Berryville Town Council

MEETING AGENDA

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

Amended March 10, 2026

March 10, 2026

7:00 PM

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3.	**Approval of Agenda**	
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Vice Mayor

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13. Committee Updates

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Personnel, Appointments, and Policy

Public Safety

Streets and Utilities

14. Closed Session

The Council of the Town of Berryville will enter closed session in accordance with Code of Virginia §2.2-3711.3, to discuss the renewal of a lease on and around the elevated water tower at 201 Tom Whitacre Circle. 485

15. Adjourn

MINUTES

BERRYVILLE TOWN COUNCIL
Regular Meeting
February 10, 2026
7:00 p.m.

A meeting of the Berryville Town Council was held on Tuesday, February 10, 2026, 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; Paul Perez; Grant Mazzarino; Ryan Tibbens.

Absent: None

Staff

Present: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Brandel Kelsey, Town Clerk; Terry Russell, Community Development Director; Chief Jason Winner, Berryville Police Department

Press Mickey Powell, Winchester Star

1. Call to Order
Mayor Harry Lee Arnold, Jr. 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
Vice Mayor Erecka Gibson moved to approve the agenda as presented. The motion passed by voice vote.

4. Presentations, Awards, and Recognitions
Josh Roller of Robinson Farmer Cox Associates appeared via TEAMS to review the Town's FY25 Audit Report. Mayor Arnold introduced Mr. Roller, who provided a summary of the audit findings highlighting that the audit did not identify any material weaknesses or items of concern in Town financial record keeping. He stated that his firm issued an unqualified opinion as a part of the review of the FY25 books. There were no questions from Council or staff.

Keith Dalton thanked Treasurer Cindy Poulin for all her hard work in preparing for the audit.

5. Public Hearings
None.

6. Discussion of Public Hearing Items
None.

7. Citizens' Forum
No comment was received.

8. Consent Agenda
William Steinmetz moved to approve the consent agenda as presented. The motion passed by voice vote.

9. Unfinished Business
None.

10. New Business
None.

11. Council Member Reports
Mayor Arnold reported that he attended the Clarke County VA 250 Kickoff event at Chilly Hollow Brewing Company, which was well attended.

Mr. Steinmetz expressed appreciation to the Public Works Department for maintaining clear roads.

Ryan Tibbens echoed Mr. Steinmetz's appreciation and thanked Public Works as well. He also reported attending his first Clarke County Economic Development Advisory Committee meeting and encouraged anyone with concerns to share them with him so he may present them at the next meeting.

Mr. Dalton stated Public Works did an excellent job clearing the snow and commended Berryville residents for their efforts as well.

12. Staff Reports
Community Development Director Report
Community Development Director Terry Russell provided an update on the West Fairfax Street Sidewalk Project. The Town was approaching the four-year limit established by VDOT for the sidewalk project. An extension request was submitted prior to the end of January, and VDOT approved an extension of the construction phase deadline to June 30, 2027.

Mr. Dalton noted that he and Mrs. Poulin continue budget preparation for FY27.

Deputy Town Manager Report
Deputy Town Manager Jean Petti provided an update on the Wayfinding Sign project. She stated there were no changes since the previous Council meeting. The bid meeting is scheduled for Thursday, February 12th at 10:00 a.m. The Town anticipates entering into a contract with the successful bidder no later than March 20, 2026, with project completion required by August 28, 2026.

13. Committee Updates
Mayor Arnold recognized the chairs of the standing committees of the Town Council for updates.

Budget and Finance Committee
Vice Mayor Gibson said there will be a Town Council Budget Work Session will be held on March 2, 2026 and a Budget & Finance Committee meeting about the budget is scheduled for February 23, 2026.

Community Development Committee & Streets and Utilities Committee
Mr. Tibbens reported no updates. The next Community Development & Streets and Utilities committee meeting will be held on February 24, 2026.

Personnel, Appointments, and Policy
Mayor Arnold stated there is currently a vacancy on the Planning Commission, with a preference for an applicant from Ward 4. There is also an opening on the Tree Board.

Public Safety
Grant Mazzarino said the committee met with Chief Jason Winner who provided a presentation on less-lethal weapons and presented a draft budget proposal related to those items.

14. Closed Session
Discussion about renewal of a lease at 201 Tom Whitacre Circle

Motion to enter Closed Session
Mr. Mazzarino moved that the Council of the Town of Berryville enter closed session in accordance with code of Virginia §2.2-3711.3, to discuss the renewal of a lease on and around the elevated water tower at 201 Tom Whitacre Circle. Motion passed by voice vote.

The Council returned to open session at 8:02 p.m.

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

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**
Mr. Perez	**Aye**
Mr. Mazzarino	**Aye**
Mr. Tibbens	**Aye**
Ms. Gibson	**Aye**
Mr. Arnold	**Aye**

15. Adjourn

The Council adjourned at 8:03 p.m. on a motion by Mr. Tibbens.

_____ _____

Erecka L. Gibson, Vice Mayor Brandel Kelsey, Town Clerk

BERRYVILLE TOWN COUNCIL BUDGET AND FINANCE COMMITTEE
MINUTES
Berryville-Clarke County Government Center
101 Chalmers Court, Berryville, VA 22611
Monday
February 23, 2026
3:00 pm

Members of the committee present: Vice Mayor Erecka Gibson, Chair; Grant Mazzarino

Staff present: Keith Dalton, Town Manager; Cindy Poulin, Treasurer; Brandel Kelsey, Town Clerk

1. Call to Order
Vice Mayor Erecka Gibson called the meeting to order at 3:03 p.m.

2. Approval of Agenda
The agenda was approved by consensus on a motion by Grant Mazzarino.

3. New Business
Review of Town Manager's Proposed Draft Budget FY27
Town Manager Keith Dalton discussed proposed amendments to the schedule of water and sewer fees and charges.

Mr. Dalton reviewed the Proposed Revised Reserves Specifics with the Committee.

Vice Mayor Gibson said she wanted to move forward with exploring investment options through VACo-VML and present them to Council. She noted that a conservative investment approach would allow reserve funds to grow rather than remain idle in a bank account. Mr. Dalton indicated that he would compile and present additional information at the next Council meeting.

Treasurer Cindy Poulin reviewed Proposed Budget highlights and the Proposed Draft Budget for FY27.

Vice Mayor Gibson inquired about changing from coin-operated parking meters to a mobile application-based payment system. She observed that fewer individuals carry cash or coins and that payment systems are increasingly electronic. She suggested that the Town consider developing a plan within the next five years to potentially implement such a system. Mr. Dalton responded that there would be fees associated with adopting a mobile payment application; however, he stated that the concept could be referred to the appropriate committee and the Chief of Police for further review and consideration.

Mr. Dalton also discussed the Proposed FY27-FY31 Capital Improvement Program (CIP) with the Committee.

The Committee reviewed the information presented by Town Staff and asked questions to change various aspects of the Proposed Budget.

4. Other
None.

7. Adjournment
The meeting adjourned by consensus at 4:38 p.m. on a motion by Mr. Mazzarino.

BERRYVILLE TOWN COUNCIL COMMUNITY DEVELOPMENT / STREETS AND UTILITIES COMMITTEE MINUTES
Berryville-Clarke County Government Center
101 Chalmers Court, Berryville, VA 22611
Tuesday
February 24, 2026
3:30 pm

Members of the committee present: Ryan Tibbens, Chair; Harry Lee Arnold, Jr., Mayor

Absent: Paul Perez

Staff present: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Terry Russell, Community Development Director; Brandel Kelsey, Town Clerk

Press: Mickey Powell, Winchester Star

1. Call to Order
Ryan Tibbens called the meeting to order at 3:30 p.m.

2. Approval of Agenda
The agenda as amended was approved by consensus on a motion by Harry Lee Arnold, Jr. Mayor.

3. Unfinished Business
Parking Lot Renovations and Lighting
Jean Petti, Deputy Town Manager discussed the lighting map for the Rixie Moore parking lot. She explained that existing light will be replaced with two double-fixture lights. There will be a third one added by the basketball court and will match the light fixtures already in Rose Hill Park. There will be electrical service in the parking lot to accommodate food trucks. Mayor Arnold inquired about location of the additional power supply and Mrs. Petti responded at the base of each pole. Mr. Dalton asked that this matter be revisited because he recalled that new outlets would be installed on the new backboard.

Service Line Warranty Program
Mrs. Petti reviewed proposed language to be included in residents' utility bills, should the program be approved. She also noted that a similar informational statement could be placed on the Town's website if preferred by the committee. The purpose of the communication would be to inform residents of available service line warranty options that are not provided by the Town. Mr. Tibbens said that he supported both communication methods, provided the Town does not recommend any specific company.

Livery Renovations
Mr. Dalton reported that there were no new updates regarding progress on the Livery Renovations. He requested clarification from Council regarding the desired bathroom configuration. Mr. Tibbens stated that, if feasible, he would prefer two bathrooms and emphasized the importance of adequate lighting for safety. Mr. Dalton will compile additional information and present it at the next Council meeting. Mr. Tibbens asked whether funds allocated for the project over the past two years remain available. Mr. Dalton confirmed that the funds are reserved for projects on Town owned properties.

Rose Hill Park Bridge
Mr. Dalton spoke about the Rose Hill Park Bridge. He is pursuing alternate project approaches. Mr. Dalton discussed broader park improvements related to the bridge project. Funds have been set aside for park improvements; however, the park contains a mix of foundation materials, including brick, concrete pads, stamped concrete, and wood, which lack visual cohesion. Mr. Dalton suggested that Council determine a preferred material for walkways and slabs- such as pavers- and purchase materials in bulk to store at the Public Works facility. This would allow phased replacements over time while maintaining a consistent aesthetic throughout the park. The project as a whole, would be expensive, but it could be completed over several years if necessary. Mr. Tibbens expressed support for creating a more cohesive appearance. Mr. Dalton will present quotes to the Council.

Wayfinding Signs
Terry Russell, Community Development Director reported that Mr. Dalton submitted an offer to FASTSIGNS for the reduced Wayfinding Signs Project and the offer was accepted. Mr. Dalton explained the next steps will be issuing the Notice of Intent to Award, which will remain posted for ten business days, followed by issuance of the Notice to Award. The project includes gateway signs and parking directional signage. Mrs. Petti stated that installation must be completed by the end of August. Mr. Dalton noted that ARPA funds will be applied first and will cover majority of the project costs. Mr. Tibbens asked whether FASTSIGNS will both manufacture and install the signage. Mr. Dalton confirmed that Fast Signs will produce and install the signs.

Mosby/East Fairfax Sidewalk Project
Mr. Russell provided an update on the East Fairfax Boulevard and Mosby Boulevard Sidewalk Project. Construction is expected to begin imminently and will take approximately five weeks to complete. East Fairfax Boulevard is anticipated to be the first phase. Regarding the West Fairfax Boulevard Project, Mr. Russell reported that plans have been completed and submitted to VDOT. The plans are currently under review by VDOT's Right-of-Way Approval Group, and additional information is expected soon.

Glo Fiber and Verizon Installation
Mrs. Petti discussed the ongoing Verizon and Glo Fiber installation activities. Verizon is currently operating in town, and a meeting is scheduled to address citizen concerns regarding areas where installation work has left disturbance. Installation work is not occurring at this time. Mrs. Petti stated that she and Doug Riseden, Director of Utilities, are tracking all citizen complaints. Mr. Tibbens asked

whether Verizon could provide a service area map. Mrs. Petti stated that she would request that information.

4. New Business

Reduce Speed Limit on Buckmarsh St at RT7 and Mosby Blvd.

Mr. Tibbens proposed reducing the speed limit on Buckmarsh Street from Route 7 to Mosby Boulevard from 35 mph to 25 mph. He noted pedestrian traffic in the area, particularly individuals walking to Martin's Grocery Store, and expressed concern about vehicles speeds approaching the traffic signal. Mr. Dalton stated that VDOT would need to conduct a speed analysis and, if their engineers determined it warranted, the speed limit could be adjusted by the local residency. Mr. Dalton will contact VDOT to initiate the analysis. Mr. Tibbens also raised concerns about the merge area immediately after the bridge, noting it can be confusing for drivers. Mr. Dalton said he would raise the issue to VDOT as well. Mr. Tibbens asked whether the analysis would incur costs for the town and Mr. Dalton said that it should not. He will provide additional information in the March Council meeting packet.

5. Other

None.

6. Closed Session

None.

7. Adjournment

The meeting adjourned at 4:42 p.m. on a motion by Mayor Arnold.

MINUTES

BERRYVILLE TOWN COUNCIL
Work Session
March 02, 2026
3:30 p.m.

Town Council

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

Absent: Paul Perez

Staff

Present: Keith Dalton, Town Manager; Jean Petti, Deputy Town Manager; Brandel Kelsey, Town Clerk; Terry Russell, Community Development Director; Cindy Poulin, Treasurer

Press Mickey Powell, Winchester Star

1. Call to Order
Mayor Harry Lee Arnold, Jr. called the meeting to order at 3:41 p.m.

2. Approval of Agenda
Ryan Tibbens moved to approve the agenda as presented. The motion passed by voice vote.

3. Unfinished Business
None.

4. New Business
VCA Creative Communities Partnership Grants
Community Development Director Terry Russell reported that the Town of Berryville has applied for and received funding annually from the Virginia Commission for the Arts (VCA) since 2012, with the exception of 2019. The purpose of the grant is to encourage local governments to support and promote the arts within their communities.

A total of $4,500 has been included as a line item in the proposed budget to meet VCA match requirements.

This year's applicants are The Barns at Rose Hill, Tiny Toes Dance, LLC, and SRSM Productions, LLC for the Watermelon Pickers' Fest. Council discussed the proposed allocation amounts for each applicant.

Mr. Tibbens announced that his wife owns Tiny Toes Dance, LLC; therefore, is recusing himself from this discussion and vote.

William Steinmetz moved that the Council of Town of Berryville award $3,000 to The Barns at Rose Hill, $1,000 to Tiny Toes Dance, LLC and $500 to SRSM Productions, LLC for the Watermelon Picker's Fest. The awarded funds will be matched by the VCA. The motion passed by voice vote, with Ryan Tibbens abstaining.

Review of Town Manager's Proposed Draft Budget FY27
Treasurer Cindy Poulin reviewed the highlights and recent changes to the Proposed Draft Budget FY27. Vice Mayor Erecka Gibson requested clarification regarding the "Car Rental Distribution" line item. Mrs. Poulin explained that ride-share drivers operating within Town limits are required to remit a fee to the Town. Mr. Steinmetz inquired whether those drivers are required to obtain a business license. Mr. Dalton stated that staff would research the matter and report back to Council.

Mr. Daton reviewed the Proposed FY27-FY31 Capital Improvement Program (CIP) with the Council. Mr. Dalton stated the Chief of Police Jason Winner would like to keep the old patrol car when it comes time to purchase a new one, instead of selling it. He said he will speak with the Chief and let the Council know his thoughts. Mr. Dalton also provided details regarding Town property improvements. He noted that crosswalk signage is proposed to be updated. The preliminary engineering report for the Water Treatment Plant upgrade has been approved. He stated that the Town's engineer will soon re-submit construction plans and specifications to VDH for review. Additionally, Staff proposes that the Town transition its SCADA system to a more reliable cellular-based system. Mr. Dalton stated that the Proposed Budget includes funds to continue work on Wastewater Treatment Plant screening improvements and sluice gates.

Mr. Dalton reviewed the Proposed Reserves Specifics document with Council and expressed appreciation to Mrs. Poulin for her work in preparing the proposed budget. Vice Mayor Gibson noted that Mr. Dalton will provide additional information at the next Council meeting regarding potential investment options through VACo/VML.

5. Other
None.

6. Adjourn
The committee adjourned at 3:57 p.m. on a motion by Mr. Mazzarino.

_____ _____
Erecka L. Gibson, Vice Mayor Brandel Kelsey, Town Clerk

March 10, 2026
Discussion/Approval

Discussion: Proposed participation in the Va Investment Pool

Background
Currently the Town banks with Bank of Clarke and Truist. On October 27, 2025 the Budget and Finance Committee met with a representative from VML VACo Finance and was presented with the opportunity to join the Virginia Investment Pool (VIP).

The committee was given information on different investment options that would increase the Town's fund performance.

As part of the February 23,2026 Budget and Finance Committee Budget work session the committee decided to move forward with joining the VIP and asked that the Town Manager and myself present to Town Council the information and our recommendation on what funds to invest and amounts.

In response to the question of how the Town's money is protected, we received the following from the Managing Director:

- **VIP portfolios have among the highest ratings by Standard & Poor's:**
  - The Stable NAV Liquidity Pool is rated **AAAm**, S&P's highest rating for such funds and which it describes as having an 'extremely strong' credit profile; and
  - The 1-3 Year High Quality Bond Fund is rated **AA+f/S1** indicating that the credit quality is 'very strong'. A significant portion of the 1-3 Year Bond Fund consists of US Treasuries, which are rated AA+.
    - The S1 indicates that the Fund is among the least volatile of the fixed income funds that S&P rates.
  - S&P receives weekly and monthly information on VIP to ensure that its ratings are accurate and up to date.

- V**IP is in compliance with the Investment of Public Funds Act** of the Virginia State Code (Section 2.2-4500 et. al.). The Investment of Public Funds Act protects local governments' citizens by limiting local government investments to high quality, short-term fixed income securities.

Proposal
It is proposed that the Town Council authorize the Town's participation in the VIP for the purpose of investing some of the Town's funds by adopting the attached Ordinance. The ordinance gives authority to the Treasurer to

- invest the agreed funds, and
- to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under the VIP Trust Fund

Attached to this report is the Reserve Specifics highlighting (in pink) which funds would be moved and which ones would remain where they are.

Attachments

- Ordinance
- Trust Joinder Agreement
- Trust Fund Agreement – Amended 5.12.25
- Trust Fund Agreement – Original Executed 9.13.13
- VACo/VML VIP Briefing for the Budget & Finance Committee 10.27.25
- Email dated 3.6.26 Virginia Code Section 15.2-1300
- Email dated 3.6.26 VIP portfolio ratings
- Reserve Specifics with proposed investment amount highlighted in pink

Recommended action

Staff recommends that the Council adopt the attached ordinance and invest funds as outlined in the Reserve Specifics.

Sample motion

I move that the Council of the Town of Berryville approve and adopt the attached Ordinance to authorize participation by the Town of Berryville, Virginia in the VACo/VML Virginia Investment Pool for the purpose of investing in accordance with section 2.2-4501 *et seq.* and 15.2-1300 of the Virginia code.

AN ORDINANCE TO AUTHORIZE PARTICIPATION BY THE TOWN OF BERRYVILLE, VIRGINIA IN THE VACO/VML VIRGINIA INVESTMENT POOL FOR THE PURPOSE OF INVESTING IN ACCORDANCE WITH SECTION 2.2-4501 *et seq.* AND 15.2-1300 OF THE VIRGINIA CODE.

WHEREAS, Va. Code § 15.2-1500 provides, in part, that every locality shall provide for all the governmental functions of the locality, including without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, the Investment of Public Funds Act (Va. Code §§ 2.2-4500 through 2.2-4519) lists the eligible categories of securities and investments in which municipal corporations, other political subdivisions and other public bodies are authorized to invest funds belonging to them or within their control; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision having a similar power, privilege or authority pursuant to agreements with one another for joint action in accordance with the provisions of that Code section; and

WHEREAS, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have jointly established and are participating in the Virginia Investment Pool Trust Fund (the “Trust Fund”), also known as the “VACo/VML Virginia Investment Pool,” and have provided in their trust agreement for participation by other eligible governmental entities that execute a trust joinder agreement; and

WHEREAS, it appearing to the Town Council of the Town of Berryville, Virginia that it is in the best interests of the Town of Berryville, Virginia to become a Participating Political Subdivision in the Trust Fund; and

WHEREAS, the Treasurer of the Town of Berryville, Virginia, has the authority and responsibility under Virginia law to determine the manner in which public funds other than sinking funds under his/her control will be invested;

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF BERRYVILLE, VIRGINIA HEREBY ORDAINS:

§ 1 That, pursuant to Sections 2.2-4501 *et seq.* and 15.2-1300 of the Virginia Code, the Town Council of the Town of Berryville, Virginia hereby establishes a trust for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating political subdivisions and public bodies in the Trust Fund. A copy of the Virginia Investment Pool Trust Fund Agreement (the "Trust Fund Agreement") is attached and incorporated in this ordinance as Exhibit A.

§ 2 That the Town of Berryville, Virginia agrees to become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.

§ 3 That the Town Council of the Town of Berryville, Virginia does hereby designate the Treasurer of the Town of Berryville, Virginia to serve as the trustee of the Town of Berryville, Virginia with respect to the Trust Fund, and to determine what funds under his/her control shall be invested in the Trust Fund.

§ 4 That the Town Council of the Town of Berryville, Virginia hereby authorizes the Treasurer to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under the Virginia Investment Pool Trust Fund ("Trust Joinder Agreement"), a copy of which is attached and incorporated in this ordinance as Exhibit B.

§ 5 This ordinance shall become effective upon its adoption.

Exhibits: Trust Fund Agreement (“Exhibit A”)
Trust Joinder Agreement (“Exhibit B”)

CERTIFICATION

I hereby certify that I am the Clerk of the Town of Berryville, Virginia, and that the foregoing is a true and correct copy of an ordinance duly adopted at a meeting of the Town Council of the Town of Berryville, Virginia held on March 10,2026, at which a quorum was present. The Town Council voted as follows:

MEMBER:	ATTENDANCE:	VOTE:

Given under my hand and the seal of the Town of Berryville, Virginia this ____ day of _____, 2025:

[SEAL]

_____
Brandel Kelsey, Town Clerk
Town of Berryville, Virginia

TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the Town of Berryville, Virginia (herein referred to as the "Treasurer/Chief Investment Officer"), the Town of Berryville, Virginia (herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the VACo/VML Virginia Investment Pool (herein referred to as the "Trust Fund").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer's/Chief Investment Officer's control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of the Town of Berryville, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the Town of Berryville, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the Town of Berryville, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the Town of Berryville, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Political Subdivision under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund shall provide administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

TREASURER/CHIEF INVESTMENT OFFICER OF THE

TOWN OF BERRYVILLE, VIRGINIA

_____

ATTEST:

_____

* * * *

ACCEPTANCE:

VACo/VML VIRGINIA INVESTMENT POOL

By:_____

VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT

THIS AGREEMENT (the "Agreement"), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 107 hereof and their successors (the "Board of Trustees"). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et *seq*.). of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et. *seq*.); and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. NAME

The name of the trust created by this Agreement shall be the "Virginia Investment Pool Trust Fund" and the Board shall conduct the Trust's activities, execute all documents and sue or be sued under that name. The Board may use such other designations, including "VIP", and may adopt such other names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the Commonwealth of Virginia or the United States of America so as to protect and reserve the right of the Trust in and to such names.

Section 102. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

A. Administrator. The term "Administrator" means the Virginia Local Government Finance Corporation (d/b/a "VML/VACo Finance") or any successor designated by the Board of Trustees to administer the Trust Fund.

B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund's assets.

C. Business Day. Means a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

D. Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

E. Custodian. The term "Custodian" means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.

F. Effective Date. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.

G. Participating Political Subdivision. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, or is otherwise entitled to participate in accordance with State law, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

H. Treasurer. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

I. Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

J. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

K. Investment Advisor. Shall mean any person or persons appointed, employed or contracted with by the Administrator on behalf of the Trust pursuant to Section 202 C. hereof.

L. Investment Policy. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

M. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

N. State. The term "State" means the Commonwealth of Virginia.

O. Trust Fund. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

P. Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

Q. Trustees. The term "Trustees" means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 107 hereof and their successors.

R. Virginia Code. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

S. VIP Stable NAV Liquidity Pool. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested to facilitate overnight liquidity and the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of $1.00.

T. VIP 1-3 Year High Quality Bond Fund. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested in fixed income securities benchmarked with the ICE Bank of America Merrill Lynch 1-3 Year AAA-AA Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

U. VIP Fixed Term Portfolios. The name assigned to a series of closed-end pooled portfolios within the Virginia Investment Pool Trust Fund, each with a specified date of final maturity. Participants may invest in shares of a particular Fixed Term Portfolio matching their chosen term as such portfolios are periodically offered pursuant to a schedule determined by the Administrator. Fixed Term Portfolios may include, but are not limited to, three-, six-, nine-, and twelve-month maturities.

Section 103. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et. *seq*.)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees' Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

a. The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.

b. The Trustees shall be responsible only for money actually received by the

Trustees, and then to the extent described in this Agreement.

c. The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

d. The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

e. The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by U. S. mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund or by electronic mail. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present, shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The official books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 104. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq*.), and subject to the requirements and limitations imposed by the common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et *seq*.), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

5. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

7. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 104 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund; provided, however, the Board of Trustees need not take action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

8. To adopt rules and regulations governing the Trustees' operations and procedures.

9. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

10. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

11. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

12. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

13. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

14. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

15. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

16. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

17. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 105. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 106. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 8 E. Canal Street, Richmond, VA 23219.

Section 107. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of VACo and VML serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021

(the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers,

the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 107(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 107 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 108. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations, The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop written Investment Policies establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policies, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policies shall serve as the description of the funding policies and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each,

describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and

2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be

compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and the Custodian.

The Board on behalf of the Trust shall employ a bank or trust company organized under the laws of the United States of America or the Commonwealth of Virginia. The Custodian shall be subject to such restrictions, limitations, and other requirements set forth in a Custodian Agreement to be entered into between the Board and the Custodian.

The Custodian shall have such duties as are set forth in the Custodian Agreement. Such Agreement shall also provide that it may be terminated at any time without cause and without the payment of any penalty on 45 days' written notice.

In the event that, at any time, the Custodian shall resign or shall be terminated the Board shall appoint a successor.

F. Absence o f Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 103 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and

provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

I. Record of Shares. The Trust shall maintain records which shall contain:

i. The names and addresses of Participating Political Subdivisions;

ii. The number of shares representing their respective interests hereunder; and

iii. A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participating Political Subdivisions to which shares are allocated. Only those Participating Political Subdivisions whose allocation of shares is recorded in the Trust records shall be entitled to receive distributions with respect to shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it, until it has given its appropriate address to the Trust.

J. Maintenance of Records. The Administrator, or such other entity appointed by the Board, shall record the allocations of shares in the records of the Trust,

K. No Transfer of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, shares may be redeemed from one Participating Political Subdivision's account and the proceeds deposited directly into another Participating Political Subdivision's account upon instructions received from both respective Participants.

L. Limitation of Responsibility. The Board shall not, nor shall the Participating Political Subdivisions or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such shares by any Participating Political Subdivision or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participating Political Subdivision recorded as the Participating Political Subdivision to which such shares are allocated. The receipt of moneys by the Participating Political Subdivision in whose name any share is recorded or by the duly authorized agent of such Participating Political Subdivision shall be a sufficient discharge for all moneys payable or deliverable in respect of such shares and from all responsibility to see the proper application thereof.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund, in accordance with rules and regulations established by the Board of Trustees. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Payments from the Trust to Participating Political Subdivisions. Any and all allocated shares may be redeemed at the option and as directed by the Treasurer of Chief Investment Officer of each Participating Political Subdivision upon and subject to the terms and conditions provided in this Agreement and the Informational Statement(s). The Trust shall, upon application of any Participating Political Subdivision, redeem from such Participating Political Subdivision allocated shares for an amount per share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participating Political Subdivisions to withdraw funds from the Trust.

C. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT PORTFOLIOS.

The Trustees shall establish investment portfolios within the Trust Fund pursuant to the Investment Policies, for communication to, and acceptance by, Treasurers and Chief Investment Officers as follows:

i. VIP Stable NAV Liquidity Pool. Assets in this portfolio will be invested in such a manner to facilitate overnight liquidity as well as the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of $1.00.

ii. VIP 1-3 Year High Quality Bond Fund. Assets in this portfolio will be invested in fixed income securities benchmarked with the Bank of America Merrill Lynch 1-3 Year Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

iii. VIP Fixed Term Portfolios. Assets in these closed-end portfolios will be invested in such a manner to provide a fixed rate of return while prioritizing capital preservation, liquidity at the planned redemption date, and competitive yields through investments authorized in the Virginia Code and the VIP Investment Policy.

The Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the current investment options. The determination to add alternative investment options to the Investment Policies, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust

Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political

Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand ($250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10^{th})* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or member of the governing body of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued pursuant to Section 107(A) (8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths (¾) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the

Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or

the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq*.). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708.2 *et seq.* of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts

created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013
Amended by Board of Trustees, January 24, 2014
Amended by Board of Trustees, June 19, 2015
Amended by Board of Trustees, September 23, 2016
Amended by Board of Trustees, January 29, 2021
Amended by Board of Trustees, May 12, 2025

[SIGNATURE PAGE FOLLOWS]

VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT

THIS AGREEMENT (the "Agreement"), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 106 hereof and their successors (the "Board of Trustees"). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

A. Administrator. The term "Administrator" means the Virginia Local Government Finance Corporation (d/b/a "VML/VACo Finance") or any successor designated by the Board of Trustees to administer the Trust Fund.

B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund's assets.

C. Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

D. Custodian. The term "Custodian" means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.

E. Effective Date. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.

F. Participating Political Subdivision. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

G. Treasurer. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the

beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, not shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

H. Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

I. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

J. Investment Policy. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

K. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

L. State. The term "State" means the Commonwealth of Virginia.

M. Trust Fund. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

N. Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

O. Trustees. The term "Trustees" means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 106 hereof and their successors.

P. Virginia Code. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

Section 102. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of the Virginia Code (2.2-4500 *et. seq.*)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees' Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.

(c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

(e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present,

shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving . Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 103. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq*.), and subject to the requirements and limitations imposed by the common

law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq*.), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

4. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

5. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

6. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 103 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund;

provided, however, the Board of Trustees need not take any action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

7. To adopt rules and regulations governing the Trustees' operations and procedures.

8. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

9. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

10. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

11. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

12. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

13. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

14. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

15. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

16. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement

and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 104. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 105. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 106. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of

VACo and VML shall serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018 . Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision. In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in

Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 107. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations, The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop a written Investment Policy establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policy, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policy shall serve as the description of the funding policy and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all

or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and

2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

E. Custodians. The Custodian(s) shall provide monthly statements to each participant and at the request of the Board of Trustees certify the value of any property of the Trust Fund managed by the Investment Manager(s). The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Fund.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 102 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G.. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund. In accordance with rules and regulations established by the Board of Trustees, the Administrator shall make payments from the Trust Fund as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Payments shall be made in such manner, in such amounts and for such purposes as may be directed by the respective Treasurer or Chief Investment Officer. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT OPTIONS.

The Trustees shall initially establish one (1) investment option within the Trust Fund pursuant to the Investment Policy, for communication to, and acceptance by, Treasurers and Chief Investment Officers. Following development of the initial "investment option" pursuant to the Investment Policy, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the initial investment option. The determination to add alternative investment options to the Investment Policy, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Notwithstanding anything in this agreement to the contrary, the Board of Trustees, in its sole discretion, may establish a separate, short-term investment option or fund, to facilitate contributions, disbursements or other short-term liquidity needs of the Trust or of particular Participating Political Subdivisions. Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a

three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand ($250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10^{th})* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths (¾) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq*.). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where

they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the members of the initial Board of Trustees has executed this Trust Agreement.

Date: Dec 12, 2013

Barbara O Carraway
Barbara O. Carraway, Treasurer
City of Chesapeake

Date:_____

_____
Evelyn W. Powers, Treasurer
City of Roanoke

Date:_____

_____
James P. DuVal, Chief Investment Officer
City of Richmond
Designee of Virginia Municipal League

Date:_____

_____
Ellen Minga, Treasurer
Town of Smithfield
Designee of Virginia Municipal League

Date:_____

_____
Valerie Tweedie, Treasurer
Town of Christiansburg
Designee of Virginia Municipal League

Date:_____

_____
Ronald H. Williams, Sr.
City of Suffolk
Designee of Virginia Municipal League

IN WITNESS WHEREOF, each of the members of the initial Board of Trustees has executed this Trust Agreement.

Date:_____

Barbara O. Carraway, Treasurer
City of Chesapeake

Date: 12/12/13

Evelyn W. Powers, Treasurer
City of Roanoke

Date:_____

James P. DuVal, Chief Investment Officer
City of Richmond
Designee of Virginia Municipal League

Date:_____

Ellen Minga, Treasurer
Town of Smithfield
Designee of Virginia Municipal League

Date:_____

Valerie Tweedie, Treasurer
Town of Christiansburg
Designee of Virginia Municipal League

Date:_____

Ronald H. Williams, Sr.
City of Suffolk
Designee of Virginia Municipal League

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Date:_____

Barbara O. Carraway, Treasurer
City of Chesapeake

Date:_____

Evelyn W. Powers, Treasurer
City of Roanoke

Date: 12/19/2013

James P. DuVal, Chief Investment Officer
City of Richmond
Designee of Virginia Municipal League

Date:_____

Ellen Minga, Treasurer
Town of Smithfield
Designee of Virginia Municipal League

Date:_____

Valerie Tweedie, Treasurer
Town of Christiansburg
Designee of Virginia Municipal League

Date:_____

Ronald H. Williams, Sr.
City of Suffolk
Designee of Virginia Municipal League

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City of Chesapeake

Date:_____

Evelyn W. Powers, Treasurer
City of Roanoke

Date:_____

James P. DuVal, Chief Investment Officer
City of Richmond
Designee of Virginia Municipal League

Date: 12/16/13

Ellen Minga, Treasurer
Town of Smithfield
Designee of Virginia Municipal League

Date:_____

Valerie Tweedie, Treasurer
Town of Christiansburg
Designee of Virginia Municipal League

Date:_____

Ronald H. Williams, Sr.
City of Suffolk
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City of Chesapeake

Date:_____

Evelyn W. Powers, Treasurer
City of Roanoke

Date:_____

James P. DuVal, Chief Investment Officer
City of Richmond
Designee of Virginia Municipal League

Date:_____

Ellen Minga, Treasurer
Town of Smithfield
Designee of Virginia Municipal League

Date: 12/13/13

Valerie Tweedie, Treasurer
Town of Christiansburg
Designee of Virginia Municipal League

Date:_____

Ronald H. Williams, Sr.
City of Suffolk
Designee of Virginia Municipal League

IN WITNESS WHEREOF, each of the members of the initial Board of Trustees has executed this Trust Agreement.

Date:_____

Barbara O. Carraway, Treasurer
City of Chesapeake

Date:_____

Evelyn W. Powers, Treasurer
City of Roanoke

Date:_____

James P. DuVal, Chief Investment Officer
City of Richmond
Designee of Virginia Municipal League

Date:_____

Ellen Minga, Treasurer
Town of Smithfield
Designee of Virginia Municipal League

Date:_____

Valerie Tweedie, Treasurer
Town of Christiansburg
Designee of Virginia Municipal League

Date: 12/17/13

Ronald H. Williams, Sr.
City of Suffolk
Designee of Virginia Municipal League

Date: 12/18/13

Richard A. Cordle, Treasurer
County of Chesterfield
Designee of Virginia Association of Counties

Date:_____

Francis X. O'Leary, Treasurer
Arlington County
Designee of Virginia Association of Counties

Date:_____

Fred W. Parker, Treasurer
County of Washington
Designee of Virginia Association of Counties

Date:_____

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

Allen B. Scarbrough, Chief Investment Officer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

James D. Campbell, Executive Director
Virginia Association of Counties

Date:_____

R. Michael Amyx, Executive Director
Virginia Municipal League

Date:_____

Richard A. Cordle, Treasurer
County of Chesterfield
Designee of Virginia Association of Counties

Date: 12/12/13

Francis X. O'Leary, Treasurer
Arlington County
Designee of Virginia Association of Counties

Date:_____

Fred W. Parker, Treasurer
County of Washington
Designee of Virginia Association of Counties

Date:_____

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

Allen B. Scarbrough, Chief Investment Officer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

James D. Campbell, Executive Director
Virginia Association of Counties

Date:_____

R. Michael Amyx, Executive Director
Virginia Municipal League

Date:_____

Richard A. Cordle, Treasurer
County of Chesterfield
Designee of Virginia Association of Counties

Date:_____

Francis X. O'Leary, Treasurer
Arlington County
Designee of Virginia Association of Counties

Date: 12/17/13

Fred W. Parker, Treasurer
County of Washington
Designee of Virginia Association of Counties

Date:_____

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

Allen B. Scarbrough, Chief Investment Officer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

James D. Campbell, Executive Director
Virginia Association of Counties

Date:_____

R. Michael Amyx, Executive Director
Virginia Municipal League

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Designee of Virginia Association of Counties

Date:_____

Fred W. Parker, Treasurer
County of Washington
Designee of Virginia Association of Counties

Date: 12/17/2013

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

Allen B. Scarbrough, Chief Investment Officer
County of Stafford
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Virginia Municipal League

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County of Chesterfield
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Arlington County
Designee of Virginia Association of Counties

Date:_____

Fred W. Parker, Treasurer
County of Washington
Designee of Virginia Association of Counties

Date:_____

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date: 12-30-2013

B. Allen Scarbrough, Treasury Manager
County of Prince William
Designee of Virginia Association of Counties

Date:_____

James D. Campbell, Executive Director
Virginia Association of Counties

Date:_____

R. Michael Amyx, Executive Director
Virginia Municipal League

Date:_____

Richard A. Cordle, Treasurer
County of Chesterfield
Designee of Virginia Association of Counties

Date:_____

Francis X. O'Leary, Treasurer
Arlington County
Designee of Virginia Association of Counties

Date:_____

Fred W. Parker, Treasurer
County of Washington
Designee of Virginia Association of Counties

Date:_____

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

Allen B. Scarbrough, Chief Investment Officer
County of Stafford
Designee of Virginia Association of Counties

Date: 9/13/13

James D. Campbell, Executive Director
Virginia Association of Counties

Date:_____

R. Michael Amyx, Executive Director
Virginia Municipal League

Date:_____

Richard A. Cordle, Treasurer
County of Chesterfield
Designee of Virginia Association of Counties

Date:_____

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Designee of Virginia Association of Counties

Date:_____

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County of Washington
Designee of Virginia Association of Counties

Date:_____

Laura M. Rudy, Treasurer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

Allen B. Scarbrough, Chief Investment Officer
County of Stafford
Designee of Virginia Association of Counties

Date:_____

James D. Campbell, Executive Director
Virginia Association of Counties

Date: 12-13-13

R. Michael Amyx, Executive Director
Virginia Municipal League

VACo/VML Virginia Investment Pool

VIP Briefing for:

Budget & Finance Cmte.
Town of Berryville, Virginia

Steve Mulroy, Managing Director

October 27, 2025

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

About VML/VACo Finance

- Non-profit corporation established in 2003 by the Virginia Municipal League (VML) and Virginia Association of Counties (VACo).
- Governed by Board of Directors comprised of local government officials appointed by VML and VACo.
- Municipal Advisor registered with the Municipal Securities Rulemaking Board & SEC.
- Services include:
  - ✓ Financing & Municipal Advisory: *$1.2B in projects financed to date*
  - ✓ Pooled OPEB Trust & Virginia Investment Pool (VIP): *$6.0B in assets*
  - ✓ Accounting Services

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

VML/VACo Finance – Virginia Local Governments' Most Widely Used Financial Services Program

Abingdon
Accomack County
Accomack-Northampton PDC
Accomack-Northampton RHA
Albemarle County
Alexandria
Alexandria City Public Schools
Alexandria Renew Enterprises
Alleghany County Public Schools
Amelia County
Amelia County Public Schools
Amherst
Amherst County
Appalachia
Appomattox County
Appomattox County Public Schools
Arlington County
Ashland
Bath County
Bedford
Bedford Regional Water Authority
Big Stone Gap
Big Stone Gap RHA
Blacksburg
Blackstone
Bland County Public Schools
Bluefield
Boones Mill
Bowling Green
Boydton
Bridgewater
Bristol
Brunswick County
Brunswick County Public Schools
BVU Authority
Campbell County
Cape Charles
Capital Region Airport Commission
Caroline County
Caroline County Public Schools
Carroll County
Central Shenandoah PDC
Central Virginia PDC
Central Virginia Regional Jail
Central Virginia Waste Mgmt Auth
Charles City County
Charlotte County
Charlottesville
Chase City
Chatham
Chesapeake
Chesapeake Public Schools
Chesterfield County
Chesterfield County Public Schools
Christiansburg
Clarke County
Colonial Beach
Colonial Behavioral Health
Covington
Craig County
Crater Criminal Justice Academy
Crewe
Culpeper
Culpeper County
Cumberland County
Damascus
Danville-Pittsylvania Comm Services
Dayton
Dickenson County Public Schools
Dickenson County Social Services
Dinwiddie County
Dinwiddie County Public Schools
Dublin
Dumfries
EDA of Patrick County
Elkton
Emporia
Exmore
Fairfax County
Fairfax County Public Schools
Falls Church
Fauquier County
Floyd County
Fluvanna County
Franklin
Franklin City Schools
Franklin County
Frederick Water
Fredericksburg
Fredericksburg City Schools
Front Royal
Galax
Gate City
Giles County
Giles County Public Schools
Giles County Public Service Auth
Glade Spring
Glasgow
Gloucester County
Goochland County
Gordonsville
Grayson County
Greene County
Halifax
Halifax County
Hamilton
Hampton Roads Crim Justice Acad
Hampton Roads PDC
Hampton Roads Regional Jail
Hampton Roads Sanitation District
Harrisonburg Electric Commission
Harrisonburg Rockingham CSB
Harrisonburg Rockingham RSA
Haymarket
Health Care Commiss of Chesterfield
Henrico County
Henry County
Henry County Public Service Auth
Henry County Schools
Henry County/Martinsville Social Svcs
Herndon
Highlands Community Services Board
Hillsville
Hopewell
Horizons Behavioral Health
IDA of Stafford Co. and Staunton, VA
IDA of Washington County
Isle of Wight County
Isle of Wight Public Schools
Kenbridge
Kilmarnock
King & Queen County & Schools
King & Queen County EDA
King George County Public Schools
King William County
King William County Public Schools
Lancaster County
Lawrenceville
Lee County
Lee County Public Schools
Lee County Social Services
Leesburg
Lexington
Loudoun County
Loudoun Water
Louisa
Louisa County
Louisa County Water Authority
Lovettsville
Lunenburg County Public Schools
Madison County
Manassas
Manassas Park
Mathews Co. IDA
Mathews County
Mathews County Public Schools
Mecklenburg County
Mecklenburg County
Mecklenburg Public Schools
Middle Peninsula Northern Neck CSB
Middle Peninsula Regional Airport
Middleburg
Middlesex County
Middlesex County Public Schools
Montgomery County
Montgomery County Public Schools
Montgomery Reg Solid Waste Auth
Mt. Rogers Community Services Bd
Nelson County
Nelson County Public Schools
Nelson County Service Authority
New Kent County
New River Valley 911
New River Valley Community Services
New River Valley Jail Authority
Newport News Public Schools
Newport News Redev & Housing
Northern Virginia Regional Commiss
Northern Virginia Transportation Auth
Northumberland County
Northumberland County Schools
Northwestern Community Services Bd
Norton
Nothern Shenandoah Co Reg Comm
Occoquan
Onancock
Orange
Orange County
Page County
Patrick County
Pearisburg
Pennington Gap
Petersburg
Poquoson
Portsmouth
Portsmouth Public Schools
Powhatan County
Prince George County
Prince William Co. Service Authority
Prince William County Public Schools
Pulaski
Pulaski County
Purcellville
Radford City Public Schools
Rapidan Service Authority
Rappahannock Area Community Svcs
Rappahannock County
Rappahannock Juvenile Center
Rappahannock Rapidan CSB
Rappahannock-Rapidan Reg Commiss
Rapphannock Regional Jail Authority
Region 2000
Remington
Richmond
Richmond Behavioral Health Authority
Richmond County
Richmond County Public Schools
Richmond Metro Transportation Auth
Rivanna Water & Sewer Authority
Roanoke
Roanoke County
Roanoke County Public Schools
Roanoke Regional Airport Commiss
Rockbridge County
Rockingham County
Rocky Mount
Round Hill
Rural Retreat
Saint Paul
Salem
Salem City Schools
Scott County Public Service Authority
Scottsville
Smithfield
Smyth Washington Indus Facil Auth
South Boston
South Hill
Southampton County
Southeastern Cooperative Educ Progs
Southeastern Public Service Authority
Southside PDC
Southwest Virginia Regional Jail
Spotsylvania County
Spotsylvania County Public Schools
Stafford County
Stafford County Public Schools
Staunton
Suffolk
Suffolk City Public Schools
Surry County
Sussex County
Tappahannock
Tazewell
Tazewell County
Tazewell County Public Service Auth
Thomas Jefferson PDC
University of Mary Washington
Urbanna
Victoria
Vienna
Vinton
Virginia Beach
Virginia Beach City Schools
Virginia Tech
Virginia's First Reg Indus Fac Auth
Wachapreague
Warren County
Warrenton
Warsaw
Washington County
Washington Metro Area Transit Auth
Waynesboro
West Piedmont PDC
Western Tidewater Regional Jail
Western Virginia Water Authority
Westmoreland Co.
Westmoreland County Public Schools
Williamsburg-James City County PS
Winchester Parking Authority
Windsor
Wise
Wise County
Wise County Public Service Authority
Woodstock
Wythe County
Wytheville
York County
York County School Division

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

VML/VACo Virginia Investment Pool (VIP)

- Created in 2013 by local Treasurers and investment officers to provide a professionally managed investment program for local governments and political subdivisions of the Commonwealth.

