the director in lieu of concentration limits, may establish mass limits of comparable stringency for an individual user at the request of such user. Upon approval by the state, such limits should become pretreatment standards.

(d) *Categorical pretreatment standards.*

- (1) No person shall discharge or cause to be discharged to any treatment works wastewaters containing substances subject to an applicable categorical pretreatment standard promulgated by EPA in excess of the quantity prescribed in such applicable pretreatment standards except as otherwise provided in this section. Compliance with such applicable pretreatment standards shall be within three (3) years of the date the standard is promulgated, provided, however, compliance with a categorical pretreatment standard for new sources shall be required upon commencement of discharge to the treatment works.
- (2) The director shall notify any industrial user affected by the provisions of this section and establish an enforceable compliance schedule for each.

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- (3) No person shall discharge trucked hazardous wastes to the town's treatment works.
- (e) *Special agreements.* Nothing in this article shall be construed as preventing any agreement or arrangement between the town and any user of the treatment works and treatment facility whereby wastewater of unusual strength or character (only in terms of BOD and/or suspended solids) is accepted into the system and specially treated subject to additional payments or user charges as may be applicable.
- (f) *Water and energy conservation.* The conservation of water and energy shall be encouraged by the director. In establishing discharge restrictions upon users, the director shall take into account already implemented or planned conservation steps revealed by the user. Upon request of the director, each user will provide the director with pertinent information showing that the quantities of substances or pollutants have not been and will not be increased as a result of the conservation steps. Upon such a showing to the satisfaction of the director, he shall make adjustments to discharge restrictions, which have been based on concentrations to reflect the conservation steps.
- (g) *Excessive discharge.* No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the town or state.
- (h) *Accidental discharges.*
- (1) Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this chapter. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the town for review, and shall be approved by the town before construction of the facility. No user who commences contribution to the POTW after the effective date of this chapter shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the town. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this chapter. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.
- (2) Within five (5) days following an accidental discharge, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the treatment works and treatment facility, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.
- (3) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(Ord. of 4-10-12)

Sec. 17-39. Industrial dischargers.

- (a) *Information requirements.*

(1) All industrial dischargers shall file with the town wastewater information deemed necessary by the director for determination of compliance with this chapter, the town's VPDES permit conditions, and state and federal law. Such information shall be provided by completion of a questionnaire designed and supplied by the director and by supplements thereto as may be necessary. Information requested in the questionnaire and designated by the discharger as confidential is subject to the conditions of confidentiality as set out in subsection (a)(3).

(2) Where a person owns, operates or occupies properties designated as an industrial discharger at more than one (1) location, separate information submittals shall be made for each location as may be required by the director.

(3) Information and data on an industrial user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the town that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this chapter, The Virginia Pollutant Discharge Elimination System (VPDES) Permit, state disposal system permit and/or the pretreatment programs, provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the town as confidential, shall not be transmitted to any governmental agency or to the general public by the town until and unless a ten-day notification is given to the user.

(b) User permits.

(1) All significant industrial users proposing to connect to or to contribute to the treatment works shall obtain a user permit before connecting to or contributing to the treatment works. All existing significant industrial users connected to or contributing to the treatment works shall obtain a user permit within one hundred eighty (180) days after the effective date of this chapter.

(2) Significant industrial users required to obtain a permit shall complete, and file with the town, an application in the form prescribed by the town. Applicants for significant industrial user permits shall pay a fee, as identified in the latest edition of the Town of Berryville Schedule of Water and Sewer Fees and Charges, at time of application. Existing significant industrial users shall apply for a permit within thirty (30) days after the effective date of this chapter, and proposed new significant industrial users shall apply at least ninety (90) days prior to connecting to or contributing to the treatment works. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

i. Name, address, and location, (if different from address);

ii. SIC number according to the Standards Industrial Classification Manual, Bureau of the Budget, 1987, as amended;

iii. Wastewater constituents and characteristics including, but not limited to, those mentioned in section 17-38 of this chapter as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;

iv. Time and duration of contribution;

- v. Average daily and peak wastewater flow rates, including daily, monthly and seasonal variations, if any;
- vi. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by their size, location and elevation;
- vii. Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
- viii. The nature and concentration of any pollutants in the discharge. A statement identifying the applicable pretreatment standards and requirements, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional O&M and/or additional pretreatment is required for the user to meet applicable pretreatment standards;
- ix. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

The following conditions shall apply to this schedule:

- a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.);
- b. No increment referred to in paragraph a. above shall exceed one (1) year;
- c. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress; the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than one (1) year elapse between such progress reports to the director.
- x. Each product produced by type, amount, process or processes and rate of production;
- xi. Type and amount of raw materials processed (average and maximum per day);
- xii. Number of type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- xiii. Any other information as may be deemed by the town to be necessary to evaluate the user permit application.

The Town of Berryville will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the town may issue a user permit subject to terms and conditions provided herein.

- (3) Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the user permit of users subject to such standards shall be revised to require compliance with such standard if they are more restrictive than the local limits developed by the POTW within the timeframe prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a user permit as required by subsection (b)(2), the user shall

apply for a user permit within one hundred eighty (180) days after the promulgation of the applicable National Categorical Pretreatment Standard. In addition, the user with an existing user permit shall submit to the (manager), within one hundred eighty (180) days after the promulgation of an applicable federal categorical pretreatment standard, the information required by subsection (b)(2)viii. and ix.

(4) Permit conditions. User permits shall be expressly subject to all provisions of this chapter and all other applicable regulations, user charges and fees established by the town. Permits shall contain the following:

- i. The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer;
- ii. Limits on the average and maximum wastewater constituents and characteristics;
- iii. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- iv. Requirements for installation and maintenance of inspection and sampling facilities;
- v. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- vi. Compliance schedules;
- vii. Requirements for submission of technical reports or discharge reports (See subsection (c));
- viii. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the town, and affording the town access thereto;
- ix. Requirements for notification of the town for any new introduction of wastewater constituents or any substantial change in volume or character of the wastewater constituents being introduced into the treatment works;
- x. Requirements for immediate notification of slug discharges;
- xi. Other conditions as deemed appropriate by the town to ensure compliance with this chapter; and
- xii. Statement of applicable remedies.

(5) User permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of one hundred eighty (180) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the town during the term of the permit as limitations or requirements as identified in subsection (b) are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(6) User permits are issued to a specific user for a specific operation. A user permit shall not be reassigned or transferred or sold by the user to a new owner, new user, different premises, or a new or changed operation without the approval of the town. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit in the interim prior to the issuance of the respective new permit.

(c) Reporting requirements for permittee.

(1) Within ninety (90) days following the date for final compliance with applicable pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the

wastewater treatment facilities, any user subject to pretreatment standards and requirements shall submit to the director a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards and requirements and the average and maximum daily flow for these process units in the user facility which are limited by such pretreatment standards or requirements. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. In addition, the report shall contain the results of any sampling and analysis of the discharge as specified in paragraph (c)(2) below. This statement shall be signed by an authorized representative of the user, and certified to by a qualified professional.

(2) Any user subject to a pretreatment standard, after the compliance date of such pretreatment standard, or, in the case of such pretreatment standard or in the case of a new source, after commencement of the discharge into the treatment works, shall submit to the director during the months of June and December, unless required more frequently in the pretreatment standard or by the director, a report indicating the nature and concentration, of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported. At the discretion of the director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the director may agree to alter the months during which the above reports are to be submitted.

i. The director may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (c)(1) of this section shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the director, of pollutants contained therein which are limited by the applicable pretreatment standards. The frequency of monitoring shall be prescribed in the permit. All analysis shall be performed in accordance with procedures established by EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other test procedures approved by EPA. Sampling shall be performed in accordance with the techniques approved by EPA. All samples analyzed by this method should be reported.

(d) *Provision for monitoring.*

(1) When required by the director, the owner of any property serviced by a building sewer carrying Class II wastewater discharges shall provide suitable access and such necessary meters and other devices in the building sewer to facilitate observation, sampling, and measurement of the wastewater. Such access shall be in a readily and safely accessible location and shall be provided in accordance with plans approved by the director. The access shall be provided and maintained at the owner's expense so as to be safe and accessible at reasonable times.

(2) The director shall consider such factors as the volume and strength of discharge, rate of discharge, quantities of toxic materials in the discharge, treatment facility removal capabilities, and cost effectiveness in determining whether or not access and equipment for monitoring Class II wastewater discharges shall be required.

(3) Where the director determines access and equipment for monitoring or measuring Class II wastewater discharges is not practicable, reliable, or cost effective, the (manager) may specify alternative methods of determining the characteristics of the wastewaters discharge which will, in the director's judgment, provide a reasonably reliable measurement of such characteristics.

(4) Measurements, tests, and analyses of the characteristics of wastewater required by this chapter shall conform to 40 CFR, Part 136 and be performed by a qualified laboratory. When such analyses are required of a discharger, the discharger shall make arrangement with any qualified laboratory to perform such analyses.

(5) Fees for any given measurement, test, or analysis of wastewater required by this chapter and performed by the town shall be the same for all classes of dischargers, regardless of the quantity or quality of the discharge and shall reflect only direct cost. Costs of analyses performed by an independent laboratory at the option of discharger shall be borne directly by the discharger.

(e) *Costs of damage.* If the drainage or discharge from any establishment causes a deposit, obstruction, or damage to any of the town's treatment works or treatment facility, the director shall cause the deposit or obstruction to be promptly removed or cause the damage to be promptly repaired. The cost for such work, including materials, labor, and supervision shall be borne by the person causing such deposit, obstruction, or damage.

(Ord. of 4-10-12)

Sec. 17-40. Pretreatment.

(a) *Wastewaters with special characteristics.*

(1) While the director should initially rely upon the Federal Categorical Pretreatment Standards to protect wastewater facilities or receiving waters, if any wastewater which contains substances or possesses characteristics shown to have deleterious effect upon the treatment works or treatment facilities, processes, equipment, or receiving waters, or constitutes a public nuisance or hazard, is discharged or is proposed for discharge to the wastewater sewers, the director may require any or all of the following:

i. Pretreatment by the user or discharger to a condition acceptable for discharge to the treatment works;

ii. Control over the quantities and rates of discharge;

iii. The development of compliance schedules to meet any applicable pretreatment requirements;

iv. The submission of reports necessary to assure compliance with applicable pretreatment requirements;

v. Carry out all inspection, surveillance, and monitoring necessary to determine compliance with applicable pretreatment requirements;

vi. Obtain remedies for noncompliance by any user. Such remedies may include injunctive relief, the civil penalties specified in subsection 17-42(f) of this chapter, or appropriate criminal penalties; or

vii. Reject the wastewater if evidence discloses that discharge will create unreasonable hazards or have unreasonable deleterious effects on the treatment works or treatment facilities.

(2) When considering the above alternatives, the director shall assure that conditions of the town's permit are met. The director shall also take into consideration cost effectiveness, the economic impact of the alternatives, and the willful noncompliance of the discharger. If the director allows the pretreatment or equalization of wastewater flows, the installation of the necessary facilities shall be subject to review. The director shall review and recommend any appropriate changes to the program, within thirty (30) days of submittal.

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- (3) Where pretreatment or flow-equalizing facilities are provided or required for any wastewater, they shall be maintained continuously in satisfactory and effective operation at the expense of the owner.
 - (b) *Compliance with pretreatment requirements.* Persons required to pretreat wastewater in accordance with subsection (a) above shall provide a statement, reviewed by an authorized representative of the user and certified by such representative indicating whether applicable pretreatment requirements are being met on a consistent basis and, if not, describe the additional operation and maintenance or additional pretreatment required for the user to meet the pretreatment requirements. If additional pretreatment or operation and maintenance will be required to meet the pretreatment requirements, the user shall submit a plan (including schedules) to the director as described in subsection 17-39(b)(2)ix. The plan (including schedules) shall be consistent with applicable conditions of the town's permit or other local, state or federal laws.
 - (c) *Monitoring requirements.* Discharges of wastewater to the town's treatment works from the facilities of any user shall be monitored in accordance with the provisions of the user's permit.
 - (d) *Effect of federal law.* In the event that the federal government promulgates a regulation for a given new or existing user in a specific industrial subcategory that establishes pretreatment standards or establishes that such user is exempt from pretreatment standards, such federal regulations shall immediately supersede subsection (a) if they are more stringent.
 - (e) *Certification.* All reports and permit applications must be signed by the industrial user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and if not, whether additional O&M and/or additional pretreatment is required to meet the pretreatment standards and requirements.

(Ord. of 4-10-12)

Sec. 17-41. Wastewater service, charges and industrial cost recovery.

- (a) *Wastewater service charges.* Charges and fees for the use of the public treatment works and treatment facility shall be based upon the actual use of such system, or contractual obligations for a level of use in excess of current actual use. Property value may be used to collect the amount due as permitted by law.
- (b) *Industrial cost recovery.* Users of the town's treatment works and treatment facilities will also be assessed industrial cost recovery charges as required by law.
- (c) *Determination of system use.*
 - (1) The use of the town's treatment works and treatment facilities shall be based upon actual measurement and analysis of each user's wastewater discharge, in accordance with provisions of subsection 17-39(d) to the extent such measurement and analysis is considered by the director to be feasible and cost-effective.
 - (2) Where measurement and analysis is considered not feasible, determination of each user's use of the treatment works and treatment facilities shall be based upon the quantity of water used whether purchased from a public water utility or obtained from a private source, or an alternative means as provided by subsection (c)(3) below.
 - (3) The director, when determining actual use of the town's treatment works and treatment facilities based on water use, shall consider consumptive, evaporative, or other use of water which results in a significant difference between a discharger's water use and wastewater discharge. Where appropriate, such consumptive water use may be metered to aid in determining actual use of the treatment works and treatment facilities. The meters used to measure such water uses shall be of a type and installed in a manner approved by the director. (The actual average water use by each residential user (Class I)

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during the three (3) months of (January, February, and March) shall be used as the measure of each respective residential user's actual use of the sewer system throughout the year.)

(Ord. of 4-10-12)

Sec. 17-42. Enforcement.

(a) *Harmful contributions.* The town may suspend the wastewater treatment service and/or a user permit when such suspension is necessary, in the opinion of the town, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of humans, to the environment, causes interference to the treatment facilities or causes the town to violate any condition of its VPDES permit.

Any person notified of a suspension of the wastewater treatment service and/or the user permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the town shall take such steps as deemed necessary, including immediate severance of the sewer connection and/or the seeking of legal and equitable relief in the circuit court, to prevent or minimize damage to the wastewater treatment facilities or endangerment to any individuals. The town shall reinstate the user permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the town within fifteen (15) days of the date of occurrence.

(b) *Revocation of permit.* Any user who violates the following conditions of this ordinance, or applicable state and federal regulations, is subject to having his permit revoked in accordance with the procedures of article IX[sic] of this chapter for:

- (1) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;
- (2) Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;
- (3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
- (4) Violation of conditions of the permit.

(c) *Notification of violation.* Whenever the town finds that any user has violated or is violating this chapter, user permit, or any prohibition or limitation of requirements contained herein, the town may serve upon such person a written notice stating the nature of the violation. Within thirty (30) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the town by the user.

(d) *Show cause hearing.*

- (1) The town may order any user who causes or allows an unauthorized discharge to show cause why the proposed enforcement action should not be taken. Such hearings shall be preceded by a notice being served on the user specifying the time and place of the hearing, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.
- (2) The director may conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the public utilities department to

Issue in the name of the director notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

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- ii. Take the evidence;
 - iii. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the director for action thereon.
- (3) At any hearing held pursuant to this chapter, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the transcript costs.
 - (4) After the director has reviewed the evidence, he may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and existing treatment facilities, devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.
- (e) *Legal action.* If any person discharges sewage, industrial wastes or other wastes into the city's treatment works contrary to the provisions of this chapter, applicable federal or state pretreatment requirements, or any order of the town or if any industrial user refuses access to the director or his designee for purposes of inspection, the town attorney may commence an action for appropriate legal and/or equitable relief in the circuit court.
- (f) *Penalties.*
- (1) Any person or user that violates the provisions of this chapter or a user/discharge permit hereunder shall be subject to a penalty of one thousand dollars (\$1,000.00) per day and/or shall, upon conviction, be guilty of a Class II misdemeanor for each day the violation continues.
 - (2) Each day, or portion thereof, a violation continues shall constitute a separate violation.
- (g) *Falsifying information.* Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter, or user permit, or who falsifies any monitoring device or method required under this ordinance, shall upon conviction, be guilty of a Class I misdemeanor.
- (Ord. of 4-10-12)

Sec. 17-43. Private sewage disposal.

- (a) Where a public sanitary sewer is not available under the provisions of subsection 17-35(d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article.
- (b) The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the state and local departments of health. No septic tank or cesspool shall be permitted to discharge to any public sewer, or natural inlet, or abutting public or private property.
- (c) The owner shall operate and maintain his private sewage disposal facilities in a safe, sanitary manner, at no expense to the town, and with no nuisance whatsoever to others.

(Ord. of 4-10-12)

Sec. 17-44. Special provisions.

Where water from the town water system is used for **cooling**, manufacturing, farming, horticultural, or poultry operations and such water is not being returned to the public sewer system, the user may install a

separate water meter to avoid payment of a sewer usage fee for such operations. Such meters shall be subject to a separate minimum water fee. Costs for installing the meters shall be borne by the user.

(Ord. of 4-10-12)

Sec. 17-45. Extension of sanitary sewer lines within the town limits.

- (a) Sewer main extensions from existing sewer mains within the town limits shall be made in accordance with the Subdivision Ordinance of the Town of Berryville, or if not covered by such ordinance, may be made by the town subject to the availability of funds and the concurrence of the town council. All such construction shall conform to all applicable ordinances and standards, and upon final inspection by the superintendent and acceptance in writing by the town shall immediately become the property of the Town of Berryville.
- (b) When any sewer in any street or other right of way is completed and ready for use, the owner of every abutting lot containing an active building whereon sewer is supplied for any human use shall cause such building to be connected with such sewer main.
- (c) No connection shall be made to any sewer lateral except after the written application therefor has been approved by the town manager or designee and the superintendent director of public works or designee and the required permit has been obtained.

(Ord. of 4-10-12)

Sec. 17-46. Extension of sanitary sewer lines outside the town limits.

- (a) Extension of existing public sewer lines to areas outside the town limits may be made only after special written application by the developers or users and approval by the town council.
- (b) The total cost of such extensions shall be paid by the developers and user(s) in addition to the appropriate connection fees. The town shall not be made a party to any such agreements for reimbursement or sharing of costs for the extension. Such agreements shall be solely between the requesting person and any future or present landowners.
- (c) Any easements required for extensions under this article shall be obtained, and paid for by the person(s) desiring the extension. Such easements shall be recorded in the name of the Town of Berryville.
- (d) Construction of all such extensions shall conform to all applicable ordinances and standards, and upon final inspection by the director of public works or designee and acceptance in writing by the town, All extensions shall immediately become the property of the Town of Berryville. ~~upon final inspection by the superintendent and acceptance by the town.~~
- (e) Whenever extension approval is granted, and before a permit is issued, the town shall require the applicant(s) to enter into an agreement thereby agreeing to be governed by the ordinances and laws of the town concerning the sewage works and any special regulations that the town council may, from time to time, adopt and direct.

(Ord. of 4-10-12)

Secs. 17-47, 17-48. Reserved.

ARTICLE IV. WATER AND SEWER SERVICE CHARGES²

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(Supp. No. 35)

Sec. 17-49. Rates—For water.

The charges for water furnished by the town shall be based on ~~the amount one hundred (100) percent of the~~ water passing through the meter, whether such water is used or wasted, and shall be at such rates as are prescribed, from time to time, by the council.

(Ord. of 4-10-12)

Sec. 17-50. Same—For sewer service.

Charges for sewer services rendered by the town shall be based upon one hundred (100) percent of the amount of water passing through the water meter to the premises in question, and shall be at such rates as are prescribed, from time to time, by the council.

(Ord. of 4-10-12)

Sec. 17-51. Deposit to assure payment.

To assure payment of charges provided for in this article, any customer who receives water for residential property which he does not own shall be required to make a cash deposit with the town, in such amount as is prescribed, from time to time, by the council. Such deposit may be required of other customers, if deemed necessary by the town manager.

(Ord. of 4-10-12)

Sec. 17-52. Estimated charges in case of defective meter.

If at any time it is found that a meter installed for the measurement of water supplied by the town has been tampered with or for any reason fails to register or shall be found defective in registering since the previous reading, the water consumption for such period shall be estimated from other similar readings and the average taken of such readings for the same period, or from past readings or from a like installation, and the charges provided for in this article shall be based on such estimate.

(Ord. of 4-10-12)

Sec. 17-53. Responsibility for payment in case of multiple occupants served by same service line and meter.

When water is supplied by the town through a single service line on which there is only one (1) meter and such water is used by more than one (1) segregated unit in the building, the owner of the building shall be responsible for the payment of the charges provided for in this article.

(Ord. of 4-10-12)

²State law reference(s)—Authority of town to charge and collect compensation for water and sewer service, Code of Virginia, §§ 15.1-321, 15.1-875. See also, §§ 15.1-175, 15.1-876.

Sec. 17-54. Statements generally.

All statements for town water and sewer service shall be computed by the treasurer on the basis of the rates prescribed by the council and shall be on a monthly basis. Such statements shall be rendered to the property owner, occupant or user as soon as practicable after monthly meter readings. Such statements shall be considered the correct assessment, unless a correction is requested of the town manager within ~~ten~~ **fifteen** (~~10~~ **15**) days after the date of the statement.

(Ord. of 4-10-12)

Sec. 17-55. Billing when tenants change between periods.

Water and sewer charges for any billing period in which there has been a change in tenants between the time meters are read for one (1) period and read for the following period shall be billed to the owner of the property.

(Ord. of 4-10-12)

Sec. 17-56. Complaints as to charges; overassessments.

Any user of water or of sewer service having a complaint in connection with the assessment of charges under this article shall report the same to the town manager, within ~~ten~~ **fifteen** (~~10~~ **15**) days after the date of the statement rendered for such charges. The town manager shall investigate such complaint and, if warranted by the facts, shall adjust the assessment. Any user who feels that he is overassessed may have his meter tested by the town, by payment of such fee as is prescribed, from time to time, by the council. If the meter is found to overregister, the fee shall be returned, but if the meter is correct or under registering, the fee shall be retained by the town to cover the cost of the test.

(Ord. of 4-10-12)

Sec. 17-57. When due and payable.

Statements for charges due under this article shall be due and payable upon presentation and will be considered delinquent, if not paid ~~within fifteen (15) days from the billing date~~ **on or before the due date represented on the statement.**

(Ord. of 4-10-12)

Sec. 17-58. Service charge and discontinuing service for delinquencies.

If the statement for water and sewer service is not paid within ~~fifteen (15)~~ **sixty (60)** days of its **due** date, a service charge, in such amount as is prescribed, from time to time, by the council, will be added and service will be discontinued **in accordance with Virginia Code §15.2-2121.2**, until such statement and service charge shall have been paid in full. Service shall be restored when all statements and service charges have been brought to date and a reconnection fee, in such amount as is prescribed, from time to time, by the council, is paid to the town.

(Ord. of 4-10-12)

**Framework to consider while deliberating taking legislative action
to end the use of on-site sewage treatment systems in the Town.
June 27, 2025**

Process

- 1) Identify all such systems in Town.
- 2) Determine which of those properties should be compelled to connect (staff used the 250' standard from the Berryville Code for its preliminary determination) given the current configuration of the collection system.
- 3) Develop a draft ordinance and approach that will set requirements for properties in Town to connect to the Town's sewer collection system.
- 4) Hold a hearing on the draft ordinance. Notice would be provided to all owners of properties on which on-site sewage treatment systems are in use. The Council may want to consider providing notice to the owners of properties that border properties on which such systems are active.
- 5) Amend the Code and develop a policy to address this matter.
- 6) Inform the owners of the properties in question of the change in law and the means by which it will be enforced.

Amend the Code (will have to be written by legal counsel) that:

- 1) Establishes enforceable standards that would be used to determine which properties have access to the collection system.
- 2) Establishes requirement for properties which have access to the collection system to connect to said system. Those requirements could look something like:
 - a. If it is determined by the Virginia Department of Health that the on-site sewage treatment system is no longer functioning properly or in any way constitutes a danger to public health, then the property in question must be connected to the Town's sewage collection system within ? days. The on-site sewage treatment system shall be abandoned in accordance with requirements of the Virginia Department of Health.
 - b. All such properties must be connected to the Town's sewage collection system no later than December 31, 2037.
 - c. Will have to examine what level of misdemeanor this would be and establish per day fines, if possible.
- 3) If not implicit in the previous sections, establishes requirements and standards for required connection of properties to the Town's collection system when the reach of the system is extended. In other words, there may be properties within the Town that do not have access to the collection at present, but may be provided access in the future.
- 4) Examine with attorney whether the Town may impose a requirement for property owners to (or permit the Town to) record a document in the land records of the Clerk of the Circuit Court of Clarke County that would memorialize that the properties in question utilize an on-site sewage treatment system as of the date of recordation and that such system must be abandoned and the property

connect to the Town's sewage collection system in accordance with the requirements of the Berryville Code.

Establish a policy (will have to be written by legal counsel) that provides the following incentives for the properties in question (presumably listed) to connect to the Town's sewage collection system:

- 1) Sewer Availability Fee: The sewer availability fee will be frozen at \$18,468 from time of passage to December 31, 2035. After that time, the availability fee in effect at that time will be applicable to the properties in question.
- 2) Grants (from the General Fund and subject to budget approval and appropriation each year and available on a first come, first served basis until budgeted funds are exhausted):
 - a. From time of passage until December 31, 2029, subject properties connecting to the system may also qualify for grant of up to \$?,000 grant from the Town.
 - b. From January 1, 2030 to December 31, 2033, subject properties connecting to the system may also qualify for a grant of up to \$?,000 (amount from Section (a.) reduced by 50%) grant from the Town.

MINUTES

BERRYVILLE TOWN COUNCIL

Regular Meeting

July 08, 2025

7:00 p.m.

A meeting of the Berryville Town Council was held on Tuesday, July 08, 2025, at 7:00 p.m. at the Berryville-Clarke County Government Center in Berryville.

Town Council

Present: Harry Lee Arnold, Jr., Mayor; Erecka L. Gibson, Vice Mayor; William Steinmetz; Diane Harrison.

Absent: Grant Mazzarino; Ryan Tibbens.

Staff

Present: Keith Dalton, Town Manager; Brandel Kelsey, Town Clerk; Terry Russell, Community Development Director; Cindy Poulin, Treasurer; Chief Neil White, Berryville Police Department

Press 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 invited all those assembled to stand for the Pledge of Allegiance.

3. Approval of Agenda

Ms. Gibson moved to approve the agenda as presented. The motion passed by voice vote.

4. Presentations, Awards, and Recognitions

Mayor announced the retirement of Chief Neil White.

The Town Clerk read the resolution that is **attached**.

Mrs. Harrison moved that the Council of the Town of Berryville approve the attached resolution honoring Neil White's Service to the community. The motion passed by voice vote.

The Mayor presented the resolution to Chief White and thanked him for his service.

5. Public Hearings

None

6. Discussion of Public Hearing Items

None

7. Citizens' Forum

Mayor Arnold called on citizens who have signed up to speak during the forum.

Mrs. Mary Ivie, is a resident that lives on 12 Dorsey St and wanted to let the Council know there are too many semi-trucks turning down the small side streets in town, especially on streets like Dorsey St, Treadwell St, Rice St, and Walnut St. She stated on May 16th a tractor trailer took out a power pole on her street and they were out of power for 9 hours. She was woken up by a semi-truck going down her street at 7:30 a.m. on June 17th. She thinks this is a huge safety issue. She also wanted the Council to know that Chief White has been a wonderful Chief and has been there for her family over the years, she thanked him.

8. Consent Agenda

Mr. Steinmetz moved to approve the consent agenda as presented. The motion passed by voice vote.

9. Unfinished Business

Bond release request from D.R. Horton

Mr. Dalton informed the Council that D.R. Horton had not responded with more information and he would suggest deferring action on this matter to the September meeting.

10. New Business

None

11. Council Member Reports

Mrs. Harrison advised the Council that September 1, 2025 will be her last day on the Council.

12. Staff Reports

Police

Chief White thanked the Council and staff for his fantastic 26 years.

Mr. Dalton stated Sergeant Bristol will be the interim Chief effective July 19, 2025.

Director of Community Development

Mr. Russell spoke about the public hearing he would like to set for Nova Power Systems, Inc. They are requesting a Special Use Permit to allow a contractor's establishment with outdoor storage (Section 609.3(a) of the Town of Berryville Zoning Ordinance) on the property located at 3 Cattleman's Lane, identified as Tax Map Parcel number 14A3-((A))-17, zoned L-1 Industrial.

The Mayor asked what they would be storing and Mr. Russell said trucks, equipment, and fabricated parts.

Ms. Gibson moved that the Council of the Town of Berryville set a public hearing on the following request for September 9, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard:

Nova Power System, Inc. requests a Special Use Permit to permit outdoor storage as a part of a contractor's establishment at 3 Cattleman's Lane, Tax Map Parcel 14A3-((A))-17, zoned L-1 Industrial. Motion passed by voice vote.

Mr. Russell spoke about the second public hearing he would like to set for Matthew and Deborah Renzi, owners of a home occupation. They are requesting an amendment to a Special Use Permit (Section 604.3(g) of the Town of Berryville Zoning Ordinance) in order to change the hours of operation for their home occupation (fitness classes) at the property located at 308 Breckinridge Court, identified as Tax Map Parcel number 14A7-((2))-64, zoned DR-4 Detached Residential.

Mr. Renzi stated he was not looking to extend class hours; he was looking to start personal training sessions instead. They do not want to impede the roads at all with cars, so all their customers will park at the Martins. They will also be getting rid of the weekend hours. Ms. Gibson wanted to know if the hours will change with the time of the year and Mr. Renzi said no, they will be set hours for the year. Mr. Dalton asked what the difference between the classes and personal training was and Mr. Renzi responded the classes typically have about seven people and the personal training are under three people.

Mrs. Harrison moved that the Council of the Town of Berryville set a public hearing on the following request for September 9, 2025 at 7:00 p.m. or as soon thereafter as the matter can be heard: Matthew and Deborah Renzi request an amendment to a Special Use Permit in order to change the permitted hours of operation for a home occupation at 308 Breckinridge Court, Tax Map Parcel 14A7-((2))-64, zoned DR-4 Detached Residential. Motion passed by voice vote.

Town Manager

Mr. Dalton said last month a resident of Hermitage Phase V, Mr. Figert, discussed his concerns over a forebay of a stormwater area near his property. The Deputy Town Manager, the Mayor, the Community Development Director met with the Department of Environmental Quality on site. While DEQ did state that the treatment structure is operating correctly and working as intended, they did offer a few options that may improve it slightly. The next step would be the take over of this area by an HOA. DEQ does not hold bonds on these facilities, they do hold an open permit. DEQ will not close the permit until included improvements are functioning and turned over to the new body that will be responsible for perpetual maintenance.

Treasurer

Mrs. Poulin included for the September meeting the personal property tax of 2019 that needs to be written off for the Council to review.

Mr. Dalton thanked Chief White for his service to the Police Department and also thanked Mrs. Harrison for her service on the Council.

13. Committee Updates

Mayor Arnold recognized the chairs of each standing committee of the Town Council to introduce action items, provide updates, and impart additional information that they think may be helpful to the Council.

Budget and Finance Committee

None

Community Development Committee & Streets and Utilities Committee

None

Personnel, Appointments, and Policy

The Mayor announced there is an opening in Ward 2 for the Town Council and there is an opening on the Tree Board.

Public Safety

None

14. Closed Session

The Council of the Town of Berryville will conduct a closed session in accordance with §2.2-3711.A.1 to review the performance of an employee of the Town Council, consider prospective candidates for employment, and discuss the resignation of an employee.

Mr. Steinmetz moved that the Council of the Town of Berryville enter closed session in accordance with §2.2-3711.A.1 to review the performance of an employee of the Town Council, consider of prospective candidates for employment, and discuss the resignation of an employee and Section §2.2-3711.A.29 of the Code of Virginia, discussion of an award of a public contract involving the expenditure of Public Funds.

Certification Motion and Resolution

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

Resolution

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

NOW, 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:

VOTE BY ROLL CALL:

Mr. Steinmetz-	Aye
Mrs. Harrison-	Aye
Mr. Mazzarino-	Absent
Mr. Tibbens-	Absent
Ms. Gibson-	Aye
Mr. Arnold-	Aye

15. Adjourn

The Council adjourned at 9:30 p.m. on a motion by Mrs. Harrison.

Erecka L. Gibson, Vice Mayor

Brandel Kelsey, Town Clerk



A RESOLUTION OF THE COUNCIL OF THE TOWN OF BERRYVILLE HONORING

W. Neal White

WHEREAS, Neal White has served the Berryville Police Department with honor and integrity for twenty-six years, nineteen as Chief of Police, providing for the safety and security of life and property within the Town of Berryville, assisting law enforcement partners, and building a professional and disciplined police force; and

WHEREAS, he responded at all hours and in all weathers to emergencies, willingly subjecting himself to discomfort and danger, and leading by example while professionally and responsibly administering the laws of the Commonwealth of Virginia and the Code of the Town of Berryville; and

WHEREAS, he fostered relationships of trust and respect with his staff, other departments, vendors, regulatory personnel, and citizens of Berryville as well as developing services and programs, including: fingerprinting of children for identification purposes, safety house checks, youth substance abuse awareness and prevention programs, security assessments, National Night Out community outreach, the publishing of weekly incident reports, formation and organization of Neighborhood Watch programs, Child Safety Seat Installation/Inspection, bicycle safety and security programs, and other public safety and security programs by special arrangement; and

WHEREAS, during his tenure, the Berryville Police Department secured state accreditation by the Virginia Law Enforcement Professional Standards Committee, an accreditation that is achieved by fewer than one third of law enforcement agencies in the Commonwealth, and was repeatedly recognized as one of the top-ten safest places to live in Virginia; and

WHEREAS, Neal utilized his expertise, team-building skills, and vision to respond to citizen complaints in a timely and professional manner, expanded and improved the function of the Police Department, personnel, and operations, and exemplified department core values.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Town of Berryville honors Chief White's exemplary level of dedication and service and gratefully recognizes his contribution to the safety, security, and wellbeing of the Town of Berryville.

By order of the Town Council this 8th day of July, 2025.

Harry Lee Arnold Jr., Mayor

Erecka L. Gibson, Vice Mayor

William Steinmetz
Ward 1

Council Members
Diane Harrison
Ward 2

Grant Mazzarino
Ward 3

Ryan Tibbens
Ward 4

Keith R. Dalton
Town Manager

MINUTES

BERRYVILLE TOWN COUNCIL

Special Meeting

July 29, 2025

5:00 p.m.

A meeting of the Berryville Town Council was held on Tuesday, July 29, 2025, at 5:00 p.m. at the Berryville-Clarke County Government Center in Berryville.

Town Council

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

Absent: Ryan Tibbens

Staff

Present: Keith Dalton, Town Manager; Brandel Kelsey, Town Clerk; Terry Russell, Community Development Director

Press Mickey Powell, Winchester Star

1. Call to Order

Mayor Arnold called the meeting to order at 5:00 p.m.

2. Approval of Agenda

Mr. Mazzarino moved to approve the agenda as **amended**. The motion passed by voice vote.

3. Unfinished Business

Proposed Amendments to FY26 Budget

Mr. Dalton asked that the Town Council agree to set a public hearing about amendments to the FY26 Budget. The amendments are as follows:

1. Mosby Blvd and E Fairfax St sidewalk projects- Move \$100,000 from the general fund revenues Transportation Alternatives Program (TAP) Project Matching Funds Reserve and add to revenues for FY26.
2. Dorsey St Water Main Replacement Project- Move \$150,000 from the Water Distribution System Reserve and add to revenues for FY26.
3. Sewer Main Rehabilitation- Move \$300,000 from the Sewer Collection Reserve and add to revenues for FY26.

Mrs. Harrison moved that the Council of the Town of Berryville set a public hearing on the attached proposed amendments to the FY26 Budget for September 9, 2025 at 7:00 p.m. or as soon thereafter as the matter may be heard.

IFB #2025-04 Mosby Blvd and East Fairfax Street Sidewalk Project

Mr. Russell stated VDOT approved the IFB #2025-04 Mosby Blvd and E Fairfax St Sidewalk Project. He then proceeded to speak from the power point **attached**. Mr. Dalton added there is enough in the Town funds for the project. Mrs. Harrison asked if sidewalk funds from other sidewalk projects can be transferred. Mr. Dalton said yes. Mr. Russell advised that the IFB looks different than they usually look because it is one the state requires. The Pre-Bid meeting will be on August 7, 2025 in the main meeting room and the Bid meeting will be held on August 28, 2025 also in the main meeting room.

Mr. Steinmetz moved that the Council of the Town of Berryville approve the issuance of IFB#2025-04 and authorize the Town Manager to finalize the IFB documents in accordance with State and Federal requirements, and, if the bid does not exceed available funds, award the IFB and execute documents.

4. New Business

Erosion and Sediment Bond Reduction- LGV Group, LLC

Mr. Russell discussed the LGV Group bond reduction. The original bond was for \$124,218 and LGV is requesting it be reduced by \$114, 218, leaving \$10,000 for retainage. The engineer has requested review of an as-built site plan. Mr. Russell suggests the Council authorize the Town Manager to reduce the bond when the requirements of the ESC bond have been satisfactorily completed.

Mrs. Harrison moved that the Council of the Town of Berryville reduce the amount retained for the LGV Group LLC Erosion and Sediment Control Bond to \$10,000.00 when the Town Manager determines that the requirements of the Erosion and Sediment Control Plan have been satisfactorily completed.