- Legislation specifically recognizing jointly-administered investment pools was unanimously approved by the General Assembly in 2017.

- Organized as a governmental trust (IRC Section 115). *Not a "product."* VIP is owned and controlled by local governments and authorities.

- As of June 30, 2025, VIP portfolios had a combined:

  $3.9 billion in assets

  191 participating political subdivisions

Virginia Investment Pool
A Service of VML/VACo Finance

VIP is Local Governments Investing Jointly

- Benefits of our approach:
  - ✓ Accountability to Treasurers and Investment Officers – ***VIP's owners***
  - ✓ Consistent record of competitive returns
  - ✓ Highly-rated portfolios with continuous oversight
  - ✓ Customer-focused and user-friendly online portals
- Funds managed by PTMA Financial Solutions, an SEC-registered investment advisor:
  - ✓ A best-in-class fund manager with **$154 billion** in assets under management
  - ✓ Focused on management of short-term, fixed income investments for state and local governments

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

VIP Board of Trustees – FY 2026

Fred W. Parker, MGT
Chairman
Washington County

Leigh Henderson, CTP, MGT
Vice Chairman
City of Virginia Beach

Jody Acosta, MGT
City of Falls Church

Dinah M. Babb, MGT
City of Franklin

Jay Bernas, P.E.
Hampton Roads Sanitation District

Carla de la Pava, MGT
Arlington County

Bonnie Dickson, MGT
Lancaster County

Charles Evelyn III
New Kent County

Howard Kartel,
CPA
Town of Culpeper

Rebecca Longnaker,
CPA Chesterfield
County

Patricia Richie-Folks, MGT
City of Manassas

Delores Smith, CPA, MGT
Wise County

Dean A. Lynch, CAE
Virginia Association of Counties *(ex officio)*

Michelle Gowdy
Virginia Municipal League *(ex officio)*

Note: Voting members of the VIP Board of Trustees are elected at Annual Meetings of participants.

Virginia Investment Pool
A Service of VML/VACo Finance

VIP's investment options

Portfolio Characteristics	Stable NAV Liquidity Pool	*COMING SOON* VIP Fixed Term Portfolios	1-3 Year High Quality Bond Fund
Key Attributes	▪ Daily liquidity ▪ Stable Net Asset Value	▪ Specific maturity dates ▪ Fixed rate of return if held to maturity	▪ Longer term yields ▪ Net Asset Value experiences low volatility
How Used	▪ Short-term cash needs ▪ Link to bank account	▪ Cash needs with a specific term ▪ Seasonal cash flow management	▪ Longer-term fund balances over one year
Liquidity	Daily	3, 6, 9, or 12 months; Subject to penalty for early withdrawal	Semi-Monthly; Intended for investments over one year
Underlying Securities (partial listing)	Negotiable CDs, Commcl Paper, Repos	US Treasuries & Agencies, Commcl Paper, Repos, Negot. CDs	US Treasuries & Agencies, High Quality Corporate Bonds
Rating	AAAm (S&P)	AAAf (Fitch)	AA+f/S1 (S&P)

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

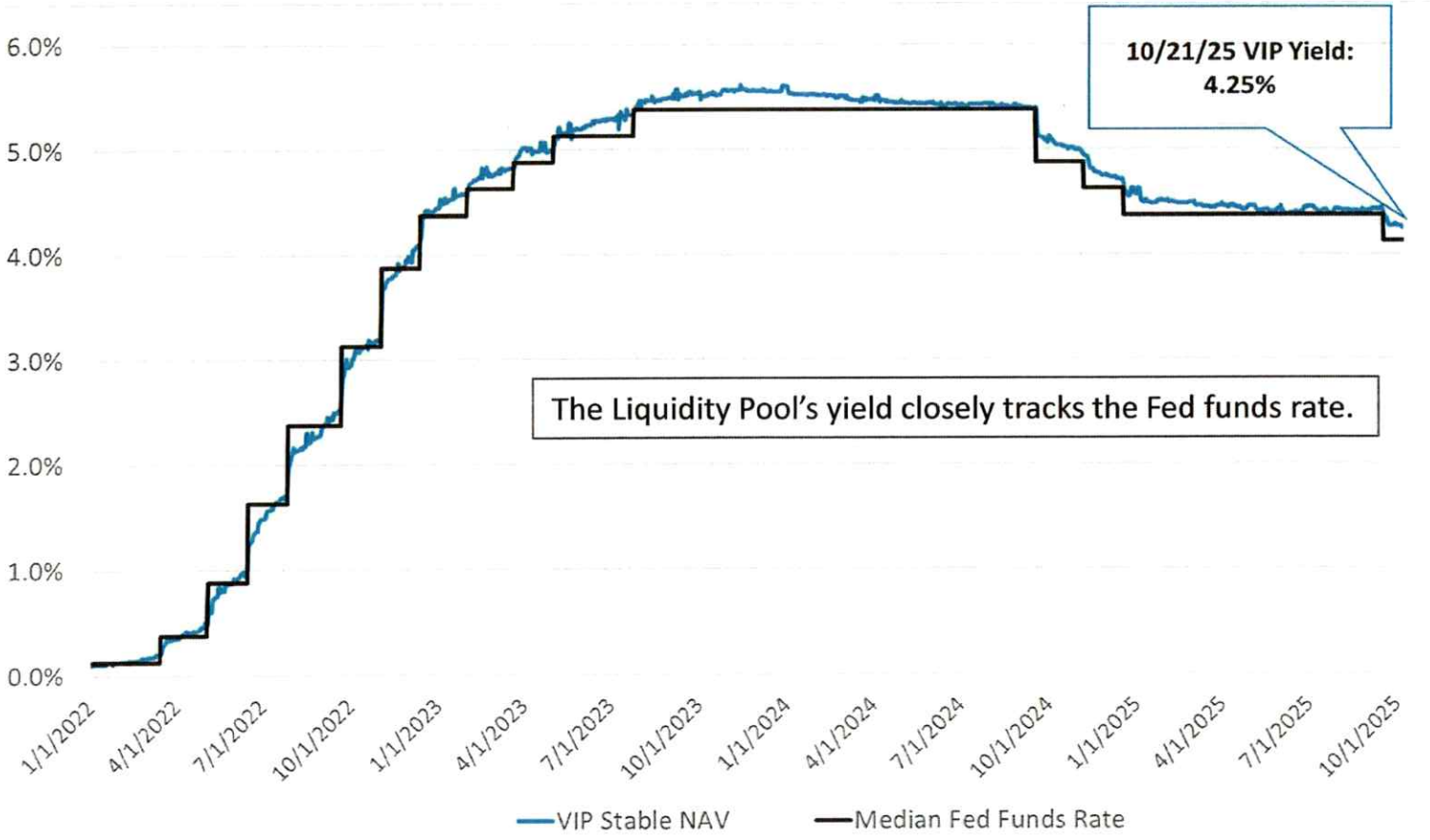
VIP Stable NAV Liquidity Pool

- Features:
  - ✓ Safety – Stable net asset value and S&P rating of AAAm
  - ✓ Daily liquidity – **2 PM** cutoff for same day funds
  - ✓ Highly competitive rates – current net yield is **4.25%***
  - ✓ No minimum balance or account maintenance fee
  - ✓ Establish separate accounts to track project funds at no additional cost
- Appropriate for bond proceeds
  - ✓ Complete arbitrage monitoring & rebate reports at no additional cost
- Yields posted daily at **virginiainvestmentpool.org**.

**Yield as of October 21, 2025. Past performance is not necessarily indicative of future results.*

Virginia Investment Pool
A Service of VML/VACo Finance

VIP Stable NAV Liquidity Fund



Past performance is not necessarily indicative of future results.

Virginia Investment Pool
A Service of VML/VACo Finance

VIP 1-3 Year High Quality Bond Fund

- A portfolio invested in **high-quality, short-term fixed income** securities.
  - *Portfolio benchmark:* ICE BofA Merrill Lynch 1-3 Year Corp. & Gov't Index
- **Access funds twice a month**, generally with 5 days' notice
- The portfolio is marked-to-market twice per month
- Rated "**AA+f/S1**" by Standard & Poor's. "S1" indicates the lowest level of volatility on S&P's rating scale
- Gross market yield as of 9/30/2025: 3.67%* *(Rate applicable to new investors)*
- Total Return for 12 months ending 9/30/2025: 4.38%*
  (Includes price appreciation and income, before fees)
- Outperformed its key benchmark on a total-return basis for 9 of the past 10 years

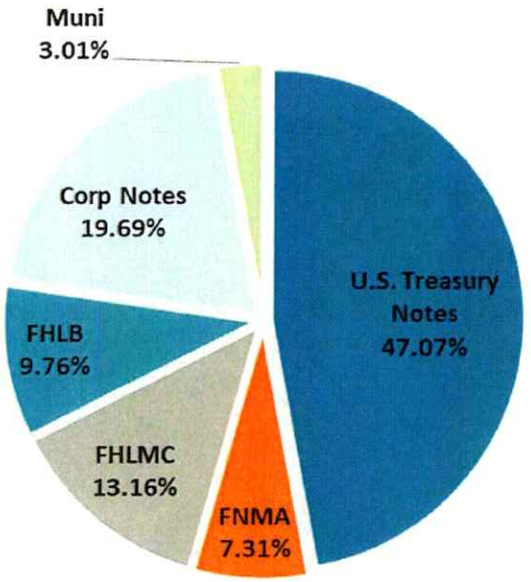
**Fees range from 0.08% to 0.17% based on amount invested. Past performance is not necessarily indicative of future results.*

Virginia Investment Pool
A Service of VML/VACo Finance

VIP 1-3 Year High Quality Bond Fund

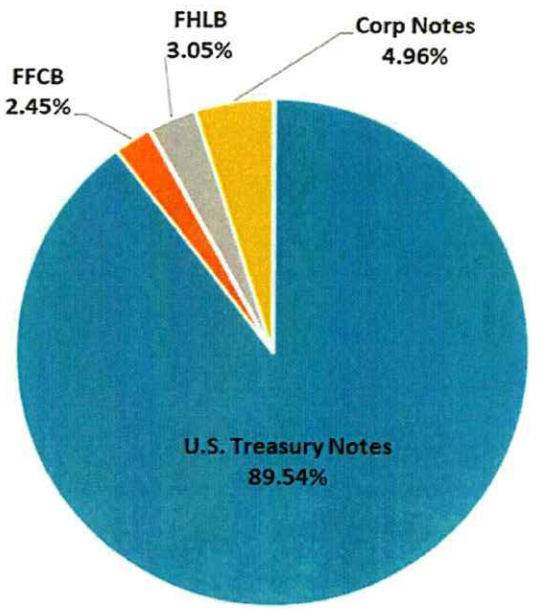
Portfolio is actively managed to adjust to changing market conditions.

Portfolio Security Distribution



June 2018

Portfolio Security Distribution

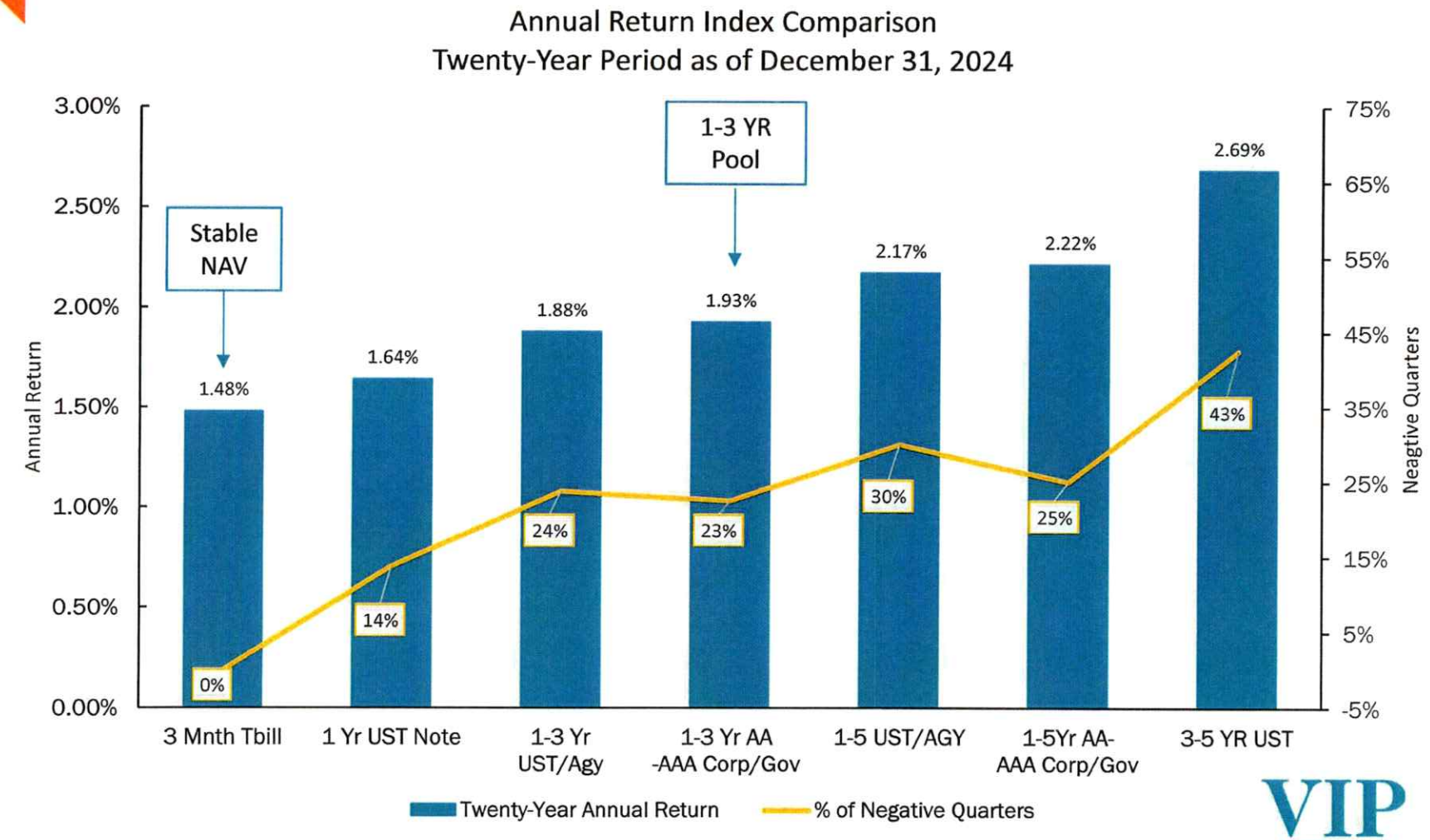


June 2025

Source: PTMA Financial Solutions

Virginia Investment Pool
A Service of VML/VACo Finance

Performance: Historical Returns and Volatility



Source: PTMA Financial Solutions; Bloomberg - ICE BofA Fixed Income Indices. Past performance is not necessarily Indicative of future results.

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

Volatility: 1-3 Year Corp/Gov Historical Total Returns

	Q1	Q2	Q3	Q4	Annual
2004	1.05	-1.14	1.07	0.06	1.03
2005	-0.26	1.20	0.09	0.67	1.72
2006	0.47	0.65	2.01	0.99	4.18
2007	1.42	0.73	2.50	2.26	7.08
2008	2.85	-0.70	1.12	2.96	6.33
2009	0.20	0.46	0.96	0.15	1.77
2010	0.77	1.07	0.73	-0.12	2.47
2011	0.10	0.85	0.40	0.15	1.51
2012	0.12	0.21	0.33	0.10	0.76
2013	0.14	-0.13	0.32	0.09	0.42
2014	0.14	-0.13	0.32	0.09	0.67
2015	0.16	0.29	0.03	0.18	0.59
2016	0.53	0.14	0.33	-0.41	0.93
2017	0.91	0.54	-0.08	-0.44	0.55
2018	0.30	0.22	0.27	-0.23	1.64
2019	-0.13	0.24	0.24	1.28	3.64
2020	2.62	0.29	0.12	0.07	3.12
2021	-0.04	-0.02	0.06	-0.53	-0.53
2022	-2.34	-0.52	-1.57	0.75	-3.66
2023	1.56	-0.55	0.74	2.52	4.31
2024	0.32	0.95	2.87	-0.05	4.13
2025	1.60	1.19	1.13		

2023 - 2024
Higher Yields + Stable/Declining Rates = Positive Total Return

2021 - 2022
Low Yields + Increasing Rates = Negative Total Return

Source: ICE BofA Indices. Past performance is not necessarily indicative of future results.

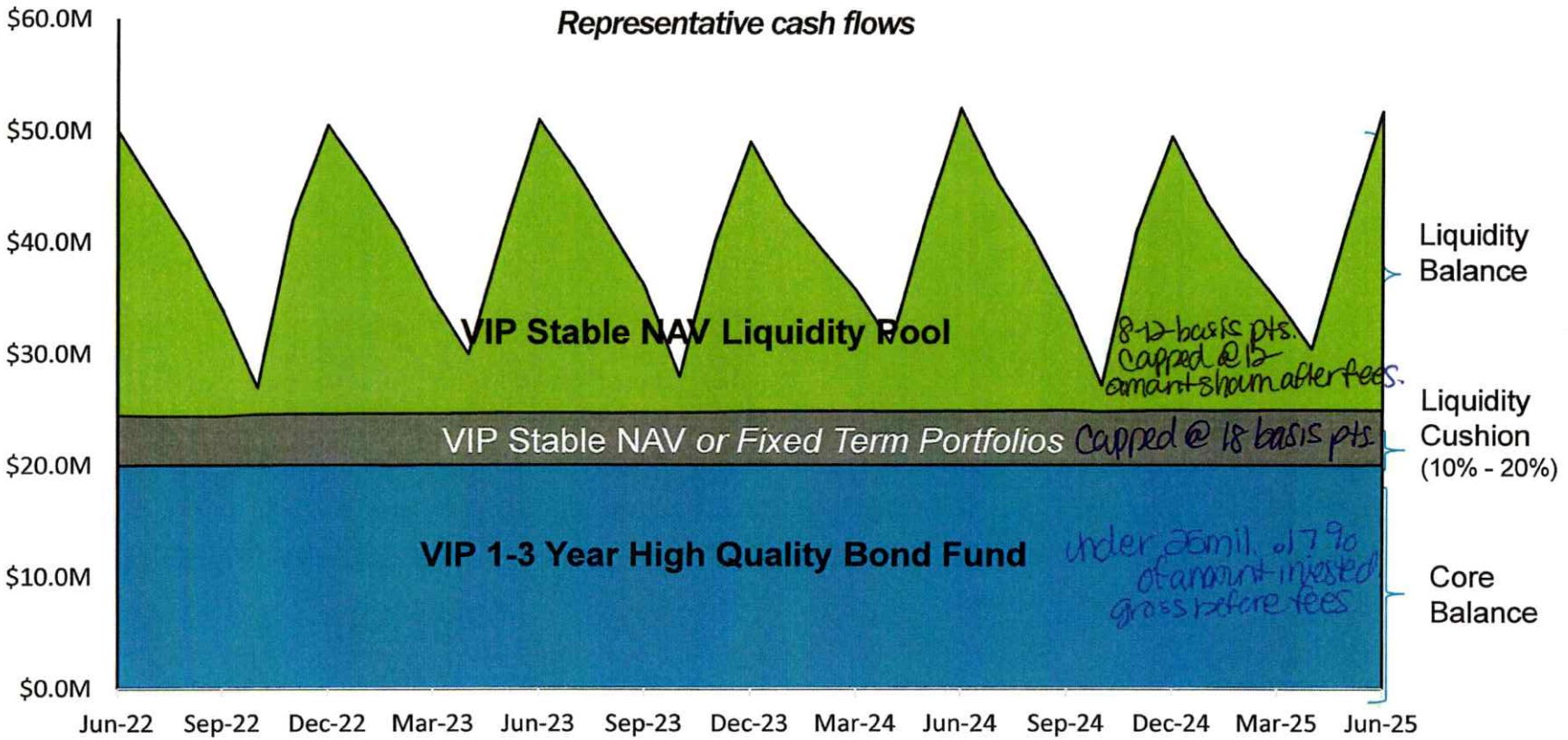
Virginia Investment Pool
A Service of VML/VACo Finance

VIP Fixed Term Portfolios – Coming Soon

- Bridges the gap between VIP Stable NAV Liquidity Pool and VIP 1-3 Year High Quality Bond Fund
- Offers Participants the ability to lock-in a fixed rate of return over a fixed time horizon
  - Participants can select portfolios with a time horizon of 3, 6, 9, or 12 months
- Avoids interest rate volatility
  - Declining rates have a negative impact on the Liquidity Pool yields
  - Increasing rates negatively impact the total return of the 1-3 Year High Quality Bond Fund
- Professionally managed, safe (AAAf rated by Fitch), and approved for Virginia local governments

Virginia Investment Pool
A Service of VML/VACo Finance

Three complementary services for managing funds



This chart is for informational purposes only. It is not meant to provide advice for your locality's particular situation. For assistance with analyzing your situation, please consult with PTMA Financial Solutions, VIP's registered investment manager.

Virginia Investment Pool
A Service of VML/VACo Finance

Steps to Join VIP Trust

- Town Council passes an ordinance which includes authorization for Town Manager/Finance Director to open a VIP account
- Town Manager/Finance Director executes VIP Trust Agreement Joinder Agreement
- Town completes VIP Account Registration form and submits, along with Joinder Agreement, to VML/VACo Finance

Stable NAV
Fees capped @ 12 basis points
Usually 8-12.

1-3 yr. fee
under 25 million - 17 basis pts
showing gross before fees
0.17% of amount invested

NOT FDIC insured.
AAA rating - high quality
Securities mature @ at a
Cap of 40-60 days

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

VML/VACo Finance's Mission

- Provide high-quality financial services to all political subdivisions in Virginia.
- Deliver solutions that meet the needs of clients and exceed expectations.
- Treat clients fairly and with integrity.
- Employ staff with subject matter expertise and highest professional standards.

Virginia Investment Pool
A Service of VML/VACo Finance

Thank you.

valocalfinance.org

804.648.0635

Steve Mulroy
Managing Director
smulroy@valocalfinance.org

VML VACo FINANCE

VIP
Virginia Investment Pool
A Service of VML/VACo Finance

Keith Dalton

From: Cindy Poulin
Sent: Friday, March 6, 2026 10:01 AM
To: Keith Dalton
Subject: Ordinance
Attachments: VIP Ordinance - Town of Berryville 3.2026.doc

Please see the attached ordinance for the VIP. I have highlighted a couple places that you may want to change to or add Town Manager. This is directly from Steve Mulroy and is a requirement of the Joint Exercise of Powers (Virginia Code Section 15.2-1300) which is the underlying legal basis for the VIP Trust. He is sending me the attachments as well. As soon I receive them I will forward them to you as well.

15.2-1300. Joint exercise of powers by political subdivisions.
A. Any power, privilege or authority exercised or capable of exercise by any political subdivision of this Commonwealth may be exercised and enjoyed jointly with any other political subdivision of this Commonwealth having a similar power, privilege or authority except where an express statutory procedure is otherwise provided for the joint exercise.
B. Any two or more political subdivisions may enter into agreements with one another for joint action pursuant to the provisions of this section. The participating political subdivisions shall approve such agreement before the agreement may enter into force. Localities shall approve such agreements by ordinance. Other political subdivisions shall approve such agreements by resolution.
C. The agreement shall specify the following:
1. Its duration.
2. Its purpose or purposes.
3. The manner of financing the joint undertaking and of establishing and maintaining a budget therefor.
4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.
5. All other necessary and proper matters.
D. The agreement, in addition to the items enumerated in subsection C hereof, may contain the following:
1. Provision for an administrator or a joint board responsible for administering the undertaking. The precise organization, composition, term, powers and duties of any administrator or joint board shall be specified.
2. The manner of acquiring, holding (including how title to such property shall be held) and disposing of real and personal property used in the undertaking.
3. How issues of liability will be dealt with and the types, amounts and coverages of insurance.
E. No agreement made pursuant to this section shall relieve any political subdivision of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by an administrator or joint board created by an agreement made hereunder, such performance may be offered in satisfaction of the obligation or responsibility.
F. Any political subdivision entering into an agreement pursuant to this section may appropriate funds and may sell, lease, give, or otherwise supply the administrator or joint board created to operate the undertaking with such property, personnel or services therefor as may be within its legal power to furnish.
G. Any power, privilege or authority exercised or capable of exercise by any political subdivision of this Commonwealth may be exercised and enjoyed jointly with any political subdivision of any other state or the District of Columbia subject to the provisions of subsections A, B, C, D, E and F above, which shall apply mutatis mutandis.

Cindy Poulin
Director of Finance/Treasurer
Town of Berryville
101 Chalmers Court, Ste A
Berryville, VA 22611
(540)955-1099

BERRYVILLE
EST. 1798 Genuine VIRGINIA

Keith Dalton

From: Cindy Poulin
Sent: Friday, March 6, 2026 11:33 AM
To: Keith Dalton
Subject: How our money is protected

- **VIP portfolios have among the highest ratings by Standard & Poor's:**
  - The Stable NAV Liquidity Pool is rated **AAAm**, S&P's highest rating for such funds and which it describes as having an 'extremely strong' credit profile; and
  - The 1-3 Year High Quality Bond Fund is rated **AA+f/S1** indicating that the credit quality is 'very strong'. A significant portion of the 1-3 Year Bond Fund consists of US Treasuries, which are rated AA+.
    - The S1 indicates that the Fund is among the least volatile of the fixed income funds that S&P rates.
  - S&P receives weekly and monthly information on VIP to ensure that its ratings are accurate and up to date.

- **VIP is in compliance with the Investment of Public Funds Act** of the Virginia State Code (Section 2.2-4500 et. al.). The Investment of Public Funds Act protects local governments' citizens by limiting local government investments to high quality, short-term fixed income securities.

Cindy Poulin
Director of Finance/Treasurer
Town of Berryville
101 Chalmers Court, Ste A
Berryville, VA 22611
(540)955-1099

BERRYVILLE
EST. 1798 Genuine VIRGINIA

Fund Reserve Specifics

~~Adopted June 10, 2025~~

Proposed 2026 Revisions in RED
Proposed 2026 Investments in Pink

This document was adopted in accordance with the Town Council's Reserves Policy.

Reserve amounts reflect adjustment on January 21, 2026. Fund totals do not reflect expenditures in FY26.

General Fund

General Fund Reserve
This reserve was established in order to provide funding for unforeseen expenses and to supplement revenues as the Council deems necessary. General fund monies budgeted in a given year that are neither spent nor otherwise encumbered will be placed in this reserve. The interest income from all general fund reserves is placed in this reserve.

Reserve	$445,342.84 + 4,756.00= 450,098.84
Reserve goal	~~$445,000~~ 519,335.00 50% of annual debt service + 10% of FY 25 GF operational expenses

100% in bank accounts

Property Improvements and Maintenance Reserve
The Town owns several properties for which the cost of improvement and maintenance falls solely on the general fund. These properties include 23 East Main Street (includes Livery), Hogan's Alley, Crow Street Parking Lot, Rose Hill Park (including the John Rixey Moore Playground, Smithy Cottage but excluding the Barns of Rose Hill), Rixey Moore Parking Lot, and the old kennel located on the Wastewater Treatment Plant property.

The maintenance costs for the Public Works Facility and the Berryville-Clarke County Government Center are shared by all three funds. The Berryville-Clarke County Government Center is jointly owned with Clarke County; therefore, a separate fund is established for care of that property.

These funds may be made available for improvements to or maintenance of town properties.

Reserve	$1,250,000 + 472,000 = 1,722,000
Reserve goal	$~~1,250,000~~ 2,000,000

50% in bank accounts
50% VIP HQB Fund (12 month)

Berryville-Clarke County Government Center Reserve
The Town and Clarke County constructed the Berryville-Clarke County Government Center in 2008. The facility is owned and maintained by both jurisdictions.

The facility's note holder requires that a maintenance reserve be established to provide savings to address unforeseen maintenance-related expenses. Both the Town and County agreed to self-encumber funds that would be available for expenses incurred while repairing, maintaining, or improving the property at 101 Chalmers Court.

These funds may be made available for repair, maintenance, or improvement of the Berryville-Clarke County Government Center facility.

Reserve	$400,000
Reserve goal	$400,000

50% in VIP SNLP
50% in VIP HQB Fund (12 month)

Flood Plain/Stormwater Mitigation Reserve
Berryville contains three major drainage areas. Each of these drainage areas contains a perennial stream: Town Run (known as Dog Run in the rest of Clarke County), Craig's Run, and Buckmarsh Run. Each of these drainage areas contains smaller contributing sub-drainage areas.

The flood plain and floodway have been identified and mapped within the Town Run drainage area. Stormwater management concerns have been identified in several sub-drainage areas of the Town Run drainage area.

These funds would be available for use on flood plain/stormwater mitigation projects.

Reserve	$750,000
Reserve goal	$750,000

100% in VIP HQB Fund (12 month)

Downtown Improvement Reserve
In recognition of the economic benefits of an attractive business district, the Council recognizes that improvements to the downtown area will pay dividends to the entire town.

The Town created this reserve, in full or in part, projects to improve the general appearance of the downtown, enhance directional signage, improve parking, improve accessibility, establish and maintain crosswalks that exceed VDOT standards, establish and maintain trees and or planters, and the like.

Reserve	$725,000
Reserve goal	$~~725,000~~ 750,000

100% in VIP HQB Fund (12 month)

Economic Development Reserve
This reserve was established to provide for savings that can be used to address economic development opportunities or needs that the Town Council determines should be funded.

Reserve	$100,000
Reserve goal	$100,000

100% in VIP HQB Fund (12 month)

Blight Abatement Reserve
The Berryville Code provides the Town Council and the Town Manager with authority to demolish/secure unsafe structures and abate blight. If the Town must address such problems, then the work is paid for with public funds and the cost billed to the property owner. If the property owner fails to pay for the work, then a tax lien is placed on the property. Generally, it takes several years for the Town to recoup any of the costs incurred addressing the unsafe conditions.

These funds would be available to pay for work required to secure or demolish unsafe structures and abate blight.

Reserve	$100,000
Reserve goal	$100,000

50% in VIP SNLP
50% in VIP HQB Fund (12 month)

John H. Enders Vol. Fire Department Reserve
This reserve was established to provide savings that can be used to assist the John H. Enders Volunteer Fire Department and Rescue Squad, which the Town Council has declared to be an integral part of the official safety program of the Town, with capital projects.

Reserve	~~$ 70,000~~ 10,000
Reserve goal	$100,000

100% in bank accounts

Police Equipment Replacement Reserve
This reserve was established to fund new or replacement police department equipment.

Reserve	$125,000 + 25,000 = 150,000
Reserve goal	$~~125,000~~ 150,000

50% in VIP SNLP
50% in VIP HQB Fund (12 month)

Annexation Reserve
This reserve was established to provide savings that can be used to complete work required to affect annexations.

Reserve	$100,000
Reserve goal	$~~100,000~~ 150,000

100% in VIP SNLP

Town Street Reserve
This reserve was established to provide funds for maintenance of Town secondary streets that do not qualify for use of Virginia Secondary Street Reimbursement funds.

Reserve	$150,000
Reserve Goal	$150,000

50% in VIP SNLP
50% in VIP HQB Fund (12 month)

Transportation Alternatives Program (TAP) Project Matching Funds Reserve
This reserve is established to provide required matching funds for TAP projects. These projects are administered by the Virginia Department of Transportation and require a 20% match from the Town.

The Town has three active TAP grant applications (two associated with a sidewalk project on Mosby Boulevard and one sidewalk/drainage project on East and West Fairfax Street) in process.

The Town also expects to apply for a TAP grant in 2027 that would help fund a sidewalk extension on the east side of North Buckmarsh along the frontage of 22 West Fairfax and 328 and 322 North Buckmarsh Street.

Along with required matching, reserve funds may be used for project costs not covered by TAP funds.

Reserve	$ 894,000 + 846,000 = 1,740,000
Reserve Goal	$~~1,500,000~~ 2,000,000

60% in bank accounts
40% in VIP HQB FUND (12 month)

Total General Fund Reserves = $6,397,098.84

Bank accounts: $2,365,098.84
VIP SNLP: $500,000
VIP HQB Fund (12 month): $3,532,000

Water Fund

Water Fund Reserve
This reserve was established in order to provide funding for unforeseen expenses and to supplement revenues as the Council deems necessary.

Water fund monies budgeted in a given year that are neither spent nor otherwise encumbered will be placed in this reserve. The interest income from all water fund reserves is placed in this reserve.

Reserve	$394,760 + 7,140 = 401,900*
Reserve goal	~~$190,100.00~~* 189,000 100% of annual debt service + 15% of FY25 WF operational expenses

*Reserve amount significantly exceeds the reserve goal because the goal will increase significantly in the near future, because the water fund will have debt (Water Treatment Plant Upgrade) that has to be serviced.

100% in bank accounts

Water Storage Tank Reserve
This reserve was established to provided funding for either planned or unforeseen expenses related to the Town's water storage system.

The Town maintains three water tanks within its water distribution system. The Town has maintenance contracts for the three tanks, but given the importance of these improvements it is vital to provide a reserve to address unforeseen problems that may not be covered under the annual maintenance contract.

Reserve	$ 750,000
Reserve goal	$~~1,250,000~~ 1,500,000

25% in VIP SNLP
75% in VIP HQB Fund (12 month)

Water Treatment Plant Reserve
The reserve was established to assist with meeting funding needs for water treatment plant-related expenses.

Reserve	$4,030,000 + 511,594 = 4,541,594
Reserve goal	$~~5,000,000~~ 7,000,000

50% in VIP SNLP
50% in VIP HQB Fund (12 month)

Overview
The Town's Water Treatment Plant, raw water intake, and raw water transmission main are slated to be upgraded within the next several years. This work is required because the plant and related raw water facilities, which were constructed in 1984, are approaching the end of their useful life.

The Town of Berryville Utility Rate Study, which was completed in 2019, identified expenses related to the replacement/improvement/repair of this facility and the pumping station at the Shenandoah River. According that study, the plant and pumping station should be replaced/improved/repaired by the end of FY27.

In August 2022 the Town issued an offering to secure professional engineering services required for the design and construction of the water treatment plant upgrade. In December 2022, the Town contracted with Pennoni to provide those required engineering services.

On September 12, 2023 the Town Council approved a preliminary engineering report in which it was recommended that the Town upgrade the water treatment plant with membrane filtration units. That report was reviewed by the Virginia Department of Health. A revised report, addressing Department of Health comments, will be resubmitted on March 1, 2025. The new report eliminates the planned pre-sedimentation basins and provides for the construction of vertical clarifiers. These clarifiers will treat the water through flocculation prior to filtration by the membrane system.

The Virginia Department of Health approved the preliminary engineering report in February 2026. This approval enables the agency to review the construction plans and contract documents. Upon Virginia Department of Health approval of plans, specifications, and contract documents, the project may be bid.

Upgrade Project Schedule

Task	Expected Completion
Advertise for Bids	October 2026
Bid Opening	December 2026
Award/Notice of Proceed	January 2027
Substantial Completion	May 2028
Final Completion	June 2028

Funding

The Virginia Department of Health has issued two BIL (FY2024 Bipartisan Infrastructure Law) Initial Offers. The first loan offer, which was dated October 26, 2023 provided a funding package of $6,385,000. The second loan offer, which was dated December 12, 2024 provided a funding package of $6,000,000. Accordingly, the loan offer from the Department of Health totals $12,385,000.

The terms of the loan (both offerings will close at the same time) are as follows:

Principal: $12,385,000

Term: 20 years

Rate: 1.0% below market rate

Draws: Loan funds may be draw monthly during the project. Interest will begin accruing when funds are drawn. Accordingly, no construction loan(s) should be required to complete the project.

Upgrade Project Estimated Cost:

Construction Cost -	$12,000,000
Non- Construction Costs -	$ 3,300,000
Total -	$15,300,000
Project Cost	$15,300,000
VDH Loan	$12,385,000
Expected Draw on Reserves for Upgrade	$ 2,915,000

Use of Reserves During Upgrade Project

In accordance with current project budget estimates, it is expected that at approximately $2,915,000 from this fund will be used for the upgrade.