Set Erosion and Sediment Bond- Hillson Grove Subdivision

Mr. Russell informed the Council the Erosion and Sediment Bond needed to be set for the Hillson Grove Subdivision. He explained the on-site ESC infrastructure and necessary public improvements on S Church St and Turner Ct. The suggested bond is \$191,858.13 and that includes a 25% contingency. The engineer finds this proposed bond to be satisfactory. Mr. Mazzarino asked Mr. Dalton if he thought it was a reasonable amount and Mr. Dalton stated Pennoni said it is.

Ms. Gibson moved that the Council of the Town of Berryville approve the Erosion and Sediment Control Bond as presented in the amount of \$191, 858.13.

5. Other

Notice of Special Meeting Document

No action required.

6. Adjourn

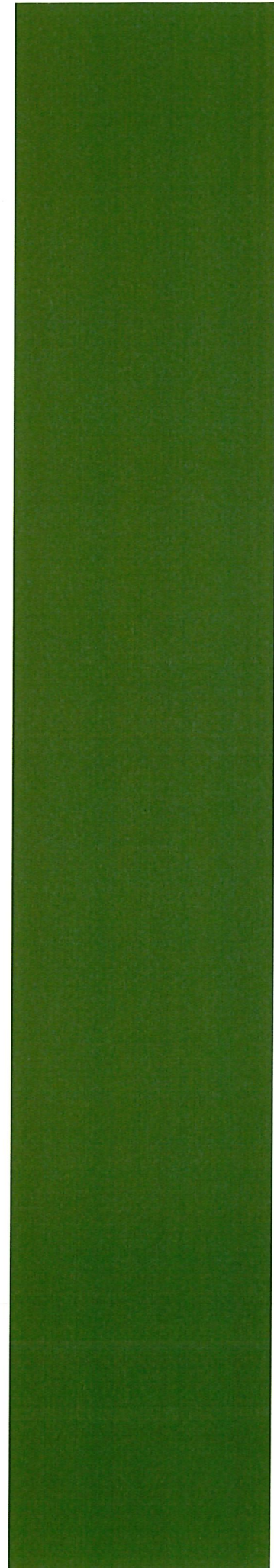
The Council adjourned at 5:25 p.m. on a motion by Ms. Gibson.

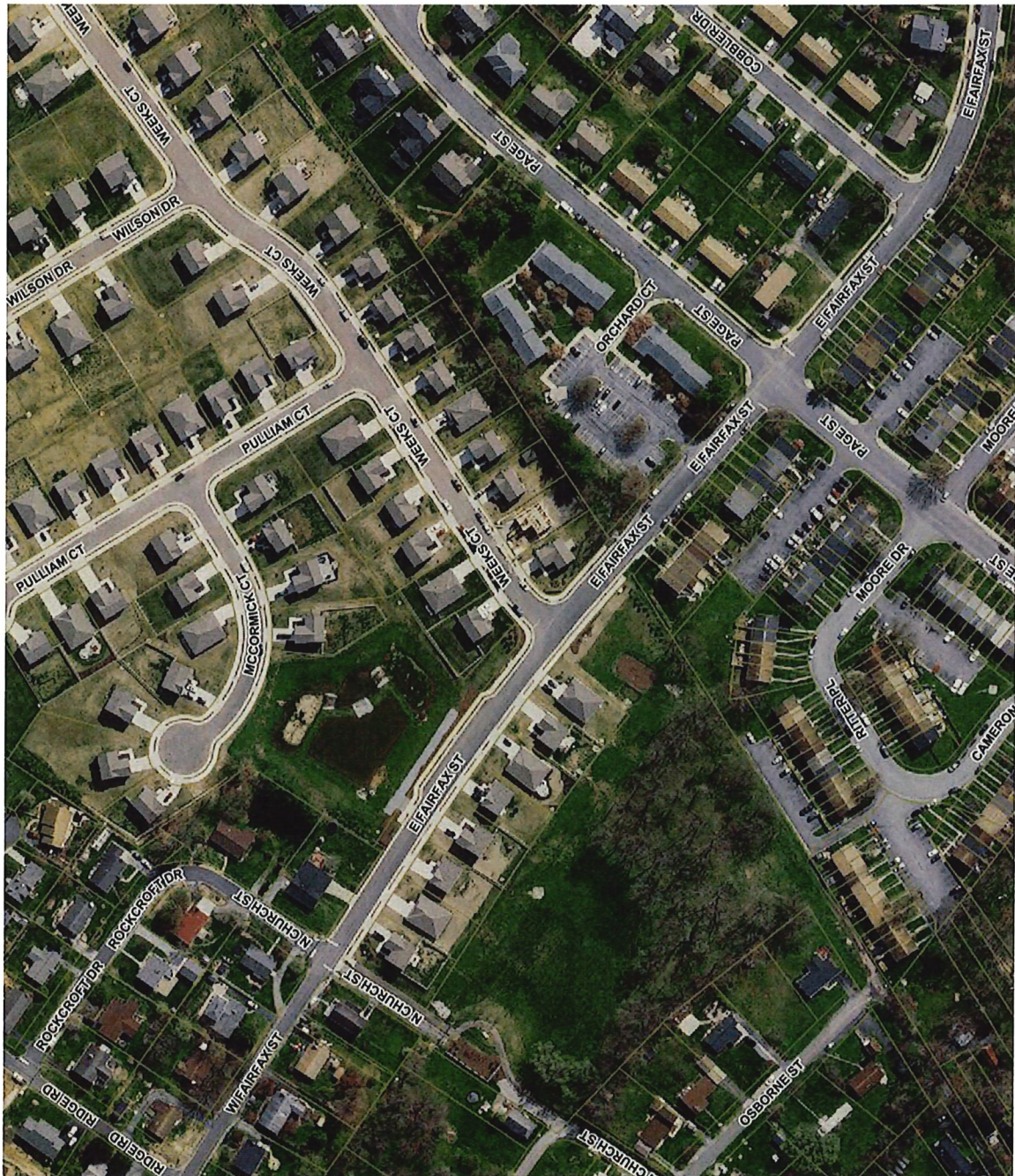
Erecka L. Gibson, Vice Mayor

Brandel Kelsey, Town Clerk



BERRYVILLE
EST. 1798 *Genuine* VIRGINIA







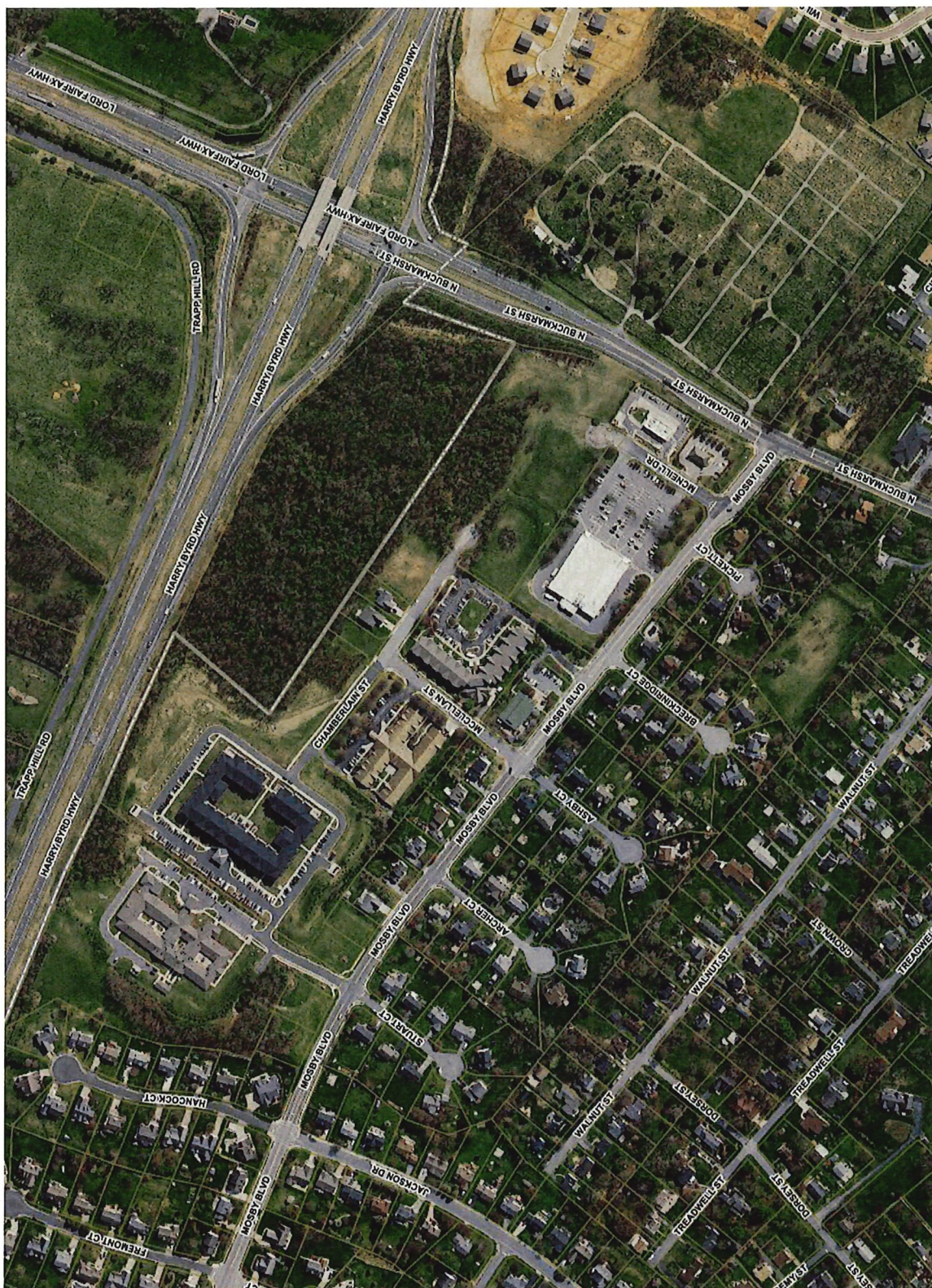


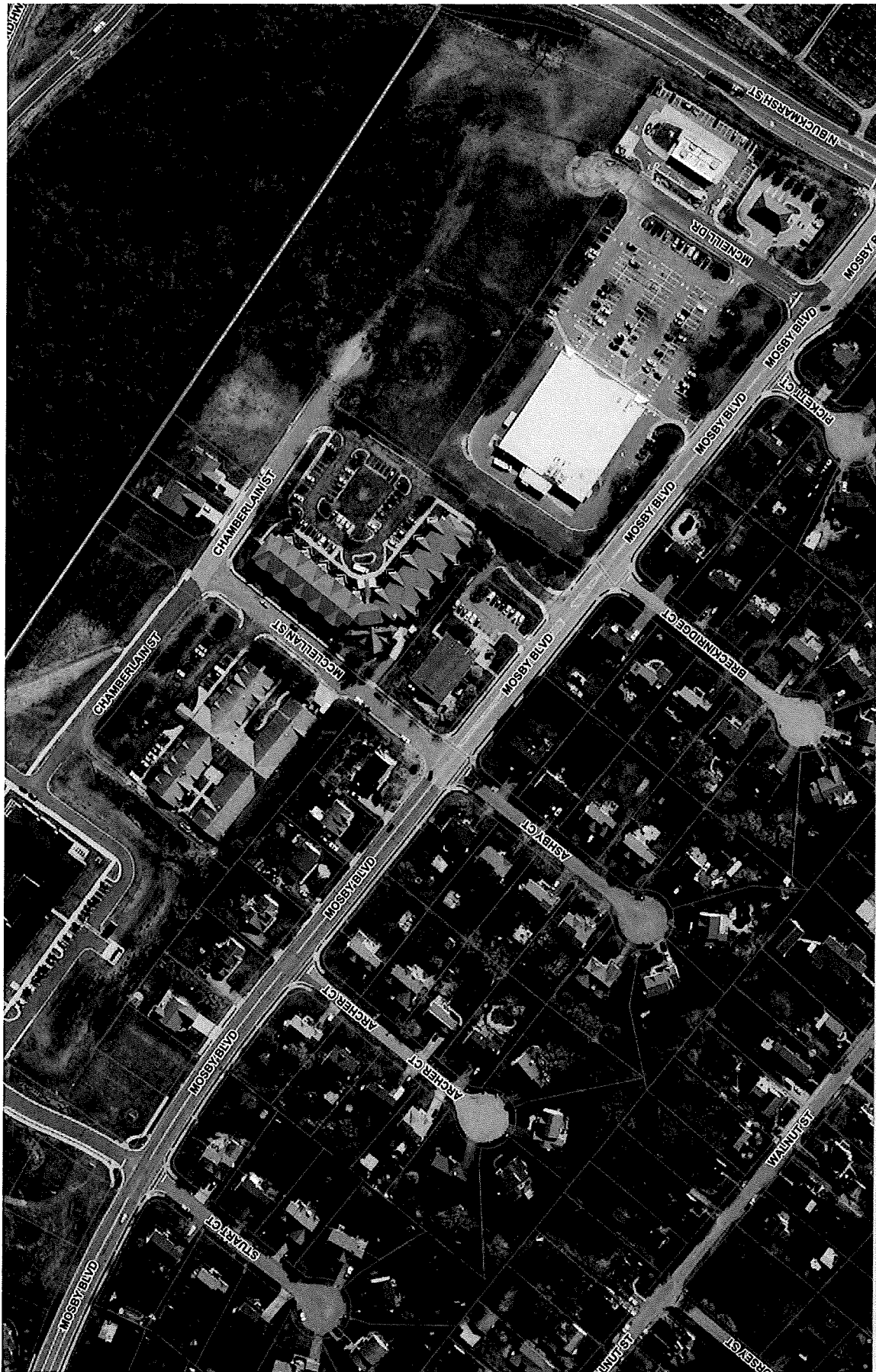




EAST FAIRFAX STREET SIDEWALK

- \$84,188.00 TAP FUNDS
- \$21,047.00 TOWN FUNDS
- \$105,235.00 TOTAL









by Blvd
ville, Virginia
on Google Maps



MARY
HARDESTY
HOUSE

Mosby Blvd



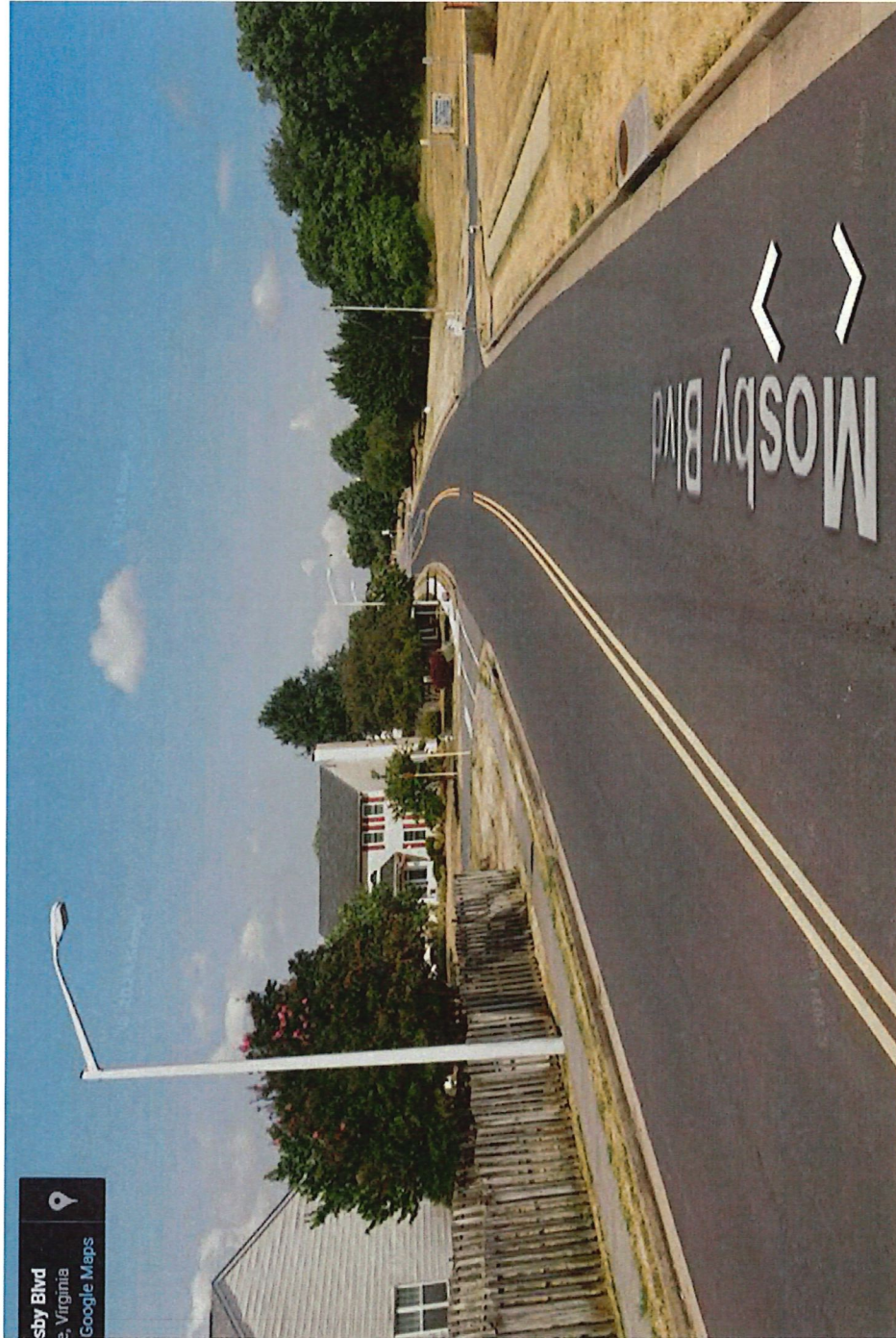
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MOSBY BOULEVARD SIDEWALK

- \$208,744.80 TAP FUNDS
 - \$52,186.20 TOWN CONSTRUCTION FUNDS
 - \$25,800.00 TOWN FUNDS EXPENDED FOR RIGHT-OF-WAY
 - \$260,000.00 TOTAL FOR MOSBY BOULEVARD
-
- \$98,023.20 TOTAL TOWN FUNDS FOR BOTH PROJECTS
 - \$292,932.80 TOTAL TAP FUNDS FOR BOTH PROJECTS



A RESOLUTION OF THE COUNCIL OF THE TOWN OF BERRYVILLE HONORING **Rick Boor**

WHEREAS, Rick Boor has served and led the Town of Berryville's Public Works Department for twenty-seven years, planning and directing the activities of his department in installing, maintaining, and repairing essential services- such as streets, sidewalks, parks, water and sewer, and storm sewer- that support and protect our community; and

WHEREAS, he responded at all hours and in all weathers to emergencies to ensure uninterrupted water and sewer service to the businesses and residents of Berryville and to clear and repair essential infrastructure after storm damage and traffic incidents, and developed relationships of trust and respect with the team of Public Works staff, other departments, vendors, regulatory personnel, and citizens of Berryville; and

WHEREAS, Rick prepared for winter weather and conducted ice and snow removal from thirty-nine miles of Town streets, as well as all Town-owned lots and walks, providing for the safe transportation of first responders, citizens and employees of the Town, and visitors and vendors; and

WHEREAS, he provided invaluable review for site and construction planning functions of Town regarding street lighting, water and sewer service, fire protection, signage, street and sidewalk installation, expansion, and repair, particularly during the construction of the Berryville Clarke-County Government Center, Berryville's Wastewater Treatment Plant, and Berryville's Public Works Yard; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Town of Berryville honors Rick Boor's exemplary level of dedication and service, gratefully recognizes his contribution to the Town of Berryville to expand and improve the function of the Public Works department, and thanks him for his deep commitment to the wellbeing of Berryville and its citizens.

By order of the Town Council this 9th day of September, 2025.

Harry Lee Arnold Jr., Mayor

Erecka L. Gibson, Vice Mayor

William Steinmetz
Ward 1

Council Members
Diane Harrison
Ward 2

Grant Mazzarino
Ward 3

Ryan Tibbens
Ward 4

Keith R. Dalton
Town Manager

September 9, 2025
Announcement

Announcement of the names of citizens who are being
considered for appointment to the Town Council

Diane Harrison resigned from the Town Council on September 1, 2025

The Town Council asked citizens who were interested in being considered for appointment to the Ward 2 Councilmember position to submit a completed talent bank form, along with a current resume and cover letter.

§24.2-228 of the Code of Virginia requires the Council to announce the names of the individuals who are under consideration for appointment. Such announcement must occur in a public meeting at least seven days prior to making an appointment. It is expected that the Council will make an appointment to fill the Ward 2 Councilmember position on October 14, 2025.

Two citizens have asked that they be considered for appointment to the Council. Those individuals are:

- Mr. Paul Perez of 116 South Church Street
- Mr. Patrick Irish of 765 McGuire Circle

Attachments

- Perez submittal
- Irish submittal



Town of Berryville Talent Bank Form

Any citizen of the Town of Berryville who is interested in serving in an appointive position in the Town of Berryville may complete and return this form to the Town Manager at 101 Chalmers Ct., Suite A, Berryville, VA 22611 or townmanager@berryvilleva.gov.

Applicant name: Paul Perez Date: 08/19/2025

Board/commission/position applied for: Interim Member of the Town Council

Time when available to serve: any Day any Evening

Estimated number of hours available per month: 20

Employment History

Employer: ThreatConnect Position held: Software Engineer

Employer address: 3865 Wilson Blvd Suite 550 Arlington, Va 22203

Length of employment: 9 yrs

Other Skills and Qualifications

Please indicate any special considerations that particularly qualify you for this appointment:

Resident of Ward 2

Educational History

Please list institutions attended and degrees earned:

George Mason University - Bachelors of Science (Computer Science)

Civic and Professional Activities

Please list organizations, honors, offices held, etc.:

Barns of Rose Hill - Board of Directors

Please provide in the space below or on a separate page an explanation of why you are interested in serving on a Town board or commission.

After moving to Berryville I wanted to get involved in local organizations and find a way to "give back" to the town. That began two years ago by volunteering at the Barns of Rose Hill and a subsequent position on the Board of Directors.

Recently I became aware of the opportunity to help with the Ward 2 vacancy on the Town Council and felt this would serve as a "next step" in my desire to get involved locally and help the town.

Pursuant to the Commonwealth of Virginia Conflict of Interest Act governing elected and appointed public officials, does the nature and status of your employment, business interests, or ownership of property present a potential conflict of interest relative to the appointed position in which you are interested? Yes _____ No X

If required by applicable provision of the Conflict of Interest Act, would you be willing to file with the Town Clerk a Public Official Disclosure Form listing all applicable assets and business and property interests? Yes X No _____

Paul Perez
116 S Church St
Berryville, VA 22611


08/25/2025

Berryville Town Council
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

Dear Members of the Berryville Town Council,

I am seeking an interim appointment to the Berryville Town Council to contribute my experience, skills, and commitment to public service. With over 30 years in technology leadership and a strong record of civic involvement, I am prepared to support sound governance and help guide the town through both present needs and future opportunities.

Professionally, I have directed technical teams for organizations including ThreatConnect, CoreLogic, and GTE Government Systems. These roles demanded strategic planning, fiscal accountability, and collaborative decision-making—qualities directly applicable to municipal governance.

My community service includes leadership roles at Barns of Rose Hill, where I serve on the Building and Grounds and Technology Committees, as well as years of volunteer work with the Boy Scouts of America, the Izaak Walton League, and the Potomac Appalachian Trail Club. These experiences have strengthened my belief in stewardship, transparency, and the importance of community engagement.

If appointed, my priorities would include:

- **Economic Vitality:** Support small businesses and sustainable investment.
- **Infrastructure & Technology:** Modernize utilities and improve efficiency through smart solutions.
- **Historic Preservation:** Protect Berryville's character while guiding responsible growth.
- **Sustainability & Livability:** Promote green initiatives and community spaces.
- **Civic Engagement:** Expand transparency and resident participation in governance.

I am committed to serving with integrity and ensuring Berryville remains a vibrant, welcoming, and forward-looking community. Thank you for your consideration.

Respectfully,


Paul Perez

Paul Perez

Software Engineer with over 30 years of experience.

116 S Church St
Berryville, VA 22611

PROFESSIONAL EXPERIENCE

ThreatConnect, Arlington, Va — Technical Lead Engineer

January 2016 - PRESENT

Core product development for the Threat Intelligence Platform.

CoreLogic-Dorado, San Mateo, Ca — Architect/Tech Lead

February 2002 - January 2016

Provided technical leadership for services to major banks and other mortgage lending institutions.

BenefitNation, Sterling, Va — Consultant

December 2001 - February 2002

Consultant to core development staff in the design and implementation of a web based document management system.

Digital Focus, Herndon, Va — Senior Engineer

April 1999 - November 2001

Senior member of technical integration teams that implement custom business solutions for customers typically using Java and Oracle.

GTE Government Systems, Chantilly, Va — Software Engineer

April 1997 - April 1999

Software engineering for the GTN (Global Transportation Network) project at Lockheed Martin.

George Mason University, Fairfax, Va — Senior Programmer/Analyst

July 1996 - April 1997

Application development and integration for the Office of Sponsored Programs..

United States Postal Service, Fairfax, Va — Customer Analyst

April 1985 - July 1996

Various analytical positions interacting with computer systems and software from programming applications and systems support to integrating general office software applications. .

SKILLS

Application server side development, systems integration. Database migration. AWS LLM integration

Technologies

JAVA, SQL, MySQL, PostgreSQL, Oracle, SAP HANA, SingleStore

SERVICE EXPERIENCE

Barns of Rose Hill, Berryville, Va – Event Volunteer, Director

April 2023 - Present

Building and Grounds Committee, Technology and Communications Committee

LCC-IWLA, Hamilton, Va – Volunteer

2016 - 2017

Assistance to the Membership Director

BSA – Goose Creek District, Leesburg, Va – District Camp Coordinator

2007 - 2008

BSA – Troop 969, Hamilton, Va – Asst Scout Master

2005 - 2007

Potomac Appalachian Trail Club, Vienna, Va – Technology Volunteer, Boundary Corridor Monitor

2005 - 2006

BSA – Pack 975, Purcellville, Va – Cub Master

2004 - 2005

BSA – Pack 1459, Chantilly, Va – Den Leader

2002 - 2004

Submarine Veterans of WWII, Springfield, Va – Technology Asst to the National Secretary

1993 - 1994

EDUCATION

George Mason University — Bachelor of Science

January 1997

Computer Science



Town of Berryville Talent Bank Form

Any citizen of the Town of Berryville who is interested in serving in an appointive position in the Town of Berryville may complete and return this form to the Town Manager at 101 Chalmers Ct., Suite A, Berryville, VA 22611 or townmanager@berryvilleva.gov.

Applicant name: Patrick Irish Date: 8/24/2025

Board/commission/position applied for: Town Council - Ward 2 Representative

Time when available to serve: ☒ Day ☒ Evening

Estimated number of hours available per month: 8-10

Employment History

Employer: Flipside Innovation Position held: Director of Growth

Employer address: 1818 Library St, STE 500, Reston, VA 20190

Length of employment: 7/2025 - Present

Other Skills and Qualifications

Please indicate any special considerations that particularly qualify you for this appointment:

Educational History

Please list institutions attended and degrees earned:

B.A. Augustana College, Major - English, Minors in Political Science and History

Civic and Professional Activities

Please list organizations, honors, offices held, etc.:

Please provide in the space below or on a separate page an explanation of why you are interested in serving on a Town board or commission.

See last page

Pursuant to the Commonwealth of Virginia Conflict of Interest Act governing elected and appointed public officials, does the nature and status of your employment, business interests, or ownership of property present a potential conflict of interest relative to the appointed position in which you are interested? Yes _____ No X

If required by applicable provision of the Conflict of Interest Act, would you be willing to file with the Town Clerk a Public Official Disclosure Form listing all applicable assets and business and property interests? Yes X No _____

Please provide in the space below or on a separate page an explanation of why you are interested in serving on a Town board or commission.

Serving on the Berryville Town Council offers a unique opportunity to make a direct and meaningful impact on our community. Council members play a vital role in shaping policies, allocating resources, and setting priorities that influence everyday life—such as public safety, infrastructure, parks, and local economic development. For individuals like myself that are passionate about improving the quality of life for their neighbors, the town council provides a platform to turn ideas into action and ensure that the voices of residents are heard in decision-making. It's also a chance to preserve the community's character while preparing it for future growth and change.

Beyond making an impact, serving on the town council is a powerful way to grow personally and professionally. Council members develop leadership, problem-solving, and communication skills while gaining firsthand insight into how government works. It fosters collaboration with diverse groups, from local residents and businesses to state officials and nonprofit organizations. For many, it's not just about governance—it's about building connections, strengthening civic pride, and leaving a lasting legacy for future generations.

While there are many reasons to serve on the town council, the most important aspect to me is because it's my home. I have lived in many areas of Virginia over the years, but when I moved to Berryville almost four years ago, I knew it was going to be for a long time. My wife, children and I have established roots and community here. We live in the Berryville Glen neighborhood and have made friends with many of our neighbors, within our community and around town. My children attend DG Cooley Elementary where my wife is President of the PTO. We spend time at our various parks and patronize local businesses including Homespun, Santini's, Mario's and Willie's. We spend most Saturday mornings at the Clarke County Farmers Market. My kids take swimming lessons at the Clarke County Swimming Pool. We watch the 4th of July fireworks at Chet Hobert park, and we spend the last week before school starts at the Clarke County Fair. Berryville is my home. I hope I can represent it and ensure it's a thriving community for both current and future residents.

Report of the Department of Public Works

September 2, 2025

General Information

The Town's concrete contract was awarded and the contractor has already completed this year's projects. Those projects included sidewalks replacement on Crow Street, Academy Street, and new installation on Walnut Street.

The annual asphalt contract was also awarded. The notices of award and notice to proceed have been given. The contractor plans on starting the asphalt contracts the week of September 15th. This schedule is subject to change due to weather conditions, and equipment failures. This work will take seven to 10 days to complete.

Water

The water improvement project for Crow Street is completed. The contractor did a good job and the main and new fire hydrant are now in service.

Sewer

We experienced one pump station failure last month. The failure occurred at the Boom Road Pump Station. The pump was pulled and found that a blockage had occurred in the impeller, the blockage was removed and the pump was placed back in service.

Public Utilities Department Report

9th September 2025

Item Title: Department Updates

Prepared By: Frank Kelsey

Water Treatment Plant Activity

All water quality results are available at <https://vadwv.gecsws.com/>

The Water Treatment Plant is running well and in accordance with state regulations.

Town staff and Engineers are working to finalize the Water Treatment Plant upgrade design.

Wastewater Treatment Plant Activity

Inboden continues to operate the facility with care and consideration, completing monthly preventative maintenance on equipment to ensure pumps and motors are operating efficiently. Annual calibrations were completed as scheduled; all unit conditions and performance were within specifications.



BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611

(T) 540.955.3863 (F) 540.955.0207

policeadmin@berryvilleva.gov

Timothy J. Bristol – Interim Chief of Police

MEMO

DATE: 08/11/2025

TO: Town Council

FROM: Interim Chief T. J. Bristol

CC:

RE Police Department Monthly Report – 08/11/2025

Monthly Activity Report

The activity report for the month of July 2025 is attached to this report.

Public Safety Committee

The Public Safety Committee did not meet in July 2025.



BERRYVILLE POLICE DEPARTMENT

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policeadmin@berryvilleva.gov
 Timothy J. Bristol – Interim Chief of Police

Police and Security Report

Month/Year: July	Year To Date 2025	July 2025	June 2025
<u>Complaints Answered</u>			
911 Hang Up:	12	2	3
Alarms:	38	1	8
Animal Complaint:	47	5	3
Assault:	16	3	0
Assist County:	53	4	5
Assist EMS and Fire:	69	5	11
Auto Larceny:	1	0	0
Burglary:	2	0	1
Civil Complaints:	50	9	9
Disturbance:	19	2	1
Domestic Disturbance:	13	1	3
Driving Under the Influence	10	2	1
Drunk In Public:	3	1	1
Fraud:	29	5	5
Larceny:	23	6	6
Harassment/Intimidation:	18	4	0
Homicide:	0	0	0
Identity Theft	2	0	1
Juvenile Related:	9	1	1
Mental Health Crisis:	34	3	8
Narcotics Related:	4	0	3
Noise	7	0	0
Public Service:	36	5	5
Sexual Assault:	2	0	1
Robbery:	0	0	0
Shoplifting:	0	0	0
Suspicious Activity:	128	12	10
Trespassing:	18	7	1
Vandalism:	16	3	1
Welfare Check:	42	6	8
Miscellaneous Complaints:	401	57	57
Total Complaints Answered:	1102	144	153



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Timothy J. Bristol – Interim Chief of Police

Police and Security Report (Continued)

	Year To Date 2025	July 2025	June 2025
<u>Traffic</u>			
Accidents Investigated:	40	4	4
Assist Motorist:	0	0	0
Child Safety Seat Install:	5	1	0
Funeral Escort:	18	3	2
Hit & Run:	9	1	4
Parking Tickets:	55	0	0
Traffic Warnings:	204	13	22
<u>Traffic Summons Issued</u>			
Defective Equipment:	0	0	0
Driving Suspended:	2	0	1
Expired Inspection:	1	0	0
Expired Registration:	6	0	1
Fail to Obey Highway Sign:	56	6	5
Fail to Obey Traffic Signals:	1	0	0
Fail to Stop/Lights & Siren:	0	0	0
Fail to Yield Right of Way:	1	0	1
Hit and Run:	0	0	0
No Liability Insurance:	0	0	0
No Operator's License:	6	3	1
No Seat Belt:	0	0	0
Reckless Driving:	3	1	1
Speeding:	41	3	5
Miscellaneous Summons:	8	2	1
Total Traffic Summons Issued:	125	15	16
<u>Found Open at Businesses in Town</u>			
Doors:	3	0	1
Windows:	0	0	0
Garage Doors:	0	0	0



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Timothy J. Bristol – Interim Chief of Police

Police and Security Report (Continued)

	Year To Date 2025	July 2025	June 2025
<u>Criminal Papers Served</u>			
Abduction:	0	0	0
Arson:	0	0	0
Assault and Battery:	4	1	2
Assault and Battery on Police Officer:	0	0	0
Auto Larceny:	0	0	0
Breaking and Entering:	1	0	1
Capias:	5	4	1
Disorderly Conduct:	0	0	0
Driving Under the Influence:	9	1	2
Drunk In Public:	4	2	1
Fail to Obey Police Officer:	0	0	0
Fail to Pay Parking Ticket:	0	0	0
Forgery:	0	0	0
Fraud:	0	0	0
Homicide:	0	0	0
Illegal Drugs/Paraphernalia:	7	0	2
Larceny:	4	0	1
Possess Alcohol Underage:	0	0	0
Protective Order Violations:	3	1	0
Rape:	0	0	0
Resisting Arrest:	0	0	0
Robbery:	0	0	0
Shoplifting:	0	0	0
Trespassing:	0	0	0
Vandalism:	2	1	1
Weapons Violation:	1	0	0
Miscellaneous Criminal Arrests:	28	10	3
Juvenile Detention Order Totals:	5	0	2
Total Criminal Arrests:	73	20	16

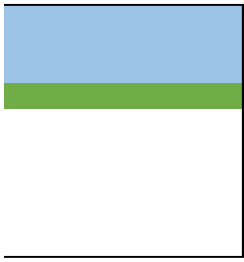


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policeadmin@berryvilleva.gov
Timothy J. Bristol – Interim Chief of Police

Police and Security Report (Continued)

	Year To Date 2025	July 2025	June 2025
<u>Response to Resistance</u>			
Total Community Interface	1658	197	217
Total Enforcement Contacts	415	48	64
Physical Custody	27	9	8
Reported Force Involved	2	0	0
Administrative Review - Justified	2	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	0	0	0
Takedown	2	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	17	3	3
Black Male	2	0	1
Other Male	0	0	0
White Female	9	2	3
Black Female	3	1	0
Other Female	0	0	0



Town Council Agenda Item Report Summary

September 9, 2025

Item Title

Community Development Update

Prepared By

Terry Russell

Planning Commission

The Planning Commission met on August 26, 2025. It held two public hearings. Its next meeting is scheduled for Tuesday, September 23, 2025.

Berryville Area Development Authority

The BADA held a meeting on August 27, 2025. It continued its work on the update of the Berryville Area Plan. The BADA is scheduled to meet on September 24, 2025.

Architectural Review Board

The ARB has not met since the last Town Council meeting. Its next meeting is scheduled for Wednesday, October 1, 2025.

Tree Board

The Tree Board met July 9, 2025. The Board discussed its participation in the Farmer's Market in the Spring and the possibility of having a booth at the Market in the Fall. It also discussed sponsoring an invasive species walk. Its next meeting is scheduled for October 1, 2025.

Board of Zoning Appeals

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

Wayfinding

Frazier Associates developed specifications for the new design of the Gateway signs. These new signs must be approved by VDOT. Once that review is complete Town Staff will proceed with the IFB process as authorized by the Town Council.

Fairfax Street and Mosby Boulevard Sidewalk Improvement Projects

The IFB 2025-04 was advertised on July 31, 2025. The pre-bid conference was held on August 7, 2025. Bid opening was held at 3:00 pm August 28, 2025. Eight bids were submitted. The bids are currently being reviewed by the Virginia Department of Transportation (VDOT).