Reserve funds will be available for unexpected cost overruns and to ensure positive cash flow during the upgrade project. It is also expected that these reserve funds will be used to fund lender-required maintenance/loan repayment reserves. Lastly, it is expected that reserve funds will be used to fund a membrane replacement reserve.

Use of Reserves After Upgrade Project is Completed

After the upgrade project has been completed, these funds will be available to pay for unforeseen costs associated with the water treatment plant and related improvements.

Water Distribution System Reserve

This reserve was established to provide funds for planned and unforeseen improvements and repairs to the Town's water distribution system.

The Town maintains a system of pipes through which water is distributed from the water plant and throughout the Town. This system includes improvements such as water mains, laterals, meters and related improvements, valves, pumps, and fire hydrants.

The Town of Berryville Utility Rate Study completed in 2019 identified expenses related to the replacement/upgrade of portions of the distribution system.

Reserve	$1,200,000 + 50,000 = 1,250,000
Reserve goal	$~~1,200,000~~ 2,000,000

75% in VIP SNLP
25% in VIP HQB Fund (12 month)

Total Water Fund Reserves = $6,943,494.00

Bank Accounts: $401,900
VIP SNLP: $3,395,797
VIP HQB Fund (12 month): $3,145,797

Sewer Fund

Sewer Fund Reserve
This reserve was established in order to provide funding for unforeseen expenses and to supplement revenues as the Council deems necessary.

Sewer fund monies budgeted in a given year that are neither spent nor otherwise encumbered will be placed in this reserve. The interest income from all sewer fund reserves is placed in this reserve.

Reserve	$701,223.29 - 466,844 = 234,379.29
Reserve goal	~~$725,000~~ 713,000 100% of annual debt service + 15% of FY25 SF operational expenses

100% in bank accounts

Wastewater Treatment Plant Reserve
The reserve was established to assist with meeting funding needs for wastewater treatment plant-related expenses.

The Town's wastewater treatment plant became operational in 2012. The useful life of the plant is expected to be at least 25 years.

These funds may be made available to address unforeseen costs at the plant or begin a replacement/upgrade project.

Reserve	$2,825,000 + 477,324 = 3,302,324
Reserve goal	$7,500,000

25% in VIP SNLP
75% in VIP HQB Fund (12 month)

Sewer Collection System Reserve
This reserve was established to provide funds for planned and unforeseen improvements and repairs to the Town's wastewater collection system.

The Town maintains a system of pipes and other improvements through which wastewater is collected from customers and transmitted to the wastewater treatment plant. This system includes improvements such as sewer mains, manholes, and pump stations.

The Town of Berryville Utility Rate Study completed in 2019 identified expenses related to the replacement/upgrade of portions of the collection system.

Reserve	$2,000,000
Reserve goal	$2,500,000

25% in VIP SNLP
75% in VIP HQB Fund (12 month)

Membrane Replacement Reserve
This reserve was established to provide funds for planned and unforeseen projects related to the wastewater treatment plant's membranes.

The Town's wastewater treatment plant utilizes ultrafiltration membranes as a part of the treatment process. These membranes have an expected useful life of eight to twelve years. The membranes were last replaced in 2023. These funds may be made available to address the cost of membrane maintenance and replacement.

Reserve	$ 975,000 + 525,000 = 1,500,000
Reserve goal	$1,500,000

100% in VIP HQB Fund (12 month)

Total Sewer Fund Reserves = **$7,036,703.29****

Bank Accounts: $234,379.29
VIP SNLP: $1,325,581
VIP HQB Fund (12 month): $5,476,743

**This amount does not include the $470,000 reserve required by the wastewater treatment plant loan terms. These funds must be reserved separately and will be used for the last payment on the loan. That payment will be made on February 1, 2037.

March 10, 2026
Review/Approve

Review of Reserves Policy and Draft Reserves Specifics Document

Overview

The Town Council's Reserves Policy establishes the means by which funds will be reserved, internally encumbered, and spent. The Reserves Policy requires the Council to review the policy annually and develop a Reserves Specifics document.

The Town Council last approved a Fund Reserve Specifics document on June 10, 2025.

Proposal

The Council is asked to review the Reserves Policy and make any changes that it deems appropriate.

The Council is asked to review the draft Reserves Specifics document and adopt it with any revisions that it deems appropriate.

Attachments

- Town Council's Reserve Policy
- Draft Reserves Specifics document

Recommended Action

Approve a Reserve Specifics document

Sample Motion

I move that the Council of the Town of Berryville approve the attached Reserve Specifics document.

Town Council Policies

Reserves

2021- 01

Approved 6/8
Amended 12/22

Purpose:

The Town Council creates reserves in all three funds (general, water, and sewer). These reserves are self-encumbered to enable the Council to equalize revenue shortfalls, pay for unexpected expenses, and pay for planned projects and purchases.

This policy is intended to structure the Town's reserves in a manner that prepares for the scenarios enumerated above in a manner that is transparent and easily accessed by the public.

Because the reserve funds are self-encumbered, the Council reserves the right to utilize these funds at any time as it deems appropriate, provided that such use conforms to the laws of the Commonwealth of Virginia and the Town of Berryville.

Policy:

Reserve Policy and Fund Reserve Specifics

The Town Council establishes this policy in order to provide a framework for self-encumbering funds to meet the Town's needs. These funds are encumbered to enable the Council to equalize revenue shortfalls, pay for unexpected expenses, and pay for planned projects and purchases.

The Council will establish a Fund Reserve Specifics document in which it outlines the purpose of reserves and the amount encumbered in each reserve.

During the annual budget review and approval process and at other times it deems necessary, the Town Council will review this policy and the Funds Reserve Specifics to determine whether the Town's needs are met.

Use of Reserved Funds

Reserved funds may, in accordance with applicable provisions of law and the procedures contained in this policy, be expended as specifically enumerated within an approved budget or as needed during a budget year when the need for the funds was not expected.

Reporting

The Treasurer will provide the Council with regular reports regarding the status of reserved funds.

Procedure:

Reserve Policy and Fund Reserve Specifics

As a part of the annual budgeting process, the Budget and Finance Committee of the Town Council will review this policy and the Fund Reserve Specifics and recommend any changes that it determines appropriate to the Town Council.

The Town Council will review the Fund Reserve Specifics as a part of its budget preparation and review. The Fund Reserve Specifics will be included in the approved budget document.

Changes may be made to the Fund Reserve Specifics at any time by an affirmative vote of the majority of the Council duly assembled.

Use of Reserve Funds

Reserve funds to be expended in a given year may be budgeted and appropriated as a part of a budget or budget amendment. The reserve to be used will be shown as a revenue and the project for which the funds will be used will be shown as an expense.

Reserve funds may be utilized within a budget year at the discretion of the Town Manager, provided that:

a. the threshold requiring the advertisement of a budget amendment is not met and
b. a full accounting of the expenditure or proposed expenditure is provided to the Council for review at its next regularly scheduled meeting.

Reserve funds may be utilized within a budget year at the discretion of the Council, provided that the use is approved by an affirmative vote of the majority of the Council duly assembled, and all budget amendment advertising requirements are met, if applicable.

Reporting

The Treasurer will provide the Council with an up-to-date account of reserves as a part of the Treasurer's monthly Town Council meeting packet report.

Fund Reserve Specifics

~~Adopted June 10, 2025~~

Proposed 2026 Revisions in RED

This document was adopted in accordance with the Town Council's Reserves Policy.

Reserve amounts reflect adjustment on January 21, 2026. Fund totals do not reflect expenditures in FY26.

General Fund

General Fund Reserve

This reserve was established in order to provide funding for unforeseen expenses and to supplement revenues as the Council deems necessary. General fund monies budgeted in a given year that are neither spent nor otherwise encumbered will be placed in this reserve. The interest income from all general fund reserves is placed in this reserve.

Reserve	$445,342.84 + 4,756.00= 450,098.84
Reserve goal	~~$445,000~~ 519,335.00 50% of annual debt service + 10% of FY 25 GF operational expenses

Property Improvements and Maintenance Reserve

The Town owns several properties for which the cost of improvement and maintenance falls solely on the general fund. These properties include 23 East Main Street (includes Livery), Hogan's Alley, Crow Street Parking Lot, Rose Hill Park (including the John Rixey Moore Playground, Smithy Cottage but excluding the Barns of Rose Hill), Rixey Moore Parking Lot, and the old kennel located on the Wastewater Treatment Plant property.

The maintenance costs for the Public Works Facility and the Berryville-Clarke County Government Center are shared by all three funds. The Berryville-Clarke County Government Center is jointly owned with Clarke County; therefore, a separate fund is established for care of that property.

These funds may be made available for improvements to or maintenance of town properties.

Reserve	$1,250,000 + 472,000 = 1,722,000
Reserve goal	$~~1,250,000~~ 2,000,000

Berryville-Clarke County Government Center Reserve
The Town and Clarke County constructed the Berryville-Clarke County Government Center in 2008. The facility is owned and maintained by both jurisdictions.

The facility's note holder requires that a maintenance reserve be established to provide savings to address unforeseen maintenance-related expenses. Both the Town and County agreed to self-encumber funds that would be available for expenses incurred while repairing, maintaining, or improving the property at 101 Chalmers Court.

These funds may be made available for repair, maintenance, or improvement of the Berryville-Clarke County Government Center facility.

Reserve	$400,000
Reserve goal	$400,000

Flood Plain/Stormwater Mitigation Reserve
Berryville contains three major drainage areas. Each of these drainage areas contains a perennial stream: Town Run (known as Dog Run in the rest of Clarke County), Craig's Run, and Buckmarsh Run. Each of these drainage areas contains smaller contributing sub-drainage areas.

The flood plain and floodway have been identified and mapped within the Town Run drainage area. Stormwater management concerns have been identified in several sub-drainage areas of the Town Run drainage area.

These funds would be available for use on flood plain/stormwater mitigation projects.

Reserve	$750,000
Reserve goal	$750,000

Downtown Improvement Reserve
In recognition of the economic benefits of an attractive business district, the Council recognizes that improvements to the downtown area will pay dividends to the entire town.

The Town created this reserve, in full or in part, projects to improve the general appearance of the downtown, enhance directional signage, improve parking, improve accessibility, establish and maintain crosswalks that exceed VDOT standards, establish and maintain trees and or planters, and the like.

Reserve	$725,000
Reserve goal	$~~725,000~~ 750,000

Economic Development Reserve
This reserve was established to provide for savings that can be used to address economic development opportunities or needs that the Town Council determines should be funded.

Reserve	$100,000
Reserve goal	$100,000

Blight Abatement Reserve
The Berryville Code provides the Town Council and the Town Manager with authority to demolish/secure unsafe structures and abate blight. If the Town must address such problems, then the work is paid for with public funds and the cost billed to the property owner. If the property owner fails to pay for the work, then a tax lien is placed on the property. Generally, it takes several years for the Town to recoup any of the costs incurred addressing the unsafe conditions.

These funds would be available to pay for work required to secure or demolish unsafe structures and abate blight.

Reserve	$100,000
Reserve goal	$100,000

John H. Enders Vol. Fire Department Reserve
This reserve was established to provide savings that can be used to assist the John H. Enders Volunteer Fire Department and Rescue Squad, which the Town Council has declared to be an integral part of the official safety program of the Town, with capital projects.

Reserve	~~$ 70,000~~ 10,000
Reserve goal	$100,000

Police Equipment Replacement Reserve
This reserve was established to fund new or replacement police department equipment.

Reserve	$125,000 + 25,000 = 150,000
Reserve goal	$~~125,000~~ 150,000

Annexation Reserve
This reserve was established to provide savings that can be used to complete work required to affect annexations.

Reserve	$100,000
Reserve goal	$~~100,000~~ 150,000

Town Street Reserve
This reserve was established to provide funds for maintenance of Town secondary streets that do not qualify for use of Virginia Secondary Street Reimbursement funds.

Reserve	$150,000
Reserve Goal	$150,000

Transportation Alternatives Program (TAP) Project Matching Funds Reserve
This reserve is established to provide required matching funds for TAP projects. These projects are administered by the Virginia Department of Transportation and require a 20% match from the Town.

The Town has three active TAP grant applications (two associated with a sidewalk project on Mosby Boulevard and one sidewalk/drainage project on East and West Fairfax Street) in process.

The Town also expects to apply for a TAP grant in 2027 that would help fund a sidewalk extension on the east side of North Buckmarsh along the frontage of 22 West Fairfax and 328 and 322 North Buckmarsh Street.

Along with required matching, reserve funds may be used for project costs not covered by TAP funds.

Reserve	$ 894,000 + 846,000 = 1,740,000
Reserve Goal	$~~1,500,000~~ 2,000,000

Total General Fund Reserves = $6,397,098.84

Water Fund

Water Fund Reserve
This reserve was established in order to provide funding for unforeseen expenses and to supplement revenues as the Council deems necessary.

Water fund monies budgeted in a given year that are neither spent nor otherwise encumbered will be placed in this reserve. The interest income from all water fund reserves is placed in this reserve.

Reserve	$394,760 + 7,140 = 401,900*
Reserve goal	~~$190,100.00~~* 189,000 100% of annual debt service + 15% of FY25 WF operational expenses

*Reserve amount significantly exceeds the reserve goal because the goal will increase significantly in the near future, because the water fund will have debt (Water Treatment Plant Upgrade) that has to be serviced.

Water Storage Tank Reserve
This reserve was established to provided funding for either planned or unforeseen expenses related to the Town's water storage system.

The Town maintains three water tanks within its water distribution system. The Town has maintenance contracts for the three tanks, but given the importance of these improvements it is vital to provide a reserve to address unforeseen problems that may not be covered under the annual maintenance contract.

Reserve	$ 750,000
Reserve goal	$~~1,250,000~~ 1,500,000

Water Treatment Plant Reserve
The reserve was established to assist with meeting funding needs for water treatment plant-related expenses.

Reserve	$4,030,000 + 511,594 = 4,541,594
Reserve goal	$~~5,000,000~~ 7,000,000

Overview
The Town's Water Treatment Plant, raw water intake, and raw water transmission main are slated to be upgraded within the next several years. This work is required because the plant and related raw water facilities, which were constructed in 1984, are approaching the end of their useful life.

The Town of Berryville Utility Rate Study, which was completed in 2019, identified expenses related to the replacement/improvement/repair of this facility and the pumping station at the Shenandoah River. According that study, the plant and pumping station should be

replaced/improved/repaired by the end of FY27.

In August 2022 the Town issued an offering to secure professional engineering services required for the design and construction of the water treatment plant upgrade. In December 2022, the Town contracted with Pennoni to provide those required engineering services.

On September 12, 2023 the Town Council approved a preliminary engineering report in which it was recommended that the Town upgrade the water treatment plant with membrane filtration units. That report was reviewed by the Virginia Department of Health. A revised report, addressing Department of Health comments, will be resubmitted on March 1, 2025. The new report eliminates the planned pre-sedimentation basins and provides for the construction of vertical clarifiers. These clarifiers will treat the water through flocculation prior to filtration by the membrane system.

The Virginia Department of Health approved the preliminary engineering report in February 2026. This approval enables the agency to review the construction plans and contract documents. Upon Virginia Department of Health approval of plans, specifications, and contract documents, the project may be bid.

Upgrade Project Schedule

Task	Expected Completion
Advertise for Bids	October 2026
Bid Opening	December 2026
Award/Notice of Proceed	January 2027
Substantial Completion	May 2028
Final Completion	June 2028

Funding

The Virginia Department of Health has issued two BIL (FY2024 Bipartisan Infrastructure Law) Initial Offers. The first loan offer, which was dated October 26, 2023 provided a funding package of $6,385,000. The second loan offer, which was dated December 12, 2024 provided a funding package of $6,000,000. Accordingly, the loan offer from the Department of Health totals $12,385,000.

The terms of the loan (both offerings will close at the same time) are as follows:

Principal: $12,385,000

Term: 20 years

Rate: 1.0% below market rate

Draws: Loan funds may be draw monthly during the project. Interest will begin accruing when funds are drawn. Accordingly, no construction loan(s) should be required to complete the project.

Upgrade Project Estimated Cost:

Construction Cost -	$12,000,000
Non- Construction Costs -	$ 3,300,000
Total -	$15,300,000
Project Cost	$15,300,000
VDH Loan	$12,385,000
Expected Draw on Reserves for Upgrade	$ 2,915,000

Use of Reserves During Upgrade Project

In accordance with current project budget estimates, it is expected that at approximately $2,915,000 from this fund will be used for the upgrade.

Reserve funds will be available for unexpected cost overruns and to ensure positive cash flow during the upgrade project. It is also expected that these reserve funds will be used to fund lender-required maintenance/loan repayment reserves. Lastly, it is expected that reserve funds will be used to fund a membrane replacement reserve.

Use of Reserves After Upgrade Project is Completed

After the upgrade project has been completed, these funds will be available to pay for unforeseen costs associated with the water treatment plant and related improvements.

Water Distribution System Reserve

This reserve was established to provide funds for planned and unforeseen improvements and repairs to the Town's water distribution system.

The Town maintains a system of pipes through which water is distributed from the water plant and throughout the Town. This system includes improvements such as water mains, laterals, meters and related improvements, valves, pumps, and fire hydrants.

The Town of Berryville Utility Rate Study completed in 2019 identified expenses related to the replacement/upgrade of portions of the distribution system.

Reserve	$1,200,000 + 50,000 = 1,250,000
Reserve goal	$~~1,200,000~~ 2,000,000

Total Water Fund Reserves = $6,943,494.00

Sewer Fund

Sewer Fund Reserve
This reserve was established in order to provide funding for unforeseen expenses and to supplement revenues as the Council deems necessary.

Sewer fund monies budgeted in a given year that are neither spent nor otherwise encumbered will be placed in this reserve. The interest income from all sewer fund reserves is placed in this reserve.

Reserve	$701,223.29 - 466,844 = 234,379.29
Reserve goal	~~$725,000~~ 713,000 100% of annual debt service + 15% of FY25 SF operational expenses

Wastewater Treatment Plant Reserve
The reserve was established to assist with meeting funding needs for wastewater treatment plant-related expenses.

The Town's wastewater treatment plant became operational in 2012. The useful life of the plant is expected to be at least 25 years.

These funds may be made available to address unforeseen costs at the plant or begin a replacement/upgrade project.

Reserve	$2,825,000 + 477,324 = 3,302,324
Reserve goal	$7,500,000

Sewer Collection System Reserve
This reserve was established to provide funds for planned and unforeseen improvements and repairs to the Town's wastewater collection system.

The Town maintains a system of pipes and other improvements through which wastewater is collected from customers and transmitted to the wastewater treatment plant. This system includes improvements such as sewer mains, manholes, and pump stations.

The Town of Berryville Utility Rate Study completed in 2019 identified expenses related to the replacement/upgrade of portions of the collection system.

Reserve	$2,000,000
Reserve goal	$2,500,000

Membrane Replacement Reserve
This reserve was established to provide funds for planned and unforeseen projects related to the wastewater treatment plant's membranes.

The Town's wastewater treatment plant utilizes ultrafiltration membranes as a part of the treatment

process. These membranes have an expected useful life of eight to twelve years. The membranes were last replaced in 2023. These funds may be made available to address the cost of membrane maintenance and replacement.

Reserve	$ 975,000 + 525,000 = 1,500,000
Reserve goal	$1,500,000

Total Sewer Fund Reserves = **$7,036,703.29****

**This amount does not include the $470,000 reserve required by the wastewater treatment plant loan terms. These funds must be reserved separately and will be used for the last payment on the loan. That payment will be made on February 1, 2037.

March 10, 2026
Review/Discussion

Berryville Code Chapter 17 - Water, Sewers and Sewage Disposal

Report for Town Council on March 10, 2026

The Town Council last discussed this matter on June 30, 2025.

The primary focus of the discussion on June 30 was the concept of providing a reduced availability fee rate for property owners currently utilizing a septic system who will have to connect to the public sewer. This concept has been discussed with legal counsel and he is of the opinion that providing such a discount is not advisable. He noted that the Town could pursue a grant to assist these folks.

Staff requests that the Council review the draft Chapter 17 and the draft legislative finding. After the Council reviews these documents and provides staff with direction in this regard, staff will have the Town's legal council draft the code sections that will address the specifics of the sunset on septic systems in town and legislative findings.

If possible, staff would like to place this matter before the Council again in April to determine when it wishes to schedule a public input session on this effort.

Attachments:
- Minutes from the June 30, 2025 Town Council Work Session
- Draft of revised Berryville Code Chapter 17 – Clean Copies and Markups
- Draft of a legislative finding
- Assortment of articles that address the expected useful life of septic systems

Report for Town Council on June 30, 2025

The Town Council discussed this matter at its June 10, 2025 meeting and determined that it would hold a work session on this matter on June 30, 2025.

At the June 10, 2025 meeting, the Council directed staff to develop an approach for addressing on-site sewage treatment systems which are operating within the corporate limits of the Town. Staff developed a draft approach that is attached to this report.

Attachments
- Draft minutes of the June 10, 2025 Town Council meeting
- Redline markup of Chapter 17

  Draft markup has not been fully reviewed at the staff level.
  The text highlighted in green is still under review at the staff level. After that review is complete, the sections in question will be revised and submitted to the Committee/Council.
  The text highlighted in yellow has not been revised. Staff expects that the Committee and Council will discuss these sections at length. These discussions will determine if there will be, as the Council has previously discussed, amendments that will create a framework to sunset the majority of on-site sewerage treatment systems operating within the

Town's corporate limits.
- List of known on-site sewerage treatment systems operating within the corporate limits.
- Draft approach

Recommended action
Review the information provided in the packet and provide staff with direction for revisions to be provided to the Streets and Utilities Committee or Town Council.

Report for Town Council on June 10, 2025
The Streets and Utilities Committee reviewed this matter on May 27, 2025.The draft minutes of the Committee's meeting are attached to this report.

The Committee did not have significant concerns about the proposed changes, though it is important to point out that the portion of Chapter 17 that is highlighted in green remains under review at the staff level. The Committee discussed how the Council will, if it chooses, to change its approach to existing active on-site sewerage treatment facilities (septic systems) in Town. The Committee determined that this matter should be discussed at the Council level before draft language is drafted.

Attachments
Draft minutes of the May 27, 2025 Streets and Utilities Committee meeting
Redline markup of Chapter 17
- Draft markup has not been fully reviewed at the staff level.
- The text highlighted in green is still under review at the staff level. After that review is complete, the sections in question will be revised and submitted to the Committee/Council.
- The text highlighted in yellow have not been revised. Staff expects that the Committee and Council will discuss these sections at length. These discussions will determine if there will be, as the Council has previously discussed, amendments that will create a framework to sunset the majority of on-site sewerage treatment systems operating within the Town's corporate limits.
- List of known on-site sewerage treatment systems operating within the corporate limits.

Recommended action
Review the information provided in the packet and provide staff with direction for revisions to be provided to the Streets and Utilities Committee or Town Council.

Report for Streets and Utilities Committee on May 27, 2025
On April 8, 2025, the Town Council agreed to assign this matter to the Streets and Utilities Committee. Mrs. Harrison and Mr. Tibbens set the matter for review at their

May meeting.

Attachments

Redline markup of Chapter 17

- Draft markup has not been fully reviewed at the staff level.
- The text highlighted in green is still under review at the staff level. After that review is complete, the sections in question will be revised and submitted to the Committee.

- The text highlighted in yellow have not been revised. Staff expects that the Committee and Council will discuss these sections at length. These discussions will determine if there will be, as the Council has previously discussed, amendments that will create a framework to sunset the majority of on-site sewerage treatment systems operating within the Town's corporate limits.
- List of known on-site sewerage treatment systems operating within the corporate limits.

Recommended action

Review the information provided in the packet and provide staff with direction for revisions to be provided to the Committee at its next meeting.

Report for Town Council on April 8, 2025

Overview

Staff wishes to initiate a review of Berryville Code Chapter 17 to ensure that it complies with current laws and regulations and to correct typographical errors.

Staff requests permission to place a revised chapter before the Streets and Utilities Committee in July for review and the Council in September for review/approval.

Attachment

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

Suggested action

Assign this matter to the Streets and Utilities Committee

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 DISPOSAL[1]

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**.

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[1]Editor'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.

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~~**C**onnection**s 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~~ **Runnoff 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 o~~**O**ther water conservation resources as identified on the ~~bulletin~~ **Runnoff 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:

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~~ **Runnoff Reduction Method manual**. **Required** ~~D~~**d**rought bond ~~is~~ in an amount designated by the community development director **shall be submitted**.

iii. ~~No c~~**C**ar 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~~**W**ashing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes or apartments or other outdoor surfaces **is prohibited**.

v. ~~No o~~**O**peration of any outdoor fountain or other structure making a similar use of water **is prohibited**.

vi. ~~No f~~**F**illing of swimming and/or wading pools **is prohibited**. **Topping off of pools is permitted.**

vii. ~~No u~~**U**se 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 use**r**s (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~~**L**awn **and landscaping** watering **is prohibited, except the** ~~U~~**u**se of gray water **is** permitted for plants, shrubs and gardens in accordance with Virginia Department of Health and Virginia Department of Environmental Quality standards. Definition~~s~~ of gray water:

- Relatively clean waste water, such as from kitchen, bathroom (**including water from bathtubs, showers and sinks, but** not ~~the~~ **from** toilet**s**), 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.	~~Third offense~~	~~Disconnection of service and initiation of legal action~~

(5) Reconnect**ion** 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** ~~F~~flagrant 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 ~~a~~**A**rticle II~~[s~~**S**ection 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.

(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~~ <u>are</u> 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

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:

i. 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

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.

(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.

(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)

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:

i. 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;

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 CHARGES[2]

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)

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[2]State 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.

Berryville Town Council
Legislative Finding
Required Connection to Town's Sewage Collection System

The Council of the Town of Berryville hereby makes the following findings:

- The Berryville Code requires that all properties which are two hundred and fifty feet or closer to the Town's sewer collection system to connect to said system at their expense.

- Twenty-seven active septic systems have been identified as being in service within the current corporate limits of the Town of Berryville.

- No new septic systems have been authorized within the current corporate limits of the Town of Berryville since 1988.

- The expected useful life of septic systems in Berryville is not expected to exceed fifty years. After such time such systems may endanger public health.

- By the year 2039, all septic systems in the Town of Berryville will have exceeded their expected useful life.

- No major repairs to existing septic systems will be permitted within the corporate limits of the Town.

- No replacement septic systems will be permitted to be installed within the Town of Berryville.

- To safeguard public health, all properties being served by a septic system within the Town of Berryville will be required to connect to the Town's sewer collection system no later than January 1, 2039.

- The owners of properties who abandon septic systems in Town must:
    - Pay required availability and related fees to the Town.
    - Open a sewer billing account with the Town.
    - Connect to the sewage collection system at the owner's cost.
    - Abandon the septic system in accordance with Virginia Department of Health requirements.

These findings were made by a vote of the majority of the Town Council assembled in a public meeting on _____. This finding shall be made a part of and attached to the minutes of the meeting at which they were approved.

ATTEST: _____
Erecka L. Gibson, Vice Mayor

DRAFT

ARTICLE I. IN GENERAL

Sec. 17-1. Violation of chapter.

Unless otherwise specifically provided by Federal or Virginia law, a violation of any provision of this chapter shall constitute a Class 2 misdemeanor and any person who violates a provision of this chapter shall be subject to penalties as authorized by §15.2-1429 of the Code of Virginia and as provided in §1.11 of this Code. Nothing herein shall be construed to impose a penalty in excess of that permitted by general law.

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

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

Sec. 17-1.1. Connections, charges, rates, and fees

(a) *Fees and charges.* 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*. All user fees, penalties and charges collected under this chapter shall be used for the sole purpose of constructing, operating or maintaining the treatment works and distribution and collection systems of the town, or the retirement of debt incurred for same and 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. For each connection made to the public water and/or sewer systems, there shall be a charge as set by the council. The council shall set these charges and fees only after a duly adopted resolution specifying charges for residential connections, commercial, institutional, and industrial establishments. 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.

(b) *Mandatory connection.* Every building intended for human habitation or occupancy, or commercial or industrial use, abutting on any street, alley, or right-of-way in which there is or may be located a public water line and/or sewer, is required at the owner's expense to connect to public water and/or sewer, unless expressly excepted under the provisions of this chapter.

(c) *Costs to be borne by owner*. The premise owner shall be responsible for the construction, maintenance, and repair of water service lines from the water meter to the building served and from the sewer main to the building served. The owner/occupant shall indemnify the town from any loss or damage that may directly or indirectly be occasioned by the installation, maintenance, or repair of such connection.

(d) *Severability*. 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.

(e) 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.

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

(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 and for recording extensions of and additions or repairs to the system, including the material, diameter, and approximate location of pipes, laterals, valves, hydrants, manholes, and other appurtenances.

(b) No water supplied by the town shall be introduced into any premises, except under the supervision of the superintendent of public works. No wastewater shall be accepted to the town treatment works, except under supervision of the director of public utilities.

(c) The superintendent of public works or designee shall have supervision over the water distribution and sewer collection systems.

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 storage tank, 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.

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.

Sec. 17-5. Inspection and Administrative Orders Authority

The director of public works and the director of public utilities or their designees are authorized to enter the premises of any user at reasonable times for the purpose of inspection and sampling. Directors are also authorized to issue administrative compliance orders, cease and desist orders, and provide written notices of violation and directives for corrective action consistent with this chapter. The town may recover costs associated with sampling, monitoring, investigation, damage repair, and reasonable attorney's fees as permitted by general law or by order of a court of competent jurisdiction.

Sec. 17-6. Permission of council required for service outside town.

No water shall be supplied to nor wastewater accepted from any person or property outside the corporate limits of the town, except upon express permission granted by the council.

Secs. 17-7—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 distribution system and keep all elements thereof in good order and repair, and maintain maps and installation, maintenance, and repair records in accordance with the Library of Virginia Retention Schedule.

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

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. 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 hardship waiver shall be based upon written findings that connection is physically impracticable or would require extraordinary construction costs disproportionate to the benefit received, and the property owner demonstrates that an alternative potable water source complies with all applicable Virginia Department of Health regulations. A 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) 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, 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, 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.

(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.

(d) 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. The director of utilities shall establish standards for cross-connection control installation and maintenance in accordance with Virginia Department of Health Waterworks Regulations.

(e) It shall be unlawful for any person to drill, own, keep, use, or maintain a private well within the town where public water service is available and connection is required pursuant to subsection (a) 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.

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, the 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 licensed plumber who will be responsible for the work. 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.

Sec. 17-17, 17-18. Repealed.

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 fee, such sum as is prescribed from time to time, by the council, to be collected prior to the meter being placed 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 at any reasonable hour for the purpose of inspecting, repairing, replacing or removing such meter or to take meter readings.

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.

Sec. 17-21. By whom cutoffs made.

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

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.

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.

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 9VAC 25-780-120, § 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 Virginia Erosion and Stormwater Management Regulations 9VAC25-875, Virginia Erosion and Stormwater Management Program (VESMP), and Virginia Runoff Reduction Method Version 4.1 is required.

(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, 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, 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.

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 on construction sites. A Drought bond in an amount designated by the community development director may be established.

iii. 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. Washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes or apartments or other outdoor surfaces is prohibited.

v. Operation of any outdoor fountain or other structure making a similar use of water is prohibited.

vi. Filling of swimming and/or wading pools is prohibited. Topping off of pools is permitted.

vii. Use of water from fire hydrants for any purpose other than fire suppression, water distribution system flushing, or other public emergency, is prohibited.

EMERGENCY— When a twenty-percent reduction or more in available water supply is observed, the following are mandatory restrictions

a. Mandatory water restrictions.

i. Residents/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 shall be enforced, unless modified in this section.

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. Car washing or outdoor washing is prohibited. 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. Lawn and landscape watering is prohibited, except the use of gray water for plants, shrubs, and gardens in accordance with Virginia Department of Health and Virginia Department of Environmental Quality standards. Grey water is clean waste water, such as from kitchen, bathroom (including water from bathtubs, showers, and sinks, but not from toilets), and clothes washers. This water can be reused or recycled with little or no treatment for landscape irrigation and other nonpotable uses.

vii. 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.

(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, not less than 72 hours after first 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, not less than 72 hours after first offense: Disconnection of service

c. Third offense : Disconnection of service and initiation of legal action

(5) Immediate termination may occur when continued usage presents a threat to public health, safety, or system integrity.

(6) Reconnect fees shall apply to any customer whose service was disconnected under in response to a violation of the emergency declaration.

(7) Town manager may, in accordance with this chapter, initiate legal action against flagrant and/or repeat offenders of any declaration.

(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), be guilty of a Class 2 misdemeanor, or be subject to such civil penalty as may be authorized by general law in accordance with §15.2-1429 of the Code of Virginia. Each act or each day's continuation of the violation shall be considered a separate offense to the extent permitted by general law. 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. To initiate appeal, the customer shall file a written notice of appeal with the town clerk within ten (10) calendar days of the decision. The town council shall hear the matter at their next regularly scheduled meeting, subject to open meeting and notice requirements of VA § 2.2-3707.

(2) If a customer wishes to appeal any decision by the town council, they may present their case before the circuit court. Any person aggrieved by a final decision of the town council may seek judicial review in a court of competent jurisdiction as provided by Virginia law.

(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 town website.

Secs. 17-26—17-33. Reserved.

ARTICLE III. SEWERS AND SEWAGE DISPOSAL

Sec. 17-34. General provisions.

(a) 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 regulation of sewer construction, control of the quantity and quality of wastewater discharged, wastewater pretreatment, fair and reasonable distribution of costs, assurance that existing customers' capacity will not be preempted, issuance of user permits, minimum sewer connection standards and conditions, and penalties and other procedures in cases of violation of this chapter.

(b) 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) Except as otherwise provided herein, the director of public utilities and director of public works shall administer, implement, and enforce the provisions of this chapter. 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.

(d) It shall be unlawful for any person to place, deposit, or permit to be deposited any human or animal excrement, garbage, or other objectionable waste in any condition that may be considered as an unsanitary or unhygienic manner on public or private property within or in any area under the jurisdiction of the Town of Berryville

(e) It shall be unlawful under VA Code §62.1-44.5 and 9VAC25-31 to discharge without a Virginia Pollutant Discharge Elimination System (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.

(f) 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.

(g) The owner of any house, building, or property which is used for residential, commercial, and/or industrial 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 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.

(h) 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 works or designee, 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 above, the director shall observe all safety and occupational rules established by the owner or occupant of the property and applicable to the premises.

Sec. 17-35. Definitions.

(a) 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 Environment Federation, Copyright 1969*.

(b) Specific definitions. Unless the context of usage indicates otherwise, the meaning of specific terms in this chapter shall be as provided in 40 CFR Part 403 and as follows:

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

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 Section 307 of the Act, which apply to specific categories of industrial users.

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

Director shall mean the town director of public utilities, the director of public works, or 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 each and every industry, 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 fats, oils, greases, and the solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, and serving of foods.

Indirect discharge shall mean the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307 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.

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

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

VPDES shall mean Virginia Pollutant Discharge Elimination System permit program

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, radioactive material, heat wrecked or discarded equipment, rock, sand, dirt, municipal, agricultural and industrial waste, fats, oils, greases, and certain characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor).

POTW, *publicly owned treatment works* shall mean the Town of Berryville Wastewater Treatment Works. Sewers, pipes, or other conveyances are included in this definition if they convey wastewater to a POTW providing treatment.

Pretreatment shall mean the reduction 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 are is 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, excluding sanitary, noncontact cooling and boiler blowdown wastewater, of twenty-five thousand (25,000) gallons or more per average work day, and/or

(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, and/or

(3) Is subject to categorical pretreatment standards, and/or

(4) Has significant impact, either singularly or in combination with other significant dischargers, to adversely affect treatment works or the quality of its effluent.

Significant Noncompliance shall have the meaning set forth in 40 CFR 403.8(f)(2)(viii)

Slug Control Plan A plan of facilities or operating procedures, provided and maintained at the owner or user's own cost and expense, to prevent accidental discharge of prohibited materials (“slug load”). Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the town for review.

Slug load shall mean any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standard 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.

Surface water shall mean state waters under VA Code §62.1-44.3.

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.

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.

Sec. 17-36. Repealed

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) The owner of a residential establishment (CLASS I) or industrial establishment (CLASS II) 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 and inspection(s) as required, and payment of inspection and permit fees. Connection 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.

(c) Connections to a storm sewer shall also 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, Berryville Construction Standards and Specifications Manual, and the approval of the directors of public works.

(d) A separate and independent building sewer shall be provided for every building except where one 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 building sewer. The town assumes no obligation or responsibility for damage caused by or resulting from any single building sewer which serves two 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.

(e) 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.

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

(g) 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. These drains shall discharge to natural outlets or storm sewers.

(h) 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) 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 inspection(s) and testing as deemed necessary by the director shall be made by the director of public works or designee.

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

(k) 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.

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

(a) No user shall introduce any pollutants into the town's treatment works which will pass through the plant to the detriment of receiving water or interfere with the operation or performance of the treatment facilities. 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:

(1) Create a fire or explosion hazard, contain including, but not limited to, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or produce a waste stream with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit or sixty (60) degrees Centigrade using test methods specified in 40 CFR 261.21;

(2) Cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities., but in no case discharges with the following properties:

(3) have a pH lower than 5 or higher than 12;

(4) Cause obstruction to the flow in sewers, or other interference with the operation of treatment facilities due to accumulation of solid or viscous materials;

(5) Constitute a rate of discharge or substantial deviation from normal rates of discharge, ("slug load") sufficient to cause interference in the operation and performance of the treatment facilities;

(6) 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 65 degrees Celsius or the temperature of the influent to the treatment facilities to exceed 40 degrees Celsius;

(7) Contain floatable oils, fat, or grease;

(8) 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;

(9) Contain radioactive wastes in harmful quantities as defined by applicable state and federal regulations;

(10) Contain any garbage that has not been properly shredded;

(11) 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;

(12) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through;

(13) Any trucked or hauled pollutants except at designated discharge points.

(b) 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, subject to Department of Environmental Quality (DEQ) oversight and as provided under 40CFR403.5(c).

(c) The town's technically derived local limits shall be developed through a technical evaluation and be subject to Department of Environmental Quality review and approval. Once approved and adopted, these local limits shall constitute enforceable pretreatment standards. The director shall periodically review and update such limits to ensure protection of the treatment works and compliance with the town's VPDES permit. In the event that the federal government federal or state law 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 this section if they are more stringent.

(d) 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. The director shall notify any industrial user affected by the provisions of this section and establish an enforceable compliance schedule for each.

(e) No person shall discharge trucked hazardous wastes to the town's treatment works.

(f) 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.

(g) In establishing discharge restrictions upon users, the director shall take into account already implemented or planned water and energy 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, adjustments may be made to discharge restrictions, based on concentrations to reflect the conservation steps.

(h) 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.

(i) Director may require monitoring, reporting, or control of emerging contaminants or pollutants of concern, including but not limited to per-and polyfluoroalkyl substances (PFAS), where necessary to protect the treatment works or comply with state of federal regulations.

(h) Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this chapter. The director shall evaluate each Significant Industrial User at least once every two (2) years to determine whether a Slug Control Plan is required. Where required, such plan shall contain, at minimum, procedures for spill prevention, notification, and emergency response.

(1) 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 ("slug control plan"), and shall be approved by the town before connection to sewer. In the case of an accidental discharge, it is the responsibility of the user to immediately 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 in a 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.

Sec. 17-39. Industrial dischargers.

(a) 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.

(b) 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.

(c) Information and data on an industrial user obtained from reports, questionnaires, permit applications, permits, monitoring programs, and inspections shall be available to the public or other governmental agency without restriction, as required under 40CF403.14 and Virginia Code §2.2-3700, 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. Effluent data will not be recognized as confidential.

(d) 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:

(1) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer;

(2) Limits on the average and maximum wastewater constituents and characteristics;

(3) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

(4) Requirements for installation and maintenance of inspection and sampling facilities;

(5) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

(6) Compliance schedules;

(7) Requirements for submission of technical reports or discharge reports;

(8) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the town, and affording the town access thereto;

(9) 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;

(10) Requirements for immediate notification of slug discharges;

(11) Other conditions as deemed appropriate by the town to ensure compliance with this chapter; and

(12) Statement of applicable remedies.

(e) 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. 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:

(1) Name, address, and location, (if different from address);

(2) North American Industry Classification System (NAICS) code;

(3) 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

of which shall be performed in accordance with procedures established by the EPA pursuant to Section 304 of the Act and contained in 40 CFR, Part 136, as amended;

` (4) Time and duration of contribution;

(5) Average daily and peak wastewater flow rates, including daily, monthly and seasonal variations, if any;

(6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by their size, location and elevation;

(7) Description of activities, facilities, and plant processes on the premises including all materials which are or could be discharged;

(8) 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 operational and management practices and/or additional pretreatment is required for the user to meet applicable pretreatment standards;

(9) If additional pretreatment and/or operational and management practices 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 schedule shall contain increments of progress in the form of dates for the commencement and completion. No increment referred to in this schedule shall exceed one (1) year.