Administration and Finance Report

September 09, 2025

Item Title:

Report of the Administration and Finance Department

Prepared by:

Cynthia Poulin, Treasurer

Attachments:

1. ARPA Report
2. May Cash Balance
3. Budget Amendment

Cash Balance Report

Period Ending 8/31/2025

Town of Berryville

9/2/2025 10:00 AM

Page 1/1

	Bank Information	Balance
1	Bank of Clarke Operating Acct#- 1138499	-\$327,849.44
2	Bank of Clarke NOW Acct#- 1138502	\$10,179,121.43
3	Bank of Clarke Payroll Acct#- 1138510	-\$82,389.06
4	Bank of Clarke CIP Acct#- 1138405	\$15,919,565.03
5	Bank of Clarke SW Acct#- 1138413	\$490,338.05
6	Bank of Clarke PDAF Acct#- 1138421	\$25,508.09
7	Bank of Clarke DSR Acct#- 1138456	\$112,992.96
9	Bank of Clarke RAU Acct#- 1138472	\$951.74
10	Bank of Clarke VRA Reserve Acct#- 6041647	\$470,000.00
11	Bank of Clarke Proffer Reserve Acct#- 1897098	\$90,414.03
12	Bank of Clarke Performance Bonds Acct#- 1910841	\$11,324.82
13	TRUIST Acct#- 5137523525	\$568,658.85
14	Bank of Clarke PD Contributions Acct#- 5759859	\$9,911.36

Total Cash Balance:	\$27,468,547.86
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Check Listing

Date From: 8/1/2025 Date To: 8/31/2025
Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Town of Berryville
08/29/2025 08:25 AM

Page: 1 of 2

Check Number	Bank	Vendor	Date	Amount
10005	1	Broy & Son Pump Service, Inc	08/06/2025	<u>\$13,910.00</u>
10006	1	COMBS WASTEWATER MANAGEMENT LLC	08/06/2025	<u>\$75.00</u>
10007	1	CORE & MAIN LP	08/06/2025	<u>\$16,079.58</u>
10008	1	Dalton, Keith	08/06/2025	<u>\$75.00</u>
10009	1	E.A.S. WINCHESTER, PLLC	08/06/2025	<u>\$925.00</u>
10010	1	Joiner Micro Laboratories, Inc.	08/06/2025	<u>\$25.00</u>
10011	1	NICOLE CAREY	08/06/2025	<u>\$147.31</u>
10012	1	PENNONI ASSOCIATES INC	08/06/2025	<u>\$6,400.00</u>
10013	1	Petti, Jean	08/06/2025	<u>\$125.00</u>
10014	1	RAJU POKHAREL	08/06/2025	<u>\$220.39</u>
10015	1	SOUTHERN AIR INC	08/06/2025	<u>\$2,314.00</u>
10016	1	Stuart M. Perry, Inc	08/06/2025	<u>\$2,155.17</u>
10017	1	THOMSON REUTERS	08/06/2025	<u>\$114.66</u>
10018	1	UBEO LLC	08/06/2025	<u>\$590.26</u>
10019	1	Valley Automation	08/06/2025	<u>\$5,826.24</u>
10020	1	VIBRA-TECH	08/06/2025	<u>\$760.00</u>
10021	1	Control Equipment Co	VOIDED 08/13/2025	<u>\$540.00</u>
10022	1	H20 Pipe Cleaning LLC	08/13/2025	<u>\$4,000.00</u>
10023	1	Hall Company, The	08/13/2025	<u>\$1,791.57</u>
10024	1	John H. Enders Fire Company	08/13/2025	<u>\$13,977.41</u>
10025	1	Michelle M. Jones	08/13/2025	<u>\$960.00</u>
10026	1	PENNONI ASSOCIATES INC	08/13/2025	<u>\$2,145.00</u>
10027	1	SOUTHERN AIR INC	08/13/2025	<u>\$3,086.10</u>
10028	1	UNIVERSITY OF VIRGINIA	08/13/2025	<u>\$250.00</u>
10029	1	Valley Automation	08/13/2025	<u>\$1,163.97</u>
10030	1	VIRASEC IT Support Services, Inc.	08/13/2025	<u>\$3,989.35</u>
10031	1	Waterloo Electric Service, LLC	08/13/2025	<u>\$105.00</u>
10032	1	Winchester Star, The	08/13/2025	<u>\$2,067.13</u>
10033	1	ADVANCED WATERPROOFING & RESTORATION OF VA INC	08/20/2025	<u>\$1,312.50</u>

Check Listing

Date From: 8/1/2025 Date To: 8/31/2025
Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Town of Berryville
08/29/2025 08:25 AM

Page: 2 of 2

Check Number	Bank	Vendor	Date	Amount
10034	1	CONTROL TECHNOLOGIES INC	08/20/2025	\$540.00
10035	1	Hach Company	08/20/2025	\$9,241.00
10036	1	INBODEN ENVIRONMENTAL SVCS	08/20/2025	\$30,026.08
10037	1	ISAAC Z BOCK	08/20/2025	\$177.31
10038	1	Minnesota Life Insurance Co.	08/20/2025	\$687.21
10039	1	MOTOROLA	08/20/2025	\$1,230.00
10040	1	PENNONI ASSOCIATES INC	08/20/2025	\$12,031.10
10041	1	ROSE HILL HEALTH & REHAB	08/20/2025	\$2,556.33
10042	1	Treasurer of Frederick County	08/20/2025	\$7,049.72
10043	1	VALLEY REGIONAL ENTERPRISES, INC.	08/20/2025	\$52.00
10044	1	VLGMA	08/20/2025	\$381.67
10045	1	ANDERSON LAWN CARE, INC.	08/27/2025	\$1,325.00
10046	1	CORE & MAIN LP	08/27/2025	\$10,730.73
10047	1	CRYSTAL SPRINGS	08/27/2025	\$28.62
10048	1	KUSTOM SIGNALS INC	08/27/2025	\$404.00
10049	1	Red Bud Supply	08/27/2025	\$710.49
10050	1	SHERWOOD-LOGAN & ASSOC	08/27/2025	\$1,500.00
10051	1	Treasurer of Clarke County	08/27/2025	\$658.44
10052	1	UBEO LLC	08/27/2025	\$1,564.11
10053	1	Valley Automation	08/27/2025	\$1,967.53
10054	1	VUPS	08/27/2025	\$105.60
50	Checks Totaling -			\$168,097.58

Totals By Fund

	Checks	Voids	Total
100	\$61,959.68	\$540.00	\$61,419.68
501	\$58,190.95		\$58,190.95
502	\$47,946.95		\$47,946.95
Totals:	\$168,097.58	\$540.00	\$167,557.58



Purchasing Card

BERRYVILLE TOWN OF
August 01, 2025 - August 31, 2025

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 08/31/25 Payment Due Date 09/23/25 Days in Billing Cycle 31 Credit Limit \$500,000 Cash Limit \$0 Total Payment Due \$85,527.84	Previous Balance \$98,592.59 Payments -\$98,592.59 Credits -\$174.99 Cash \$0.00 Purchases \$85,702.83 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 \$85,527.84

Important Messages

Please do not send payment. Your automatic payment is scheduled to be credited to this account on 09/23/25.

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	Credits	Cash	Purchases and Other Debits	Total Activity
Credit Limit				

9859259 8552784 8552784 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
August 01, 2025 - August 31, 2025

Total Payment Due \$85,527.84
Payment Due Date 09/23/25

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:
-------------------	--

<u>Within the U.S.</u> 1.888.449.2273	<u>Outside the U.S.</u> 1.509.353.6656 (collect calls accepted)
--	---

Thank you for your business.

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

BERRYVILLE TOWN OF
August 01, 2025 - August 31, 2025
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	77.46	77.46
BOOR, RICK				
15,000	0.00	0.00	89.00	89.00
BOOTH, KEVIN				
1,000	0.00	0.00	135.80	135.80
BRISTOL, TIM				
15,000	150.00	0.00	4,618.92	4,468.92
DORSEY, DANIEL				
1,500	0.00	0.00	24.48	24.48
JOHNSON, KAREN				
1,000	0.00	0.00	561.44	561.44
KELSEY, BRANDEL				
1,000	0.00	0.00	285.29	285.29
KELSEY, FRANK				
50,000	24.99	0.00	25,923.88	25,898.89
LINK, BRIAN				
1,500	0.00	0.00	90.88	90.88
MCCORMICK, HARRY				
1,500	0.00	0.00	23.85	23.85
MILBURN, AUSTIN				
1,500	0.00	0.00	296.34	296.34
PETTI, JEAN				
15,000	0.00	0.00	388.89	388.89
POULIN, CYNTHIA				
15,000	0.00	0.00	991.50	991.50
SHARP, BRIAN				
1,500	0.00	0.00	40.32	40.32
SHEETZ, CULLEN				
1,500	0.00	0.00	676.96	676.96
SHOREMOUNT, JOSEPH E				
1,500	0.00	0.00	512.81	512.81
STOVER, KEITH				
15,000	0.00	0.00	2,163.25	2,163.25
TYLER, LAURA A				
50,000	0.00	0.00	48,801.76	48,801.76

Transactions

Posting Transaction		Reference Number		MCC	Charge	Credit
Date	Date	Description				
BERRYVILLE TOWN OF						Total Activity
Account Number						-\$98,592.59
08/25	08/25	AUTO PAYMENT DEDUCTION		0071		98,592.59
AUMULLER, BRIAN						Total Activity
Account Number						77.46
08/04	08/01	STAPLES 00103515 WINCHESTER VA	24164075214105441854067	5943	77.46	

BERRYVILLE TOWN OF
August 01, 2025 - August 31, 2025
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Transactions							
Posting Transaction							
Date	Date	Description	Reference Number	MCC	Charge	Credit	
BOOR, RICK							Total Activity
Account Number: [REDACTED]							89.00
08/11	08/08	WWP*PEST MGMT SRVS. 703-723-2899 VA	24445005220300683256010	7342	84.00		
08/11	08/08	VA DMV BERRYVILLE LICENSEBERRYVILLE VA	24755425221152212165722	9399	5.00		
BOTH, KEVIN							Total Activity
Account Number: [REDACTED]							135.80
08/11	08/08	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975221436607570200	5251	60.73		
08/13	08/12	GIANT MARTINS #6558 BERRYVILLE VA	24692165224107255369024	5411	20.16		
08/14	08/13	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975226442312260314	5251	35.26		
08/21	08/20	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975233450416222446	5251	18.60		
08/25	08/22	DOLLAR-GENERAL #0394 BERRYVILLE VA	24445005235600196163949	5331	1.05		
BRISTOL, TIM							Total Activity
Account Number: [REDACTED]							4,468.92
08/01	07/31	VALEAC WIX.COM CA	24000775212100020820451	8699	150.00		
08/01	07/31	VALEAC WIX.COM CA	24000775212100020794722	8699	200.00		
08/04	08/01	VALEAC SAN FRANCISCOCA	24000775214100020806631	8699			150.00
08/05	08/04	THOMSON WEST*TCD 800-328-4880 MN	24692165216102848221287	8999	129.90		
08/06	08/05	AMAZON MKTPL*596DB46M3 Amzn.com/billWA	24692165217100763175727	5942	41.13		
08/07	08/06	GALLS 859-266-7227 KY	24435655218106254061145	5137	59.77		
08/08	08/06	BERRYVILLE AUTO PARTS BERRYVILLE VA	24431055219187428217926	5533	14.22		
08/08	08/07	BADGEANDWALLET.COM 914-236-1260 NY	24116415219744451643242	5947	2,304.14		
08/08	08/07	AMAZON MKTPL*X03FQ2VA3 Amzn.com/billWA	24692165219102619313583	5942	31.96		
08/14	08/13	BADGEANDWALLET.COM 914-236-1260 NY	24116415225742240928793	5947	97.30		
08/15	08/14	GALLS 859-266-7227 KY	24435655226108526008458	5137	152.25		
08/15	08/14	BERRYVILLE AUTO PARTS BERRYVILLE VA	24431055227191302015554	5533	673.58		
08/18	08/15	VISTAPRINT 866-207-4955 MA	24036295227742548849551	2741	125.23		
08/19	08/18	IN *POLICE AND SHERIFFS P912-5370780 GA	24692165230102794952358	7399	40.00		
08/26	08/25	AMAZON MKTPL*FB3ET95F3 Amzn.com/billWA	24692165237108985376060	5942	49.99		
08/27	08/26	ZEFFY* VA HOMICIDE ZEFFY.COM DE	24011345238100084380193	8398	549.45		
DORSEY, DANIEL							Total Activity
Account Number: [REDACTED]							24.48
08/19	08/18	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975231448096132036	5251	24.48		
JOHNSON, KAREN							Total Activity
Account Number: [REDACTED]							561.44
08/04	08/01	Amazon web services aws.amazon.coWA	24692165213100146426502	4816	0.77		
08/13	08/12	USPS PO 5107560300 BERRYVILLE VA	24137465225001564852604	9402	390.00		
08/21	08/20	STAPLS7663348817000001 877-8267755 NJ	24164075232105441341956	5111	77.81		
08/25	08/22	STAPLS7663441621000001 877-8267755 NJ	24164075234105441447389	5111	92.86		
KELSEY, BRANDEL							Total Activity
Account Number: [REDACTED]							285.29
08/12	08/11	AMAZON MKTPL*VG63Q2CQ3 Amzn.com/billWA	24692165223106367232782	5942	169.25		
08/18	08/15	USPS PO 5107560300 BERRYVILLE VA	24137465228001519844323	9402	6.37		
08/22	08/21	Amazon.com*WD02Q77F3 Amzn.com/billWA	24692165233105219290442	5942	15.60		
08/25	08/24	AMAZON MKTPL*5U1VD3SJ3 Amzn.com/billWA	24692165236108246935341	5942	9.99		
08/27	08/26	USPS PO 5107560300 BERRYVILLE VA	24137465239001544932900	9402	84.08		
KELSEY, FRANK							Total Activity
Account Number: [REDACTED]							25,898.89
08/01	07/31	Amazon.com*2F2F78BW3 Amzn.com/billWA	24692165212109038880578	5942	24.99		
08/01	07/31	COYNE CHEMICAL 215-785-3000 PA	24435655212104583040795	5169	358.00		
08/01	08/01	USABlueBook Atlanta GA	24793385213000771994059	5085	581.85		
08/01	07/31	Amazon.com Amzn.com/billWA	74692165212108993333719	5942			24.99
08/04	08/01	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975214428452622912	5251	119.53		
08/05	08/04	COYNE CHEMICAL 215-785-3000 PA	24435655216105696079055	5169	3,212.40		
08/05	08/04	COYNE CHEMICAL 215-785-3000 PA	24435655216105696079071	5169	1,166.35		
08/05	08/04	GLOBAL PAK INC 330-482-1993 OH	24435655216105707000124	5046	229.18		
08/06	08/06	USABlueBook Atlanta GA	24793385218000882370053	5085	76.99		
08/06	08/05	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975218433042243332	5251	6.36		
08/06	08/05	SOLENBERGER'S HME & HDWR WINCHESTER VA	24431065218260741774558	5251	145.79		
08/07	08/06	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975219434210289411	5251	53.88		
08/08	08/06	BERRYVILLE AUTO PARTS BERRYVILLE VA	24431055219187428217934	5533	26.98		
08/12	08/11	HACH COMPANY 970-663-1377 CO	24116415223718955858617	5169	312.20		
08/12	08/11	SP FRESHWATERSYSTEMS FRESHWATERSYSSC	24492165223100033287371	2842	1,267.98		
08/12	08/11	IN *MD CRANE CONSULTANTS,301-5258662 MD	24692165223106424083061	7392	3,800.00		
08/12	08/11	COYNE CHEMICAL 215-785-3000 PA	24435655223107676083587	5169	1,870.00		
08/12	08/11	DGS DCLS WATER TEST KITS 804-7860447 VA	24755425224132248980846	8734	60.75		
08/12	08/11	DGS DCLS WATER TEST KITS 804-7860447 VA	24755425224132248980887	8734	60.75		
08/14	08/13	GIANT MARTINS #6558 BERRYVILLE VA	24692165225107997176322	5411	3.52		
08/18	08/18	Amazon.com*SZ1YB48S3 Amzn.com/billWA	24692165230102146627716	5942	163.16		

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Posting Transaction

Date	Date	Description	Reference Number	MCC	Charge	Credit
08/20	08/19	SOLENERGER'S HME & HDWR WINCHESTER VA	24431065232269977725970	5251	136.48	
08/20	08/20	AMAZON MKTPL*PE82G65V3 Amzn.com/billWA	24692165232103880561713	5942	10.90	
08/21	08/20	PROCESS COMPONENTS, INC. 704-523-2331 NC	24426295232018020423103	5085	437.28	
08/21	08/20	COYNE CHEMICAL 215-785-3000 PA	24435655232110136076109	5169	2,104.80	
08/22	08/21	COYNE CHEMICAL 215-785-3000 PA	24435655233110437075734	5169	849.44	
08/25	08/22	HACH COMPANY 970-663-1377 CO	24116415234714498992176	5169	1,046.70	
08/26	08/25	HACH COMPANY 970-663-1377 CO	24116415237712936746573	5169	312.00	
08/26	08/25	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975238456205054200	5251	91.12	
08/26	08/25	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975238456205054515	5251	17.99	
08/27	08/26	SOLENERGER'S HME & HDWR WINCHESTER VA	24431065239274721188916	5251	248.44	
08/28	08/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975240458570058978	5251	22.43	
08/28	08/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975240458570059158	5251	146.26	
08/28	08/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975240458570059430	5251	35.25	
08/29	08/28	HACH COMPANY 970-663-1377 CO	24116415240716335824480	5169	6,895.05	
08/29	08/28	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975241459794064536	5251	29.08	

LINK, BRIAN

Account Number: [REDACTED] Total Activity 90.88

08/08	08/07	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975220435389354552	5251	20.56	
08/11	08/08	SOLENERGER'S HME & HDWR WINCHESTER VA	24431065221262782198114	5251	38.98	
08/29	08/28	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975241459794064478	5251	31.34	

MCCORMICK, HARRY

Account Number: [REDACTED] Total Activity 23.85

08/11	08/08	GIANT MARTINS #6558 BERRYVILLE VA	24692165220103389056870	5411	23.85	
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MILBURN, AUSTIN

Account Number: [REDACTED] Total Activity 296.34

08/07	08/06	WAL-MART #1406 WINCHESTER VA	24226385219012802004452	5411	91.53	
08/18	08/17	SUPER SHOES STORE #27 MARTINSBURG WV	24015145230096516039589	5661	203.29	
08/28	08/27	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975240458570059240	5251	1.52	

PETTI, JEAN

Account Number: [REDACTED] Total Activity 388.89

08/04	08/02	Indeed USI25-04268226 800-4625842 TX	24793385214000719944025	7311	263.59	
08/05	08/04	VA DEPT OF LABOR AND INDU804-3717414 VA	24755425216262163061049	9399	60.00	
08/12	08/11	Amazon.com*M64XZ41G3 Amzn.com/billWA	24692165223106507190650	5942	15.94	
08/21	08/20	AMAZON MKTPL*N368Y0PR3 Amzn.com/billWA	24692165232104036470106	5942	20.89	
08/25	08/24	Amazon.com*ZL3NY6G33 Amzn.com/billWA	24692165236107775854840	5942	8.99	
08/25	08/24	AMAZON MKTPL*TY4ZX70R3 Amzn.com/billWA	24692165236107799804565	5942	9.99	
08/29	08/28	AMAZON MKTPL*DQ7RQ0I23 Amzn.com/billWA	24692165240101843802349	5942	9.49	

POULIN, CYNTHIA

Account Number: [REDACTED] Total Activity 991.50

08/18	08/15	PAYPAL *MS CAREERS 727-497-6565 FL	24027625227067851687953	7372	349.00	
08/20	08/20	IN *TRUESHRED 888-7508783 VA	24692165232103762961734	7399	64.50	
08/20	08/20	IN *TRUESHRED 888-7508783 VA	24692165232103762961759	7399	199.00	
08/25	08/23	MSFT * E0100X91E7 MICROSOFT.COMWA	24011345235100017720971	5045	198.00	
08/25	08/23	MSFT * E0100X91E8 800-6427676 WA	24204295235001100038046	5045	175.00	
08/25	08/23	MSFT * E0100X962W 800-6427676 WA	24204295235000000034097	5045	6.00	

SHARP, BRIAN

Account Number: [REDACTED] Total Activity 40.32

08/01	07/31	GIANT MARTINS #6558 BERRYVILLE VA	24692165212108832078454	5411	20.16	
08/28	08/27	GIANT MARTINS #6558 BERRYVILLE VA	24692165239100903783129	5411	20.16	

SHEETZ, CULLEN

Account Number: [REDACTED] Total Activity 676.96

08/25	08/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975235452769073408	5251	77.82	
08/25	08/22	BERRYVILLE TRUE VALUE BERRYVILLE VA	24801975235452769073648	5251	12.23	
08/25	08/24	SP BLUE COLLAR MERCA 154-06622263 VA	24492165237100003262580	5691	148.75	
08/29	08/28	LOWES #00656* WINCHESTER VA	24692165240101734354194	5200	438.16	

SHOREMOUNT, JOSEPH E

Account Number: [REDACTED] Total Activity 512.81

08/04	08/02	INCREDIBLE INFLATABLES 540-8689999 VA	24073145215900013044828	7299	51.47	
08/04	08/02	INCREDIBLE INFLATABLES 540-8689999 VA	24073145215900013064859	7299	461.34	

STOVER, KEITH

Account Number: [REDACTED] Total Activity 2,163.25

08/04	08/01	LOWES #00656* WINCHESTER VA	24692165213109955997479	5200	530.20	
08/05	08/04	LOWES #00656* WINCHESTER VA	24692165216102664934575	5200	45.46	
08/11	08/08	WINCHESTER RESTAURANT EQUWINCHESTER VA	24755425220282205450343	5046	75.82	
08/12	08/11	FERGUSON ENT #19 WINCHESTER VA	24435655223107679025809	5074	221.80	
08/18	08/15	BERRYVILLE AUTO PARTS BERRYVILLE VA	24431055228191816021923	5533	57.65	
08/25	08/22	SHERWIN-WILLIAMS705251 WINCHESTER VA	24793385234002096974092	5231	58.17	
08/25	08/22	LOWES #02724* Winchester VA	24692165234106254312645	5200	245.80	

BERRYVILLE TOWN OF

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Transactions

Posting Transaction

Date	Date	Description	Reference Number	MCC	Charge	Credit
08/25	08/22	GRAND TRUE VALUE RENTALS WINCHESTER VA	24323005234195188000926	7394	759.95	
08/26	08/25	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065238273866048944	5533	68.45	
08/27	08/26	FISHER AUTO PARTS 009 BERRYVILLE VA	24431065239274563054911	5533	99.95	

TYLER, LAURA A

Account Number: [REDACTED]

Total Activity

48,801.76

08/04	08/01	RAPPAHANNOCK ELECTRIC EBILL.MYREC.CVA	24231685213747006588147	4900	5,538.27	
08/04	08/02	COMCAST / XFINITY 800-266-2278 MD	24692165214100448218176	4899	126.07	
08/15	08/14	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941665226191170021288	4900	4,806.97	
08/19	08/18	REPUBLIC SERVICES TRASH 866-576-5548 AZ	24941665230193063159781	4900	31,294.19	
08/25	08/22	VERIZON BILL PAYMENT 800-VERIZON FL	24692165234106052363824	4814	256.84	
08/25	08/22	VERIZON BILL PAYMENT 800-VERIZON FL	24692165234106052363832	4814	419.23	
08/25	08/22	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	24692165234105971102313	4814	937.88	
08/25	08/23	COMCAST / XFINITY 800-266-2278 MD	24692165235106745626222	4899	167.74	
08/29	08/28	RAPPAHANNOCKELECTRICCOOP EBILL.MYREC.CVA	24231685240747007552602	4900	5,254.57	

Finance Charge Calculation

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

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

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

ARPA MASTER LIST

8/31/2025

	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 Repl	\$ -	\$ 11,612.50	\$ -	100% infra
26	Wayfinding Signs	\$ 140,000.00	\$ 43,700.00	\$ 96,300.00	40%
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	\$ 210,444.56	\$ 332,840.94	0%
	Administrative /Legal Fees	\$ 60,000.00	\$ 45,055.39	\$ 15,592.60	75% Admin
	Total Encumbered	\$ 4,534,986.00	\$ 4,090,252.46	\$ 444,733.54	
	Total ARPA	\$ 4,534,986.00			
*	Project For (2) two years				

Aug-25

Signage

Estimated cost of these actions

- Signage	\$ 140,000.00	\$	-	\$ 43,280.00	\$	96,300.00	31%	\$ 140,000.00
- Total				\$ 43,280.00	\$			\$ 140,000.00

Fund balance from first payment
Fund balance from second payment

	\$	31,135.34
	\$	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	\$	2,355.00	\$ 1,601,974.10	\$	-	85.00%	\$ 3,485,953.17
				\$ 1,560,685.75	\$	332,840.94		\$ 3,485,953.17
Total				\$ 3,162,659.85				

Fund balance from first payment
Fund balance from second payment

	\$	-
	\$	332,840.94

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
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NOTES:

INFRASTRUCTURE COSTS:

Frazier Assoc.(Wayfinding)	\$	-	1st Tranche	\$	2,267,493.00
Core & Main	\$	-	Used to date	\$	2,221,185.06
VA RIGGERS	\$	-	Balance	\$	46,307.94
Pete McLean	\$	-	2nd Tranche	\$	2,267,493.00
Norfolk Southern	\$	-	Used to date	\$	1,869,067.40
FUOG Interbuild	\$	-	Balance	\$	398,425.60
Pennoni (Water Projects Bel Voi & Battletown)	\$	2,355.00			
Webster Nursery(Concrete walls)	\$	-			
Total	\$	2,355.00			

Project Status Report

16

Date: 9/9/2025

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: 9/9/2025

Project Name:

Wayfinding Signs

Project Budget: \$190,000.00

From ARPA: \$140,000.00

From Town: \$50,000.00

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 190,000.00	On Track	Total Spend: \$43,700.00
Schedule/Timeline	On Track	Complete: 40%

Project Milestones:

Description	% Complete	Status
1. Design	50%	On Track
2. Determine Sign locations	50%	On Track
3. Secure VDOT approvals	95%	On Track
4. Develop offering for design and construction/award/have signs fabricated	0%	On Track
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: 9/9/2025

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	On Track	Total Spend: \$210,444.56
Schedule/Timeline	On Track	% Complete: 50

Project Milestones:

Description	% Complete	Status
1. Construction plans	100%	Completed
2. Develop IFB	100%	Completed
3. Secure Easements	0%	Not Started
4. Issue offering/ review offering	100%	Completed
5. Select Contractor	100%	Completed
6. Complete project	0%	Not Started

Project Issues or Concerns:

**Town of Berryville
Town Council
Resolution**

WHEREAS, Section § 58.1-3940 of the Code of Virginia, 1950, as amended, provides the collection of local personal property taxes shall only be enforceable for five years following December 31 of the year for which the taxes were assessed, and

WHEREAS, the attached personal property taxes assessed by the Town of Berryville, Virginia for the tax year 2019, has remained delinquent for the year for which such taxes were assessed and are therefore rendered unenforceable,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Berryville in meeting duly assembled this ninth day of September, 2025, that the attached list of delinquent personal property taxes for the tax year of 2019 shall be charged off the tax records of the Town of Berryville as uncollectable.

PASSED THIS 9th DAY OF SEPTEMBER 2025.

Harry L. Arnold, Jr., Mayor

I hereby certify that the foregoing Resolution was duly adopted by the Council of the Town of Berryville in meeting assembled September 9, 2025.

ATTEST:

Erecka L. Gibson, Vice Mayor

TOWN COUNCIL
Motion for Approval
ADOPTION OF RESOLUTION TO CHARGE OFF DELINQUENT
PERSONAL PROPERTY TAXES FOR TAX YEAR 2019

Date: September 9, 2025

Motion By:

I hereby move that the Council of the Town of Berryville adopt the attached resolution to charge off delinquent personal property taxes for the tax year 2019.

VOTE

Aye:

Nay:

Absent:

Abstain:

ATTEST

Erecka Gibson, Vice Mayor

Tax Master Balance Listing

TOWN OF BERRYVILLE (540)955-1099

Customer Status: Both

Source Date:

9/2/2025

Account #	Customer Name	Status	Customer Balance
4889	ABRAHAM VICTORIA ANNE	InActive	\$109.73
5701	AMANAKA GEORGE R	InActive	\$4.43
4110	ANDERSON JEROME D	InActive	\$248.45
1692	ANDREJKO DANIELLE PENDLETON & DAVID ALAN	Active	\$210.78
4509	BENNER MARK A	InActive	\$98.22
6154	BONO WILLIAM J	InActive	\$57.97
4144	BROWN STEVEN M	InActive	\$381.01
2172	CINTRON VICKEY JANE & JOHNSON, MARY ELLEN	Active	\$225.78
3816	COCONIS DAVID H	InActive	\$204.92
6555	COLLINS CHRISTOPHER K	InActive	\$140.44
6564	COOPER GARY LEE	InActive	\$230.35
4736	DAVIS TINA M	InActive	\$286.70
4979	DOLINGER ALLEN LACY	Active	\$234.92
4671	FORD TIMOTHY SPENCER	Active	\$534.94
4555	FREEMAN JOLYN K	InActive	\$90.87
4285	GALLAGHER MICHAEL J	InActive	\$149.00
4727	GOODMAN BRENDA LEE	Active	\$1,179.96
7307	GREEN POINT INC	InActive	\$4.95
2145	GREEN SHERYL B	InActive	\$53.92
4376	GRIMM ROBERT S JR	InActive	\$132.50
7856	HAWES TAYLOR ASHTON CARISSA	Active	\$288.15
7890	JONES RAYMOND JOSEPH	Active	\$389.87
6872	KEATING COLBY MCLEAN	InActive	\$744.69
5055	KERNS KEVIN M	InActive	\$143.40
5057	KESSINGER II BRIAN K	Active	\$210.78
4174	KNIGHT TIMOTHY ALAN	InActive	\$51.18
2971	LOY SHANNON DANIELL	Active	\$363.20
5910	MACKEY MICHELE ANN	InActive	\$211.85
2264	MALICK JR KENNETH R	Active	\$313.84
7912	MARQUEZ ARTIDORO A	Active	\$349.77
6880	MASON JEFFREY MICHAEL	InActive	\$183.40
2644	MASQUITH MICHAEL JOSEPH	InActive	\$122.54
3217	MASQUITH SANDRA LEE	InActive	\$396.76
5090	MCFARLAND JOHN T	InActive	\$163.28
5926	MCGEOUGH JAMES	Active	\$120.00
3618	MCLAIN DAVID H	Active	\$233.40
2279	MCMANAMAY AIMEE MICHELLE	Active	\$413.28

3482	MILBOURNE DALTON T II	InActive	\$533.84
4506	MILLER PAUL GERHARD	InActive	\$11.02
2156	MONTGOMERY III CLIFFORD G	Active	\$413.28
7387	NEAL JAMES BURTON	Active	\$1,063.11
4353	PACKARD LOUIS R	InActive	\$14.30
2442	PAYNE VIRGINIA ANN	InActive	\$95.29
2133	PERRY GEORGE E & RYAN L	Active	\$440.46
4748	PHILLIPS-KNIGHT CAROLYN E	InActive	\$68.60
3651	PIERCE MOLLY CATHRYN	InActive	\$463.35
2255	REID EBONY CHARISSE	InActive	\$376.11
7417	RICHARDS TAYLOR CHARON	Active	\$312.39
4314	RITTER DARRIN MICHAEL	Active	\$1,165.73
2692	ROBERSON MARTHA LOU	InActive	\$47.46
5290	ROBERTS ANTONIO FRANKLIN	Active	\$235.92
4666	ROMANOWICZ ROBERT ANTHONY	InActive	\$50.87
7424	ROUNSLEY JAMIE SUE	InActive	\$140.85
7982	RUSSEAU TYLER JACOB	Active	\$273.67
6756	RYMAN CHRISTINE MARIE	Active	\$330.31
2540	SCHOFIELD SHAWN M	Active	\$468.34
6782	SMITH JENNIFER M	InActive	\$257.26
6043	SPOONER MARK W TRUST	InActive	\$733.86
8176	STEPHENSON JAYLA TIONNA	InActive	\$401.14
4058	STRADY MARY L	Active	\$267.24
6050	STUMP PATRICK S	InActive	\$151.02
2839	TINTAYA JACK THOMAS	InActive	\$87.76
5211	TURNER MICHAEL T	Active	\$307.91
7467	USSERY JAMISON LEE	InActive	\$141.10
4195	VIRGINIA SIDING INC	Active	\$204.43
4734	VOGT VENTURES LLC	Active	\$1,780.32
6817	WATKINS MEGHAN N	Active	\$659.93
1675	WEBB AND SONS CONSTRUCTION INC	InActive	\$241.71
6824	WHITE TAYLOR BARTON	InActive	\$167.59
7593	WILKERSON JOSHUA ANDREW	Active	\$345.61
2646	WILKINS THOMAS EDWARD	Active	\$775.97
8051	WOLTERS MATTHIAS	InActive	\$180.66
	Grand Total:		\$7,763.67

Totals By Year:

Tax Year:	Amount:
2019	\$7,763.67
Total:	\$7,763.67

Totals By Year And Revenue:

Tax Year:	Revenue Name:	Amount:
2019	DMV FEE	\$1,115.00
2019	MC LICENSE FEE	\$24.00
2019	PERSONAL ADVERTISING	\$195.96
2019	PERSONAL INTEREST	\$1,114.34
2019	PERSONAL PENALTY	\$182.95
2019	PERSONAL PRINCIPAL	\$2,205.42
2019	RV LICENSE FEE	\$25.00
2019	SETOFF FEE PP	\$25.00
2019	TRLR LICENSE FEE	\$56.00
2019	VEH LICENSE FEE	\$1,950.00
2019	VLF LATE FEE	\$870.00
	Total:	\$7,763.67
	Total:	\$7,763.67

Totals By Revenue:

Revenue Name:	Amount:
DMV FEE	\$1,115.00
MC LICENSE FEE	\$24.00
PERSONAL ADVERTISING	\$195.96
PERSONAL INTEREST	\$1,114.34
PERSONAL PENALTY	\$182.95
PERSONAL PRINCIPAL	\$2,205.42
RV LICENSE FEE	\$25.00
SETOFF FEE PP	\$25.00
TRLR LICENSE FEE	\$56.00
VEH LICENSE FEE	\$1,950.00
VLF LATE FEE	\$870.00
Total:	\$7,763.67
Total:	\$7,763.67

Item Title

Shentel Glo Fiber asks Berryville to relax repair standards for asphalt

Prepared By

Jean Petti

Background/History/General Information

In November 2024, Berryville Town Council approved a franchise agreement with Shenandoah Cable Television (SHENTEL) for the expansion of Glo Fiber service. As a part of the approved franchise agreement, SHENTEL agreed to abide by the Town's standards of work within public rights-of-way (Exhibit C).

Construction planning meetings between the Town and SHENTEL included extensive discussions concerning work within public rights-of-way, including pavement restoration requirements.

After SHETEL commenced construction activities, their representatives contacted the Town and expressed concern about pavement restoration requirements. Town staff explained that this matter had been discussed in planning meetings and that pavement restoration requirements were clearly outlined in land use permits submitted by SHENTEL and approved by the Town.

Findings/Current Activity

Construction activities began July 2025 and have paused to resolve a request from SHENTEL for relaxation of the Town's asphalt restoration standards. Berryville currently holds to the VDOT standard. SHENTEL requests that the Town apply either the VDOT standard for parallel cuts, or a modified standard developed by the county of Frederick, Maryland. This amendment would require a public hearing to amend Berryville's *Construction Standards Manual and Specifications*.

Town staff has not finalized recommendations in this regard. If the Council determines that a public hearing should be set and unless the Council concludes otherwise, the hearing notice should state that "the request that will be reviewed would establish new paving restoration standards for test pits excavated over utilities during boring operations". Staff would finalize specific *Construction Standards Manual and Specifications* language prior to public hearing advertisement.

Again, no staff recommendation has been made, but any such recommendation or suggested language would 1) only permit application of a relaxed pavement restoration on low-volume streets, not to include collector streets or primary roads (if maintained by the Town in the future), and 2) require the applicant to receive written approval from the Director of Public Works prior to disturbance of pavement for each test pit location that would be permitted to be restored under the new standard.

Attachments

1. Franchise Agreement
2. VDOT Standard Open-Cut Pavement Restoration Requirements
3. Diagram of requested modified asphalt restoration standard

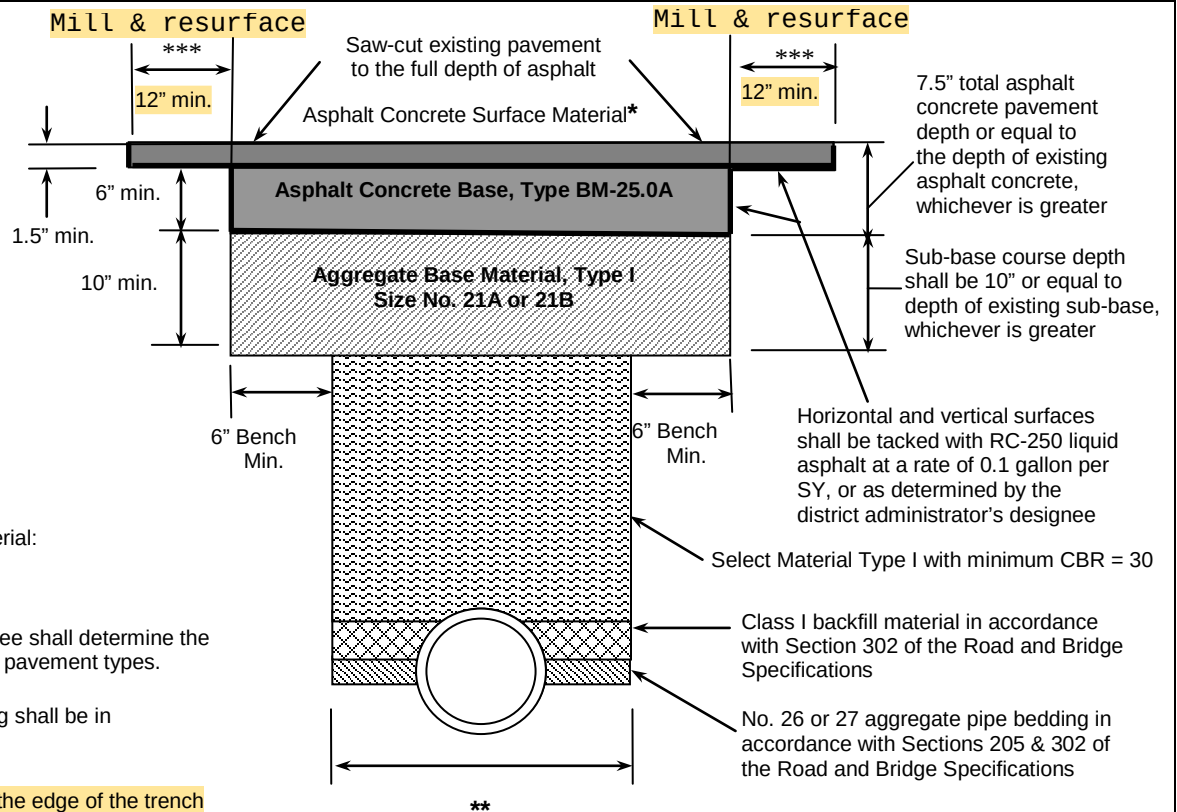
Motion

I move that the Council of the Town of Berryville set a public hearing on October 14, 2025 at 7:00 p.m. or as soon thereafter as the matter may be heard to consider a proposal to amend the *Town of Berryville Constructions Standards Manual and Specifications* to establish standards for asphalt pavement restoration for open cut utility cuts made when test pits are excavated in streets.