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.

(10) Each product produced by type, amount, process or processes and rate of production;

(11) Type and amount of raw materials processed (average and maximum per day);

(12) Number of type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(13) 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. All reports must be signed by the permit holder.

(f) Within one hundred eighty 180 days 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. Where a user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a user permit as required under this section, 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 town within one hundred eighty (180) days after the promulgation of an applicable federal categorical pretreatment standard, the information required by the revision.

(g) User permits shall be issued for a specified time period, not to exceed five (5) years. The user shall apply for permit reissuance a minimum of one hundred eighty (180) days prior to the expiration of the permit. The terms and conditions of the permit may be subject to modification by the town during the term of the permit if just cause exists. The user shall be informed of any proposed changes in the 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.

(h) User permits are issued to a specific user for a specific operation. A user permit shall not be reassigned, 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.

(i) All monitoring records, reports, and documentation shall be retained for a minimum of three (3) years, or longer if enforcement action is pending.

(j) 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 . The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operational practices 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 required sampling and analysis of the discharge.

(k) Any user subject to a pretreatment standard 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.

(l) 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. The frequency of monitoring shall be prescribed in the permit. All analysis shall be performed

in accordance with procedures established by the Environmental Protection Agency and Virginia Department of Environmental Quality, pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto.

(m) 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. Where the director determines access and equipment for monitoring or measuring Class II wastewater discharges is not practicable, reliable, or cost effective, alternative methods of determining the characteristics of the wastewaters discharge may be established.

(n) 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. Costs of analyses performed by an independent laboratory at the option of discharger shall be borne directly by the discharger.

(o) Fees for any given measurement, test, or analysis of wastewater 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.

(p) 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.

(q) The town shall annually publish, in a newspaper of general circulation, a list of Industrial Users that were in Significant Noncompliance during the previous twelve (12) months, in accordance with federal pretreatment regulations.

Sec. 17-40. Pretreatment.

(a) 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:

(1) Pretreatment by the user or discharger to a condition acceptable for discharge to the treatment works;

(2) Control over the quantities and rates of discharge;

(3) The development of compliance schedules to meet any applicable pretreatment requirements;

(4) The submission of reports necessary to assure compliance with applicable pretreatment requirements;

(5) Inspection, surveillance, and monitoring necessary to determine compliance with applicable pretreatment requirements;

(6) 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

(7) Rejection of the wastewater if evidence discloses that discharge will create unreasonable hazards or have unreasonable deleterious effects on the treatment works or treatment facilities or receiving waters.

(b) 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, economic impact of the alternatives, and 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.

(c) 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.

(d) Persons required to pretreat wastewater in accordance with this section shall provide a statement indicating whether applicable pretreatment requirements are being met on a consistent basis and, if not, describing 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 herein. The plan (including schedules) shall be consistent with applicable conditions of the town's permit or other local, state or federal laws.

Sec. 17-41. Wastewater service charges.

(a) 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) 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.

(c) 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.

(d) The actual average water use by each residential user (Class I) 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.

Sec. 17-42. Enforcement.

(a) 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 after notice has been given, the town shall take such steps as the town deems necessary, including immediate severance of the sewer connection and/or the seeking of legal and equitable relief in the circuit court. 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) Any user who violates the conditions of this ordinance, or applicable state and federal regulations, is subject to having their permit revoked, in accordance with the procedures of this chapter, for:

(1) Failure of a user to promptly and factually report the wastewater constituents and characteristics;

(2) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or

(3) Violation of other conditions of the permit.

(c) 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 and requirements for correction. 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.* 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. 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:

(1) request the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

(2) Take the evidence;

(3) Transmit a report of the evidence and hearing, including transcripts and other evidence;

(4) At any hearing held pursuant to this chapter, testimony taken must be under oath and recorded.

After the director has reviewed the evidence, the director 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) *Appeals.* A permit holder may appeal a decision of the director to the town council by filing a written appeal request with the town clerk within ten (10) calendar days of the decision. The town council shall hear the matter at their next regularly scheduled meeting, subject to open meeting and notice requirements of VA § 2.2-3707.

(f) *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 designee for purposes of inspection, the town attorney may commence an action for appropriate legal and/or equitable relief in the circuit court.

(g) *Penalties*. Any person or user that violates the provisions of this chapter or a user/discharge permit hereunder shall be subject to a penalty of five thousand dollars ($5,000.00)) per day or as provided in Va Code §15.2-1429 and Va Code §62.1-44.23 et seq., per violation per day, and/or shall, upon conviction, be guilty of a Class II misdemeanor for each day the violation continues. Each day, or portion thereof, a violation continues shall constitute a separate violation.

(h) 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.

Sec. 17-43. Private sewage disposal.

(a) Where a public sanitary sewer is not available under the provisions of this section, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article and Virginia Department of Health requirements under 12VAC5-610. 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.

(b) The type, capacities, location and layout of a private sewage disposal system shall comply with all requirements 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.

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.

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* and the *Construction Standards and Specifications Manual* 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 of public works or designee, and the required permit has been obtained.

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.

(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.

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

ARTICLE IV. WATER AND SEWER SERVICE CHARGES

Sec. 17-49. Rates—For water service.

The charges for water furnished by the town shall be based on one hundred 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.

Sec. 17-50. Rates—For sewer service.

Charges for sewer services rendered by the town shall be based upon one hundred 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.

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 they do 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.

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.

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.

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 fifteen (15) days after the date of the statement.

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.

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 fifteen (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 they have been over-assessed may have the 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 over-register, 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.

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 on or before the due date represented on the statement.

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

If the statement for water and sewer service is not paid within 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.

Chapter 17
WATER, SEWERS AND SEWAGE DISPOSAL[1]

ARTICLE I. IN GENERAL

Sec. 17-1. Violation of chapter.

Unless otherwise specifically provided by Federal or Virginia law, a violation of any provision of this chapter shall constitute a Class 2 misdemeanor and any person who violates a provision of this chapter shall be subject to penalties as authorized by §15.2-1429 of the Code of Virginia and as provided in §1.11 of this Code. Nothing herein shall be construed to impose a penalty in excess of that permitted by general law.

Sec. 17-1.1. Charges, rates, and fees

Every building intended for human habitation or occupancy, or commercial or industrial use, abutting on any street, alley, or right-of-way in which there is or may be located a public water line and/or sewer, is required at the owner's expense to connect to public water and/or sewer, unless expressly excepted under the provisions of this chapter. INSERT CROSS REFERENCE LATER IN REVIEW PROCESS.

For each connection made to the public water and/or sewer systems, there shall be a charge as set by the council. The council shall set these charges and fees only after a duly adopted resolution specifying charges for residential connections, commercial, institutional, and industrial establishments.

The premise owner shall be responsible for the construction, maintenance, and repair of water service lines from the water meter to the building served and from the sewer main to the building served. The owner/occupant shall indemnify the town from any loss or damage that may directly or indirectly be occasioned by the installation, maintenance, or repair of such connection.

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.

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[1]Editor'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 responsible for water filtration and wastewater treatment, § 2-53; 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.

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.

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.

(2) All user fees, penalties and charges collected under this chapter shall be used for the sole purpose of constructing, operating or maintaining the treatment works and distribution and collection systems 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.

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

(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 and for recording extensions of and additions or repairs to the system, including the material, diameter, and approximate location of pipes, laterals, valves, hydrants, manholes, and other appurtenances.

(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. No wastewater shall be accepted to the town treatment works, except under supervision of the director of public utilities.

(c) The superintendent of public works or designee shall have supervision over the water distribution and sewer collection systems.

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, tamper, or interfere with any water main or service pipe, water storage tank, 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.

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.

Sec. 17-5. Inspection and Administrative Orders Authority

The director of public works and the director of public utilities or their designees are authorized to enter the premises of any user at reasonable times for the purpose of inspection and sampling. Directors are also authorized to issue administrative compliance orders, cease and desist orders, and provide written notices of violation and directives for corrective action consistent with this chapter. The town may recover costs associated with sampling, monitoring, investigation, damage repair, and reasonable attorney's fees as permitted by general law or by order of a court of competent jurisdiction.

Sec. 17-6. Permission of council required for service outside town.

No water shall be supplied to nor wastewater accepted from any person or property outside the corporate limits of the town, except upon express permission granted by the council.

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 distribution system. shall keep all elements thereof in good order and repair, and maintain maps and installation, maintenance, and repair records in accordance with the Library of Virginia Retention Schedule

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

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 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 hardship waiver shall be based upon written findings that connection is physically impracticable or would require extraordinary construction costs disproportionate to the benefit received, and the property owner demonstrates that an alternative potable water source complies with all applicable Virginia Department of Health regulations. A 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. 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, 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.

(b) 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. The director of utilities shall establish standards for cross-connection control installation and maintenance in accordance with Virginia Department of Health *Waterworks Regulations*.

(d)

(e) It shall be unlawful for any person to drill, own, keep, use or maintain a private well within the town where public water service is available and connection is required pursuant to subsection (a) 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.

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, the 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.

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 fee, such sum as is prescribed from time to time, by the council, to be collected prior to the meter being placed 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.

Sec. 17-20. Property owner or occupant responsible for expense of 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 replaced or repaired at the expense of such owner or occupant.

Sec. 17-21. By whom cutoffs made.

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

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.

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.

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; and as authorized by § 15.2-923 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 Virginia Erosion and Stormwater Management Regulations (9VAC25-875), Virginia Erosion and Stormwater Management Program (VESMP), and Virginia Runoff Reduction Method Version 4.1 is required, including:

(1) Preserve established vegetation on construction sites.

(2) Establish new vegetation to stabilize construction sites while conserving water.

(3) Stabilize construction sites using nonvegetative methods.

(4) Research other water conservation resources as identified on the bulletin.

(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 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:

a. Voluntary water conservation.

    i. Residents/businesses are asked to review their water usage 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. A drought bond in an amount designated by the community development director may be established.

    iii. 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. Washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes or apartments or other outdoor surfaces is prohibited.

    v. Operation of any outdoor fountain or other structure making a similar use of water is prohibited.

    vi. Filling of swimming and/or wading pools is prohibited. Topping off of pools is permitted.

    vii. Use of water from fire hydrants for any purpose other than fire suppression, water distribution system 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 shall be enforced, unless modified in this section.

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.

vi. Lawn and landscape watering is prohibited, except the of gray water for plants, shrubs and gardens in accordance with Virginia Department of Health and Virginia Department of Environmental Quality standards. Definition of gray water:

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

vii. 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, not less than 72 hours after first 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, not less than 72 hours after first offense	Disconnection of service

(5) Immediate termination may occur when continued usage presents a threat to public health, safety, or system integrity.

(6) Reconnect fees shall apply to any customer whose service was disconnected in response to a violation of the emergency declaration.

(7) Town manager may, in accordance with this chapter, initiate legal action against flagrant and/or repeat offenders of any declaration.

(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, punished as a Class 2 misdemeanor or in accordance with §15.2-1429 of the Code of Virginia, or subject to such civil penalty as may be authorized be general law). Each act or each day's continuation of the violation shall be considered a separate offense to the extent permitted by general law. 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. To initiate appeal, the customer shall file a written notice of appeal with the town clerk within ten (10) calendar days of the decision. The town council shall hear the matter at their next regularly scheduled meeting, subject to open meeting and notice requirements of VA § 2.2-3707.

(2) Any person aggrieved by a final decision of the town council may seek judicial review in a court of competent jurisdiction as provided by Virginia law.

(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, telephone contacts, and/or town website.

Secs. 17-26—17-33. Reserved.

ARTICLE III. SEWERS AND SEWAGE DISPOSAL

Sec. 17-34. General provisions.

(a) The definitions of terms used in this chapter are found in §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, 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.

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.

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 VA Code §62.1-44.5 and 9VAC25-31 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.

(d)

(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 or 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)

Sec. 17-35. Definitions.

(a) *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 Environment Federation, Copyright 1969.

(b) *Specific definitions.* Unless the context of usage indicates otherwise, the meaning of specific terms in this chapter shall be as provided in 40 CFR Part 403 and as follows:

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

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 of the Act, which apply to specific categories of industrial users..

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 or the director of public works or 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 each and every 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 fats, oils, greases, and solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, and serving of foods.

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.

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), as amended.

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

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, radioactive material, heat wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial waste, fats, oils, greases, 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 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, to adversely affect treatment works or the quality of its effluent.

Significant Noncompliance shall have the meaning set forth in 40 CFR 403.8(f)(2)(viii).

Slug load shall mean any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standard in 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 are not intended to be transported to a treatment works.

Surface water shall mean state waters under VA Code §62.1-44.3.

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.

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.

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

(a)

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)

(2) The owner of a residential establishment (CLASS I) or industrial establishment (CLASS II) 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, inspection(s) as required, and payment of inspection and permit fees. Connections to a storm or sanitary sewer shall also 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, Berryville Construction Standards and Specifications Manual, and the approval of the Directors of public works and public utilities.

(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, 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)

(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 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.*

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. These 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 the 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.

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

(a)

(b)

(c) *Restricted discharges.*

(1) No user shall introduce any pollutants into the town's treatment works which will pass through the plant to the detriment of receiving water or interfere with the operation or performance of the treatment facilities. 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:

i. Create a fire or explosion hazard, contain flammable or explosive liquid, solid, or gas, or produce a waste stream with a closed cup 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.

iii. have a pH lower than 5 or higher than 12

iii. Cause obstruction to the flow 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 load" "), 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.

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, subject to Department of Environmental Quality (DEQ) oversight and as provided under 40CFR403.5(c)

(d) Local limits

The town's technically derived local limits shall be developed through a technical evaluation and be subject to Department of Environmental Quality review and approval. Once approved and adopted, these local limits shall constitute enforceable pretreatment standards. The director shall periodically review and update such limits to ensure protection of the treatment works and compliance with the town's VPDES permit.

(d) *Categorical pretreatment standards.*

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. The director shall notify any industrial user affected by the provisions of this section and establish an enforceable compliance schedule for each.

(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 or she 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.

viii. monitoring, reporting, or control of emerging contaminants or pollutants of concern, including but not limited to per-and polyfluoroalkyl substances (PFAS), where necessary to protect the treatment works or comply with state of federal regulations.

(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 ("slug control plan"), and shall be approved by the town before connection to sewer. 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.

(4) The director shall evaluate each Significant Industrial User at least once every two (2) years to determine whether a Slug Control Plan is required. Where required, such plan shall contain, at minimum, procedures for spill prevention, notification, and emergency response.

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 will be considered confidential except as required under 40CF403.14 and Virginia Code §2.2-3700. Effluent data will not be recognized as confidential

(2) Where a person owns, operates or occupies properties designated as an industrial discharger at more than one 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.

(b) *User permits.*

(1)

(2) 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.

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. North American Industry Classification System (NAICS) code;

iii. Wastewater constituents and characteristics including, but not limited to, those mentioned in 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 operational and management practices and/or additional pretreatment is required for the user to meet applicable pretreatment standards;

ix. If additional pretreatment and/or operational and management practices 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 schedule shall contain increments of progress in the form of dates for the commencement and completion. No increment referred to in this schedule shall exceed one (1) year.

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.

a.

b.

c.

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 one hundred eighty 180 days 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 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 town within one hundred eighty (180) days after the promulgation of an applicable federal categorical pretreatment standard, the information required by the revision

(4)

(5) Apermit may be issued for a period less than five (5) years 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 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, 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.

(7) All monitoring records, reports, and documentation shall be retained for a minimum of three (3) years, or longer if enforcement action is pending.

(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 .The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional operational practices and/or pretreatment is necessary to bring the user into compliance. In addition, the report shall contain the results of any sampling and analysis of the discharge as Required by the permit.

(2) Any user subject to a pretreatment standard 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 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. The frequency of monitoring shall be prescribed in the permit. All analysis shall be performed in accordance with procedures established by the Environmental Protection Agency and Virginia Department of Environmental Quality. 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

(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 reflect only direct cost. Costs of analyses performed by an independent laboratory at the option of discharger shall be borne directly by the discharger.

(6) The director or designee shall have the right to enter the premises of any user at reasonable times for the purpose of inspection, sampling, examination of records, and installation of monitoring equipment. Users shall allow the town to copy records and shall provide immediate access to all required documentation.

(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.

(f) The town shall annually publish, in a newspaper of general circulation, a list of Industrial Users that were in Significant Noncompliance during the previous twelve (12) months, in accordance with federal pretreatment regulations.

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 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 or receiving waters.

(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.

(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 indicating whether applicable pretreatment requirements are being met on a consistent basis and, if not, describing 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 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 federal or state law 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 this section if they are more stringent.

(e) *Certification.* All reports and permit applications must be signed by the industrial user's authorized representative.

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.

(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 this section 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 subsectionbelow.

(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) 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.)

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 after notice has been given, the town shall take such steps as the town deems 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 conditions of this ordinance or applicable state and federal regulations, is subject to having permit revoked, in accordance with this chapter for:

(1) Failure of a user to factually report the wastewater constituents and characteristics of 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 and requirements for correction.

(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:

i. 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;

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. The transcript will be made available to any member of the public or any party to the hearing upon payment of the transcription costs.

(4) After the director has reviewed the evidence, the director e 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) Appeals A permit holder may appeal a decision of the director to the town council by filing a written appeal request with the town clerk within ten (10) calendar days of the decision. The town council shall hear the matter at their next regularly scheduled meeting, subject to open meeting and notice requirements of VA § 2.2-3707.

(f) *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 designee for purposes of inspection, the town attorney may commence an action for appropriate legal and/or equitable relief in the circuit court.

gf) *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 five thousand dollars ($5,000.00) or the maximum amount authorized by Virginia law, per violation per day. . Or as provided in Va Code §15.2-1429 and Va Code §62.1-44.23 et seq.

(2) .

(h) *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.

Sec. 17-43. Private sewage disposal.

(a) Where a public sanitary sewer is not available under the provisions of this section the building sewer shall be connected to a private sewage disposal system complying with the provisions of this articleAnd Virginia Department of Health requirements under 12VAC5-610. The type, capacities, location and layout of a private sewage disposal system shall comply with all requirements 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.

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.

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.

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 director of public works or designee, and the required permit has been obtained.

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, shall immediately become the property of the Town of Berryville.

(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.

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

ARTICLE IV. WATER AND SEWER SERVICE CHARGES[2]

Sec. 17-49. Rates—For water.

The charges for water furnished by the town shall be based on one hundred 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.

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.

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.

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.

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.

[2]State 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 fifteen (15) days after the date of the statement.

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.

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 fifteen (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 they have been overassessed may have the 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.

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 on or before the due date represented on the statement. .

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

If the statement for water and sewer service is not paid within 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.

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VDH VIRGINIA DEPARTMENT OF HEALTH
To protect the health and promote the well-being of all people in Virginia

Onsite Sewage System Owner Responsibilities

Owning a home served by an onsite sewage (septic) system comes with certain owner responsibilities. Most of these are common sense and in keeping with the maintenance of other household systems such as electrical, heating and cooling components, appliances, roofs, and so forth. Other responsibilities will be associated with operating permits and applicable laws. Let's walk through it.

Care and Maintenance of Your Onsite System

The average lifespan of a septic system is 30 to 40 years, but it can last longer if properly maintained. VDH joins with the EPA to urge you to be "SepticSmart"

THINK AT THE SINK: Consider what you put into your toilet and sink and the impact it may have on your system. Many common household items can either clog your system or kill the microbes that treat the wastewater. "Cloggers" include diapers, baby wipes, cat litter, cigarettes, coffee grounds, grease, and feminine hygiene products. "Killers" include household chemicals, gasoline, oil, pesticides, antifreeze, paint, and high amounts of anti-bacterial soaps and detergents.

DON'T STRAIN YOUR DRAIN: The less water you use, the less your septic system has to work. Stagger the use of appliances, use high efficiency plumbing fixtures, and repair any leaks in your home. However, some alternative onsite sewage systems require a minimum amount of flow to operate properly. For more information, go to https://www.epa.gov/watersense/. If you have an alternative onsite sewage system, discuss impacts that low flow or intermittent use might have on your system with your operator.

SHIELD YOUR FIELD: Learn where your septic system is located, and keep your car and anything heavier than your lawnmower off your septic tank and drainfield. Eliminate or limit the use of a garbage disposal. This will significantly reduce the amount of fats, grease, and solids that enter your septic system and could clog your drainfield. Plant trees away from the drainfield since tree roots can clog the field and cause the system to fail. Keep excess water from irrigation, significant rainfall, or drains off the drainfield.

Inspect and Pump Frequently

Having a septic tank pumped and alternative onsite sewage system maintained at appropriate intervals is as critical as changing the oil in a car. VDH recommends that the average household septic system be inspected at least every three years by a septic service professional. However, alternative onsite sewage systems are required to be inspected at least annually by a licensed operator. Four major factors influence the frequency of septic pumping:

- Household size
- Total wastewater generated
- Volume of solids in wastewater
- Septic tank size

When you call a septic service provider, he or she will inspect for leaks and examine the scum and sludge layers in your septic tank.

SAFETY TIP

An annual septic tank inspection is an excellent time to consider retrofitting at-grade or above grade access ports with a tamper proof and child resistent lid fitted with an interior removable grate or similar secondary feature.

Household septic tanks should be pumped every three to five years. Why?

1. To prevent too much sludge from accumulating in the tank, which prevents settling before sewage flows to the drainfield.
2. To maximize the life of the septic tank.
3. To prevent the discovery of a septic system failure by the experience of untreated sewage backing up into the house.

Pump outs are legally *required* in some localities. For example, pump outs are required no less frequently than every five years for systems located in Chesapeake Bay Preservation Areas (although some localities may accept an inspection report performed by a licensed or certified expert in lieu of a pump out). A "Chesapeake Bay Preservation Area" means any land designated by a local government as a Resource Protection Area (RPA) or a Resource Management Area (RMA). Contact your local government for maps of RPAs and RMAs in your community. Other localities or even homeowner associations may have requirements mandating the frequency of pump outs for septic tanks in certain sensitive areas such as near recreational waters or caves. As a homeowner, you are responsible for being aware of all such requirements.

FIND A SERVICE PROVIDER

VDH has a septic professional locator that makes it easy to find service professionals in your area; https://www.vdh.virginia.gov/environmental-health/onsite-sewage-water-services-updated/septic-system-and-private-well-service-providers/ . The service provider should note maintenace completed and the tank condition in your system's service report. VDH recommends that you keep maintenance records on work performed on your septic system.

Alternative Systems

Frequently Asked Questions about your AOSS

Alternative onsite sewage systems (AOSS) have associated performance requirements, including requirements for groundwater protection; laboratory sampling and monitoring; and field measurements, sampling and observations. Owners of AOSS have the responsibility to:

1. Have the AOSS operated and maintained by a licensed operator. This will generally involve a service contract.
2. Ensure that the operator visits the system at the frequency identified in the operating permit; at least annually.
3. Ensure the operator collects required samples.
4. Keep a copy of the log provided by the operator where the AOSS is located (may be electronic or hard copy), make the log available to the VDH upon request, and make reasonable effort to transfer the log to any future owner.
5. Follow the Operation and Maintenance (O&M) Manual and keep a copy of the O&M Manual on the property where the AOSS is located (may be electronic or hard copy), make the O&M Manual available to the VDH upon request, and make reasonable effort to transfer the O&M Manual to any future owner.

Alternative systems with electrical float switches, pumps, or mechanical components should be inspected more often than conventional systems. If the AOSS is equipped with an alarm and the alarm goes off, immediately contact your service provider.

Last Updated: September 11, 2024

How Long Do Septic Tanks Last? Here's the Average Lifespan

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Written by **Deane Biermeier**
Contributing Writer

Updated Oct 23, 2025

Highlights

- Most septic tanks last **15 to 50 years**, depending on material, usage, and environment.
- Schedule annual inspections **($200 to $900)** to catch issues before they become costly.
- Call a pro if you notice slow drains, bad smells, or other plumbing changes.
- Septic repairs cost **$630 to $3,040**, but full replacements range from **$2,910 to $18,600**.
- Check your septic system warranty before scheduling major work.

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Whether you're installing a new system or wondering whether it's time to replace your current one, you're likely wondering: How long do septic tanks last? The average lifespan of a septic tank is between 15 and 50 years. Type, usage, size, and even the soil type in which it rests all play a role in a septic tank's longevity. However, knowing how the system works and following proper maintenance techniques can help you maximize its potential.

How Long Does a Septic Tank Last?

The primary factor that determines how long a septic tank can last is the material it's made of. In some cases, where the tank is concrete, properly installed, and expertly maintained, homeowners can get well over the average lifespan out of their systems. However, most systems last between 15 and 50 years, max. Concrete, steel, and plastic or poly are the most common materials for the various types of septic systems available.

Septic Tank Material	Average Lifespan (Years)
Concrete	40–50

Septic Tank Material	Average Lifespan (Years)
Plastic	30–40
Steel	15–20

Factors Influencing How Long Your Septic Tank Can Last

Several other factors also influence how long your septic tank and system can last. Here are the big five.

Material

Provided proper installation and maintenance are a given, concrete septic tanks outlive the other common septic tank materials, including steel and plastic. Concrete is more durable than the others, and because of its immense weight, it's less prone to damage by ground movement or soil weight.

Concrete is also the most expensive option for installing your system due to the need for extra labor and heavy lifting equipment during the process. However, a concrete septic tank can last between 40 and 50 years. A plastic option can last up to 40 years and a steel version up to around 20 years.

Installation

Regardless of the type and material of the tank you install, proper installation is a must to maximize its lifespan potential. Hiring a local septic tank company with area-specific knowledge and skills is essential to getting the most out of your system.

Soil Type

The type of soil your septic tank rests in can affect its lifespan. While concrete septic tanks outperform other tank materials where the groundwater table is high, plastic ones perform better and won't corrode in highly acidic soil.

Usage

It's no surprise that the more usage your septic tank sees, the more strain the system must endure, which can reduce its lifespan. Installing the proper size system for your home's needs is crucial for maximizing its number of usable years.

Maintenance

Maintaining your septic system to the best of your ability is the best way to ensure its longevity. A septic system inspection costs between **$200 and $900** and is well worth spending every three to five years. Your inspector can check if the septic tank is full and advise how often to pump your septic for the best results and a long lifespan.

Angi Tip

Pumping your septic tank every three to five years is one of the most important septic maintenance tasks. When you combine that with flushing only approved items (toilet paper and waste) and avoiding driving over your drain field, you have a recipe for a long-lasting septic system.

Kassidy Barber
Content Editor, Angi

Read more

What's the Difference Between a Septic Dry Well vs. a Leach Field?

Signs It's Time to Replace Your Septic Tank

Photo: Natalia / Adobe Stock

While only your septic system professional can tell for sure if it's time to replace your septic tank, there are a few signs that the time is approaching.

- Your plumbing is experiencing backups or draining slowly.
- Standing water or odors are lingering around your drain field.
- The vegetation in and around your drain field has a sudden growth spurt.
- Bubbling or gurgling sounds are coming from your plumbing systems.
- Your system is older than its expected average lifespan.

How to Increase the Lifespan of Your Septic Tank

The more you can avoid putting non-septic-friendly materials and substances into your system and practice efficient water usage, the longer your system will last. Additionally, the better your maintenance plan, including regular inspections, pump-outs, and repairs as necessary, the longer it will be before you need to replace the system.

Read more

Beautify Your Yard With These Septic Tank Landscaping Ideas

Warranties for Septic Tanks

Product warranties for septic tanks come primarily from the manufacturer and cover material defects and general system operation. Many installers also warranty the installation, making shopping around essential.

In some cases, such as buying or selling a property, purchasing a home warranty from a local provider can be worth it to cover some repair expenses. However, it's essential to read and understand the fine print in your contract before signing up for a plan. Home warranty plans have strict guidelines for what is and isn't covered.

Repairing vs. Replacing Your Septic Tank

Deciding whether to repair or replace your septic tank requires professional insight and a thorough inspection. The cost of septic tank repair averages between **$630 and $3,040**, while the price of a new system is between **$2,910 and $18,600**. So, it is practical to make repairs instead of replacing the system.

However, if your septic system requires frequent repairs or if your system is nearing the end of its expected lifespan, replacing it is often the better option.

Frequently Asked Questions

How do I dispose of a septic tank?

While abandoning a tank without treating it and following strict rules is illegal, there are several other ways to dispose of an old septic tank. One standard method is to pump out and crush the tank where it rests and bury it in the soil. Another is to remove it and transport it to a landfill. Finally, if abandonment is the best option, your contractor must pump out the tank and fill it with inert material, such as sand or concrete, depending on local regulations.

How much does it cost to replace a septic tank?

Septic tank services reviews from real Angi homeowners in Winchester, VA

4.9★ avg. • 64 total reviews ⓘ

Rafael C.

★★★★★ **5.0** 07/2022

Rebecca H.

★★★★★ **5.0** 04/2022

Outstanding is what I have to say. I had an 80 gallon water tank seal leak just after dinnertime. The home warranty company that I have a contract with assigned a resourced based out of Silver Spring, MD over 100+ miles away who "supposedly" provided 24x7 emergency service. Needless ...

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Written by **Deane Biermeier**
Contributing Writer

Deane has spent 30+ years in residential construction, contracting, remodeling, maintenance, and home repair, and now contributes DIY and educational articles for publications like Forbes Home and U.S. News. Throughout his career, he has strived to help homeowners find the potential hidden within the walls of every home and empower them to take control of their household repair and remodeling endeavors.

< ALL RESOURCES (/RESOURCES)

WHAT IS THE LIFE EXPECTANCY OF A

SEPTIC TANK IN FAIRFAX, VA

While constructing a septic system in their house, most homeowners can't help but worry about the answer to the question, "what is the life expectancy of a septic tank in Fairfax, VA?" The septic specialists at Advantage Septic Service are fully capable of comprehending this concept.

There is no doubt that while looking at different septic tanks, one of the most crucial aspects to consider is their expected lifespan. To clarify any lingering questions that our customers may have on this topic, we will go through the typical lifespan of each component that makes up a septic system.

In most cases, a conventional septic system (https://en.wikipedia.org/wiki/Septic_tank) will continue to function well for twenty to thirty years. However, this industry guideline of 20-30 years of lifespan can only be expected from well-planned, designed, and maintained septic systems that are not overwhelmed by a massive amount of wastewater.

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DRAIN FIELD: LIFE EXPECTANCY

The drain field of a septic system is often the first component to fail in the whole system. In typical circumstances, a drain field that is only used seldom would have a longer lifespan than one used often. For instance, if just two people live in a home with three bath attached bedrooms, using water-efficient appliances and fixtures and pumping the system regularly, the drain field should survive very long. However, you may shorten the lifetime of a system by flushing toxic chemicals, grease, and food waste down the toilet.

Moreover, the land around the drain field needs to be protected. Water that accumulates in your yard and on your roof should be directed away from the drain field to prevent the soil from getting saturated. On top of the drain field, there should not be any parking or driving, nor should there be any other form of activity that might potentially create soil compaction. While constructing a drain field, it is crucial to keep a safe distance from trees, and large shrubs since the roots of these plants might obstruct the perforated drain pipes.

WHAT IS THE LIFE EXPECTANCY OF A SEPTIC TANK IN FAIRFAX, VA?

Another critical component of a septic system is the septic tank that holds the wastewater. A lifetime of forty years is reasonable to expect from a concrete tank that has been designed properly. Steel tanks often fall apart after 20 years. However, high-quality plastic tanks may survive for up to 40 years.

Keep in mind that several factors might compromise the dependability of any particular septic system. Out of these, some aspects are out of your control, such as the kind of soil or how the system was constructed. On the

other hand, if you take good care of your septic system, you might prolong the number of years—if not decades—that it serves its purpose.

If you want to extend the lifespan of your septic tank, the most important things you can do include regular pumping, efforts to conserve water, and careful monitoring of what gets flushed down the toilet (no chemicals, paints, grease, food scraps, or other trash).

THE IMPORTANCE OF DOING REGULAR MAINTENANCE ON SEPTIC TANKS

The emptying of septic tanks is a vital step in the process of managing and maintaining septic tanks. This means that septic tanks must have their contents drained regularly to function properly. In addition, if you are acquiring a new property with a septic tank, you should look at the property plans to determine the location of the septic tank before you finalize the purchase.

When you have a problem with your septic system and need specialists to look at it, knowing the tank's exact position will make locating it easier. It would be beneficial if you also requested the previous owner for documentation about the septic tank maintenance. After you have purchased the property, these documents will assist you in maintaining the septic tank as per the previous schedule.

However, if the previous owner does not have documents of the septic tank's upkeep, you should think twice before acquiring that property. This is because a septic tank that has not been adequately maintained is a red flag. It can fail to work or collapse at any point, which is more likely when you do not know its correct maintenance schedule. This indicates that you will need to spend significant money to replace it. In other words, you should avoid purchasing a home with a septic tank that has not been correctly maintained.

It is crucial to remember that incorrect disposal of items such as used condoms, sanitary pads, coffee grinds, cigarette butts, and baby wipes into the septic tank may pose severe threats to you and your family's health. Do you know that the life expectancy of a septic tank in Fairfax, VA, relies on how well you take care of it, which includes getting it emptied at regular intervals? Have you ever thought about what may happen if you did not pay the recommended septic tank maintenance as much consideration as you were supposed to?

In such a case, allow us to explain it to you. If the septic tank is not frequently emptied, it risks leaking and being destroyed, resulting in an expensive repair. As a result, it is better to empty the septic tank if you are using it frequently.

Always remember that if the volumes of waste accumulate to an unacceptable level, the septic tanks could overflow. This might potentially lead to a backup in the septic system and be bad for the environment. How may you prevent such unwanted outcomes? The solution is straightforward. Ensure that the septic tank inspection, pumping, and maintenance are done per the schedule. That is all there is to it.

WHAT IS A SEPTIC ALARM? HOW DOES IT WORK?

Septic tank owners are often given regular notifications by a septic tank alarm, allowing them to determine whether to contact a waste disposal truck and get their septic tank pumped out before things get out of hand.

Apart from its principal purpose, septic tank alarms also sound if your septic tank is suddenly filled with water due to heavy rain or a violent storm. Under these circumstances, you could find that you need to do an emergency emptying or repair for your septic system. Keep in mind,

however, that a septic tank alarm may sound for the simple reason that the tank itself or another component of the septic system may need maintenance.

When the float control switch on the septic tank reaches the level programmed into the alarm, the septic tank alarm will sound. When the alarm sounds for the first time, it signals to the owners of the septic tank that they are responsible for removing any solid debris and wastewater from the septic tank as quickly as possible. What happens if the owners cannot remove the tank's contents immediately and a second, higher level is reached?

If this occurs, there will be a second alert. This time, there is a warning about an overfill condition. If anything like this happens, the sewage ejector within the tank is triggered, and it starts pumping out the top layer of the wastewater that the tank holds. This will continue until the level of the float returns to where it should be for safety. The sewage ejector pump will cut off by itself whenever the float level reaches the level that is considered to be safe.

The owners of septic tanks have a widespread but mistaken assumption that if they add water to their tanks on occasion, it will assist in breaking down the particles that are present in the wastewater. This is not true and is entirely fallacious. Adding water is analogous to opening the access door on your septic tank while there is a storm raging outside. By doing so, you will hasten the process of raising the float control switch, which means that you will be compelled to use an unneeded trash collection service.

It is essential to remember that an alarm for a septic system cannot warn owners of all the numerous issues that might arise during the septic tank operation. An alert system, for instance, will allow you to entirely sidestep the problem if your septic tank produces pungent scents.

However, we would not recommend relying only on the alarm system to detect problems with the septic tank. Hiring a professional septic tank maintenance crew like Advantage Septic Service is the most effective method for accomplishing this goal.

CHEMICAL CLEANERS – ARE THEY SAFE FOR YOUR SEPTIC TANK?

The query "what are septic tank safe cleaners?" is one of our customers' most popular inquiries. The plain answer to this question is that cleansers are insufficient to make your septic system perform effectively. Many of our customers are under the impression that various chemicals must be added to a septic system regularly to keep it in perfect functioning order.

Yet, the fact is that your septic system contains a wide range of microorganisms responsible for decomposing waste. You may think of your septic tank as a little ecosystem since the many species that live in it depend on one another for the tank to function correctly.

The addition of chemicals that are not essential will do nothing except cause damage to these microorganisms and diminish the effectiveness of your septic system. Thus, take precautions to avoid eliminating these bacteria by preventing the introduction of excessive amounts of chemical cleansers into your septic system.

The naturally occurring bacteria in the tank are the most critical aspect of any waste treatment system. These microbes digest the biological waste, transforming it into a sludge that sinks to the bottom of the tank. Since these organisms can maintain themselves, there is no need to apply treatments or chemicals to protect them.

Please note that, your septic tank may be unharmed by some cleansers if you use them sparingly and in the recommended amounts. However, this does not imply that you can clean your septic tank all by yourself; you will still need professional assistance.

To do this, you will want the assistance of experts in the area, such as those at Advantage Septic Service. The life expectancy of a septic tank in Fairfax, VA, may be increased by having a professional do routine maintenance

checks on it at regular intervals. This is true regardless of how well you take care of your septic system and maintain it.

However, remember that even though septic systems primarily comprise a biological process, you still need to perform routine maintenance on your septic tank if you want them to function without any issues throughout its lifespan. To ensure that septic tanks continue to function correctly, the professionals at Advantage Septic Service recommend having them drained at least once every two to five years.

COMMON PROBLEMS WITH SEPTIC SYSTEMS

Since the treatment and disposal of the wastewater your family produces depends on a septic system, one of the things you want to avoid the most is a malfunction or overflow in the septic tank. If anything was to go wrong with your septic system, you need to be aware that things may rapidly spiral out of control and create an unpleasant situation.

Because of this, having a working understanding of the typical troubles that may occur with a septic system is always an asset for any homeowner, as it helps them prepare for the worst if it ever becomes necessary. To put it another way, the advantage of having this knowledge cannot be overstated. In the following paragraphs, we have outlined some of the most typical issues with septic systems.

- Soil Movement

Keep in mind that even a little movement in the earth may cause significant problems for your septic system, so be on the lookout for any changes. As a direct consequence, the walls of your septic tank, for instance, can crack or even break. If anything similar occurs, a septic tank will fill up more quickly, and the tank's contents need to be emptied more often. Consequently, maintaining your routine of emptying the unit may become more complex and costly.

- The Existence of Roots from Trees in the Region

Since the roots of trees and bushes may grow through the walls of septic tanks, setting your septic tank in a place that is too close to the trees and shrubs can be troublesome and lead to more frequent repair work. These roots could even harm the pipes that go from the septic tank to your residence sometimes.

- Lack Of Systematic Septic System Maintenance

Despite being the easiest to fix, this is one of the most prevalent difficulties associated with septic systems. All you have to ensure is getting your septic tank inspected and pumped out at scheduled intervals by hiring septic professionals. It is essential to keep in mind that the frequency of pumping out a septic tank may range anywhere from once a year to once every three or four years, depending on the size of the tank and the amount of wastewater it can process at one time.

- Damages Inflicted on Property Due to Car Parking

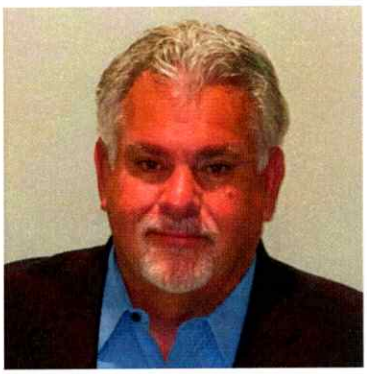
As the owner of the land, it is your duty to be acquainted with the precise location of your septic tank and to take all necessary precautions to ensure that vehicles are never parked directly on top of it. This is because placing more weight on your septic tank may cause it to get severely damaged. If you want to extend the life expectancy of a septic tank in Fairfax, VA, you should always take additional precautions regarding vehicle parking on your property.

Why Should You Pick Our Company to Be Your Septic Service Provider?

Advantage Septic Service has been one of the most well-known septic contractors in Northern Virginia for more than 25 years. Since 1997, Advantage Septic Service has been catering to the requirements of both residential and commercial clients in terms of septic tank cleaning. We take great pride in the fact that our reputation for honesty, fair pricing, and dependability has endured for a long time. Our mission is to provide you with service that is not only quick and efficient but also highly professional and of the best possible standard.

If you have ongoing problems with your septic system and want to speak with the experts at Advantage Septic Service about fixing them, please fill out the contact form on our company's official website with your contact details.

As soon as we get hold of your contact information, we will ensure that one of our specialists will give you a call back at the earliest and that they will offer you a suitable solution to the problem you are having with your septic system.



STUART M. "MIKE" LYNN

Stuart M. "Mike" Lynn is co-founder of SES-Mid Atlantic LLC and a 1987 graduate of Virginia Tech with a B.S. in Soil Science. Alongside his wife, Suzanne, he leads SES, Advantage Septic Service, and Joiner Micro Lab, providing comprehensive onsite wastewater and water system solutions. Mike is a Licensed Professional Soil Scientist and serves as Chair of the Sewage Handling & Disposal Advisory Committee for the Virginia Department of Health.

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540-545-7075

380 Burnt Factory Road,
Stephenson, VA 22656

greatfallsseptic1@gmail.com

540-545-7075

380 Burnt Factory Road, Stephenson, VA 22656

greatfallsseptic1@gmail.com

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How Long Does A Septic System Really Last?

Learn More About Our Services

When you buy or own a home with a septic system, you are essentially managing a piece of underground infrastructure with a finite lifespan. On average, a well-maintained septic system in Northern Virginia will last between 25 and 40 years, but that window is heavily influenced by the materials used and how the system is treated on a daily basis.

Material Durability

- **Concrete Tanks:** These are the industry standard for longevity, often lasting 40 years or more. Their main threat is sulfuric acid corrosion from the inside or shifting soil that causes structural cracks.
- **Plastic/Fiberglass Tanks:** These are rust-proof and highly durable, with a lifespan of 30+ years. However, they are lighter and more susceptible to being crushed if someone accidentally drives a vehicle over the tank area.
- **Steel Tanks:** If your home still has its original steel tank from the 1970s, it is likely nearing its end. These typically rust out within 15 to 20 years and are no longer installed in modern construction.

The "Slow Death" of a Drain Field

In almost all cases, it isn't the tank that fails—it's the drain field. In the heavy clay soils of Great Falls and McLean, the drain field acts as a filter. Over time, a waterproof layer of bacteria and organic solids (known as a bio-mat) builds up at the bottom of the trenches. If the tank isn't pumped regularly, solids escape into the drain field and accelerate

this buildup, essentially "choking" the soil until it can no longer absorb water.

Planning For The Future Of Your System

While you cannot control the soil on your property, you can control the habits that dictate your system's lifespan. Spacing out laundry loads, avoiding harsh chemicals, and maintaining a strict pumping schedule are the most effective ways to push your system toward the 40-year mark. Understanding the current age and condition of your components allows you to plan for upgrades rather than reacting to a total collapse.

If you are unsure of your system's age or want an expert opinion on its remaining lifespan, contact Great Falls Septic Service for a comprehensive system health audit.

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The Ultimate Guide to Septic Installation in Virginia

The Ultimate Guide to Septic Installation in Virginia: Your Most Asked Questions Answered

If you're a homeowner in Virginia or are considering purchasing property that isn't connected to a municipal sewer system, understanding septic systems and their installation is crucial. With many homeowners turning to Google for answers, several common questions tend to emerge regarding septic installation in Virginia. In this blog post, we'll cover these frequently asked questions to provide clarity on a process that can often seem overwhelming.

1. What is a Septic System?

A septic system is an on-site wastewater treatment solution designed to treat and dispose of sewage. The system consists of a septic tank and a drain field. When wastewater flows into the septic tank, solids settle at the bottom, forming sludge, while lighter substances like oils float to the top, creating scum. The liquid effluent in the middle exits the tank and is absorbed by the drain field, where it is further filtered and treated by the soil.

2. When Do I Need a New Septic Installation?

In Virginia, you may need a new septic system installation in several scenarios:

- New Construction: If you're building a new home, you'll need a septic system if there is no access to a public sewage line.
- System Failure: If your existing system is failing (e.g., frequent backups, slow drainage, and odors), a new installation may be necessary.
- Expanding Household: If you anticipate an increase in water usage due to a growing family, an upgrade or new installation might be needed.

3. How Do I Know What Size Septic System I Need?

The size of the septic system is determined based on several factors, including:

- Household Size: The number of people living in your home directly affects the size of the system needed.
- Water Usage: Average daily household water use can influence the design.
- Soil Type and Drainage: Soil characteristics can affect the size of the drain field.

In Virginia, the local health department typically provides guidance and regulations on sizing.

4. What Are the Regulations for Septic Systems in Virginia?

Virginia has stringent regulations governing septic systems. Here are some critical points:

- Permitting: Before installation, you must obtain a permit from your local health department.
- Site Evaluation: A site evaluation is generally required, which assesses soil conditions and system suitability.
- Inspection: The completed installation must undergo inspection to ensure compliance with state and local regulations.

It's essential to work with licensed professionals familiar with Virginia's regulations to avoid complications.

5. How Much Does Septic Installation Cost?

Costs can vary significantly based on various factors, including:

- Location: Installation costs may be higher in urban areas versus rural regions.
- System Type: Conventional systems are typically less expensive than alternative options like a mound system.
- Soil and Site Conditions: Difficult site conditions (such as rocky soil) can increase installation costs.

On average, homeowners in Virginia can expect to budget between $12,000 and $35,000 for a new septic system.

6. How Long Does a New Septic System Last?

A well-maintained septic system can last anywhere from 20 to 30 years. However, proper care and regular maintenance—such as pumping the tank every 3-5 years and avoiding harmful substances—can extend its lifespan.

7. Can I Install a Septic System Myself?

While DIY projects can be tempting, installing a septic system is not advisable without professional expertise. It involves various legal regulations, detailed engineering, and an understanding of local soil conditions. Hiring a licensed septic installer ensures the system is correctly designed, installed, and meets all necessary regulations.

Conclusion

Installing a new septic system in Virginia is a significant investment requiring careful planning and adherence to regulations. By understanding the most frequently asked questions about septic installation, homeowners can navigate this process with greater confidence. Always consult with professionals and your local health department to ensure that your installation meets all requirements and operates efficiently. For more assistance, feel free to explore additional resources or contact support within your local jurisdiction or specialized service providers.

Understanding your septic system now will help prevent unwanted issues in the future. Whether you're planning a new home or addressing an existing system, arming yourself with information is the first step toward a successful septic installation.

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VIRGINIA MERCURY

Virginia health officials seeing 'unprecedented demand' for well and septic repair program

The state's Department of Health has already allocated nearly half of the program's total funding for low-income Virginians

BY: **KATE MASTERS** - JULY 13, 2022 12:02 AM

A septic tank pipe peeks out from a lawn. (Getty Images)

The Virginia Department of Health has already budgeted nearly half of its allocated funding for an assistance program aimed at helping low-income families repair failing wells and septic systems.

Lance Gregory, director of the agency's division of water and wastewater services, said the surge of applications reflects the degree of need across the state, which hasn't always been easy for health officials to assess. While the department approves roughly 2,000 repair permits a year, Gregory said a large number of Virginians simply never notify the department of failing systems, especially given the limitations of previous public funding.

"There have been other programs, other groups that do more targeted funding for septic repairs, but this is a blanket, across-the-state availability," he added. "And that's something that's pretty unique."

The Virginia General Assembly allocated $11.5 million in federal rescue funding last August for the program, which formally launched in February 2022. Within the first four and a half months, VDH received a total of 192 applications for 202 well and septic projects, which are expected to cost the state roughly $4.6 million.

VDH is putting a "soft pause" on applications later this week due to what the agency described as an "unprecedented level" of demand from individual homeowners, according to an online statement. Statewide, roughly 1.1 million homes in Virginia use septic systems and 700,000 are served by private wells, according to Gregory.

"And a septic system has a finite lifetime – it's usually about 30 to 35 years," he said Tuesday after a presentation to the State Health Commissioner's Advisory Council on Health Disparity and Health Equity. "So, at some point it fails, and the cost for those repairs can get pretty substantial."

Failing to upgrade an aging septic system, though, can have significant health and environmental impacts. The systems – most currently found in rural homes that aren't connected to municipal wastewater treatment plants – rely on underground tanks to treat wastewater from toilets, sinks and laundry machines. Over time, those tanks can clog with waste that hasn't decomposed, causing systems to overflow into yards and surrounding waterways (flooding and sea level rise can also play a big role in septic failures).

There are obvious health risks to sewage backups in private homes, Gregory said. But the environmental impacts can also be serious, sending nitrogen, phosphorus, household waste and pathogens into surrounding waterways.

"One of the most concerning issues that arises from failing septic systems in the coastal zone is the fact that the pollutants they discharge, especially the bacteria and pathogens, can easily find their way into adjacent tidal waters," the Virginia Institute of Marine Science wrote in a 2019 report.

Some of those same waters are increasingly being used to raise shellfish including oysters and clams, researchers found, and high bacterial loads can force fisheries to shut down production. Sanitation issues also disproportionately impact Black communities in many areas of Virginia, including rural areas in the eastern part of the state, according to reporting by WHRO.

For many low-income families, though, the cost of upgrades can be prohibitive. Gregory said septic repairs can range from $8,000 to $40,000, depending on site conditions and the type of system that's installed.

"Even $8,000 is tough, so obviously $40,000 is next to impossible for a lot of people," he said. The program was specifically designed to assist vulnerable Virginians by restricting eligibility to

residents making up to 200 percent of the federal poverty level – an annual income of $55,100 for a family of four or $27,180 for an individual.

The majority of applicants so far have been elderly Virginians living on a fixed income, according to Gregory, and demand in the eastern region of Virginia has already outpaced the funding allocated to local health departments. While applicants aren't required to disclose their demographic information, he also told the advisory council that roughly 36 percent of requests have come from Black families.

Nine improvement projects have already been completed since the program launched, 12 are under contract and another 32 are currently in the bidding process, Gregory said. And while a large share of applications have involved septic repairs, well installation and replacements are another significant focus.

He particularly remembered a family in Southwest Virginia whose child got sick from water sourced from a private spring. The department is in the process of installing a private well to provide them with safer drinking water.

The unexpectedly high level of demand for the program is largely driving the department's decision to temporarily pause applications. Gregory said VDH still hasn't officially marketed the program, and there's some concern that the agency could run out of money before it gets the chance to advertise across the state.

High demand for contractors has been another barrier. Approved projects are bid out to private companies, but Gregory told the advisory council that it's been challenging to match workers to the jobs.

"They already have a lot of work, and there's not a lot of interest to come do this work or it's going to be four to five months before they can get to it," he said. "We're getting a lot of bids that are well in excess of what a reasonable cost would be, so we're having to put projects up for bid two, three, four times to get a reasonable estimate."

Our Blog

Plumbing

How Long Should a Septic System Last? Estimate Your System's Remaining Time

Last Published On: 03/01/2026

A septic system's lifespan should be anywhere from 15 to 40 years. How long the system

can get the most out of it. If you think your system needs a maintenance check, we'll also review the best way to get that done, too!

Construction Material

One of the biggest factors involved in estimating the lifespan of your septic system is finding out what it is made of. There are several different materials used to construct a septic system, but two of the most common are steel and concrete.

- *Steel – 15-year lifespan*

Steel septic tanks have the shortest lifespan of any septic tank, mostly because they are prone to rust. If you manage to get 15 to 20 years out of your steel septic tank, then consider yourself lucky. Before your luck runs out, and to prevent your steel tank from rusting out, it is important to have it inspected on a regular basis. A rusting septic tank can be dealt with if it is caught early enough before irreparable damage has occurred. So, if your steel septic tank is over 10 years old and has not been inspected within the last 6-8 months, don't wait any longer. Call your local plumbing professional, Mr. Rooter, to conduct a thorough inspection of your tank and the entire system. We will be able to assess its current condition and give you a more accurate estimate of how much longer it should last.

- *Concrete – 40-year lifespan*

Concrete septic tanks have the longest lifespan out of any septic tank material. While they are more expensive and sometimes difficult to install, it is for a good reason. A properly designed and installed concrete septic tank can last for anywhere from 40 years

The drain field or leach field of a septic system is the series of pipes that branch off from the tank and disperse the waste therein. Without a properly functioning drain field, your septic system would quickly fill up and overflow into your yard which could cause a major health issue for people and pets that come into contact with any toxic waste overflow.

Pipes in your drain field system are usually made of PVC plastic, steel, or cast iron, which typically lasts up to 50 years if installed and maintained properly. Steel and cast-iron pipes should be inspected a minimum of once a year to confirm they are in good working order. And even PVC pipes should be periodically inspected to ensure they are functioning properly. The last thing you want to deal with is leaking or damaged pipes that contaminate your property and require expensive cleanup. Identifying a potential issue before it becomes a problem is the best form of proactive maintenance.

Related Topic: How Do I Keep My Septic System Healthy?

Soil Type

Another factor that can impact the lifespan of your septic system is the acidity level of the soil in which the system is buried. If your drain field is buried in hard, clay-like soil, it will make it difficult for the waste it carries to permeate and disperse into the soil. This can lead to clogs that eventually back up into your septic tank and cause it to overflow. Again, this can create a serious health issue that will need to be addressed. Therefore, if your tank is buried in soil that is hard or clay-like, it's best to schedule maintenance and inspections more frequently. This is the best way to prevent an overflow, especially if you have a large family.

- *Non-acidic soil*

As mentioned, highly acidic soil will have a detrimental effect on the lifespan of a septic system. Concrete tanks will fare a little better than steel and plastic tanks, but eventually, highly acidic soil will take its toll on just about every system. Therefore, if you're not sure what type of soil you have, or you're preparing to buy a home with a septic system, have the soil tested to determine the acid level. If the soil is highly acidic, schedule an inspection to ensure the system is in good working order, then schedule routine maintenance to identify any potential issues that may arise as a result of soil acidification.

Water Table

The water table refers to the top layer of water beneath the surface of the soil, and it must be low enough for wastewater to be able to filter into the soil. If the water table on your property is too high, then the soil is unable to absorb water from the drain field. With nowhere to go, the water will back up into your septic tank and inevitably lead to the entire system overflowing.

If you live in a floodplain or low-lying area that is susceptible to frequent flooding, the soil around your home may have a high water table. This could result in more frequent backups, which will drastically shorten the lifespan of your septic system.

Usage

It's only logical that the more usage your septic system is subjected to, the sooner it will need replacement. There's a big difference between two people using a septic system and four people using it. However, the extra demand and strain put on a system that is

professional maintenance. Whether you're purchasing a new or older home, or have lived in the home for several years, regular maintenance and periodic inspections provide the peace of mind that comes with knowing your septic system is in good condition and working properly. So don't wait for something to happen, call your local Mr. Rooter today to schedule an appointment.

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March 10, 2026
Discussion/Approval

Discussion: Proposed Request for Proposal – Audit Services
RFP#2026-01

Background
Every five (5) years the Town issues a Request for Proposal for Audit Services. For last five years (FY2021-2025) Robinson, Farmer Cox Associates, LLC has performed our audits.

The audit performed for FY2025 was the end of that contract.

Proposal
RFP#2026-01 requests proposals from qualified certified public accounting firms to audit the Town's financial statements with the fiscal year ending June 30, 2026.

The RFP provides for the Town to enter into a one-year agreement beginning with services for the fiscal year ending June 30, 2026.

This agreement also provides for up to four one0year renewal options subject to the annual review and recommendation of the Town Manager, the satisfactory negotiation of terms (including a fee acceptable to both the Toan and the selected firm), and the annual availability of an appropriation.

Attachments
- Proposed Request for Proposal – Audit Services – RFP#2026-01

Recommended action
Staff recommends that the Council approve the issuance of this offering and authorize the Town Manager to award the RFP and execute documents related to the offerings and associated contracts.

Sample motion
I move that the Council of the Town of Berryville approve the issuance of RFP#2026-01 and authorize the Town Manager to:
- award a contract to the best qualified responsive bidder after review by the audit RFP review working group, and
- execute any documents related to this matter.

TOWN OF
BERRYVILLE
VIRGINIA

TOWN OF BERRYVILLE, VIRGINIA
REQUEST FOR PROPOSAL
AUDIT SERVICES RFP #2026-01

ISSUE DATE:	March 12, 2026
DUE DATE:	April 6, 2026, 2:00 PM
DELIVERY ADDRESS:	101 Chalmers Court, Suite A Berryville, VA 22611
CONTACT:	Cynthia Poulin Director of Finance/Treasurer E-mail: treasurer@berryvilleVA.gov

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Available on the Town web site:

Annual CAFR through 2025 http://www.berryvilleva.gov

Annual Budgets through FY 2025 http://www.berryvilleva.gov

I. INTRODUCTION AND BACKGROUND INFORMATION

A. **General Information** - The Town of Berryville ("Town") is requesting proposals from qualified certified public accounting firms to audit its financial statements beginning with the fiscal year ending June 30, 2026.

B. **Agreement Term** – It is the intent of the Town to enter into a one-year Agreement beginning with services for the fiscal year ending June 30, 2026. This Agreement provides for up to four one-year renewal options subject to the annual review and recommendation of the Town Manager, the satisfactory negotiation of terms (including a fee acceptable to both the Town and the selected firm), and the annual availability of an appropriation.

C. **Background** - The Town serves an area of 2.47 square miles with an estimated population of 4,574 as of 2020 U.S. Census. The Town's fiscal year begins on July 1 and ends on June 30.

Services - The Town provides the following services to its citizens:

- General governmental services including: police, refuse collection and disposal, water and sewer utility, parks and recreation, and maintenance of streets and roadways.
- The Town has a total payroll, including benefits of $3.61 million covering 37 full-time and 6 part-time employees.
- The Town is organized into five departments. The accounting and financial reporting functions of the Town are centralized.
- More detailed information on the government and its finances can be found in the Comprehensive Annual Financial Report for fiscal year 2025 and Budget for fiscal year 2025. These can be found on the Town's website at www.berryvilleva.gov .

Fund Structure - The Town uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	Number of Individual Funds	Number With Legally Adopted Annual Budgets
General Fund	1	1
Enterprise Funds	2	2

Budgetary Basis of Accounting - The Town prepares its budgets on a basis consistent with generally accepted accounting principles.

Federal and State Financial Assistance – The Town receives federal assistance directly from the federal government or as pass through funds.

Pension Plan - The Town participates in the Virginia Retirement System, which is a Multiple-Employer Defined Benefit Plan. The Virginia Retirement System provides actuarial services for this plan. The Town also offers its employees a choice of deferred compensation plans in accordance with Internal Revenue Code 457.

Component Units – The Town has no component units.

Joint Ventures - The Town does not participate in any joint ventures.

Magnitude of Finance Operations - The finance department is headed by Cynthia Poulin, Director of Finance/Treasurer, and consists of 5 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

- Director of Finance/Treasurer (collections, procurement, budget) 1
- Deputy Treasurer/Utility Clerk (real estate, personal property, utility billing) 1
- Front Desk Clerk (customer service, meals tax, cigarette tax, business license) 1
- Finance Clerk (accounts payable, payroll, procurement, reimbursables) 1
- Town Clerk (FOIA, minutes, procurement) 1

Computer Systems - The Town's integrated accounting system and files are shared via server. The following are details:

Hardware:

Type of Equipment	Server
Model/Make of Equipment	SQL database engine and Windows 11 operating software.
Networked	Yes

Software:

Vendor	Applications
Southern Software	General Ledger/Accounting
FMS	Accounts Payable
	Payroll/Personnel
	Business Licenses
	Budget Preparation
	Utility Billing
	Property Taxes

Availability of Prior Audit Reports and Working Papers – Prior year's CAFR may be found on the Town's website. The audit firm of Robinson, Farmer, Cox Associates, P.O. Box 6580 Charlottesville, VA 22906 performed the Town's audit for the last five fiscal years. Their contact is Josh Roller at (434) 973-8314.

II. SCOPE OF WORK

A. Auditing and Reporting Services

1. Comprehensive Annual Financial Report ("CAFR") - The auditor shall prepare and deliver to the Town an Independent Auditor's Report that expresses an opinion regarding whether the Town's basic financial statements, as presented in the CAFR, are fairly presented and in conformance with generally accepted accounting principles.

   The auditor shall also perform certain procedures in regards to the required supplementary information and supporting schedules of individual funds.

2. Single Audit - The auditor shall examine, perform tests, and report on the Schedule of Expenditures of Federal Awards and all related reports according to OMB Circular

A-133 Compliance Supplement requirements. Performed only if required.

3. APA Transmittal Forms - The Auditor of Public Accounts for the Commonwealth of Virginia ("Auditor of Public Accounts") requires all local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. Each fiscal year, the auditor shall prepare all such required forms, perform all procedures specified in the Uniform Financial Reporting Manual, and submit the completed forms for each fiscal year to the Auditor of Public Accounts no later than the November 30th following the end of the Town's fiscal year.

4. GASB and FASB Pronouncements - The auditor shall keep the Town fully informed of all pronouncements issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standard Board (FASB). The auditor shall assist the Town as needed in complying with all GASB and FASB requirements.

5. Public Presentation of Audit - The auditor shall present a summary of its Independent Auditor's Report to the Town Council at a public session in December (usually the 2nd Tuesday of the month) each year. Town Council must be provided with the audit no less than 14 days before the presentation.

6. Other Requirements – The auditor shall provide assistance with the following items:

   a) Reconciliation of beginning fund balances against prior year audited financial statements; propose adjustments as necessary.
   b) Reconciliation of federal and state funding against trial balances per the Auditor of Public Accounts reports; propose adjustments as necessary.
   c) Review of accounts payable accruals and payroll accruals to determine completeness.
   d) Assistance to staff with recording the addition and disposal of assets to the depreciation system as needed.
   e) Preparation of journal entries, as necessary, related to debt service.
   f) Preparation of other entries, as necessary, to various funds so that fund basis financial statements will be ready for audit.
   g) Assistance to staff with gathering information necessary for auditors to prepare entity wide financial statements.
   h) Assistance to staff regarding any transactions that may not have been recorded properly; propose adjustments as needed.

B. Auditing Standards to Be Followed

The auditor shall audit all funds and financial statements of the Town in accordance with: (1) the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, (2) the provisions of the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and (3) the Specifications for Audits of Counties, Cities and Towns of the Auditor of Public Accounts, Commonwealth of Virginia.

C. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by the Town of the need to extend the retention

period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. State Audit Agencies
2. U.S. General Accountability Office (GAO)
3. Parties designated by the federal or state governments or by the Town as part of an audit quality review process.
4. Auditors of entities of which the Town is a sub-recipient of grant funds.
5. Successor auditors of the Town.

D. Contact Persons/Locations of Offices

After Agreement award, the auditor's principal contact with the Town will be Cynthia Poulin, Director of Finance/Treasurer, who will coordinate the assistance to be provided by the Town to the auditor; email: treasurer@berryvilleva.gov.

E. Town's Time Requirements

The Town is subject to certain mandated reporting deadlines imposed by legal regulations, which the auditor shall meet. These include the following:

The Comprehensive Annual Financial Report together with transmittal forms is due to the Auditor of Public Accounts, Commonwealth of Virginia, no later than November 30 of each year.

To meet this mandated reporting deadline, the Town requires the following deadlines of the auditor:

1. The auditor must schedule and attend an entrance conference with the Town no later than November 20, 2026. An entrance conference will not be held for subsequent years of the Agreement unless specifically requested by the Town or the auditor.

2. Upon request, the auditor shall be available to meet or talk with the Director of Finance/Treasurer.

3. No later than November 30, 2026, and May 15th of each year thereafter, the auditor shall provide the Town with the following: (1) a calendar of the scheduled work, and (2) a list of the schedules that must be prepared by the Town, including system-generated reports and letters necessary for both interim work and final test work.

4. No later than September 30th each year, the auditor shall complete all fieldwork.

5. No later than October 20th each year, the auditor shall provide the Town with a draft CAFR including all financial statements, footnotes and required supplemental schedules. No later than November 10th each year, the Town's Director of Finance/Treasurer will review the draft CAFR and deliver to the auditor all corrections, the MDA, and the Letter of Transmittal.

6. No later than November 20th each year, the auditor shall deliver to the Town all final CAFR review comments.

7. No later than November 30th each year, the auditor shall issue to the Town its Independent Auditor's Report.

8. No later than November 30th each year, the auditor shall submit to the Auditor of Public Accounts all documents that are required by the Auditor of Public Accounts to be submitted by November 30th.

9. No later than December 10th each year, the auditor shall provide the Town with 20 hard copies of the bound CAFR, including the Independent Auditor's Report, and an electronic .pdf file of the same.

10. The auditor shall present the CAFR, including the Independent Auditor's Report, to the Town Council during a regularly scheduled Town Council meeting in December (the 2nd Tuesday of the month, unless otherwise notified,).

F. Assistance to Be Provided to the Auditor; Report Preparation

1. Finance Department - The Finance Department has the responsibility for maintaining the general accounts of the Town and is the central oversight and coordinating agency for the town wide audit of financial statements. The Finance Department will provide the support necessary for the completion of a successful audit and will complete all of the prepared-by-client work papers for the auditor.

2. Town Departments - All Town departments will assist the auditor by assembling and making available information pertinent to the examination and providing knowledgeable personnel to meet with the auditor to explain agency operations.

3. Office Accommodations - The Town will provide the auditor with reasonable office accommodations. The auditor will also be provided with access to the internet, telephone lines, and photocopying facilities. All work conducted on the Town's premises shall be accomplished between the Town's standard office hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, holidays excepted, unless otherwise prearranged. While auditor personnel are at the Town's sites, they are required to comply with all rules and regulations of the Town with specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves, but also to Town personnel.

G. Site Visits

The Town reserves the right to visit the auditor's offices without prior notice, in order to assess the capabilities of individual auditors and to contact references provided with the proposals.

III. PROPOSAL SUBMISSION REQUIREMENTS

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

The offeror's proposal should address all the points outlined in this RFP. The proposal should be

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

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

	Maximum # of Pgs.
Table of Contents	1
RFP Submission Form	1
Offeror's cover sheet listing: • Contact person and telephone number • Statement of independence • Statement of license to practice in Virginia	2
Letter of transmittal and/or executive summary	2
Profile and Government Experience of the Offeror	4
Qualifications and Government Experience of the assigned Staff (Maximum Pages Per Person)	2
Audit approach and work plan	10
Ability to meet the Town's time requirements	1
Commitment to provide continuity of assigned Staff	1
References of Government clients	2

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

All documents, forms, images, attachments, and other digital materials submitted to the Town shall be provided in a format that is accessible to individuals with disabilities and complies with the accessibility requirements of the **American with Disabilities Act** and other applicable accessibility standards. Such materials must conform to recognized digital accessibility standards, including the **Web Content Accessibility Guidelines 2.1 Level AA (WCAG)**, as may be amended.

B. **Independence** - The offeror shall provide an affirmative statement in its proposal that the offeror is independent of the Town as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards and the Ethics Rules of the AICPA.

The offeror shall also list and describe in its proposal the offeror's professional relationships involving the Town for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services described within this RFP.

C. **License to Practice in Virginia** – The offeror shall include an affirmative statement in its proposal representing that the offeror and all assigned key professional staff are properly licensed to practice as certified public accountants in the Commonwealth of Virginia, and meet any and all other specific qualification requirements imposed by state or local law.

D. **Profile and Government Experience of Offeror** - The offeror's proposal must provide:

1. A description of the offeror, including its size and geographical focus;

2. The size of the offeror's governmental staff;

3. The location of the office from which the work on this engagement is to be performed and the nature of the professional staff to be employed in the engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis;

4. The description of the range of services performed by the office from which work on this engagement is to be performed, such as audits, accounting, tax services or management services;

5. A summary of the offeror's staff and management rotation policy and depth of available experiences;

6. An outline of all the professional development programs provided to and required of the offeror's audit staff, including government-specific development programs; and

7. A copy of the report on its most recent external quality control review, with a statement addressing whether that quality control review included a review of specific government engagements; in addition, the offeror shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the offeror during the past three (3) years with state regulatory bodies or professional organizations.

E. **Qualifications and Government Experience of the Assigned Staff** - Identify the principal supervisory and management staff, including partners, managers, other supervisors, and specialists who would be assigned to this engagement. For each person assigned to this engagement, provide: (i) a resume, (ii) information regarding his or her specific government auditing experience (e.g. utilities, retirement plans, investments, federal grants etc.), (iii) information regarding relevant continuing professional education for the past three (3) years, (iv) a list of professional organizations of which the individual is a member, and (v) a list of other engagements, if any, to which the individual will be assigned during the period of time they are performing services for the Town.

F. **Audit Approach and Work Plan** - The offeror's proposal must set forth a work plan to perform the services required in this RFP, including an explanation of the audit approach to be followed. In developing the work plan, reference should be made to such sources of information as the Town's CAFR, organizational chart, manuals and programs, and financial and other management information systems. The offeror should clearly distinguish tasks that the auditor will undertake as distinguished from those that are the responsibility of the Town.

Offerors must provide the following information in their work plan:

1. Discussion regarding the overall approach and process in conducting the services required under this RFP.

2. Explanation regarding how the offeror proposes to use Town staff, if at all, during an audit, indicating the approximate staff time required and the types of information or schedules required.

3. Manner in which the offeror intends to use computer-assisted auditing procedures and statistical sampling techniques. Indicate sample size if possible. Describe the approach to be taken in drawing audit samples for the purposes of compliance testing.

4. Extent of use of financial software in the engagement.

5. Type and extent of analytical procedures to be used in the engagement.

6. Approach to be taken to gain and document an understanding of the Town's internal control structure.

7. Identification of specialized government audit manuals and/or programs utilized.

8. Discussion on how the audit staff plans to audit computerized systems.

9. Procedures followed in the technical review of audited financial statements prior to their issuance.

10. Statement verifying the offeror's understanding of the specific reporting requirements outlined in this RFP.

11. Description of any anticipated potential audit problems, the auditor's approach to resolving these problems, and any special assistance that will be requested from the Town.

12. Description of how the offeror's proposed work plan will meet the Town's time requirements detailed at Section II.E. of this RFP.

13. Identify each significant phase of work.

14. Provide time estimates for each significant phase of work.

15. Identify the individual staff members by name and title to be assigned to each significant phase of work.

16. For each significant phase of work, identify any specialists the offeror plans to use;

17. For each significant phase of work, (a) itemize the tasks involved, (b) provide a schedule for each task, and (c) identify whether the Town or the offeror has primary responsibility for each task.

18. Identify and discuss any documentation or authorization that will be required from the Town, anticipated problem areas, proposed solutions to the problem areas, etc.

G. Commitment to Provide Continuity of Assigned Staff

1. The offeror must indicate what amount of assurance the offeror can give to the Town that the principal supervisory and management staff will continue for the full duration of the engagement.

2. The offeror must commit to describe how it will provide the Town advance notice and an opportunity for input concerning any staff change by the offeror during the term of this engagement.

H. References - This section of the offeror's proposal must:

1. List or describe representative clients served in the last three years by the office from which the work on this engagement is to be performed, focusing on clients similar in size and complexity to the Town, and provide dates of service.

2. Provide the current name, address, and telephone number of at least three specific local government references the offeror has served either currently or in the past three years; preferably those where one or more of the assigned staff provided the same or similar services as requested herein.

3. Each reference must indicate the scope of services provided to each referenced client.

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

When requested, the cost estimate shall include estimated number of hours and hourly rates for all job categories that will be used to accomplish work under this Agreement. All costs for reimbursable items such as travel, printing and reproduction along with a percentage markup of all reimbursable items provided by an outside source such as printing and courier express must be included. If any sub consultants are to be used, a percentage markup of their cost shall be included. The cost estimate is to include fees for each Agreement year of service, FY 2026 through FY 2030.

The auditor's fee must be priced assuming the Town will implement all GASB's required reporting changes over the period of the Agreement. In proposing fees for the Agreement period, the offeror should assume the Town will continue to grow in size and complexity. If the offeror believes there are extraordinary changes to the Town's size or complexity that would require a fee increase, these should be identified.

IV. EVALUATION CRITERIA

It is anticipated that an offeror will be selected and an Agreement executed between both parties by May 1, 2026. The Town will evaluate proposals based on the following criteria:

1. Qualifications and government experience of the offeror.
2. Qualifications and government experience of the assigned staff.
3. Audit approach and work plan.
4. Ability to complete all services required under this RFP by the required deadlines.

5. Commitment to provide continuity of audit staff.
6. References from clients similar in size and complexity to the Town.

V. INSTRUCTIONS AND AGREEMENT TERMS AND PROVISIONS

A. Right to Reject Proposals - Submission of a proposal indicates acceptance by the offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Town and the firm selected. The Town reserves the right, without prejudice, to reject any or all proposals.

B. Cost in Preparing Proposals - There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in responding to this request.

C. Submission of Proposals - All proposals must be submitted in a sealed envelope, labeled with the proposal title and number, and addressed to:

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

In order for a proposal to be considered by the Town, the Town must receive one original and four copies of the proposal no later than 2:00 PM, April 6,2026 local time. Proposals received after the submission deadline will be returned unopened. Proposals in the form of telegrams, telephone calls, facsimiles or electronic mail will not be accepted. It is the sole responsibility of the offeror to ensure the receipt of the proposal by the Town.

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

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

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

D. Inquiries - Inquiries concerning this RFP must be made in writing to: Cynthia Poulin, Director of Finance, treasurer@berryvilleva.gov

Contact with personnel of the Town other than Cynthia Poulin, Director of Finance/Treasurer, regarding this RFP may be grounds for elimination from the selection process.

E. Disposition of Proposals - All materials submitted in response to this RFP will become the property of the Town. One copy of each proposal shall be retained for official files and will become a public record after the award and will be open to public inspection. It is understood

that the proposal will become part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section F "Disclosure."

F. **Disclosure** - In compliance with the Town's purchasing policy, all proposals will be available for public inspection after the Agreement award. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the offeror must invoke the protection of this legislation prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is unacceptable.

G. **Cost Incurred in Responding** - This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof.

H. **Prime Vendor Responsibilities** - Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP.

If the Offeror's proposal includes services provided by others, the Offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

I. **Laws and Regulations** - The Offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the Agreement shall apply to the Agreement throughout, and they will be considered to be included in the Agreement the same as though herein written out in full.

J. **Conflict of Interest Statement** - The conflict of interest statement attached to this RFP must be executed and returned with the offeror's proposal. See Section III of Attachment B.

K. **Ethics in Public Contracting** – The offeror will familiarize itself with the "Ethics in Public Contracting" section of the Virginia Public Procurement Act found in the Code of Virginia, Article 6, Section 2.2-4367 through 2.2-4377, and will abide by such provisions in submission of its proposal and performance of any Agreement awarded.

L. **Non-Discrimination** – The offeror agrees that it will adhere to the non- discrimination requirements set forth in the Code of Virginia, Section 2.2-4310, which will be incorporated into any Agreement awarded. The offeror agrees to comply, and to require all suppliers and sub consultants paid in whole or in part from payments made under the Agreement to comply, with Section 122(A)(1) of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended to wit:

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

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

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

M. Anti-collusion - The signer of the proposal must declare that all persons, companies, and parties interested in the Agreement as principals or owners of the offeror are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that the proposal is in all respects fair and made in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Section IV of the RFP Submission Form, under Attachment B.

N. Agreement Execution - The successful offeror will be required to execute the attached Agreement, provided under Attachment C. Questions or concerns with any of the Agreement terms and conditions are to be addressed in the original proposal.

ATTACHMENT A
AN INFORMATION OVERVIEW OF BERRYVILLE, VIRGINIA

1. **Description of unit including location, physical size, recent and prospective annexation.**

   A 2.47 square-mile municipality located IN THE NORTHERN Shenandoah Valley, 11 miles east of Winchester and 5 miles south of the West Virginia border in Clarke County Virginia

2. **Population:**
   2000 – 2,963
   2010 – 4,185
   2014 – 4,297
   2018 – 4,342
   2020 – 4,574

3. **Description of enterprises operated.**
   Water and Wastewater Utilities

4. **Personnel/payroll**
   -Number of personnel, full-time.
   Currently (FY 25) 37
   Exempt - 12
   Non-exempt - 30
   -Estimated employee turnover.
   2 employees per year.

5. **Tax collections**
   -Number of bills issued.
   Approximately 3,738 Personal Property
   4,050 Real Estate

6. **Enterprise billings**
   -Number of bills (monthly period).
   Water and Wastewater – 1,981

   -Average number of delinquent bills.
   Water and Wastewater -80 second notices

7. **Accounts Payable Checks**
   -Number per month - 60
   Accounts Payable transactions per month – 200

8. **Major bank accounts**
   -Number of bank accounts by type.
   Three (two operating and one payroll)
   -Average monthly activity in each bank account.
   Deposits: operating 80, payroll 6

9. **Special conditions**

-Describe arrangements to collect taxes for others. N/A
-Describe arrangements to perform fiscal or accounting functions for others. N/A

10. Listing of separately functioning Authorities, Boards and Commissions created by the governing body and currently in operation.
Boards and Commissions are adjuncts to the Town Council and do not function independently - They are:

Berryville Planning Commission
Berryville Architectural Review Board
Berryville Board of Zoning Appeals
Berryville Area Development Authority
Berryville Tree Board

ATTACHMENT B
AUDIT SERVICES RFP SUBMISSION FORM
RFP #2026-01

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

Organized under the laws of the State of _____

Principal place of business _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

SECTION II – EMPLOYEES NOT TO BENEFIT

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

SECTION III – CONFLICTS OF INTEREST

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

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

SECTION IV – COLLUSION

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

Signature_____ Date_____

Name (Printed) _____ Title_____

OFFEROR MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

A. The offeror warrants that it is willing and able to comply with Commonwealth of Virginia laws with respect to foreign (non-state of Virginia) corporations.

B. The offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any of the offeror's officers, employees or agents.

C. The offeror warrants that it will not delegate or subcontract its responsibilities under an agreement with the Town without the express prior written permission of the Town.

D. The offeror warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ATTACHMENT C
AUDIT SERVICES AGREEMENT RFP #2026-01

This agreement ("Agreement") is made this_____ day of_____, 2026, by and between the TOWN OF BERRYVILLE, VIRGINIA ("Town"), a municipal corporation, and_____ _____, a_____ having a usual place of business at_____("Auditor").

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

1. **Provision of Services.**
   The Auditor shall provide all services as described in the Town's request for proposal #2026-01 ("RFP") and as described in the Auditors proposal dated_____. ("Proposal"). The RFP and Proposal are incorporated into this Agreement as if set out fully herein.

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

3. **Term.**
   The term of this Agreement shall commence on May 1, 2026 and shall be effective through June 30, 2027. This Agreement may be renewed with the mutual consent of both parties for up to four additional one-year terms. Such renewal is subject to the annual review and recommendation of the Town Manager, the satisfactory negotiation of terms, the concurrence of the Town Council, and the availability of an annual appropriation.

4. **Compensation.**
   In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Auditor within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph numbered 5 of this Agreement.

   The Town shall pay the Auditor at the hourly rates shown on the attached rate schedule. The total annual cost shall not exceed $_____.

   The Town shall pay the Auditor a set amount shown on the attached rate schedule for a single audit (if required). The total annual cost of a single audit shall not exceed $_____.

5. **Method of Payment.**

   The Auditor shall submit invoices to the Town with all supporting documentation and shall be reimbursed as follows:

   Payment shall be made upon receipt of an invoice, which details the hours worked and services performed. The Auditor shall mail all invoices to the address specified below.

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

Berryville, VA 22611

All invoices shall be Net 30 and indicate the date for services provided, and a brief description of the services provided. Failure to provide the above information will result in the invoice being returned to the Vendor. The Town will not be liable for any resulting delays in payment as a result thereof. The Town reserves the right to make payment via a Corporate Purchasing Card, but will not pay surcharges if payment is made via a Corporate Purchasing Card.

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

7. **Assignment of Agreement.**
The Auditor is prohibited from assigning this Agreement in whole or in part without the prior written consent of the Town.

8. **Modification of Agreement.**
The Agreement may be amended or modified only by a written modification acceptable to both the Town and Auditor.

9. **Insurance.**
   A. At all times during the term of this Agreement and all renewals thereof, the Auditor shall maintain:

      (1) A general liability insurance policy with a minimum primary limit of $1,000,000 combined single limits, and an excess liability policy with a minimum limit of $3,000.000. The Auditor's general liability and excess liability policies must be properly endorsed by a separate insurance company issued endorsement to list the Town as an additional insured. The endorsements must be issued by the same insurance company that provides the Auditor's general liability policy and excess liability policy. A notation listing the Town as an additional insured on the certificate of insurance is not sufficient. General liability and excess liability coverage shall be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Prior to the Auditor commencing work under the Agreement, the Auditor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.

      (2) Workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The insurer shall be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Auditor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance.

      (3) Employer's liability insurance with a limit of at least (a) $100,000 for bodily injury per accident, (b) $100,000 for bodily injury by disease per employee, and (c) a policy limit of $500,000 for bodily injury by disease. Prior to the Auditor commencing work under the Agreement, the Auditor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.