**LAND USE PERMIT
LUP-OC**

Open-Cut Pavement Restoration Requirements

Asphalt Pavement Restoration Detail for Open Cut Utility Installations



NOTES:

- * Asphalt Concrete Surface Material:
SM-9.5A for ADT < 10,000
SM-9.5D for ADT > 10,000

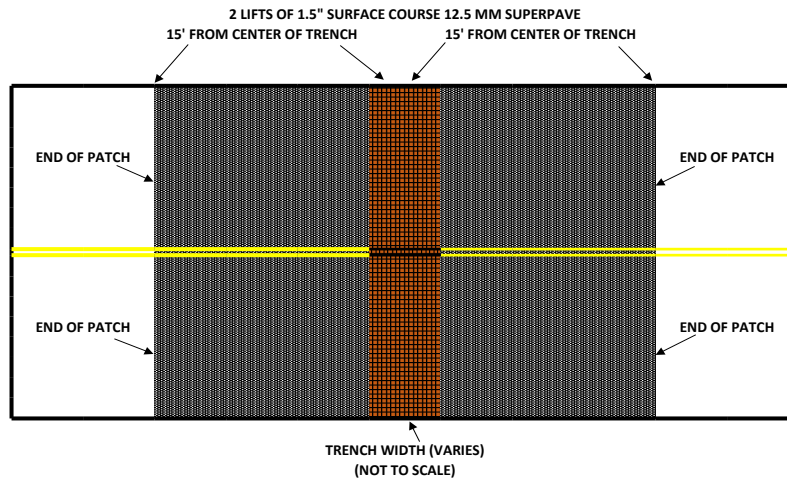
The district administrator's designee shall determine the restoration requirements for other pavement types.

- ** Trench width and pipe bedding shall be in accordance with VDOT Std. PB-1

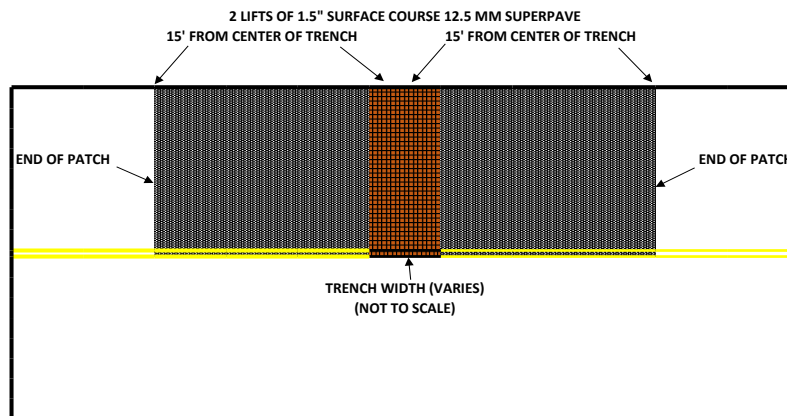
- *** 12 inches minimum beyond the edge of the trench on longitudinal open cuts, or 25 feet minimum beyond the trench centerline on perpendicular open cuts, or as determined by the district administrator's designee.

Date: August 27, 2014

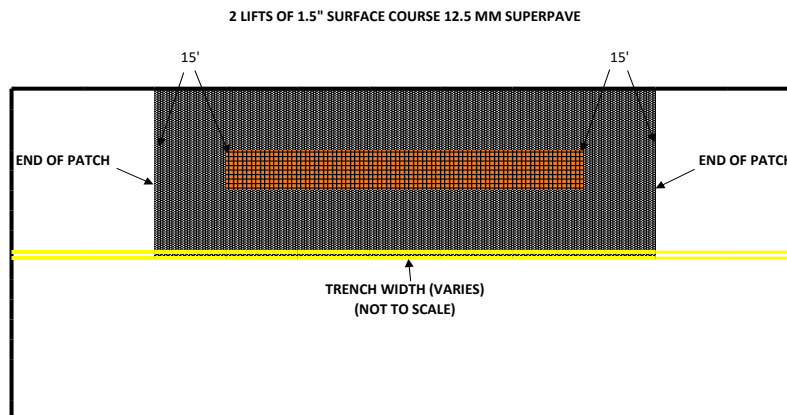
PLAN VIEW OF ROADWAY REPAIR MULTIPLE LANES FULL ROAD WIDTH TO INCLUDE SHOULDERS



PLAN VIEW OF ROADWAY REPAIR ONE LANE TO INCLUDE SHOULDER

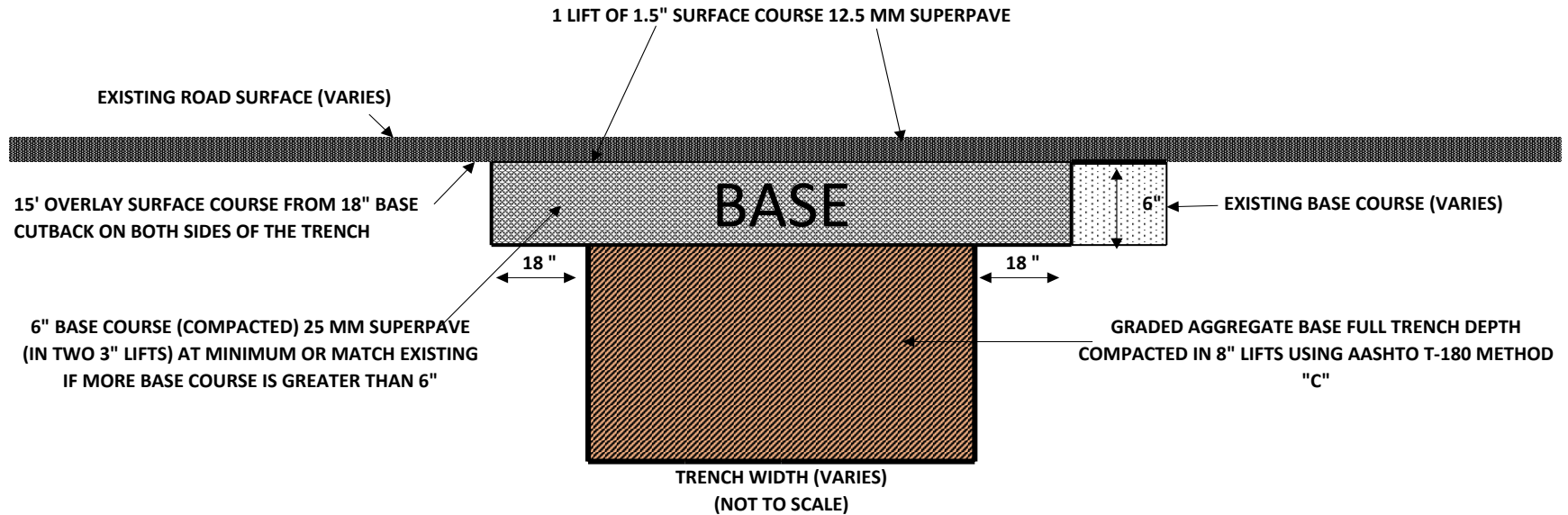


PLAN VIEW OF ROADWAY REPAIR ONE LANE TO INCLUDE SHOULDER



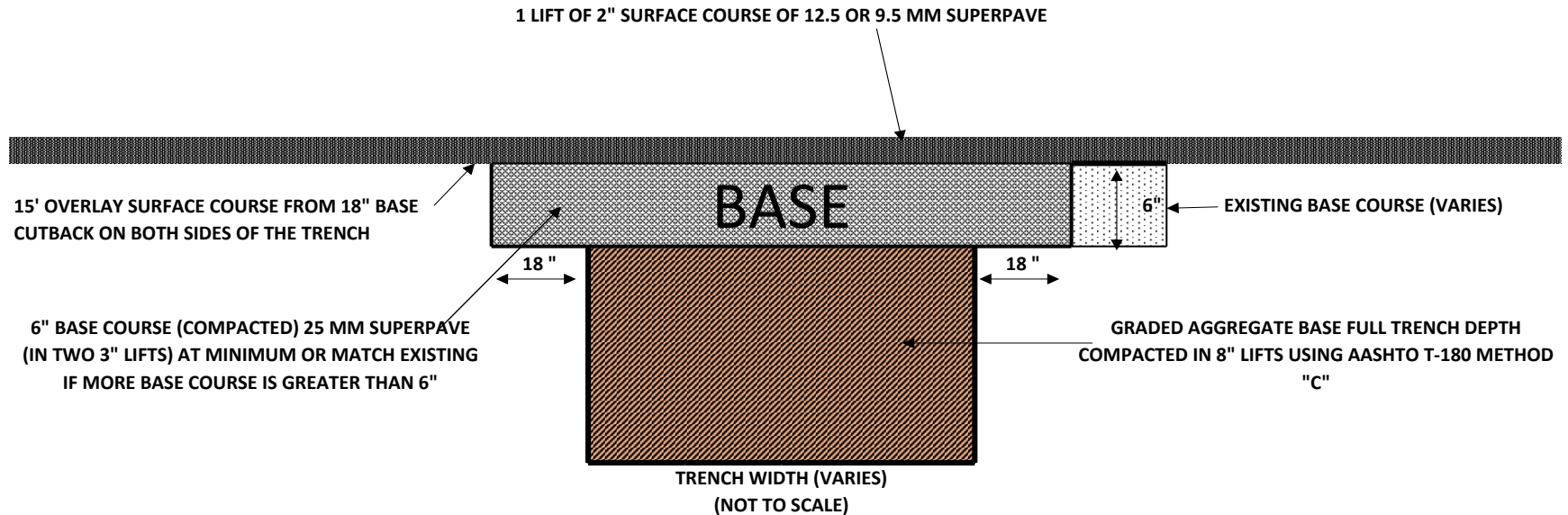
UTILITY TRENCH BACKFILL/PAVEMENT REPAIR DETAIL #1

BITUMINOUS CONCRETE ROADWAYS



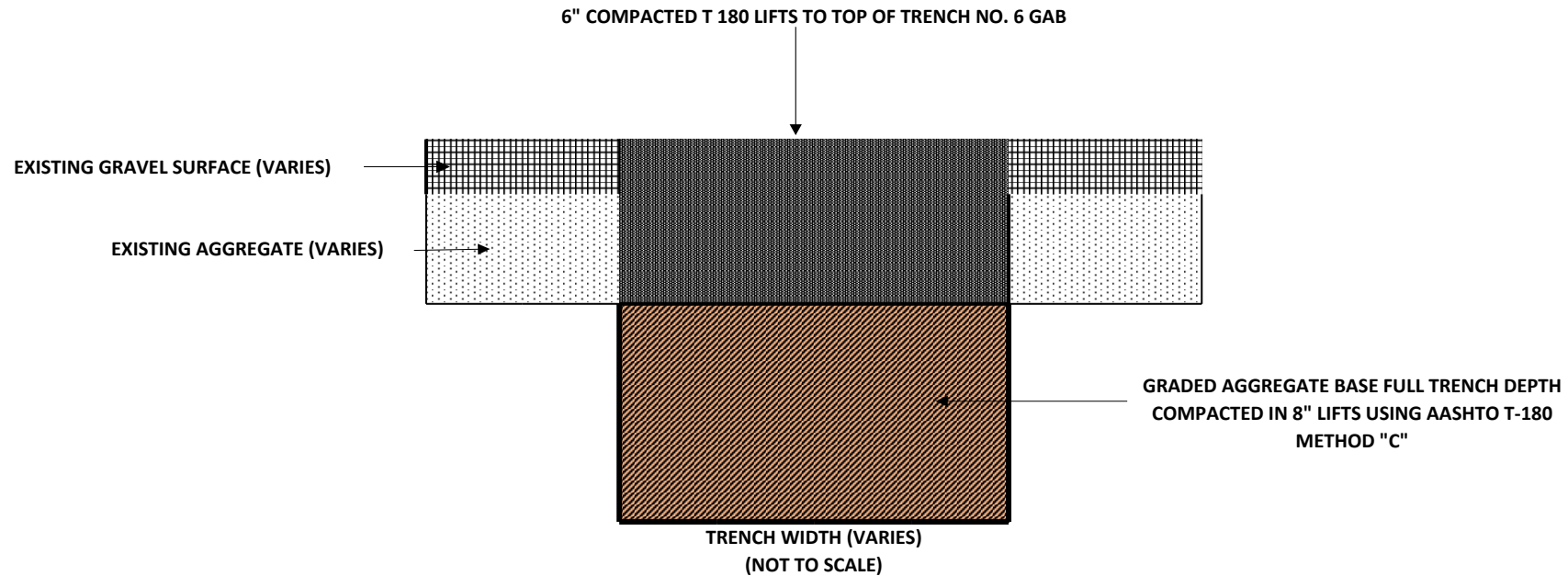
1. BASE COURSE TO EXTEND 18" BEYOND TRENCH CUT ON BOTH SIDES
2. SURFACE COURSE TO EXTEND 15' BEYOND BASE COURSE ON BOTH SIDES
3. BASE COURSE AND AT LEAST ONE SURFACE COURSE LAYER TO BE DONE IN SAME DAY, OR FLUSH WITH EXISTING ROADWAY
4. FINAL SURFACE COURSE LAYER SHALL BE DONE WITHIN 5 CALENDAR DAYS OF THE INITIAL SURFACE COURSE
5. EXISTING PAVEMENT EDGES TO BE SAW CUT
6. ALL VERTICAL EDGES OF THE REPAIR AREA SHALL BE TACKED BEFORE PLACEMENT OF THE SURFACE COURSE
7. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT
8. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT
9. REFER TO "PAVEMENT RESTORATION SPECIFICATIONS & DETAILS" AND "OVERLAY" SPECIFICATIONS FOR MORE DETAILS
10. COMPACTION SHALL BE 92% OF MAXIMUM DENSITY BASED UPON AASHTO T-180 Method "C" EXCEPT FOR THE TOP ONE FOOT (1') OF THE ROADWAY WHICH SHALL BE 97% OF THE MAXIMUM DRY DENSITY BASED UPON AASHTO T-180 Method "C".

PATCHING OF TAR & CHIP ROADWAYS DETAIL #2



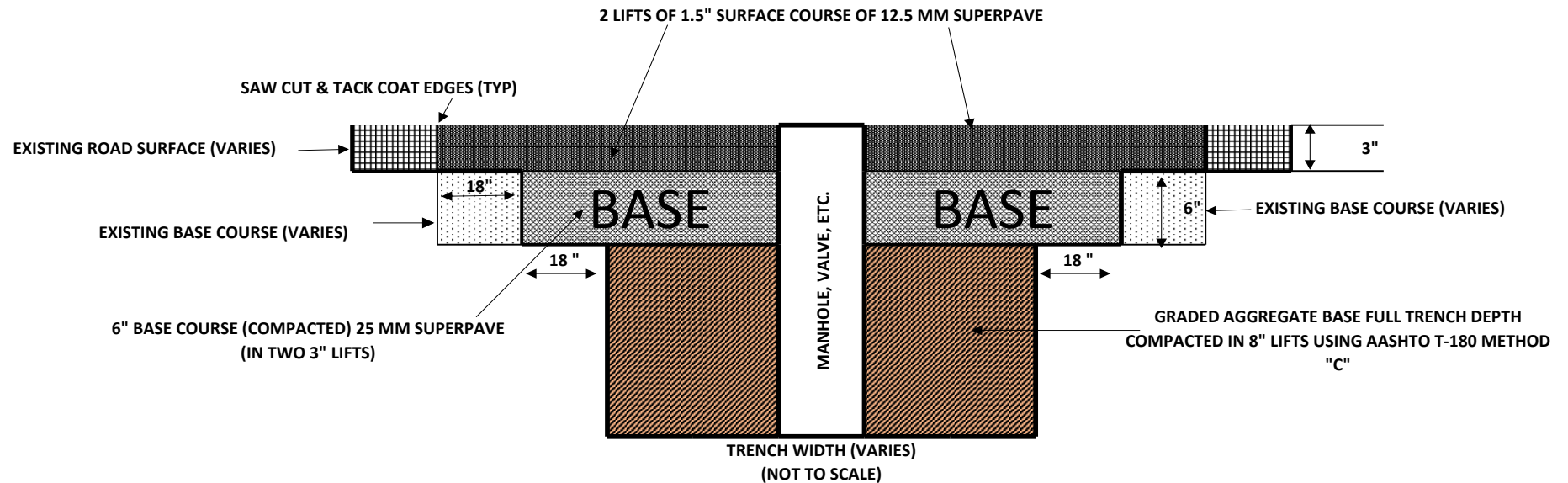
1. BASE COURSE TO EXTEND 18" BEYOND TRENCH CUT ON BOTH SIDES
2. SURFACE COURSE TO EXTEND 15' BEYOND BASE COURSE ON BOTH SIDES
3. BASE COURSE AND SURFACE COURSE LAYER TO BE DONE IN SAME DAY, OR FLUSH WITH EXISTING ROADWAY
4. FINAL SURFACE COURSE LAYER SHALL BE DONE WITHIN 5 CALENDAR DAYS OF THE INITIAL SURFACE COURSE
5. EXISTING PAVEMENT EDGES TO BE SAW CUT
6. ALL VERTICAL EDGES OF THE REPAIR AREA SHALL BE TACKED BEFORE PLACEMENT OF THE SURFACE COURSE
7. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT
8. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT
9. REFER TO "PAVEMENT RESTORATION SPECIFICATIONS & DETAILS" AND "OVERLAY" SPECIFICATIONS FOR MORE DETAILS
10. COMPACTION SHALL BE 92% OF MAXIMUM DENSITY BASED UPON AASHTO T-180 Method "C" EXCEPT FOR THE TOP ONE FOOT (1') OF THE ROADWAY WHICH SHALL BE 97% OF THE MAXIMUM DRY DENSITY BASED UPON AASHTO T-180 Method "C".