(4) Commercial automobile liability insurance policy for vehicles that are owned, scheduled, non-owned, or hired by the Auditor with a combined single limit of not less than $1,000,000 per occurrence. The coverage must be symbol "1" liability coverage. The insurer must be licensed to conduct business in the Commonwealth of Virginia and must have an A. M. Best rating of A- or better. Prior to the Auditor commencing work under the Agreement, the Auditor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.

B. **INSURANCE COVERAGES REQUIRED BY THIS AGREEMENT SHALL BE IN FORCE THROUGHOUT THE AGREEMENT TERM AND THE TERM OF ANY RENEWALS THEREOF. SHOULD THE AUDITOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT WITHIN FIVE (5) DAYS OF THE TOWN'S WRITTEN REQUEST, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO IMMEDIATELY TERMINATE THE AGREEMENT WITHOUT ANY FURTHER OBLIGATION TO THE AUDITOR, AND THE AUDITOR SHALL BE LIABLE TO THE TOWN FOR THE ENTIRE ADDITIONAL COST OF PROCURING THE UNCOMPLETED PORTION OF THE AGREEMENT AT THE TIME OF TERMINATION.**

C. The Auditor shall require the same insurance coverage from its sub consultants as the Town requires of the Auditor under this Agreement. Compliance by the Auditor and any of its sub consultants with the insurance requirements under this Agreement shall not relieve the Auditor or any sub consultants from their liabilities and obligations under this Agreement.

D. Nothing contained herein shall be construed to create a contractual relationship between the Town and any sub consultant of the Auditor. The Auditor shall be fully responsible to the Town for the acts and omissions of the Auditor's employees, the Auditor's sub consultants, and the employees of any sub consultant.

E. In the event the Auditor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Auditor at the time of proposal submission.

F. Prior to commencing work under this Agreement or any renewal thereof, the Auditor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverage and other insurance requirements of this Agreement, and shall have it filed with the Office of the Town Manager, or his designee.

G. For each sub consultant, the Auditor shall provide the Town an original, signed Certificate of Insurance evidencing the insurance coverages and other insurance requirements of this Agreement, and shall have it filed with the Office of the Town Manager, or his designee, before the sub consultant commences work.

H. If an "ACORD" Insurance Certificate form is used by the Auditor's insurance agent, the words, "endeavor to" and "....but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

10. Audit.

The Auditor shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

11. Indemnification and Hold Harmless.

The Auditor shall, for itself, its agents, servants, employees, and sub consultants, perform all work under or associated with this Agreement in accordance with any and all applicable professional standards and in accordance with sound financial accounting and auditing practices and principles. As to all matters of professional responsibility, the Auditor shall indemnify and hold harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorneys' fees, litigation expenses, and other expenses suffered by the Town and any indemnified party or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of the Auditor, or those for whom Auditor is legally liable.

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

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

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

A. The Auditor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations of the Auditor. The Auditor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Auditor, will state that the Auditor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with a federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

D. The Auditor shall include the provisions of the foregoing paragraphs A, B and C in every contract between the Auditor and a sub consultant, and in every purchase order by the Auditor of over $10,000, so that the provisions will be binding upon each sub consultant and vendor of the Auditor.

13. Drug Free Workplace to be Maintained (Code of Virginia, Section 2.2-4312).

A. During the performance of this Agreement, the Auditor agrees to (i) provide a drug- free workplace for the Auditor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or

marijuana is prohibited in the Auditor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Auditor that the Auditor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract between the Auditor and a sub consultant, and in every purchase order by the Auditor of over $10,000, so that the provisions will be binding upon each sub consultant and vendor of the Auditor.

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

14. No Discrimination against Faith-Based Organizations.

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

15. The Auditor Does Not and Shall Not Knowingly Employ an Unauthorized Alien.

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

16. Auditor Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth.

A. Pursuant to Section 2.2-4311.2 of the Code of Virginia, the Auditor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

B. The Auditor shall not allow its existence, its certificate of authority, or its registration to transact business in the Commonwealth to lapse, be revoked, or be cancelled at any time during the term of this Agreement or any renewals thereof.

C. The Town may terminate this Agreement with the Auditor if the Auditor fails to remain in compliance with the provisions of Section Sixteen of this Agreement, or Section 2.2-4311.2 of the Code of Virginia.

17. Notice Address.

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

1. For TOWN: 101 Chalmers Court, Suite A, Berryville, VA 22611

2. For AUDITOR:

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

18. Termination by Town without Cause.

The Town may terminate this Agreement for any reason by providing notice to the Auditor no fewer than ten days in advance of the termination date and by paying any and all sums already earned by

the Auditor under this Agreement, including reasonable documented expenses incurred in reliance upon this Agreement.

19. Integration Clause.

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

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

AUDITOR

By: _____

Name: _____

Its: _____

COUNTY OF CLARKE
COMMONWEALTH OF VIRGINIA

The foregoing Agreement was acknowledged before me by_____ , its _____ , on this the_____day of_____, 2026.

_____ My Commission Expires: _____
Notary Public Signature Notary Registration #: _____

STAMP:

TOWN OF BERRYVILLE, VIRGINIA
A Municipal Corporation
By: Keith R. Dalton.
Its: Town Manager

COUNTY OF CLARKE
COMMONWEALTH OF VIRGINIA

The foregoing Agreement was acknowledged before me by Keith R. Dalton, Town Manager of the Town of Berryville, Virginia, on this the_____ day of_____ , 2026.

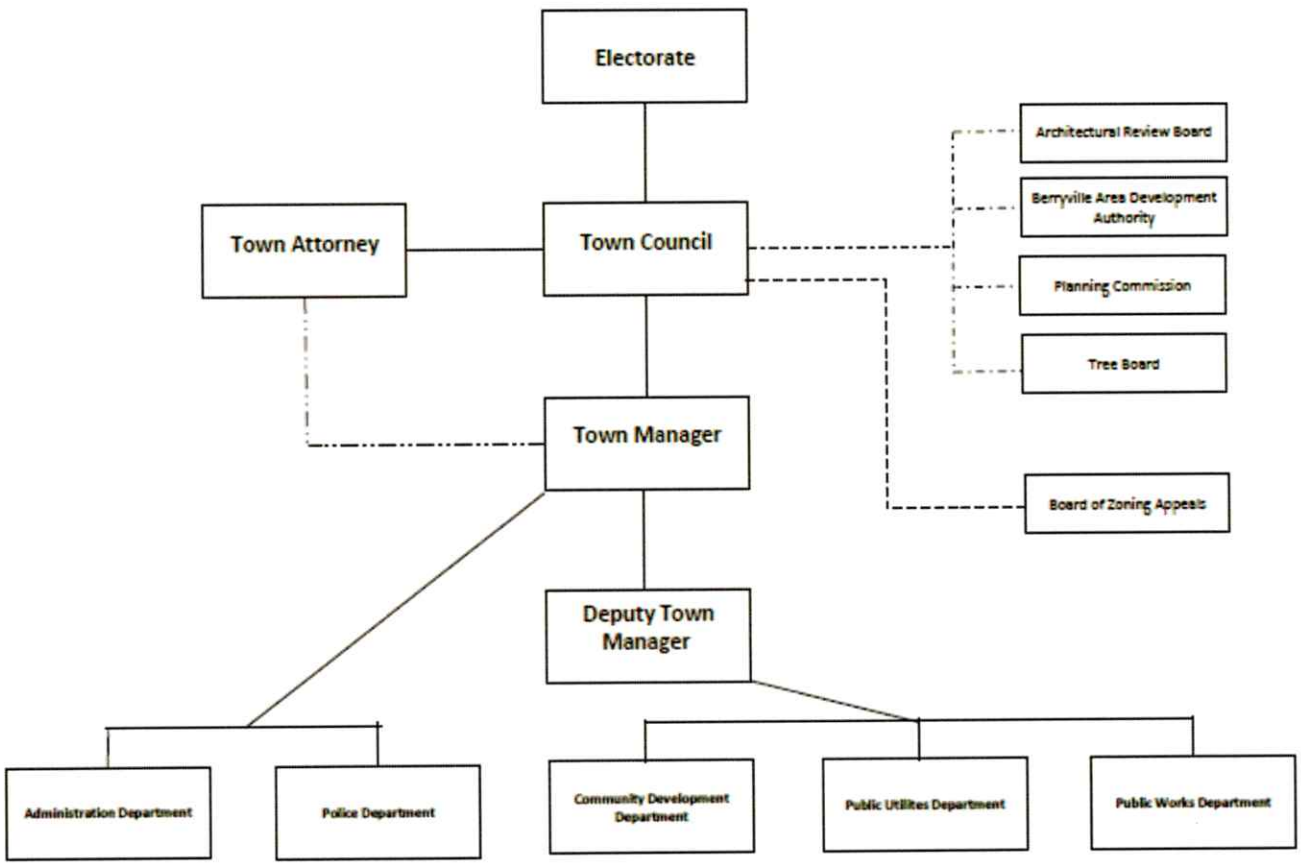
_____ My Commission Expires: _____
Notary Public Signature Notary Registration #: _____

STAMP:

ATTACHMENT D – ORGANIZATIONAL CHART

TOWN OF BERRYVILLE Virginia

Town of Berryville Organizational Chart



March 10, 2026
Review/Discussion

IFB Wastewater Treatment Plant Bar Screen

Overview

The wastewater treatment plant was constructed without any screening equipment prior to the raw water pumping station. Accordingly, inorganic material enters the pumping station and is either deposited in the wet well or are picked up by the raw pumps. Inorganic material deposited in the wet well must be manually removed. At present, this removal occurs at least two times per year. Inorganic material that is pumped, either clogs the pumps, is collected by screening equipment in the wastewater treatment plant's headworks, or enters the plant's biological process. Inorganic material that enters the biological process may damage the plant's membranes.

A bar screen installed upstream of the wastewater plant's raw water pumping station would:

- reduce wet well cleaning costs,
- reduce wear and tear on raw sewage pumps,
- reduce maintenance costs/time, and
- provide another level of protection for the wastewater treatment plant's biological process equipment.

Proposal

The Town Council budgeted $170,000 for the design and installation of a bar screen prior to the raw wastewater plant pumping station. The improvement has been designed and Town staff seeks authorization to issue an offering for the purchase and installation of a bar screen and associated improvements.

Attachment

- Plans for the wastewater treatment plant bar screen

Recommended Action

Authorize the Town Manager to issue an IFB for the purchase and installation of a bar screen for the wastewater treatment plant.

Sample Motion

The Council of the Town of Berryville authorizes the Town Manager to issue an IFB for the purchase and installation of a bar screen for the wastewater treatment plant.

PIPE LEGEND

(1) RAW SEWAGE
(10) PROCESS DRAIN
(11) SANITARY DRAIN
(17) MLSS RECYCLE

FACILITY DESIGNATION

(3) REACTOR TANKS
(4) HEADWORKS BUILDING
(5) SLUDGE HOLDING TANKS AND SLUDGE PROCESSING BUILDING
(6) LIME SILO
(13) FUTURE PARKING EXPANSION AREA

PROPERTY OF
COMMONWEALTH OF VIRGINIA
RESIDUE, NO DESCRIPTION FOUND
TAX MAP: 14A-69

N 42°52'05" E 1,656.10'

EX. VALVE BOX

EX. 2" WATER LINE

EX. ABANDONED 8" WATERMAIN

EX. ABANDONED WELL

PROP. LIGHTING CONDUIT (SEE ELECTRICAL PLANS)

24" PVC (1) 178.74 FEET SEE SHEET C00-27

MH B SEE SHEET C00-14 6 FT. DIA. N 7097063.33 E 11636296.83

TEMPORARY ELECTRICAL TO SOUTH LAGOON

TEMPORARY 10" FORCEMAIN BYPASS TO SOUTH LAGOON

MH C SEE SHEET C00-14 4 FT. DIA. N 7097103.90 E 11636348.11 (13)

11 8" DIP SEE NOTE 4

14" 90° HB

14" FLEXIBLE COUPLING

17 14" DIP

1 24" PVC 40.17 FEET

11 8" DIP (N. EAST)

5'-0"±

FOR CONTINUATION SEE SHEET M30-01 (3)

MH D SEE SHEET C00-14 4 FT. DIA. N 7097007.06 E 11636299.22

8" DIP (WEST) 10

Concrete Base for Influent Screen & Dumpster Pad

5'-0"

24'

12'

MH A ~~SEE SHEET C00-14~~ 6 FT. DIA. N 7097035.90 E 11636326.18

PER C00-26
TOP = 527.49
INV. IN (24") = 520.08
INV. IN (8" WEST) = 522.50
INV. IN (8" N. EAST) = 520.56
INV. OUT (24") = 519.98
TOTAL DEPTH = 7.51'

INVERT TO MATCH CROWN OF 24" SAN. PLANT INFLUENT

Influent Screen (See Pages 6-9)

1 24" PVC 19.92 FEET

6" Bollard (Typ. of 4)

INFLUENT WET WELL SEE SHEET S10-01

32'-6"

5'-3"

CONCRETE ENCASED DUCT BANK (SEE ELECTRICAL PLAN)

19'-10"

4" WYE

8" x 4" WYE N 7096980.23 E 11636327.93

4" CLEAN-OUT

8" DIP 10

10 4" DIP

FOR CONTINUATION SEE P10-01

(4) HEADWORKS BUILDING

(5)

(6)

MATCHLINE SEE SHEET C00-19

MATCHLINE SEE SHEET C00-20

NOTES:

1. TEMPORARY BYPASS TO BE COMPLETED PRIOR TO DEMOLITION OF EXISTING YARD PIPE.
2. TEMPORARY BYPASS PER SPECIFICATIONS. PIPE TO BE LAID AT GRADE OR BELOW GRADE AS REQUIRED TO PROTECT PIPE, MAINTAIN PLANT OPERATIONS AND FACILITATE CONSTRUCTION.
3. CONTRACTOR SHALL TEST PIT EACH UTILITY CROSSING AND CONNECTION IN ADVANCE OF UTILITY INSTALLATION TO DETERMINE THE LOCATION, DEPTH, SIZE AND MATERIAL OF THE EXISTING UTILITIES.
4. GRAVITY SEWER FROM MANHOLE H TO MANHOLE G MUST BE CONSTRUCTED AFTER THE DEMOLITION OF THE EXISTING PUMP STATION.

RECORD DRAWINGS
JULY 2016

0 5' 10' 20'
SCALE: 1" = 10'-0"

WHITMAN, REQUARDT AND ASSOCIATES, LLP
ENGINEERS, ARCHITECTS AND PLANNERS
3701 PENDER DRIVE SUITE 210
FAIRFAX, VIRGINIA

REV	DATE	DESCRIPTION
1	1/08/10	CONFORMED PER ADDENDUM NO. 1

TOWN OF BERRYVILLE
WASTEWATER TREATMENT PLANT EXPANSION AND UPGRADE

STAGE 2 - YARD PIPING PLAN

SCALE: 1" = 10'
DRAWING NO. C00-18
DES: GJV CHECK: RJK DATE: JULY 2016

Printed: 04 Dec 2017, 03:26pm DARDIS Path: N:\18336-000\CADD\ASBUILT-FINAL_12-2017\AB-NO EDIT\18336-C120.DWG

PIPE LEGEND

(1) RAW SEWAGE
(10) PROCESS DRAIN
(11) SANITARY DRAIN
(17) MLSS RECYCLE

FACILITY DESIGNATION

(3) REACTOR TANKS
(4) HEADWORKS BUILDING
(5) SLUDGE HOLDING TANKS AND SLUDGE PROCESSING BUILDING
(6) LIME SILO
(13) FUTURE PARKING EXPANSION AREA

PROPERTY OF
COMMONWEALTH OF VIRGINIA
RESIDUE, NO DESCRIPTION FOUND
TAX MAP: 14A-69

N

N 42°52'05" E 1,656.10'

MATCHLINE SEE SHEET C00-19

PROP. LIGHTING CONDUIT
(SEE ELECTRICAL PLANS)

24" PVC (1)
178.74 FEET
SEE SHEET C00-27

EX. VALVE BOX

EX. 2" WATER LINE

EX. ABANDONED 8" WATERMAIN

EX. ABANDONED WELL

MH B
SEE SHEET C00-14
6 FT. DIA.
N 7097063.33
E 11636296.83

TEMPORARY ELECTRICAL
TO SOUTH LAGOON

TEMPORARY 10" FORCEMAIN
BYPASS TO SOUTH LAGOON

MH C
SEE SHEET C00-14
4 FT. DIA.
N 7097103.90
E 11636348.11

(11) 8" DIP
SEE NOTE 4

14" 90° HB

14" FLEXIBLE COUPLING

(17) 14" DIP

5'-0"±

FOR CONTINUATION
SEE SHEET M30-01
(3)

24" PVC (1)
40.17 FEET

(11) 8" DIP

MH A
SEE SHEET C00-14
6 FT. DIA.
N 7097035.90
E 11636326.18

24" PVC (1)
19.92 FEET

Influent Screen Control Panel.
Provide conduits and wires between the control panel and the screen equipment. Wires shall include but not limited to the motors, heat tracing, (2) solenoid valves, E-stop, limit switches, etc. per the vendors control panel drawings. Ensure the mounting location of the panel provides the 42" deep working space in front of the panel per NEC 110.26.

Support 120v 20A GFCI receptacle, light switch and light fixture from the support system supporting the control panel.

Replace existing 1P-15A breaker in spaces 25, 27, 29 with new 3P-30A breaker to feed the new influent screen control panel with 3#10&#10 THWN conductors in 3/4" PVC coated galvanized rigid conduit, transition to 1" PVC conduit underground from the exterior side of the building wall to the control panel location, then transition to 1" PVC coated galvanized rigid conduit above ground to connect to the control panel.

Provide new 2#10&10g THHN conductors in 3/4" PVC coated galvanized rigid conduit fed from existing spare Square-D 22kA rated type NQ 20A breaker in circuit 33 to feed a new 120v GFCI receptacle, switch and light fixture at the new influent screen control panel. Transition to 1" PVC conduit underground from the exterior side of the building wall to the control panel location, then transition to 1" PVC coated galvanized rigid conduit above ground.

Provide 1.5" signals conduit from the new influent screen control panel to Process Controls Systems cabinet "PCS-HW" following same route as the 480v and 120v power conduits and use the same conduit types. Provide signal wiring routing from the new influent screen control panel to the existing 'PCS-HW' per the vendors control panel drawings. Signals may include: Screentec Running, Screentec/Compactec Ready, Screentec/Compactec Common Fault, Compactor Running.

Electrical contractor to install conduit and wires indicated as 'field wiring" on the control panel drawings provided by the vendor.

Scada vendor to provide wire terminations in the Process Controls Systems cabinet 'PCS-HW'.

Exterior walls are pre-cast concrete and interior wall are concrete block.

E 11636299.22

CONCRETE ENCASED
DUCT BANK
(SEE ELECTRICAL PLAN)

INVERT TO MATCH
CROWN OF 24" SAN.
PLANT INFLUENT

19'-10"

INFLUENT WET WELL
SEE SHEET S10-01

4" WYE

8" x 4" WYE
N 7096980.23
E 11636327.93

4" CLE

8" DIP

Panel LP-HW1
208/120v 3ph 4w 100A MCB
Square-D type NQ

HEADWORKS BUILDING
Pump Room 101
(4)

(10) 4" DIP

FOR CONTINUATION
SEE P10-01

1" Underground conduit for 120v receptacle and light fixture circuit.
1" Underground conduit for 480v influent screen circuit.
1.5" Underground conduit for signal wires.

All conduits and fittings in this room shall be rated for an electrically hazardous location. Provide conduit seals at each end of the room.

Route conduits ~16' above the floor to be above the windows on this wall. Provide new strut on walls to support the new conduits.

Route conduits ~10' above the floor in the pump room following the path of existing conduits. Provide new / extend existing strut on walls to support the new conduits.

MATCHLINE SEE SHEET C00-20

Panel PP-HW1
480/277v 3ph 4w 250A
MCB
Square-D type NF

Electrical Room
102

PROCESS CONTROL
SYSTEM CABINET 'PCS-HW'

NOTES:

1. TEMPORARY BYPASS TO BE COMPLETED PRIOR TO DEMOLITION OF EXISTING YARD PIPE.
2. TEMPORARY BYPASS PER SPECIFICATIONS. PIPE TO BE LAID AT GRADE OR BELOW GRADE AS REQUIRED TO PROTECT PIPE, MAINTAIN PLANT OPERATIONS AND FACILITATE CONSTRUCTION.
3. CONTRACTOR SHALL TEST PIT EACH UTILITY CROSSING AND CONNECTION IN ADVANCE OF UTILITY INSTALLATION TO DETERMINE THE LOCATION, DEPTH, SIZE AND MATERIAL OF THE EXISTING UTILITIES.
4. GRAVITY SEWER FROM MANHOLE H TO MANHOLE G MUST BE CONSTRUCTED AFTER THE DEMOLITION OF THE EXISTING PUMP STATION.

RECORD DRAWINGS
JULY 2016

0 5' 10' 20'
SCALE: 1" = 10'-0"

WR&A
WHITMAN, REQUARDT AND ASSOCIATES, LLP
ENGINEERS, ARCHITECTS AND PLANNERS
3701 PENDER DRIVE SUITE 210
FAIRFAX, VIRGINIA

REV	DATE	DESCRIPTION
1	1/08/10	CONFORMED PER ADDENDUM NO. 1

TOWN OF BERRYVILLE
WASTEWATER TREATMENT PLANT EXPANSION AND UPGRADE

STAGE 2 - YARD PIPING PLAN

SCALE: 1" = 10'
DRAWING NO. C00-18
DES: GJV CHECK: RJK DATE: JULY 2016

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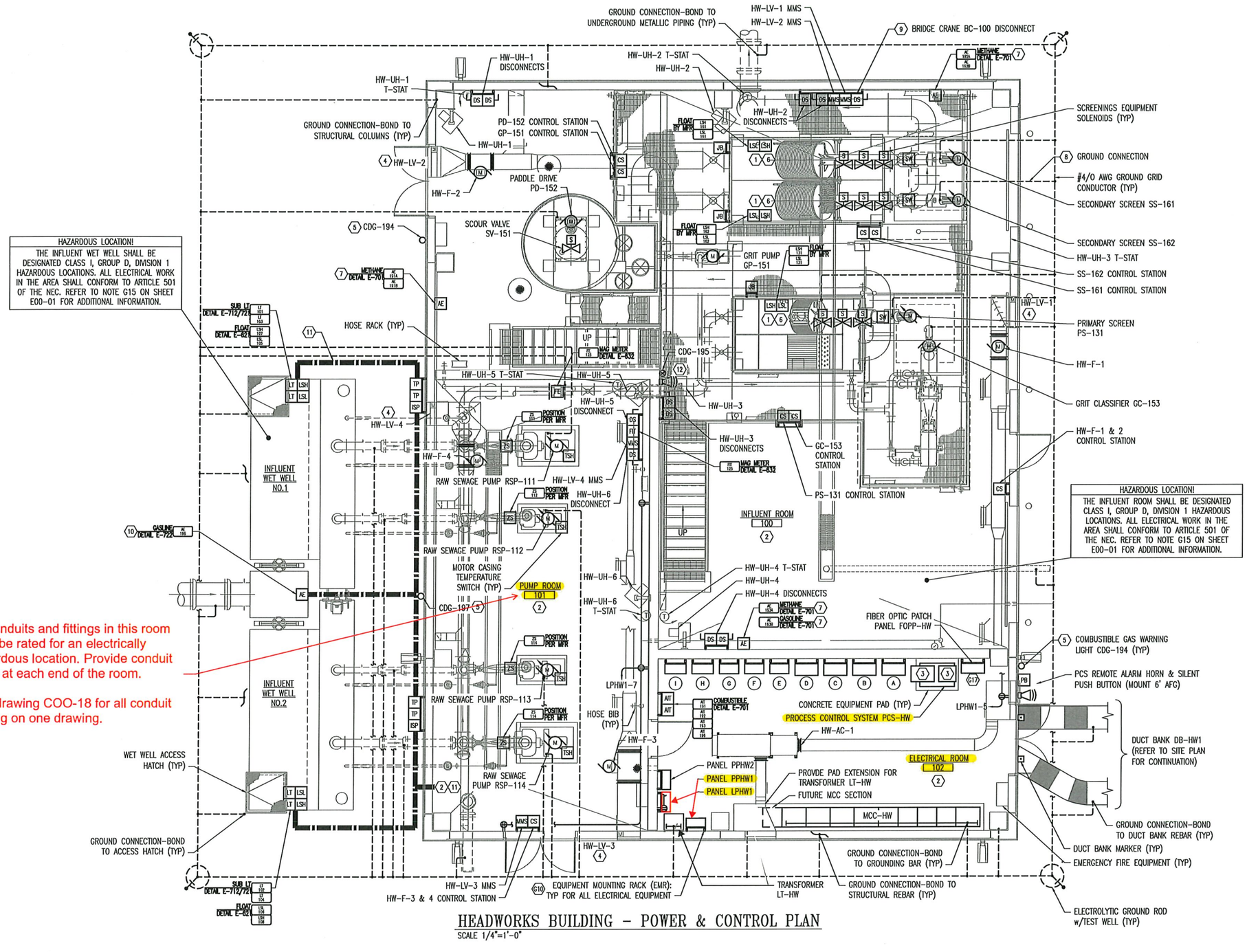

HEADWORKS BUILDING - POWER & CONTROL PLAN

SCALE 1/4"=1'-0"

SCALE: 1/4" = 1'-0"

DRAWING NOTES:

1. GRATING PLATE CUTOUTS: CONTRACTOR SHALL PROVIDE ADEQUATE OPENINGS IN THE GRATING TO FACILITATE THE INSTALLATION AND REMOVAL OF EQUIPMENT. GRATING/PLATE CUTOUTS SHALL BE REINFORCED AND BANDED TO MAINTAIN STRUCTURAL INTEGRITY.
2. CONDUIT ROUTING: CONDUITS SHALL BE ROUTED IN THE FLOOR SLAB TO PROCESS/MECHANICAL EQUIPMENT LOCATED GREATER THAN 3' AWAY FROM THE BUILDING WALLS. CONTRACTOR SHALL SUBMIT SCALED CONDUIT LAYOUT PLANS FOR REVIEW AND APPROVAL PRIOR INSTALLATION. CONDUITS SHALL NOT BE ROUTED THROUGH ISOLATED EQUIPMENT PADS. CONDUITS MAY BE RUN EXPOSED TO WALL MOUNTED EQUIPMENT.
3. PCS CABINET PULL BOXES: MOUNT PULLBOXES PB-PCS(A) AND PB-PCS(B) ABOVE PCS CABINET. REFER TO "PROCESS CONTROL SYSTEM (PCS) CABINET EXTERIOR ELEVATION B" FOR ADDITIONAL REQUIREMENTS.
4. LOUVER AND DAMPER OPERATORS SHALL BE PROVIDED WITH LOCAL MANUAL MOTOR STARTERS (MMS) MOUNTED ADJACENT TO THE ACTUATOR ASSEMBLY. (TYPICAL FOR ALL OPERATORS).
5. COMBUSTIBLE GAS WARNING LIGHT: MOUNT WARNING LIGHT APPROXIMATELY 6'-0" ABOVE FINISHED GRADE OR GRATING ELEVATION.
6. FLOAT SWITCHES: FLOATS SHALL BE LOCATED BELOW GRATING AND/OR CHANNEL COVERS. PROVIDE MOUNTING BRACKETS AND SUPPORTS SIMILAR TO ELECTRICAL DETAIL E-621.
7. COMBUSTIBLE GAS DETECTOR MOUNTING ELEVATIONS: COMBUSTIBLE GAS DETECTOR AE-191A (METHANE GAS MONITORING) SHALL BE MOUNTED AT CEILING LEVEL (TYP FOR AE-192A, 193A). COMBUSTIBLE GAS DETECTOR AE-191B (GASOLINE MONITORING) SHALL BE MOUNTED 0'-18" (MAX) ABOVE FINISHED FLOOR. (TYP FOR AE-192B, 193B)
8. EQUIPMENT GROUND CONNECTION(S): BOND TO EQUIPMENT SKID/MOTOR FRAME/FLOW TUBE GROUND STRAPS OR MAIN GROUND LUG. COORDINATE FINAL GROUNDING LOCATION(S) WITH MANUFACTURER. ROUTE GROUND CONDUCTORS IN SLAB TO EQUIPMENT. REFER TO SPECIFICATIONS FOR ADDITIONAL GROUNDING REQUIREMENTS.
9. BRIDGE CRANE SYSTEM: LOCATION OF BRIDGE CRANE DISCONNECT IS APPROXIMATE. CONTRACTOR SHALL COORDINATE FINAL LOCATION IN THE FIELD WITH THE APPROVED EQUIPMENT SUBMITTALS AND EQUIPMENT VENDOR. CONTRACTOR SHALL PROVIDE AN INTERCONNECTING CONDUIT AND WIRING BETWEEN THE DISCONNECT SWITCH AND THE BRIDGE CRANE ELECTRIFICATION BARS. CONNECT BRANCH CIRCUIT CONDUCTORS TO POWER LEADS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. PROVIDE SYSTEM GROUNDING IN ACCORDANCE WITH THE NEC.
10. GAS DETECTION SENSOR SHALL BE MOUNTED VIA FLANGE ON A 4" STANDPIPE 1'-0" ABOVE WET WELL DECK. THE SENSOR SHALL BE ACCESSIBLE FROM OUTSIDE THE WET WELL.
11. GENERAL CONDUIT ROUTING: CONDUITS SHOWN ON PLAN ARE FOR GENERAL ROUTING ONLY AND REPRESENT MULTIPLE AND OR INDIVIDUAL CONDUITS. CONTRACTOR TO ROUTE CONDUITS TO ELECTRICAL ROOM EQUIPMENT AS REQUIRED.
12. COMBUSTIBLE GAS ALARM LIGHT AND HORN RATED FOR HAZARDOUS LOCATION: MOUNT LIGHT AND HORN APPROXIMATELY 7'-0" ABOVE FINISHED FLOOR.

EQUIPMENT CONTROL PANELS:

- (A) PRIMARY SCREEN CONTROL PANEL
- (B) SECONDARY SCREEN CONTROL PANEL NO.1
- (C) SECONDARY SCREEN CONTROL PANEL NO.2
- (D) GRIT SYSTEM CONTROL PANEL
- (E) HEADWORKS ESTOP CONTROL PANEL
- (F) BYPASS LEVEL CONTROL PANEL INFLUENT WET WELL NO.1
- (G) BYPASS LEVEL CONTROL PANEL INFLUENT WET WELL NO.2
- (H) INFLUENT ROOM FAN HW-F-1 & 2 MSCP
- (I) PUMP ROOM FAN HW-F-3 & 4 MSCP

RECORD DRAWINGS
JULY 2016

STEARNS & WHELER LLC
Environmental Engineers & Scientists
16701 MELFORD BOULEVARD, SUITE 330
BOWIE, MD 20715
TEL. (301) 805-5620
FAX. (301) 805-4665

REV	DATE	DESCRIPTION

TOWN OF BERRYVILLE
WASTEWATER TREATMENT PLANT EXPANSION AND UPGRADE

HEADWORKS BUILDING - POWER & CONTROL PLAN

SCALE: AS NOTED	DRAWING NO. E10-02
DES: AEL	CHECK: TJR — DATE: JULY 2016

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HEADWORKS BUILDING – HW

PANELBOARD PPHW1

LOCATION: HEADWORKS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 250A, 480/277V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35,000 AIC
MAIN BREAKER TRIP: 250A MCB
FED FROM: MCC-HW
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD
SQUARE-D TYPE NF PANEL

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
EQUALIZATION TANK INLET GATE ACTUATOR FCG-171	10	0.5HP	3/4"	10	10	20A/3P	1	●			2							
							3		●		4	15A/1P	3/4"	12	12			INFLUENT ROOM – SCREENS CRANE BC-100
							5			●	6							
HW-AC-1	8	0.75HP	3/4"	10	10	20A/3P	7	●			8							
							9		●		10	50A/3P	REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM			30kVA		TRANSFORMER LT-HW
							11			●	12							
INFLUENT SCREEN		1HP	1"	10	10	30A/3P	13	●			14							
							15		●		16	20A/3P						SPARE
							17			●	18							
SPARE							19	●			20							
						15A/3P	21		●		22	20A/3P						SPARE
							23			●	24							
SPARE						20A/1P	25	●			26	15A/1P						SPARE
SPARE						20A/1P	27		●		28	15A/1P						SPARE
SPARE						20A/1P	29			●	30	15A/1P						SPARE
SPARE						20A/1P	31	●			32	15A/1P						SPARE
SPARE						20A/1P	33		●		34	15A/1P						SPARE
SPARE						20A/1P	35			●	36	15A/1P						SPARE
SPARE						20A/1P	37	●			38	15A/1P	3/4"	12	12	1.9kW	5	LTG – PUMP ROOM
LTG – INFLUENT ROOM CKT B	5	1.2kW	3/4"	12	12	20A/1P	39		●		40	15A/1P	3/4"	12	12	0.8kW	5	LTG – ELECTRICAL ROOM
LTG – INFLUENT ROOM CKT A	5	2.4kW	3/4"	12	12	20A/1P	41			●	42	15A/1P	3/4"	12	12	0.7kW	5	LTG – EXTERIOR

Replace existing 3P-15A breaker in spaces 13,15,17 with new 3P-30A EGB34030 breaker to feed the new influent screen control panel with 3#10&10g.

PANELBOARD PPMBR2

LOCATION: PROCESS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 250A, 480/277V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35,000 AIC
MAIN BREAKER TRIP: 250A MCB
FED FROM: MCC-MBR
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
TANK DRAIN ACTUATOR 20-FV-902-3 & 4		0.5HP	3/4"	10	10	20A/3P	3	●			2	20A/3P	3/4"	10	10	0.5HP		TANK DRAIN ACTUATOR 20-FV-902-1 & 2
							5		●		6							
MECHANICAL ROOM HOT WATER HEATER DWH-1	7	8kW	3/4"	10	10	20A/3P	7	●			8							
							9		●		10	20A/3P	3/4"	10	10	3HP	8	AIR HANDLING UNIT AHU-2
							11			●	12							
CONDENSING UNIT ACCU-1	8	20kW	3/4"	10	10	20A/3P	13	●			14							
							15		●		16	20A/3P	3/4"	10	10	20kW	8	CONDENSING UNIT ACCU-2
							17			●	18							
SPARE						20A/3P	19	●			20							
							21		●		22	50A/3P	REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM			30kVA		TRANSFORMER LT-MBR1
							23			●	24							
SPARE						20A/1P	25	●			26	20A/1P						SPARE
PLANT SUPERVISOR'S OFFICE VAV-1.01	9	1.5kW	3/4"	12	12	20A/1P	27		●		28	20A/1P						SPARE
FILE/LOBBY VAV-1.02	9	3.5kW	3/4"	12	12	20A/1P	29			●	30	20A/1P	3/4"	12	12	4kW	9	CONFERENCE/CONTROL ROOM VAV-1.04
TOILETS/BREAK ROOM VAV-1.03	9	4kW	3/4"	12	12	20A/1P	31	●			32	20A/1P	3/4"	12	12	4kW	9	LABORATORY VAV-1.05
LTG – LOBBY	5	0.60kW	3/4"	12	12	20A/1P	33		●		34	20A/1P	3/4"	12	12	0.36kW	5	LTG – SUPERVISOR'S OFFICE
LTG – EXTERIOR	5	0.35kW	3/4"	12	12	20A/1P	35			●	36	20A/1P	3/4"	12	12	0.7kW	5	LTG – MECHANICAL ROOM
LTG – CONFERENCE ROOM	5	0.55kW	3/4"	12	12	20A/1P	37	●			38	20A/1P	3/4"	12	12	0.17kW	5	LTG – SHOWER 1
LTG – KITCHEN/BREAK ROOM	5	0.40kW	3/4"	12	12	20A/1P	39		●		40	20A/1P	3/4"	12	12	0.17kW	5	LTG – SHOWER 2
LTG – FILE ROOM	5	0.45kW	3/4"	12	12	20A/1P	41			●	42	20A/1P	3/4"	12	12	0.43kW	5	LTG – LABORATORY

PANELBOARD LPMBR1

LOCATION: PROCESS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 100A, 208/120V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 22,000 AIC
MAIN BREAKER TRIP: 100A MCB
FED FROM: MCC-MBR/LT-MBR1
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: N/A

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
PCS CABINET PCS-MBR CKT A			3/4"	12	12	15A/1P	1	●			2	15A/1P	3/4"	12	12			PCS CABINET PCS-MBR CKT B
CONTROL PANEL CP-11			3/4"	12	12	15A/1P	3		●		4	15A/1P	3/4"	12	12			MEMBRANE CONTROL PANEL CP-13
CONTROL PANEL CP-12			3/4"	12	12	15A/1P	5			●	6	15A/1P	3/4"	12	12			MEMBRANE CONTROL PANEL CP-14
MAIN CONTROL PANEL CP-01			3/4"	12	12	15A/1P	7	●			8	15A/1P	3/4"	12	12			COMPRESSOR CONTROL PLANEL NO.1
RECEPT – AUTO DRAIN 90-AC-101-1	3	0.18kVA	3/4"	12	12	20A/1P	9		●		10	20A/1P	3/4"	12	12			COMPRESSOR CONTROL PLANEL NO.2
REFRIG AIR DRYER 90-DR-001-1	8		3/4"	12	12	20A/1P	11			●	12	15A/1P	3/4"	12	12	1kVA	3	RECEPTS – ELECTRICAL ROOM
RECEPT – AUTO DRAIN AC 90-101-2	3	0.18kVA	3/4"	12	12	20A/1P	13	●			14	20A/1P	3/4"	10	10			SPRINKLER AIR COMPRESSOR
REFRIG AIR DRYER 90-DR-001-2	8		3/4"	12	12	20A/1P	15		●		16	20A/1P	3/4"	10	10			SPRINKLER ALARM BELL
REACTOR FLOW METER FIT-301			3/4"	12	12	15A/1P	17			●	18	20A/1P	3/4"	10	10	1kVA		FIRE ALARM CP MEACP-M1
REACTOR DO PROBE AIT-321			3/4"	12	12	15A/1P	19	●			20	15A/1P	3/4"	12	12			REACTOR FLOW METER FIT-302
REACTOR DO PROBE AIT-322			3/4"	12	12	15A/1P	21		●		22	15A/1P	3/4"	12	12			REACTOR NITRATE PROBE AIT-331
REACTOR DO PROBE AIT-326			3/4"	12	12	15A/1P	23			●	24	15A/1P	3/4"	12	12			REACTOR NITRATE PROBE AIT-332
REACTOR DO PROBE AIT-327			3/4"	12	12	15A/1P	25	●			26	15A/1P	3/4"	12	12			REACTOR NITRATE PROBE AIT-381
REACTOR AIR FLOW METER FIT-410			3/4"	12	12	15A/1P	27		●		28	15A/1P	3/4"	12	12			REACTOR NITRATE PROBE AIT-382
~~BLOWER 20-B-201-1 FAN MSCP~~		~~0.42kW~~	~~3/4"~~	~~12~~	~~12~~	~~20A/1P~~	29			●	30	15A/1P	3/4"	12	12	0.72kVA	3	RECEPTS – EXTERIOR
~~BLOWER 20-B-201-2 FAN MSCP~~		~~0.17kW~~	~~3/4"~~	~~12~~	~~12~~	~~20A/1P~~	31	●			32	20A/1P						BLOWER 20-B-201-3 FAN MSCP
~~BLOWER 20-B-201-3 FAN MSCP~~		~~0.17kW~~	~~3/4"~~	~~12~~	~~12~~	~~20A/1P~~	33		●		34	20A/1P						BLOWER 20-B-201-5 FAN MSCP
SPARE							35			●	36	20A/1P						SPARE
SPARE							37	●			38	20A/1P						SPARE
SPARE							39		●		40	20A/1P						SPARE
SPARE							41			●	42	20A/1P						SPARE

PANELBOARD PPHW2

LOCATION: HEADWORKS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 250A, 480/277V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35,000 AIC
MAIN BREAKER TRIP: 250A MCB
FED FROM: MCC-HW
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
UNIT HEATER HW-UH-1	9	10kW	3/4"	12	12	30A/3P	1	●			2	30A/3P	3/4"	12	12	10kW	9	UNIT HEATER HW-UH-2
							3		●		4							
							5			●	6							
UNIT HEATER HW-UH-3	9	10kW	3/4"	12	12	30A/3P	7	●			8	30A/3P	3/4"	12	12	10kW	9	UNIT HEATER HW-UH-4
							9		●		10							
							11			●	12							
UNIT HEATER HW-UH-5	9	7.5kW	3/4"	12	12	20A/3P	13	●			14	20A/3P	3/4"	12	12	7.5kW	9	UNIT HEATER HW-UH-6
							15		●		16							
							17			●	18							
SPARE							19	●			20							
						15A/3P	21		●		22	20A/3P						SPARE
							23			●	24							
SPARE						20A/3P	25	●			26	20A/3P						SPARE
							27		●		28							
SPARE						20A/1P	29			●	30	20A/1P	3/4"	10	10			SODIUM HYPOCHLORITE PUMP 410
CITRIC ACID PUMP 210			3/4"	10	10	20A/1P	31	●			32	20A/1P	3/4"	10	10			SODIUM HYPOCHLORITE PUMP 420
CITRIC ACID PUMP 220			3/4"	10	10	20A/1P	33		●		34	20A/1P	3/4"	12	12	1kW	5	LTG – ELECTRICAL ROOM
LTG – MEMBRANE PUMP ROOM	5	2.6kW	3/4"	12	12	20A/1P	35			●	36	20A/1P	3/4"	10	10		5	LTG – MEMBRANE STRUCTURE CKT A
LTG – CHEMICAL FEED ROOM	5	0.62kW	3/4"	12	12	20A/1P	37	●			38	20A/1P	3/4"	10	10		5	LTG – MEMBRANE STRUCTURE CKT B
LTG – SITE CKT A	5		3/4"	10	10	20A/1P	39		●		40	20A/1P						SPARE
SPARE			3/4"	10	10	20A/1P	41			●	42	20A/1P						SPARE

PANELBOARD PPMBR3

LOCATION: PROCESS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 250A, 480/277V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35,000 AIC
MAIN BREAKER TRIP: 250A MCB
FED FROM: MCC-MBR
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
UNIT HEATER 1 – ELECTRICAL ROOM	9	1/40HP	3/4"	12	12	20A/3P	3	●			2	20A/3P	3/4"	12	12	1/40HP	9	UNIT HEATER 2 – ELECTRICAL ROOM
							5		●		6							
UNIT HEATER 3 – ELECTRICAL ROOM	9	1/40HP	3/4"	12	12	20A/3P	7	●			8	20A/3P	3/4"	12	12	1/40HP	9	UNIT HEATER 4 – ELECTRICAL ROOM
							9		●		10							
							11			●	12							
UNIT HEATER 1 – CHEMICAL FEED ROOM	9	1/2HP	3/4"	12	12	20A/3P	13	●			14	20A/3P	3/4"	12	12	1/40HP	9	UNIT HEATER 5 – ELECTRICAL ROOM
							15		●		16							
							17			●	18							
UNIT HEATER 2 – CHEMICAL FEED ROOM	9	1/2HP	3/4"	12	12	20A/3P	19	●			20	20A/2P	3/4"	12	12	1/4HP	9	UNIT HEATER 1 – MEMBRANE PUMP ROOM
							21		●		22							
							23			●	24	20A/2P	3/4"	12	12	1/4HP	9	UNIT HEATER 2 – MEMBRANE PUMP ROOM
UNIT HEATER 3 – MEMBRANE PUMP ROOM	9	1/4HP	3/4"	12	12	20A/2P	25	●			26							
							27		●		28							
UNIT HEATER 4 – MEMBRANE PUMP ROOM	9	1/4HP	3/4"	12	12	20A/2P	29			●	30	50A/3P	REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM			30kVA		TRANSFORMER LT-MBR2
							31	●			32							
UH						20A/1P	33		●		34	20A/1P						SPARE
UH						20A/1P	35			●	36	20A/1P						SPARE
SPARE						20A/1P	37	●			38	20A/1P						SPARE
SPARE						20A/1P	39		●		40	20A/1P						SPARE
SPARE						20A/1P	41			●	42	20A/1P						SPARE

PANELBOARD LPMBR2

LOCATION: PROCESS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 100A, 208/120V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 22,000 AIC
MAIN BREAKER TRIP: 100A MCB
FED FROM: MCC-MBR/LT-MBR2
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: N/A

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
RECEPTS – LOBBY	3	0.9kVA	3/4"	12	12	15A/1P	1	●			2	15A/1P	3/4"	12	12	0.36kVA	3	RECEPTS – SUPERVISOR'S OFFICE
RECEPTS – ELECTRICAL ROOM	3	0.72kVA	3/4"	12	12	15A/1P	3		●		4	15A/1P	3/4"	12	12	0.36kVA	3	RECEPTS – MECHANICAL ROOM
RECEPTS – CONFERENCE ROOM	3	0.54kVA	3/4"	12	12	15A/1P	5			●	6	15A/1P	3/4"	12	12	0.18kVA	3	RECEPTS – SHOWER 1
RECEPTS – KITCHEN/BREAK ROOM	3	0.36kVA	3/4"	12	12	15A/1P	7	●			8	15A/1P	3/4"	12	12	0.18kVA	3	RECEPTS – SHOWER 2
RECEPTS – FILE ROOM	3	0.36kVA	3/4"	12	12	15A/1P	9		●		10	15A/1P	3/4"	12	12	0.36kVA	3	RECEPTS – LABORATORY
RECEPT – REFRIGERATOR	3	0.18kVA	3/4"	12	12	15A/1P	11			●	12	15A/1P	3/4"	12	12	0.18kVA	3	RECEPT – REFRIGERATOR
LABORATORY FUME HOOD FH-1		0.5HP	3/4"	12	12	20A/1P	13	●			14	20A/1P	3/4"	12	12	0.5HP		LABORATORY FUME HOOD FH-2
LABORATORY DRY THERMAL REACTOR			3/4"	12	12	20A/1P	15		●		16	20A/1P	3/4"	12	12			LABORATORY DESSICATOR
LABORATORY STERILIZER			3/4"	12	12	20A/1P	17			●	18	20A/1P	3/4"	12	12			LABORATORY DRYING OVEN
LABORATORY MUFFLE FURNACE			3/4"	12	12	20A/1P	19	●			20	15A/1P	3/4"	12	12			TELEPHONE TERMINATION CABINET
SPARE							21		●		22	20A/1P	3/4"	12	12	1/6HP		CIRCULATION PUMP HWCP-2
CIRCULATION PUMP HWCP-1		1/6HP	3/4"	12	12	15A/1P	23			●	24	15A/1P	3/4"	12	12	1.08kVA	3	RECEPTS – MEMBRANE PUMP ROOM
RECEPT – CLOCK		0.18kVA	3/4"	12	12	15A/1P	25	●			26	15A/1P	3/4"	12	12	0.54kVA	3	RECEPTS – CHEMICAL FEED ROOM
~~BLOWER B-401 FAN MSCP~~		~~0.17HP~~	~~3/4"~~	~~10~~	~~10~~	~~20A/1P~~	27		●		28	20A/1P	3/4"	10	10	0.17HP		BLOWER B-402 FAN MSCP
~~BLOWER B-405 FAN MSCP~~		~~0.17HP~~	~~3/4"~~	~~10~~	~~10~~	~~20A/1P~~	29			●	30	20A/1P	3/4"	10	10	0.17HP		BLOWER B-407 FAN MSCP
							31	●			32	20A/1P	3/4"	10	10		10	METH/SUPPL STORAGE TANK LEVEL CP
ALUM PUMP ENCLOSURE	10		3/4"	10	10	20A/3P	33		●		34	20A/1P	3/4"	10	10		7,10	METH/SUPPL EYEWASH MTC-METH
							35			●	36	20A/1P						SPARE
SPARE						20A/1P	37	●			38	20A/1P						SPARE
SPARE						20A/1P	39		●		40	20A/1P						SPARE
SPARE						20A/1P	41			●	42	20A/1P						SPARE

FIELD ORDER NO. 1

PANELBOARD LPHW1

LOCATION: HEADWORKS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 100A, 208/120V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 22,000 AIC
MAIN BREAKER TRIP: 100A MCB
FED FROM: MCC-HW/LT-HW
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: N/A
SQUARE-D TYPE NQ PANEL

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
HW E-STOP CONTROL PANEL			3/4"	12	12	15A/1P	1	●			2	15A/1P	3/4"	12	12			INFLUENT FLOW METER FIT-125
BYPASS LEVEL CP WET WELL NO.1			3/4"	12	12	15A/1P	3		●		4	15A/1P	3/4"	12	12			BYPASS LEVEL CP WET WELL NO.2
RECEPTS – ELECTRICAL ROOM	3	0.36kVA	3/4"	12	12	15A/1P	5			●	6	20A/1P	3/4"	12	12			PCS CABINET PCS-HW CKT A
RECEPTS – PUMP ROOM	3	0.54kVA	3/4"	12	12	15A/1P	7	●			8	20A/1P	3/4"	12	12			PCS CABINET PCS-HW CKT B
UNIT HEATER HW-UH-1 FAN MOTOR	9	0.5HP	3/4"	12	12	20A/1P	9		●		10	15A/1P	3/4"	10	10		10	EQ TANK FLOW METER FIT-235
UNIT HEATER HW-UH-2 FAN MOTOR	9	0.5HP	3/4"	12	12	20A/1P	11			●	12	15A/1P	3/4"	10	10		10	EQ TANK FLOW METER FIT-236
UNIT HEATER HW-UH-3 FAN MOTOR	9	0.5HP	3/4"	12	12	20A/1P	13	●			14	15A/1P	3/4"	10	10		10	EQ TANK NO.1 – ISP
UNIT HEATER HW-UH-4 FAN MOTOR	9	0.5HP	3/4"	12	12	20A/1P	15		●		16	15A/1P	3/4"	10	10		10	EQ TANK NO.2 – ISP
UNIT HEATER HW-UH-5 FAN MOTOR	9	0.5HP	3/4"	12	12	20A/1P	17			●	18	30A/1P	3/4"	10	10	2.5kVA	7,10	HEAT TRACE CONTROLLER HTC-EQ1
UNIT HEATER HW-UH-6 FAN MOTOR	9	0.5HP	3/4"	12	12	20A/1P	19	●			20	30A/1P	3/4"	10	10	2.5kVA	7,10	HEAT TRACE CONTROLLER HTC-EQ2
FAN HW-F-1 & 2 MSCP		0.5HP	3/4"	12	12	15A/1P	21		●		22	15A/1P	3/4"	12	12		10	INFLUENT WET WELL NO.1 – ISP
FAN HW-F-3 & 4 MSCP		0.5HP	3/4"	12	12	15A/1P	23			●	24	15A/1P	3/4"	12	12		10	INFLUENT WET WELL NO.2 – ISP
SPARE						15A/1P	25	●			26	15A/1P	3/4"	10	10		10	AUTOMATIC SAMPLER AS-165
SPARE						15A/1P	27		●		28	15A/1P						SPARE
SPARE						15A/1P	29			●	30	20A/1P						SPARE
SPARE						15A/1P	31	●			32	15A/1P						SPARE
REC & LIGHT AT INFLUENT SCREEN		0.2kVA	1"	10	10	20A/1P	33		●		34	20A/1P						SPARE
SPARE						20A/1P	35			●	36	20A/1P						SPARE
SPARE						20A/1P	37	●			38	20A/1P						SPARE
SPARE						20A/1P	39		●		40	20A/1P						SPARE
SPARE						20A/1P	41			●	42	20A/1P						SPARE

Provide new 2#10&10g fed from existing spare Square-D 22kA rated type NQ 20A breaker in circuit 33 to feed a new GFCI receptacle, switch and light fixture at the new influent screen control panel.

PANELBOARD PPMBR4

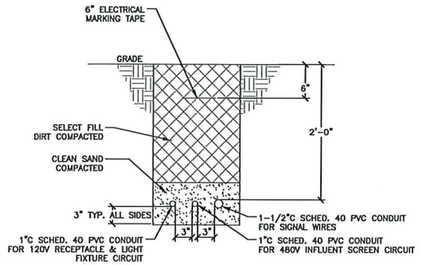
LOCATION: PROCESS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 250A, 480/277V, 3ϕ, 4W
MINIMUM SHORT-CIRCUIT INTERRUPTION RATING: 35,000 AIC
MAIN BREAKER TRIP: 250A MCB
FED FROM: MCC-MBR
INCOMING FEED: REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM
ENCLOSURE: NEMA 12
TVSS/SURGE PROTECTION: INTEGRAL TO PANELBOARD

NOTES: REFER TO GENERAL PANELBOARD NOTES

DESCRIPTION	NOTES	LOAD	CONDUIT SIZE	ϕ/N SIZE	G SIZE	CB	CKT	A	B	C	CKT	CB	COND SIZE	ϕ/N SIZE	G SIZE	LOAD	NOTES	DESCRIPTION
METHANOL/SUPPL CARBON FEED PUMP SCP-2501	10	1/4HP	3/4"	10	10	20A/3P	3	●			2	20A/3P	3/4"	10	10	1/4HP	10	METHANOL/SUPPL CARBON FEED PUMP SCP-2502
							5		●		6							
METHANOL/SUPPL CARBON FEED PUMP SCP-2503	10	1/4HP	3/4"	10	10	20A/3P	7	●			8	50A/3P	REFER TO POWER DISTRIBUTION ONE LINE DIAGRAM			30kVA		TRANSFORMER LT-MBR3
							9		●		10							
							11			●	12							
SPARE						20A/3P	13	●			14	20A/3P						SPARE
							15		●		16							
							17			●	18							
SPARE						20A/3P	19	●			20	20A/3P						SPARE
							21		●		22							
							23			●	24							
SPARE						20A/3P	25	●			26	20A/3P						SPARE
							27		●		28							
							29			●	30							
SPARE						20A/1P	31	●			32	20A/1P						SPARE
SPARE						20A/1P	33		●		34	20A/1P						SPARE
SPARE						20A/1P	35			●	36	20A/1P						SPARE
SPARE						20A/1P	37	●			38	20A/1P						SPARE
SPARE						20A/1P	39		●		40	20A/1P						SPARE
LTG-METH/CARBON STORAGE FACILITY	5	0.18kW	3/4"	12	12	20A/1P	41			●	42	20A/1P	3/4"	12	12	0.18kW	5	LTG – ALUM STORAGE FACILITY

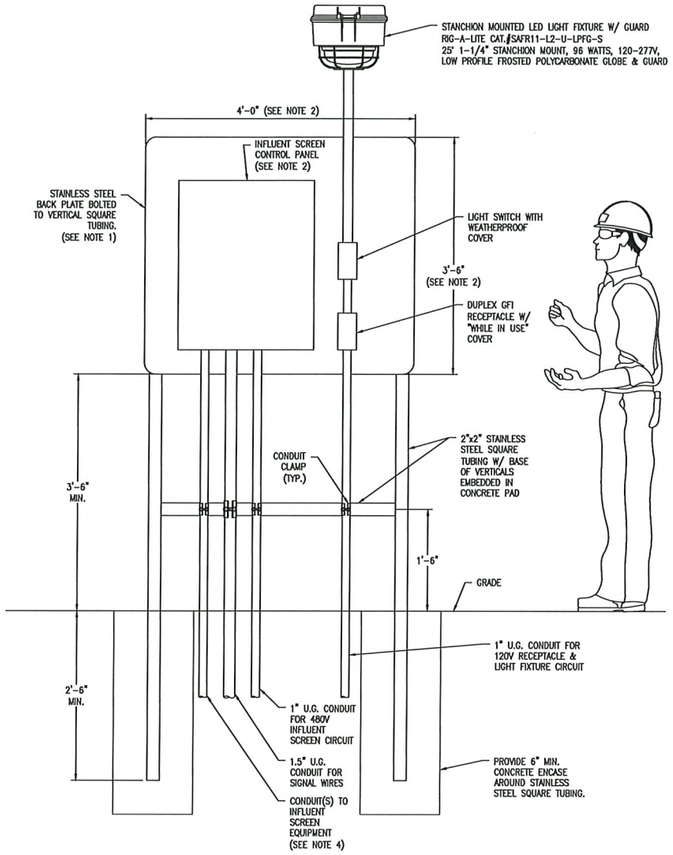
PANELBOARD LPMBR3

LOCATION: PROCESS BUILDING – ELECTRICAL ROOM
MAIN BUS RATING: 100A, 208/120V, 3ϕ, 4W



1 CONDUIT DUCTBANK DETAIL

SCALE: N.T.S.



2 INFLUENT SCREEN CONTROL PANEL SUPPORT

SCALE: 1"=1'-0"

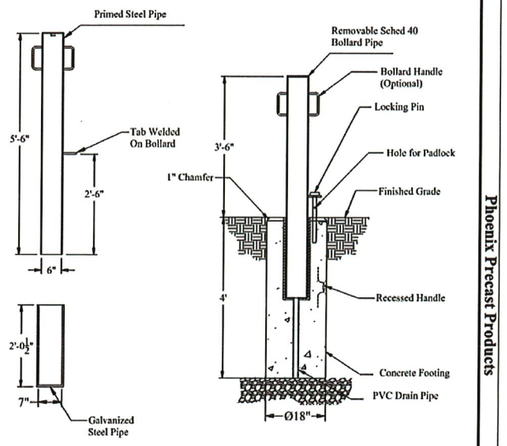
INFLUENT SCREEN EQUIPMENT NOTES:

1. ATTACH STAINLESS STEEL BACK PLATE TO VERTICAL STAINLESS STEEL SQUARE TUBING WITH (6) 5/16" x 2-1/2" LONG GRADE 5 BOLTS, FLAT WASHERS, AND NYLON LOCK NUTS, 3 ON EACH SIDE. MOUNT EQUIPMENT TO BACK PLATE WITH STAINLESS STEEL BOLTS AND NYLON LOCK NUTS AS REQUIRED.
2. E.C. SHALL VERIFY DIMENSION OF INFLUENT SCREEN CONTROL PANEL WITH FINAL APPROVED EQUIPMENT SUBMITTAL (DIM. SHOWN IS 24"W x 30"H) & VERIFY THERE IS SUFFICIENT SPACE ON BACK PANEL PRIOR TO MATERIAL PURCHASE. E.C. SHALL ALSO VERIFY SUFFICIENT SPACE FOR ALL OTHER SELECTED EQUIPMENT SHOWN.
3. ALL ABOVE GROUND CONDUIT INCLUDING 90° VERTICAL ELBOWS SHALL BE PVC COATED RIGID GALVANIZED STEEL. CONDUIT FROM 90° VERTICAL ELBOWS U.G. SHALL BE SCHED. 40 PVC.
4. E.C. SHALL VERIFY CONDUIT(S) SHOWN FOR INFLUENT SCREEN CONTROLS WITH FINAL APPROVED EQUIPMENT SUBMITTAL.

1-800-639-2199 Fax (603) 224-2927

Phoenix Precast Products

77 Regional Drive Concord, NH 03301



General Notes
1.) Steel Reinforcement Conforms to Latest ASTM Specification: ASTM A-185 Welded Wire Fabric
2.) Concrete: fc = 4,000 PSI @ 28 Days Minimum
3.) Weight: 1,300 Lbs

Phoenix Precast Products	Phoenix Standard Locking 6" Removable Bollard
	P/N: PB-6REMPHNX

27Jan14_Rev1.ews

Phoenix Precast Products

Bollard-Phnx Std Locking 6in_Removable Bollard (+)

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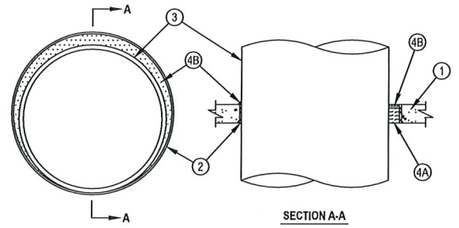
CAJ 1155

System No. C-AJ-1155

Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating — 2 and 3 Hr (See Item 3)	F Rating — 2 and 3 Hr (See Item 3)
T Rating —0 Hr	FT Rating — 0 Hr
L Rating At Ambient — Less Than 1 CFM/sq ft	FH Rating — 2 and 3 Hr (See Item 3)
L Rating At 400 F — 4 CFM/sq ft	FTH Rating — 0 Hr
W Rating — Class 1 (See Item 4)	L Rating At Ambient — Less Than 1 CFM/sq ft
	L Rating At 400 F — 4 CFM/sq ft



SECTION A-A

Hilti Firestop Systems

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Page: 1 of 2

CAJ 1155

System No. C-AJ-1155

1. Floor or Wall Assembly — Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 32 in. (813 mm). See Concrete Blocks (CAZT) category in Fire Resistance Directory for names of manufacturers.
2. Metallic Sleeve (Optional) — Nom 32 in. (813 mm) diam (or smaller) Schedule 40 (or heavier) steel pipe cast or grouted into floor or wall assembly, flush with floor or wall assembly.
3. Through Penetrants — One metallic pipe or tubing to be installed either concentrically or eccentrically within the firestop system. Pipe or tubing to be rigidly supported on both sides of floor or wall assembly. The annular space shall be min 0 in. (point contact) to max 12 in. (305 mm). When maximum annular space exceeds 2-1/4 in. (57 mm) the F Rating is 2 hr. The following types and sizes of metallic pipes or tubing may be used:
   A. Steel Pipe — Nom 20 in. (508 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   B. Iron Pipe — Nom 20 in. (508 mm) diam (or smaller) cast or ductile iron pipe.
   C. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing or nom 6 in. (152 mm) diam (or smaller) steel electrical metallic tubing or nom 6 in. (152 mm) diam (or smaller) steel conduit.
   D. Copper Tubing — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
   E. Copper Pipe — Nom 6 in. (152 mm) diam (or smaller) Regular (or heavier) copper pipe
4. Firestop System — The firestop system shall consist of the following:
   A. Packing Material — Min 4 in. (102 mm) thickness of min 4 pcf (64 kg/m3) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top end of sleeve for floors or from both ends of sleeve for walls to accommodate the required thickness of fill material.
   B. Fill, Void or Cavity Material* — Sealant — Min 1/2 in. (13 mm) thickness of fill material applied within the annulus, flush with the top end of the sleeve for floors, or with both ends of the sleeve for walls. Min 1/2 in. (13 mm) thick bead of all material to be installed around pipe at interface of sleeve for point contact installations. W Rating applies only when FS-ONE MAX Intumescent Sealant is used. For the W Rating, max annular space is 1-7/8 in. (48 mm) and an additional film of sealant shall be applied over the sleeve (when used) lapping at least 1/2 in. (13 mm) onto top surface of floor or both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Seatant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. February 20, 2015

Page: 2 of 2

3 HILTI WALL PENETRATION DETAIL

SCALE: N.T.S.

ISSUED FOR REVIEW
XX-XX-26
PROJ. TBVLL24002 REV. 0

PENNONI ASSOCIATES INC.
Christiana Executive Campus
121 Continental Drive, Suite 207
Newark, DE 19713-4310
T 302.655.4451 F 302.654.2895

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

WASTE WATER TREATMENT PLANT INFLUENT SCREEN

BERRYVILLE, VA 22611

DETAILS

TOWN OF BERRYVILLE

NO.	DATE	REVISIONS	BY
0	XX-XX-26	ISSUED FOR CONSTRUCTION	KMB

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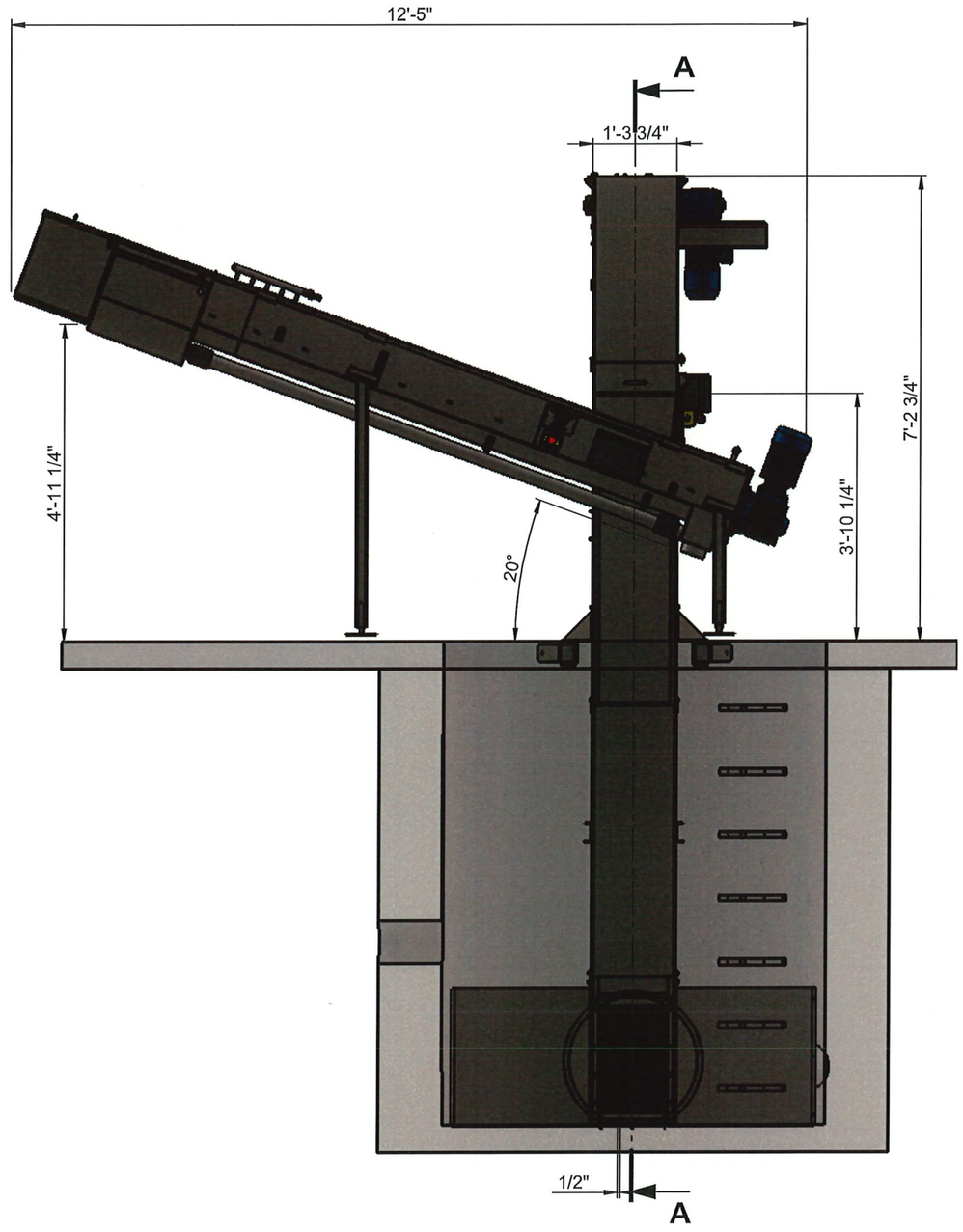
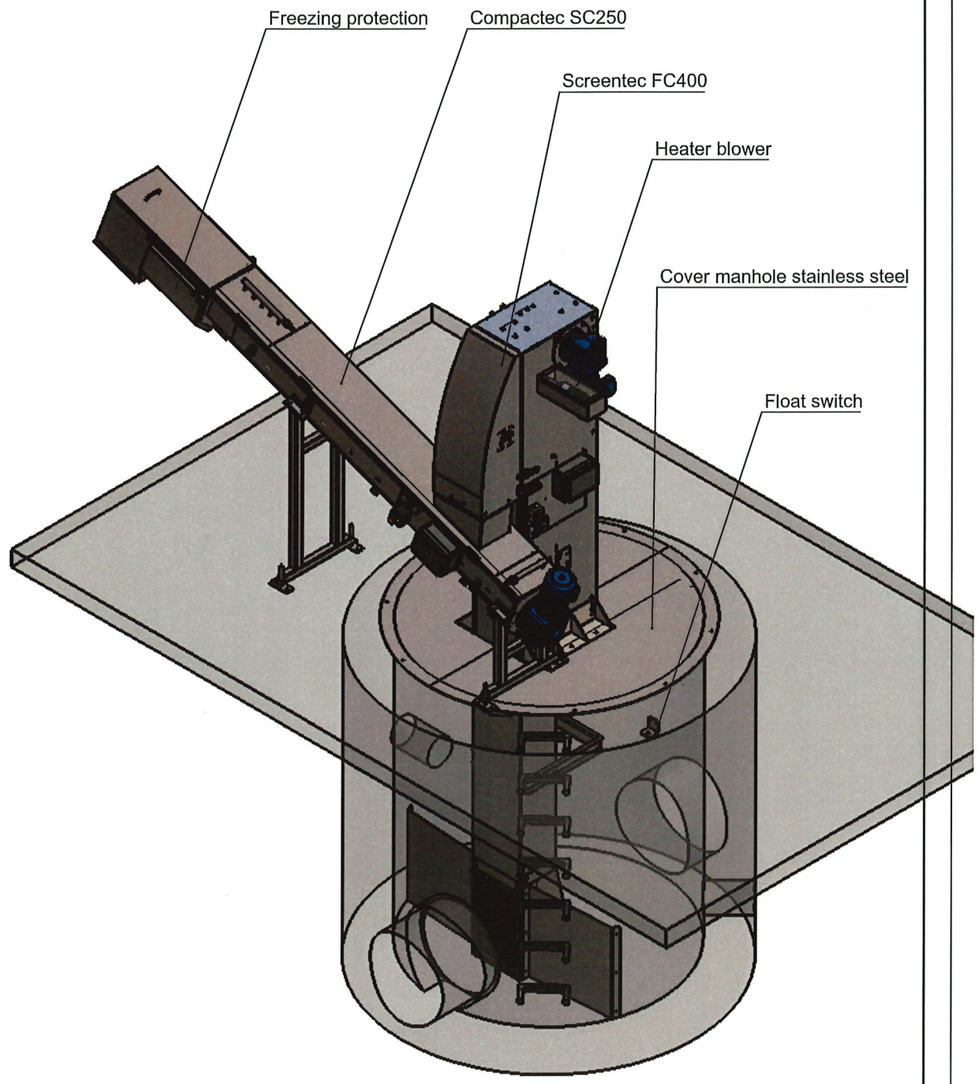
PROJECT		TBVLL24002
DRAWN BY KMB	DATE 02/05/26	APPROVED DVH
BUILDING -	FLOOR -	AREA -

24002-E1

SCALE	SHEET	REV
AS NOTED	- OF -	0

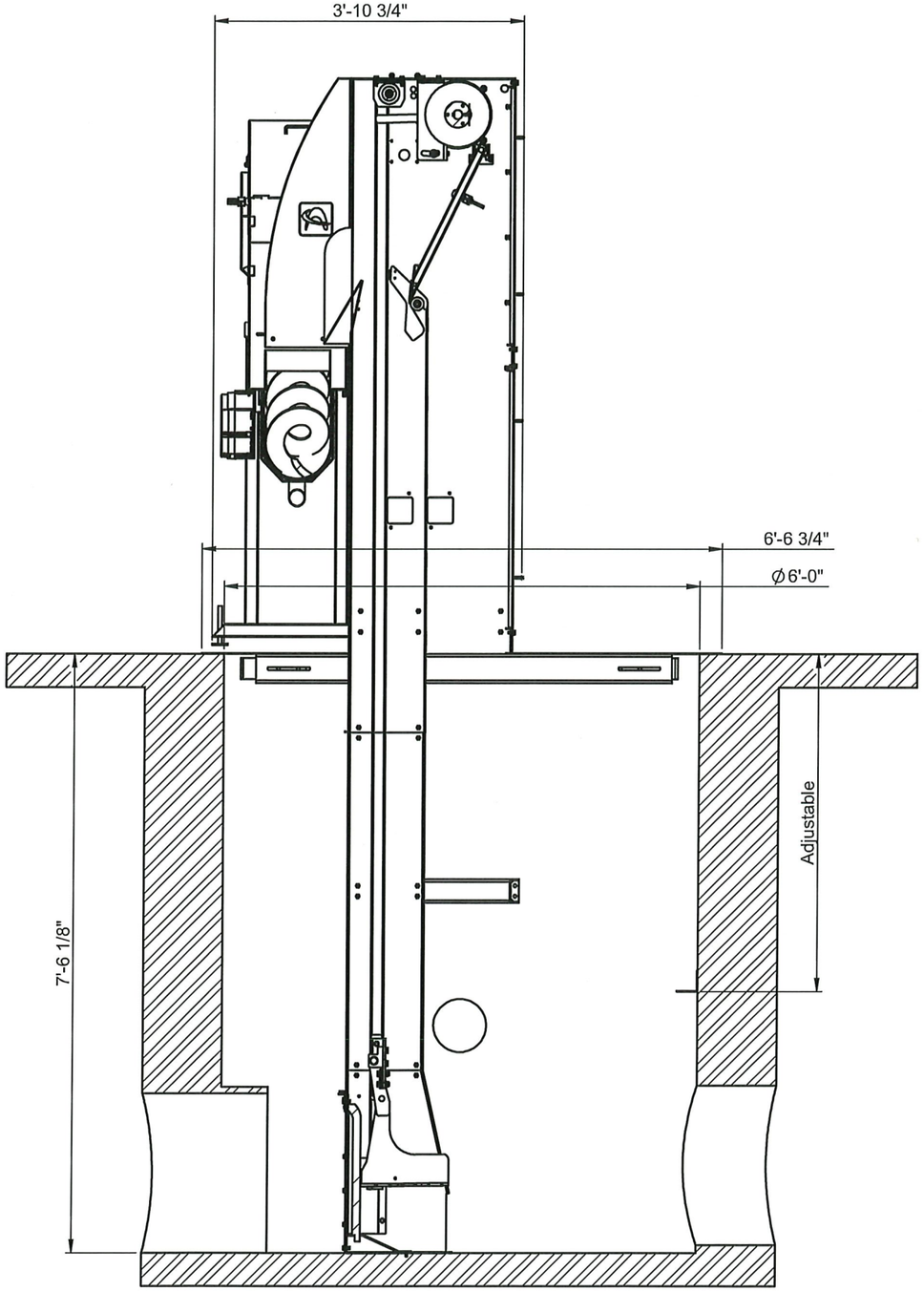


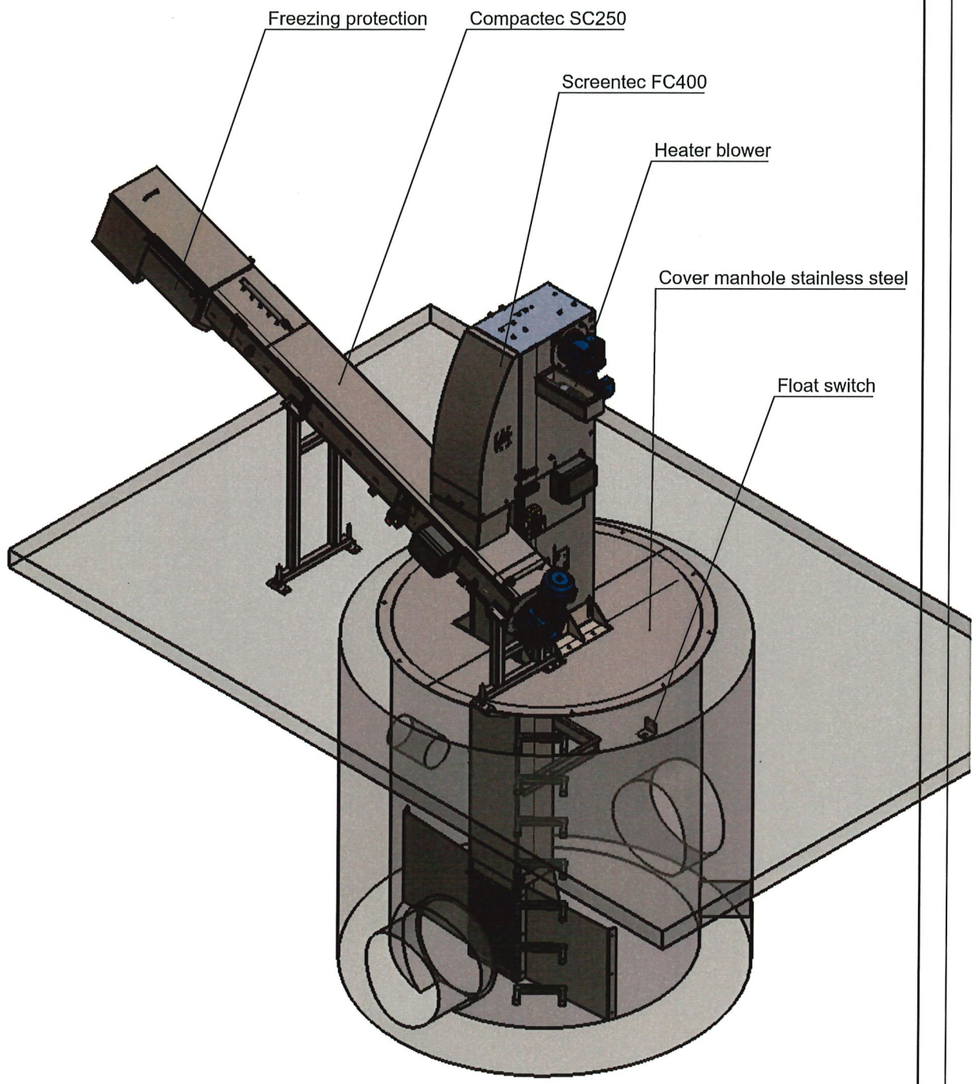


OR APPROVED EQUAL

PART NUMBER : **PRO-016-IMP - ind C**		Description : **Screentec FC400 + Compactec SC250**				
Aqualitec Screening Equipment & Sludge Treatment		MATERIAL :	E			
			D			
		WEIGHT :	C			
			B	Rotation Compactec SC250	LA	02/02/2026
			A	First issue	YR	07/13/2022
PROJECTION :		Sheet : 1 Format : A3H	Ind	Modification	Name	Date
Design by :	Date :	Scale : 1:50	Drawing are Aqualitec Corp. property, copy or communication submitted to authorization.			