PATCHING OF GRAVEL ROADWAYS DETAIL #3



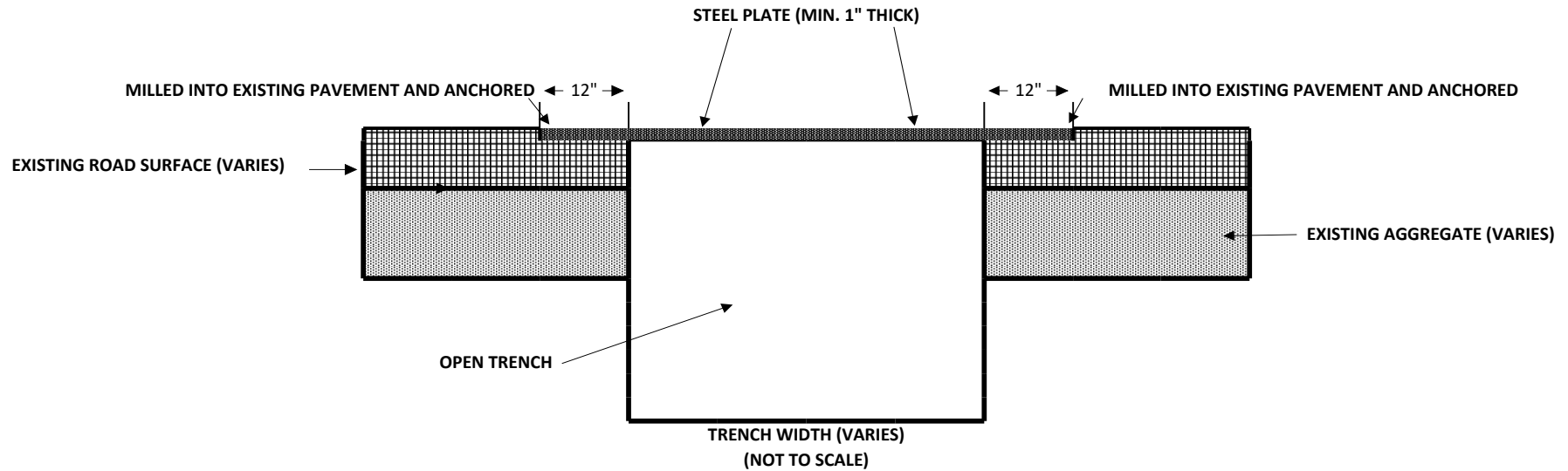
1. TRENCH SHALL BE COMPACTED USING T 180 METHOD IN 6" LIFTS TO 92% COMPACTION, EXCEPT FOR TOP 12" WHICH WILL BE AT 97% COMPACTION
2. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT
3. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT
4. COMPACTION SHALL BE 92% OF MAXIMUM DENSITY BASED UPON AASHTO T-180 Method "C" EXCEPT FOR THE TOP ONE FOOT (1') OF THE ROADWAY WHICH SHALL BE 97% OF THE MAXIMUM DRY DENSITY BASED UPON AASHTO T-180 Method "C".

MANHOLES, WATER METERS & OTHER APPURTENANCES DETAIL #4



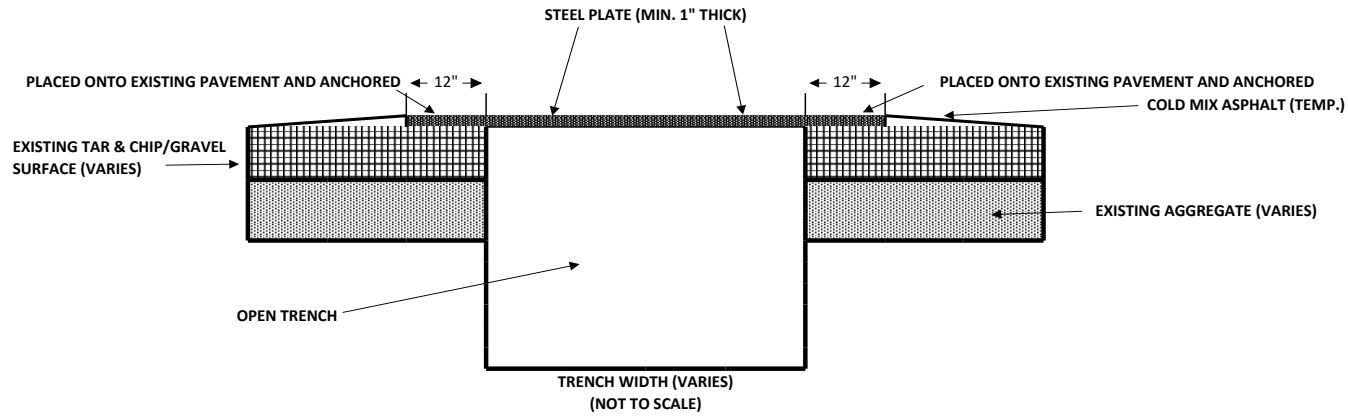
1. BASE COURSE TO EXTEND 18" BEYOND TRENCH CUT ON BOTH SIDES
2. SURFACE COURSE TO EXTEND 18" BEYOND BASE COURSE ON BOTH SIDES
3. BASE COURSE AND AT LEAST ONE SURFACE COURSE LAYER TO BE DONE IN SAME DAY, OR FLUSH WITH EXISTING ROADWAY
4. FINAL SURFACE COURSE LAYER SHALL BE DONE WITHIN 5 CALENDAR DAYS OF THE INITIAL SURFACE COURSE
5. EXISTING PAVEMENT EDGES TO BE SAW CUT
6. ALL VERTICAL EDGES OF THE REPAIR AREA SHALL BE TACKED BEFORE PLACEMENT OF THE SURFACE COURSE
7. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT
8. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT
9. REFER TO "MANHOLES, WATER CAPS" SPECIFICATIONS FOR MORE DETAILS
10. COMPACTION SHALL BE 92% OF MAXIMUM DENSITY BASED UPON AASHTO T-180 Method "C" EXCEPT FOR THE TOP ONE FOOT (1)' OF THE ROADWAY WHICH SHALL BE 97% OF THE MAXIMUM DRY DENSITY BASED UPON AASHTO T-180 Method "C".

STEEL PLATING FOR ASPHALT ROADWAYS DETAIL #5



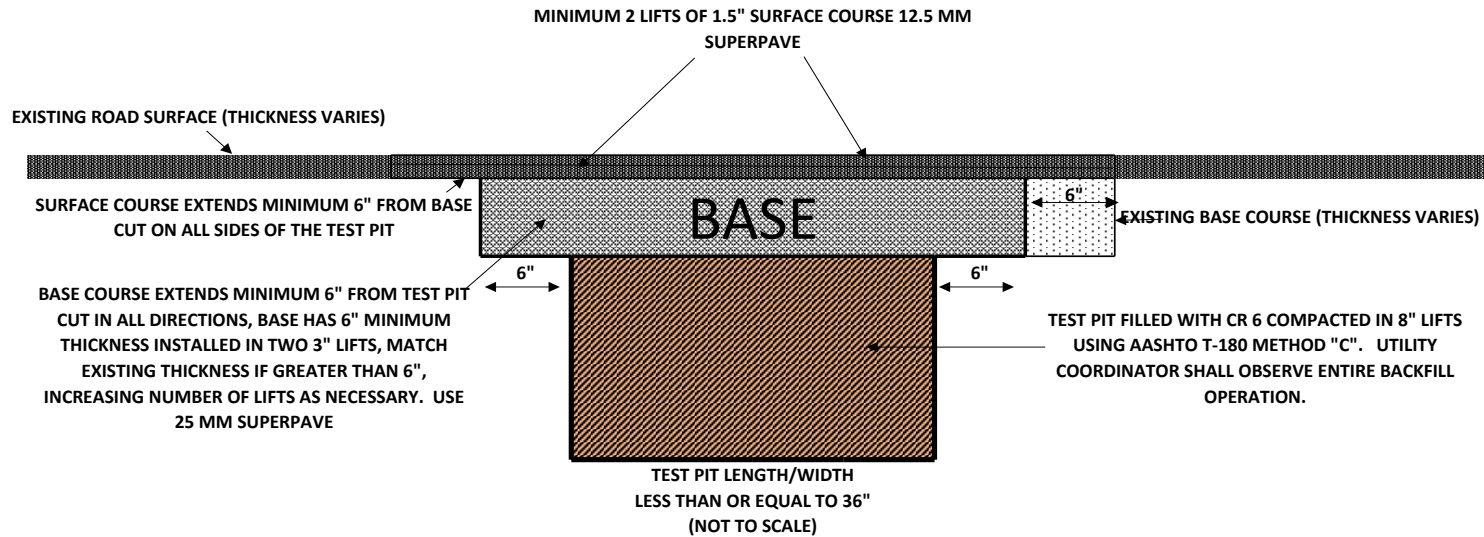
1. EXISTING PAVEMENT EDGES TO BE SAW CUT 12" BEYOND TRENCH WIDTH
2. STEEL PLATES TO BE INSTALLED FLUSH WITH EXISTING PAVEMENT AND ANCHORED
3. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT
4. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT
5. STEEL PLATE SHALL NOT BE USED FOR MORE THAN 48 HOURS WITHOUT SPECIAL PERMISSION FROM THE UTILITY COORDINATOR.
6. REFER TO "STEEL PLATES" SPECIFICATIONS

STEEL PLATING FOR TAR & CHIP AND GRAVEL ROADWAYS DETAIL #6



1. STEEL PLATES TO BE INSTALLED 12" BEYOND EXISTING PAVEMENT AND ANCHORED AND COLD MIX ASPHALT AT EDGES OF STEEL PLATE
2. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT
3. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT
4. STEEL PLATE SHALL NOT BE USED FOR MORE THAN 48 HOURS WITHOUT SPECIAL PERMISSION FROM THE UTILITY COORDINATOR.
5. REFER TO "STEEL PLATES" SPECIFICATIONS

TEST PIT BACKFILL/PAVEMENT REPAIR DETAIL #7 BITUMINOUS CONCRETE ROADWAYS



1. THE CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN A "CONSTRUCTION/UTILITY WORK IN COUNTY RIGHT-OF-WAY" PERMIT PRIOR TO BEGINNING OF WORK.
2. SUB-BASE TEST PIT BACKFILL SHALL BE CR 6, INSTALLED IN 8" LIFTS, AND COMPACTED. NO REPAIR WILL BE ACCEPTED UNLESS TEST PIT BACKFILL OPERATION IS CONDUCTED UNDER UTILITY COORDINATOR OBSERVATION (OR HIS DESIGNEE).
3. ASPHALT BASE COURSE TO EXTEND AT LEAST 6" BEYOND TEST PIT CUT ON ALL SIDES. MINIMUM REPAIR THICKNESS IS 6". REPAIR WILL MATCH EXISTING BASE IF GREATER THAN 6", TO BE INSTALLED IN 3" MAXIMUM THICKNESS LIFTS. USE 25 MM SUPERPAVE.
4. SURFACE ASPHALT COURSE TO EXTEND AT LEAST 6" BEYOND BASE COURSE ON ALL SIDES. MINIMUM REPAIR THICKNESS IS 3". REPAIR WILL MATCH EXISTING SURFACE IF GREATER THAN 3". TO BE INSTALLED IN 1.5" MAXIMUM THICKNESS LIFTS. USE 12.5 MM SUPERPAVE.
5. BASE COURSE AND SURFACE COURSE LAYER REPAIR TO BE DONE IN SAME DAY.
6. EXISTING PAVEMENT EDGES TO BE SAW CUT.
7. ALL VERTICAL EDGES OF THE ASPHALT REPAIR AREA SHALL BE TACKED BEFORE PLACEMENT OF THE SURFACE COURSE.
8. IF TEST PIT IS LESS THAN 24" FROM EDGE OF PAVEMENT OR CENTER SEAM, THEN ASPHALT REPAIR MUST EXTEND TO EDGE OF PAVEMENT OR CENTER SEAM. EDGE OF ASPHALT REPAIR WILL NOT BE ALLOWED WITHIN WHEELPATH. EXTEND ASPHALT REPAIR BEYOND WHEELPATH AS NECESSARY, TO BE DETERMINED BY THE UTILITY COORDINATOR (OR HIS DESIGNEE).
9. ENSURE THAT ALL TRENCH BACKFILL, ETC. IS SPECIFIED TO COMPLY WITH THE CONDITIONS OF THIS PERMIT.
10. REFER TO "PAVEMENT RESTORATION SPECIFICATIONS & DETAILS" FOR MORE DETAILS.
11. COMPACTION SHALL BE 92% OF MAXIMUM DENSITY BASED UPON AASHTO T-180 Method "C" EXCEPT FOR THE TOP ONE FOOT (1') OF THE ROADWAY WHICH SHALL BE 97% OF THE MAXIMUM DRY DENSITY BASED UPON AASHTO T-180 Method "C".
12. IF TEST PIT IS GREATER THAN 36" LONG OR WIDE USE MANHOLES, WATER METERS & OTHER APPURTENANCES DETAIL #4.

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

1.23 "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.

1.24 "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.

1.25 "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).

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

1.27 "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.

1.28 "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.

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

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

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

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

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

1.34 "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.

1.35 "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.

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 Capital Support. In support of the Town's production of local PEG programming, if the Town submits a written request, Grantee shall provide an annual capital grant to the Town ("PEG Capital Grant") in the amount

of fifty cents (\$0.50) per subscriber per month. Grantee's obligation to pay the PEG 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. Payment of the PEG grant shall be made annually. The PEG 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 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.

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, 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. 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 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 shall further have the right to have independent consultants employed by the Town 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. 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.

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.

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 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

Erika R. Hill

Town of Berryville, VA

By: [Signature]

Name: [Signature]

Title: Mayor

Attest

Mark T. Funch

Shenandoah Cable Television, LLC

By: Chris Kyle

Name: Chris Kyle

Title: VP, Industry Affairs & Regulatory

EXHIBIT A

FACILITIES TO BE PROVIDED COURTESY CABLE SERVICE

Location	Address
Berryville-Clark County Government Center	101 Chalmers Ct. Berryville VA 22611
Sheriff's Office and Communications	100 N. Church St Berryville, VA 22611
Circuit Courthouse	102 N. Church St Berryville, VA 22611
General District Courthouse	104 N. Church St Berryville, VA 22611
County Building	36 E. Main St Berryville, VA 22611
School Board Property	321 W. Main St Berryville, VA 22611
School Board Office	317 W. Main St Berryville, VA 22611
Town Building	23 E. Main Street
John H. Enders Fire Company	9 S. Buckmarsh St. Berryville, VA 22611
Johnson Williams Middle School	200 Swan Avenue Berryville, VA 22611
Clarke County High School	627 Mosby Blvd. Berryville, VA 22611
Berryville Public Works	201 Tom Whitacre Cir. Berryville, VA 22611
County Building	311 East Main Street 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 reasonable 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.

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

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

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 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 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.

Halloween Trick-or-Treating

Background

§13-38 of the Berryville Code enables the Town Council to designate the date upon which, and hours during which, trick-or-treating may occur within the Town. The full text of the code section in question is:

Sec. 13-38. - Designation of date and hours for Halloween activities.

- (a) The council may, in its discretion and as it may deem appropriate, designate on an annual basis the date upon which, and hours during which, Halloween night will be celebrated in the Town of Berryville for the purpose of the conduct of such activity as is embraced in the colloquial expression "trick or treating." Such designation shall be made by appropriate formal motion of the council in meeting duly assembled.
- (b) Any such designation as is provided for in subparagraph (a) herein will be advertised in a manner to advise residents of the designation as deemed appropriate by the town manager.
- (c) It shall be unlawful for any minor, as defined in subsection 13-3(a) herein, to violate, or for any parent, guardian or other adult person having the care, custody and control of any minor to permit or allow such minor child to violate the provisions of this section.
- (d) Violations of this section shall be prosecuted as a misdemeanor. Any minor violating the provisions of this section shall be dealt with in accordance with the state juvenile and domestic relation law and procedure.

(Ord. of 10-10-89; Ord. of 12-9-14(1))

State Law reference— Similar provisions, Code of Virginia, § 15.2-926.

Typically, the decisions made in this regard center on the whether the observance should be moved from October 31 or whether the hours may need to be altered from the previous year for some reason. The decision on this designation is usually made in September of a given year.

Recommendation

Establish trick-or-treating observance in Town for October 31, 2023 between the hours of 6:00 p.m. and 8:30 p.m.

Sample Motion

I move that the Council of the Town of Berryville, in accordance with §13-38 of the Berryville Code, designate October 31, 2025 between the hours of 6:00 p.m. and 8:30 p.m. as the period in which trick-or-treating may occur within the Berryville town limits. Residents who wish to participate in giving treats should turn on their porch lights during designated hours. Trick-or-treaters should only visit homes at which a porch light is activated.

September 9, 2025
Discussion / Action

Set Special Meeting

Town staff requests that the Town Council set a special meeting for September 24, 2025 at 3:30 p.m. to:

- discuss legal representation and
- interview candidates for appointment to the Town Council (Ward 2).

It is expected that if the Council agrees to meet on September 24, that a firm representative would make a brief presentation in open session then the Council would enter closed session to conduct an interview. Further, the Council would remain in closed session to conduct two interviews of candidates for appointment as Ward 2 Councilmember.

Attachments

- Draft agenda for special meeting
- Notice of special meeting

Recommendation

Set a special meeting of the Town Council on September 24, 2025 at 3:30 p.m.

Sample Motion

I move that the Council of the Town of Berryville, in accordance with §3.12 of the Town of Berryville Charter, set a special meeting on September 24, 2025 at 3:30 p.m.

DRAFT



Berryville Town Council

MEETING AGENDA

Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
AB Meeting Room

Special Meeting

September 24, 2025

3:30 PM

Item

Page

1. **Call to Order**

2. **Approval of Agenda**

3. **Unfinished Business**

Discussion- Legal Representation

4. **New Business**

5. **Other**

6. **Closed Session**

The Council of the Town of Berryville will conduct a closed session in accordance with §2.2-3711.A.1 for discussions related to appointment of a Town Attorney and §2.2-3711.A.1 consideration of prospective candidates for appointment to the Town Council.

7. **Adjourn**

DRAFT

Notice of Special Meeting

The Council of the Town of Berryville, Virginia will hold a special meeting on September 24, 2025 at 3:30 p.m., in the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, VA.

By affixing my signature to this notice, I acknowledge that I have received notice of the special meeting, as required by Section 3.12 of the Town Charter.

Harry Lee Arnold, Jr., Mayor

Erecka L. Gibson, Vice Mayor

William Steinmetz, Ward 1

Grant Mazzarino, Ward 3

Ryan Tibbens, Ward 4

Town of Berryville
Town Council
MOTION TO ENTER CLOSED SESSION

Date: September 9, 2025

MOTION BY:

SECOND BY:

I move that the Council of the Town of Berryville will enter into a closed session in accordance with §2.2-3711.A.1 Consideration of prospective candidates for appointment to the Town Council and Section 2.2-3711.A.1 for discussions related to appointment of a Town Attorney.

VOTE:

Aye:

Nay:

Absent:

Abstain:

ATTEST

Erecka Gibson, Vice Mayor

Town Council
Mo on
CLOSED SESSION RESOLUTION

DATE: September 9, 2025

MOTION BY:

SECOND BY:

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

Resolution

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

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

VOTE:

AYE:

NAY:

ABSENT:

ABSTAIN:

ATTEST:

Ericka Gibson, Vice Mayor