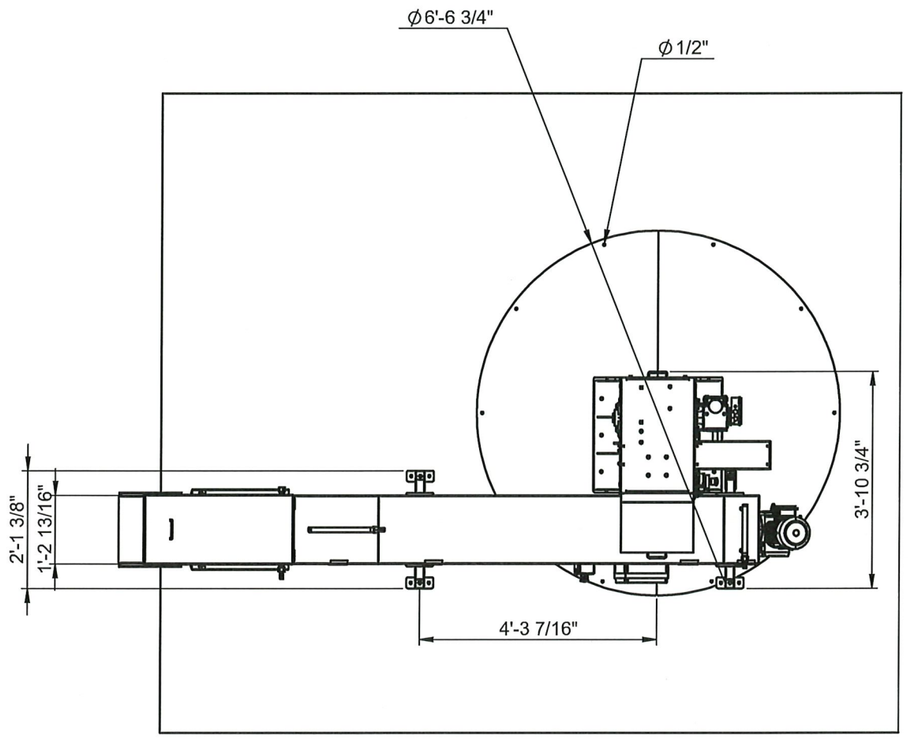
VIEW B-B
SCALE 1 : 20

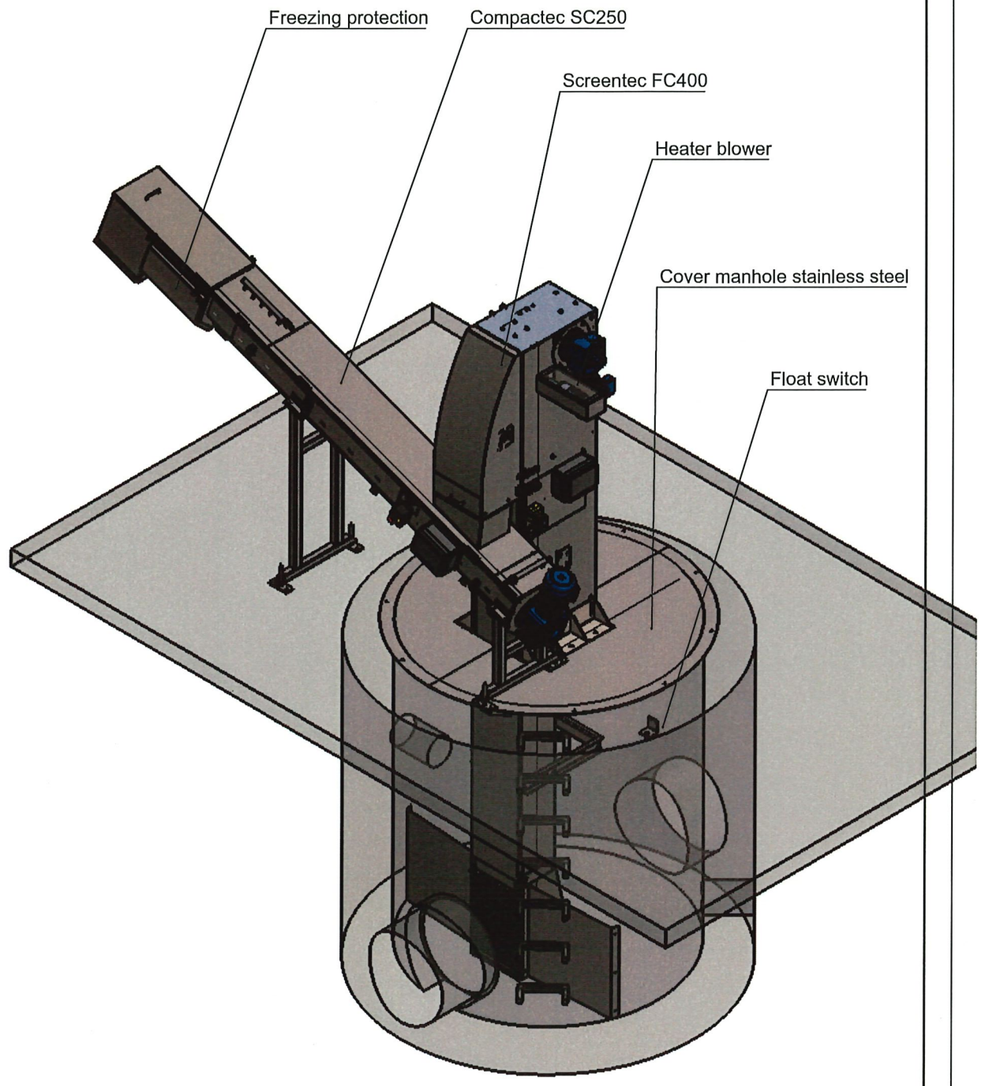




OR APPROVED EQUAL

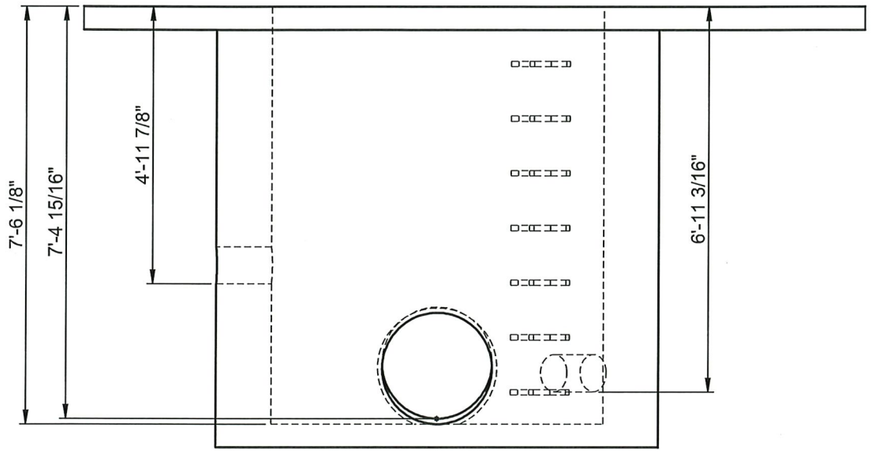
PART NUMBER : **PRO-016-IMP - ind C**		Description : **Screentec FC400 + Compactec SC250**				
Aqualitec Screening Equipment & Sludge Treatment		MATERIAL :	E			
			D			
		WEIGHT :	C			
			B	Rotation Compactec SC250	LA	02/02/2026
			A	First issue	YR	07/13/2022
PROJECTION :		Sheet : 1 Format : A3H	Ind	Modification	Name	Date
Design by :	Date :	Scale : 1:50	Drawing are Aqualitec Corp. property, copy or communication submitted to authorization.			

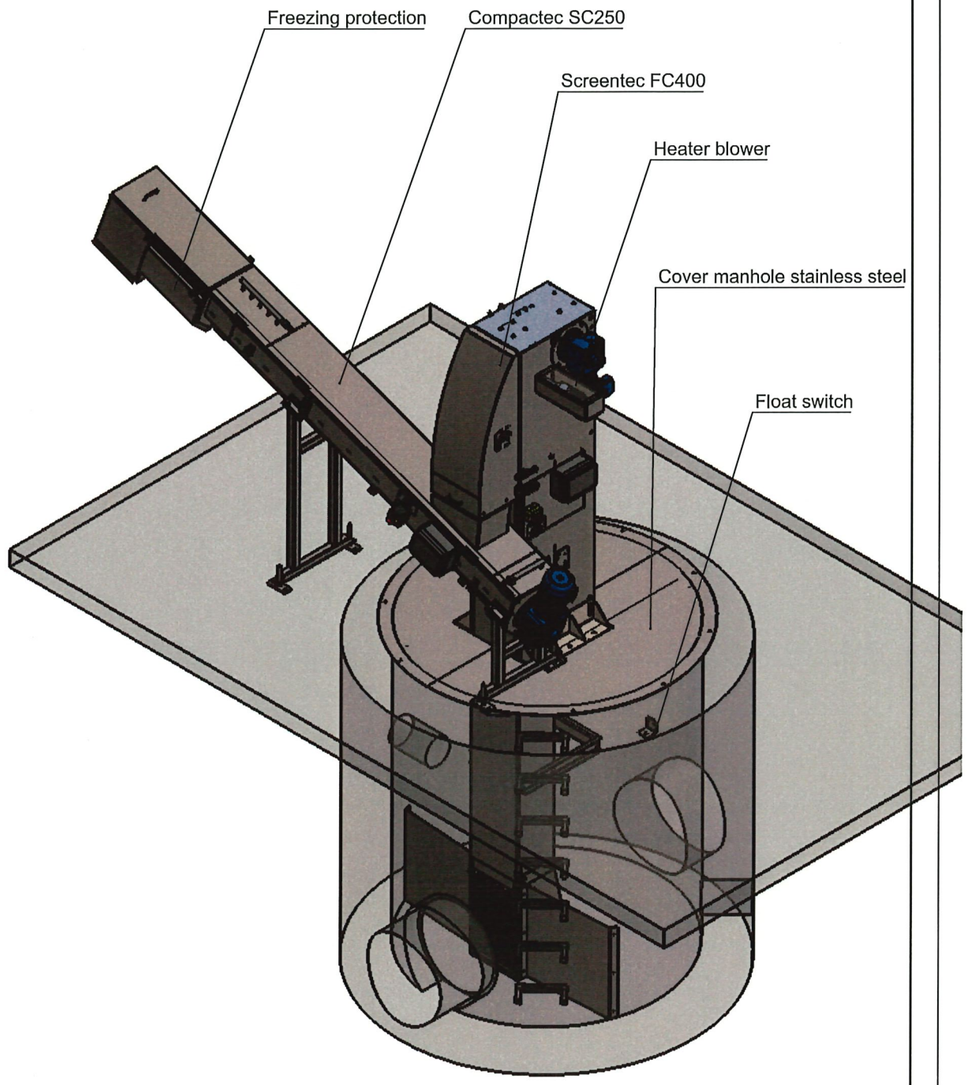


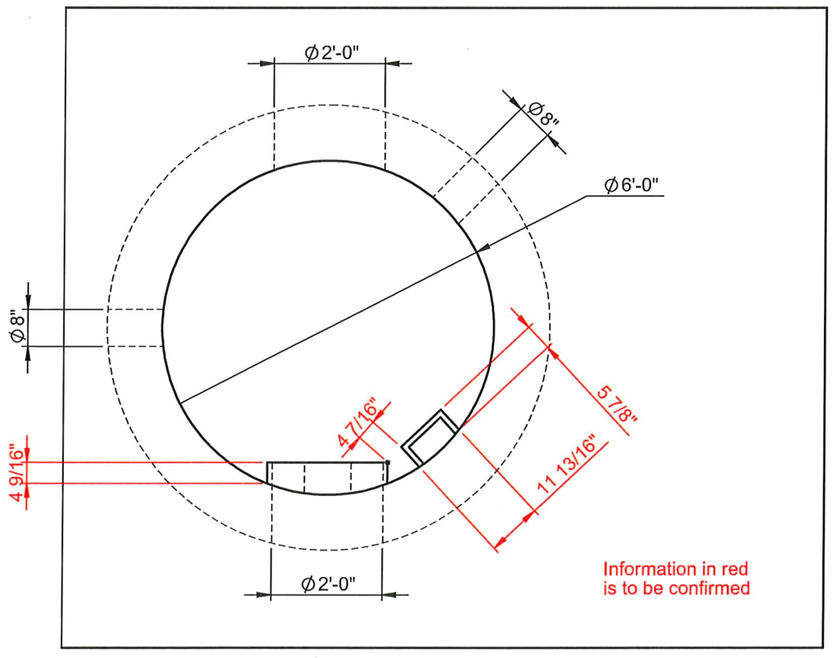


OR APPROVED EQUAL

PART NUMBER : **PRO-016-IMP - ind C**		Description : **Screentec FC400 + Compactec SC250**			
Aqualitec Screening Equipment & Sludge Treatment		MATERIAL :	E		
			D		
		WEIGHT :	C		
			B	Rotation Compactec SC250	LA 02/02/2026
			A	First issue	YR 07/13/2022
PROJECTION :		Sheet : 1 Format : A3H	Ind	Modification	Name Date
Design by :	Date :	Scale : 1:50	Drawing are Aqualitec Corp. property, copy or communication submitted to authorization.		







OR APPROVED EQUAL

PART NUMBER : **PRO-016-GC**		Description : **Screentec FC400 + Compactec SC250**				
Aqualitec Screening Equipment & Sludge Treatment		MATERIAL :	E			
			D			
			C			
		WEIGHT :	B	Rotation Compactec SC250	LA	02/02/2026
			A	First issue	YR	07/13/2022
PROJECTION :		Sheet : 1 Format : A3H	Ind	Modification	Name	Date
Design by :	Date :	Scale : 1:50	Drawing are Aqualitec Corp. property, copy or communication submitted to authorization.			

March 10, 2026
Review/Discussion

IFB Water Treatment Plant Duct Bank

Overview

The planned water treatment plant upgrade project includes the construction of a new duct bank from the treatment plant to the raw water intake. A portion of the duct bank will traverse the land of the Casey Tree Foundation (Property Owner).

The Property Owner has been extremely helpful during the treatment plant upgrade plan development and granted the Town an expanded easement that will accommodate the existing improvements, the proposed duct bank, and future raw water transmission needs. As a part of the easement expansion, the Property Owner and the Town established a window during which the duct bank that traverses a portion of the property in question must be installed. That construction period begins on May 15, 2026 and ends on September 15, 2026.

To meet the construction period permitted under the aforementioned easement agreement, the portion of the duct bank that traverses the property in question has been isolated into its own project. The remainder of the duct bank and the work at the raw water intake will be bid as a part of the treatment plant upgrade.

Proposal

The project would provide for the construction of approximately 950 feet of duct bank.

The Town has budgeted for the water treatment plant upgrade in FY26. It is anticipated that the FY27 budget will also provide funds for the water treatment plant upgrade.

Attachment

- Plans for the duct bank construction across the Casey Tree Foundation property.

Recommended Action

Authorize the Town Manager to issue an IFB for construction of a duct bank for the upgraded water treatment plant.

Sample Motion

The Council of the Town of Berryville authorizes the Town Manager to issue an IFB for the construction of a portion of the duct bank that will serve an upgraded raw water pumping station and treatment plant.

BERRYVILLE WATER TREATMENT PLANT

RFP #2022-03

DUCT BANK BID SET

MILLWOOD MAGISTERIAL DISTRICT - CLARKE COUNTY, VIRGINIA

ORIG SUBMISSION DATE: MARCH 3, 2026

REVISED SUBMISSION DATE: TBD

PREPARED FOR:
OWNER/DEVELOPER

TOWN OF BERRYVILLE, VIRGINIA

101 CHALMERS COURT, SUITE A
BERRYVILLE, VA. 22611
(540) 955-1099

SHEET INDEX	
SHEET	SHEET TITLE
CS0000	COVER SHEET
CS6000	OVERALL DUCT BANK EXTENSION PLAN
CS6001	GRADING DRAINAGE AND E&S PLAN - DUCT BANK EXTENSION
CS6050	DUCT BANK TYPICAL SECTION AND DUCT BANK DETAILS

LOCATION MAP
Scale: 1" = 2000'

PREPARED BY:

PENNONI ASSOCIATES INC.

117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139
F 540.665.0493

LOCAL UTILITIES

RAPPAHANNOCK ELECTRIC CO-OP
137 KELLEY COURT
FRONT ROYAL, VIRGINIA 22630
(540) 662-2037

VERIZON
404 HILLANDALE LANE
WINCHESTER, VIRGINIA 22602
(540) 665-3156

COMCAST COMMUNICATIONS
195 RAINVILLE ROAD
WINCHESTER, VIRGINIA 22602
(540) 504-0942

WASHINGTON GAS
350 HILLANDALE LN.
WINCHESTER, VIRGINIA 22602
(540) 868-7913

TOWN OF BERRYVILLE PUBLIC WORKS
101 CHALMERS COURT, SUITE A
BERRYVILLE, VIRGINIA 22611
(540) 955-1099

CALL BEFORE YOU DIG

ALWAYS CALL 811 BEFORE YOU DIG IN VIRGINIA
CALL 1-800-552-7001
SECTION 56-265.17 REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL OR BLAST VIRGINIA UTILITY PROTECTION SERVICE, INC.
TICKET NUMBER(S):

DUCT BANK BID SET

PLOTTED: 3/2/2026 4:51 PM, BY: Kelly Hollow PLOTSTYLE: Pennoni NCS.ctb
U:\Accounts\TBVLL\TBVLL22002 - PE Services - Water Treatment Plant\02-DESIGN_SHEETS\WTP Duct Bank Bid Set\CS0000.dwg

PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

COMMONWEALTH OF VIRGINIA
DAVID L. FRANK
Lic. No. 1061
DRAFT
LANDSCAPE ARCHITECT

BERRYVILLE WATER TREATMENT PLANT
RFP #2022-03
DUCT BANK BID SET
2970 SPRINGSBURY ROAD | PIN 23-A-24
MILLWOOD MAGISTERIAL DISTRICT
COVER SHEET
TOWN OF BERRYVILLE, VIRGINIA
101 CHALMERS COURT, SUITE A | BERRYVILLE, VA. 22611

NO.	DATE	REVISIONS	BY

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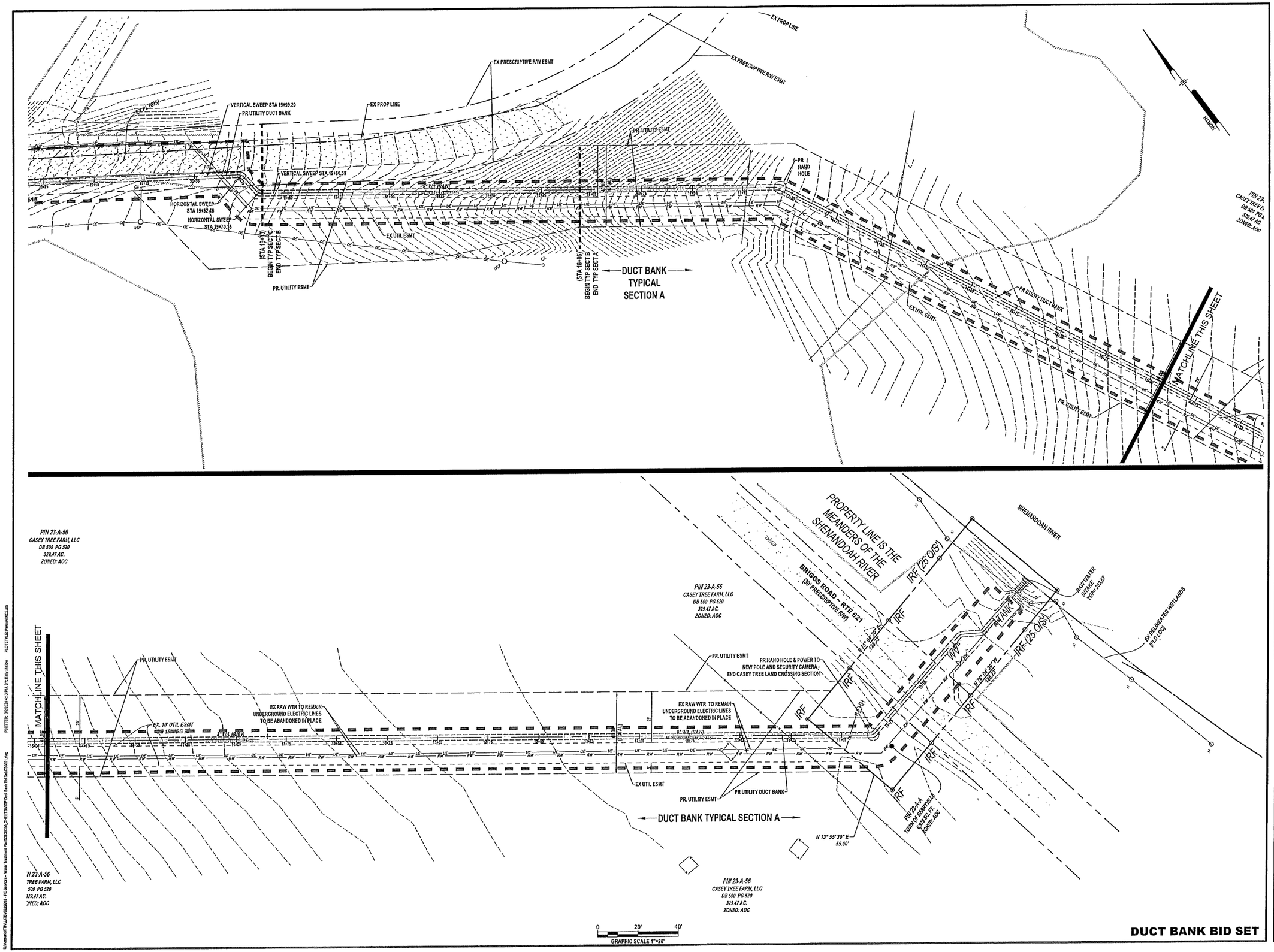
PROJECT	TBVLL22002
DATE	MARCH 3, 2026
DRAWING SCALE	AS NOTED
DRAWN BY	KLM
APPROVED BY	DLF

CS0000

TOTAL SHEETS 4



Pennoni
PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493

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DAVID L. FRANK
Lic. No. 1661
DRAFT
LANDSCAPE ARCHITECT

BERRYVILLE WATER TREATMENT PLANT
RFP #2022-03
DUCT BANK BID SET
2970 SPRINGSBURY ROAD | PIN 23-A-24
MILLWOOD MAGISTERIAL DISTRICT
GRADING DRAINAGE AND E&S PLAN - DUCT BANK EXTENSION
TOWN OF BERRYVILLE, VIRGINIA
101 CHAMBERS COURT, SUITE A | BERRYVILLE, VA 22611

NO.	DATE	REVISIONS	BY

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PROJECT	TBVLL22002
DATE	MARCH 3, 2026
DRAWING SCALE	AS NOTED
DRAWN BY	KLM
APPROVED BY	DLF

CS6001

TOTAL SHEETS 4

PLOTTED: 3/2/2026 4:13 PM, BY: Holly Hollow PLOTSTYLE: Pennoni.ctb
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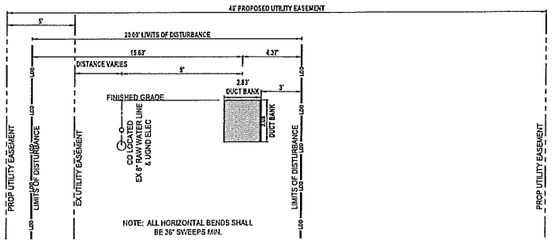
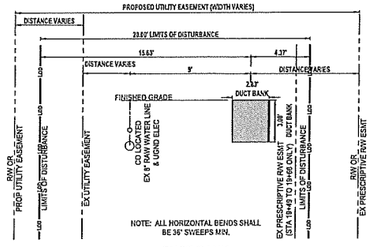


DUCT BANK
TYPICAL SECTION A
NTS



DUCT BANK
TYPICAL SECTION B
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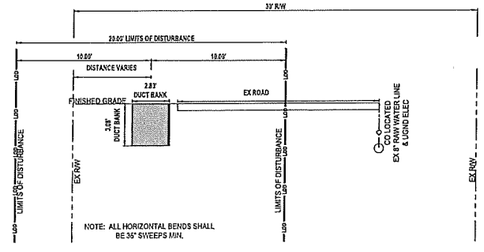
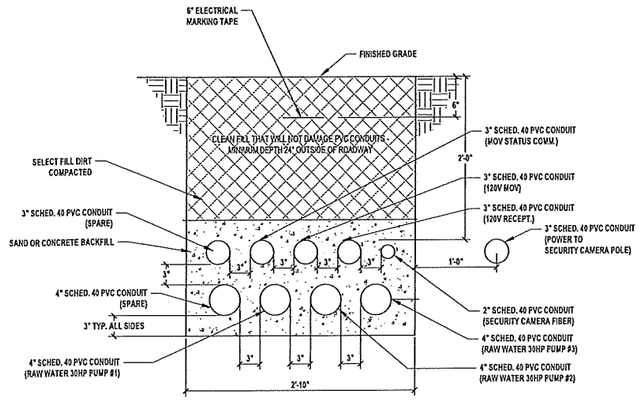
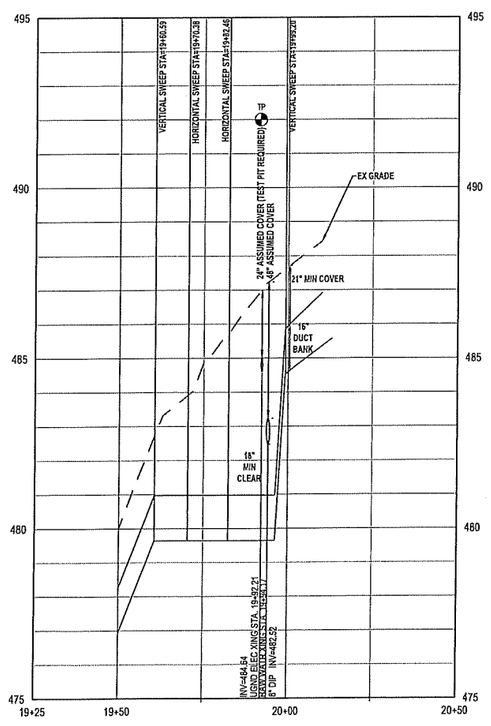


DUCT BANK
TYPICAL SECTION C
NTS



RAW WATER PUMP STATION
2 CONDUIT DUCTBANK DETAIL
SCALE: N.T.S. (OUTSIDE PAVED AREAS)

NOTE:
1. CONTRACTOR TO ENSURE CONDUITS ARE NOT CRACKED OR DAMAGED DURING TRENCH BACKFILLING



DUCT BANK STA 19+44 - 20+04
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

DUCT BANK BID SET

PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493

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DAVID L. FRANK
Lic. No. 0401
DRAFT
LANDSCAPE ARCHITECT

BERRYVILLE WATER TREATMENT PLANT
RFP #2022-03
DUCT BANK BID SET
2370 SPRINGSBURY ROAD | PIN 23-A-24
MILLWOOD MAGISTERIAL DISTRICT

DUCT BANK TYPICAL SECTION AND DUCT BANK DETAILS

TOWN OF BERRYVILLE, VIRGINIA
101 CHALMERS COURT, SUITE A | BERRYVILLE, VA 22611

NO.	DATE	REVISIONS	BY

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PROJECT	TBVLL22002
DATE	MARCH 3, 2026
DRAWING SCALE	AS NOTED
DRAWN BY	KLM
APPROVED BY	DLF

CS6050
TOTAL SHEETS 4

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Report of the Department of Public Works
March 2026

Paving/Streets
Staff have identified several road cuts and additional areas requiring attention as we compile the summer paving schedule. Locations currently under review include Hancock Court, Dorsey Street, and Smith Street, among others.

Water
Operations in the water department have remained steady. Crews are currently working on Dorsey Street in preparation for the installation of a new water line.

Sewer
Construction of the building to house the alum tank has been completed. The air compressor used for cleaning the intake system has been repaired and is fully operational.

Snow Operations
The recent winter weather event resulted in approximately two inches of snowfall; however, there was no significant accumulation on roadways or sidewalks, and no response actions were required.

Public Utilities Department Report

10th of March 2026

Item Title: Department Update
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. The Town is on schedule and in compliance with VDH consent order's Corrective Action Plan.

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.

BERRYVILLE POLICE DEPARTMENT

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

MEMO

DATE: 3/10/2026
TO: Town Council
FROM: Jason Winner, Chief
RE: Police Department Monthly Report – 2/28/2026

Monthly Activity Report

The activity report for the month of February 2026 is attached to this report.

Public Safety Committee

The Public Safety Committee did not meet in February.

Department Status Update

The department is currently fully staffed, with two recruits attending basic training at the regional academy in Middletown. Those two are set to graduate in May and then move into the Field Training Program. I would like to introduce Officer Amy Benavides who has completed Field Training and is set to be on patrol on her own.

BERRYVILLE POLICE DEPARTMENT

101 Chalmers Ct., Suite A, Berryville VA 22611
(T) 540.955.3863 (F) 540.955.0207
policeadmin@berryvilleva.gov
Jason Winner- Chief of Police

Police and Security Report (Continued)

	Year To Date 2026	February 2026	January 2026
Response to Resistance			
Total Community Interface	413	215	198
Total Enforcement Contacts	142	64	78
Physical Custody	11	4	7
Reported Force Involved	0	0	0
Administrative Review - Justified	0	0	0
Administrative Review - Not Justified	0	0	0
Complaint of Injury - Arrestee	0	0	0
Medical Treatment for Injury - Arrestee	0	0	0
Complaint of Injury - Officer	0	0	0
Medical Treatment for Injury - Officer	0	0	0
Type of Force Involved			
Compliance Hold / Open Hands	0	0	0
Takedown	0	0	0
Strikes (Hands / Knees)	0	0	0
Chemical Sprays (O.C.)	0	0	0
Impact Weapon (Baton)	0	0	0
Mechanical Non-Lethal	0	0	0
Firearm	0	0	0
Arrestee Demographics			
White Male	3	0	3
Black Male	1	0	1
Other Male	0	0	0
White Female	6	3	3
Black Female	1	1	0
Other Female	0	0	0

Berryville Police Department

2025 Annual Report

The Berryville Police Department provides 24-hour law enforcement services to residents and visitors within the jurisdiction of the Town of Berryville.

MISSION

The mission of the Berryville Police Department is to enhance the quality of life for the citizens of Berryville through a true partnership with the community; provide quality law enforcement service to all without prejudice or bias and increase public safety through visibility and vigilant enforcement of law thereby reducing the fear and incidence of crime.

CORE VALUES

Commitment – To providing the highest level of law enforcement services to the community.

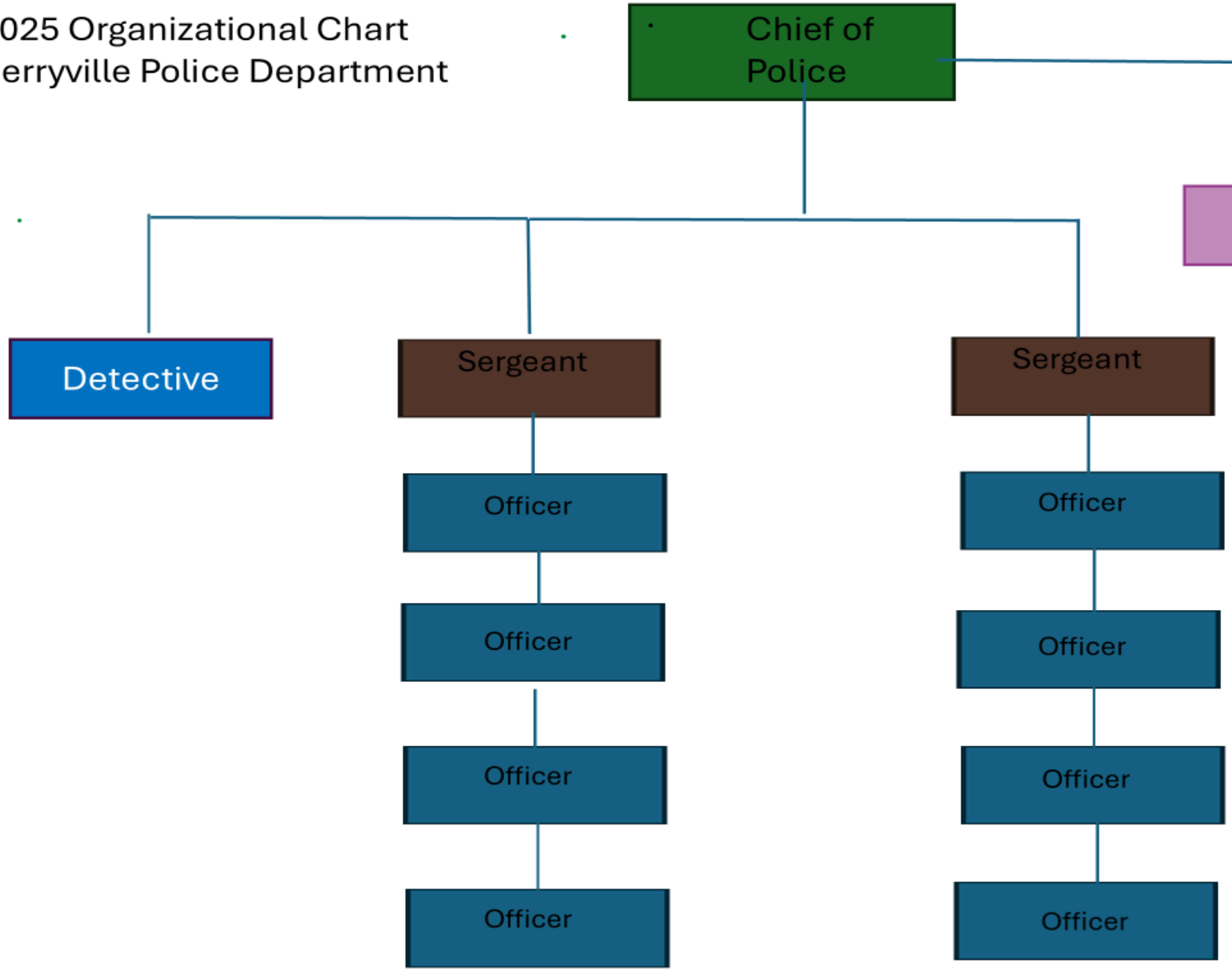
Service – To a community that has entrusted matters of health, safety, and welfare to this department.

Integrity – Consistently doing the right things in the right way.

Excellence – Striving to be the best in all aspects of serving the citizens of Berryville.

DEPARTMENT ORGANIZATION

2025 Organizational Chart
Berryville Police Department



- The Berryville Police Department is authorized for twelve full-time sworn law enforcement officers, which includes two Sergeants, eight patrol officers, one detective, and the Chief of Police. In addition, the department is supported by a civilian Administrative Assistant. The department maintains a fleet of seven emergency service vehicles that are equipped with mobile data terminals, speed enforcement equipment, and in-car video cameras. All officers are issued body worn cameras which are utilized to record interactions while providing law enforcement services to the community.
- All officers of the department receive and maintain their certification as a law enforcement officer through the Virginia Department of Criminal Justice Services. The department is a member agency of the Skyline Regional Criminal Justice Academy. Within the department, several officers are certified as instructors through the Virginia Department of Criminal Justice Services.
- The Chief of Police is the department head who reports to the Town Manager and provides updates to the Public Safety Committee of the Town Council. Funding for the department is derived through the town's general fund as well as a variety of grant sources.

CALLS FOR SERVICE

The department responded to a total of 1,913 calls for service in calendar year 2025. The chart on the next page details the main call types that officers responded to within the community.

Calls for service are requests received from the public which initiate a response from the department. The table on the next page does not include officer-initiated activity such as traffic stops or the enforcement of parking violations. However, it does include Driving Under the Influence call types.

2025 CALLS FOR SERVICE

Call Type	
911 Hang Up	23
Alarm	77
Animal Complaint	90
Assault	23
Assist County	102
Assist EMS/Fire	125
Auto Larceny	1
Burglary	3
Civil Complaint	82
Disturbance	35

Domestic Disturbance	25
DUI	12
Drunk In Public	10
Fraud	38
Larceny	36
Harassment	32
Homicide	0
Identity Theft	5
Juvenile Related	23
Mental Health Crisis	59
Narcotics Related	4

Noise	15
Public Service	59
Sexual Assault	2
Robbery	0
Shoplifting	0
Suspicious Activity	207
Trespassing	24
Vandalism	35
Welfare Check	89
Miscellaneous	677
Total	1913

COMMUNITY ENGAGEMENT

The Berryville Police Department is very active in the community. Here are some of the events from 2025:

- ✓ National Night Out
- ✓ Daycare/School Visits
- ✓ 10Th Annual Car Show
- ✓ Holiday Toy Drive
- ✓ Berryville Christmas Parade
- ✓ Child Safety Seat Installation

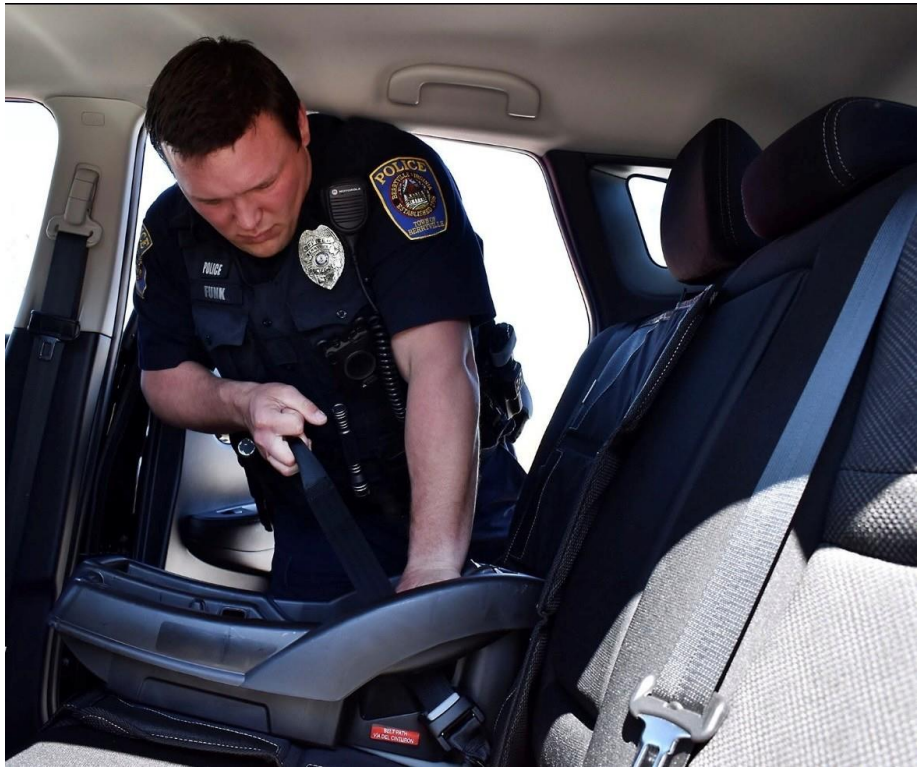
Panasonic
TOUGHBOOK

POLICE
TOWN OF WAXHAW
FUNK

NATIONAL NIGHT OUT 2025

HOLIDAY TOY DRIVE

Officer Preston Funk installing a child safety seat.



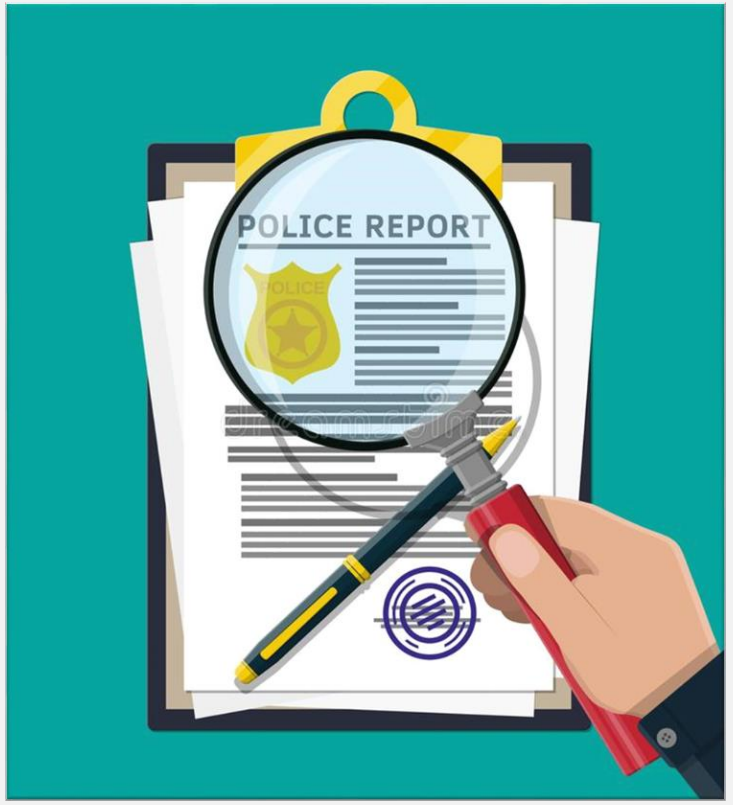
Coffee with a Cop.

TOWN OF PERRYVILLE
POLICE

POLICE
MILLER
POLICE
BAYLISS
PROTEIN BAR

REPORTABLE INCIDENTS

The department responds to a wide variety of calls over the course of a year. Not all calls for service made to the department initiate an investigation or require the generation of a report. The department is guided by criteria established by the FBI Uniform Crime Report when determining the type of incidents that require the generation of a report. NIBRS (National Incident-Based Reporting System) is a crime reporting system managed by the Federal Bureau of Investigation as part of the Uniform Crime Reporting Program. It collects detailed, incident-level data from law enforcement agencies about crimes, victims, offenders, property, and arrests.



2025 NIBRS REPORTABLE INCIDENTS

NIBRS REQUIRES REPORTING FOR SPECIFIC GROUP A (MORE SERIOUS, DETAILED REPORTING) AND GROUP B (ARREST-ONLY) OFFENSES AS DEFINED BY THE FEDERAL BUREAU OF INVESTIGATION UNDER THE UNIFORM CRIME REPORTING PROGRAM.

There may be differences in the reported incidents for several reasons, including:

- NIBRS reports are based on finalized, submitted, or approved records, whereas calls for service are based on what is reported to law enforcement;
- Charges or offense types may be updated after initial entry but before or after NIBRS submission;
- Certain incidents recorded in the Police Department's (RMS) Records Management System (e.g., informational reports) may not be NIBRS-reportable offenses;
- NIBRS has strict offense definitions and scoring rules (e.g., hierarchy and incident-based standards) that may differ from how incidents are tracked internally in the RMS.

Offenses	58
Fondling	0
Sexual Assault	1
Simple Assault	11
Aggravated Assault	0
Intimidation	1
Burglary	4
Theft From Building	2
Theft From Vehicle	6
Theft of Vehicle Parts	1
All Other Larceny	2

Shoplifting	1
Motor Vehicle Theft	1
Forgery	2
False Pretenses / Fraud	9
Credit/ATM/Wire Fraud	1
Identity Theft	1
Hacking / Computer	0
Other Stolen Property	0
Destruction of Property	12
Narcotics	3
Pornography	0

2025 (NON-NIBRS SPECIFIC) REPORTABLE INCIDENTS

Call Type	
Mutual Aid – County	40
Mutual Aid – Other	2
Animal Bite	4
Mental Health - ECO	8
Mental Health - TDO	3
Mental Health - VOL	7
Overdose	3
Police Information	44
Property – Found	16
Property - Lost	4

Civil Matter	1
Traffic - Crash	29
Hit and Run	7
Traffic Offense	12
Traffic – Elude	2
Warrant Service	11
Missing Person	4
All Others	32
Total	229

ARREST STATISTICS

The Berryville Police Department executed a variety of different criminal papers, including arrest warrants, capias, criminal summons, and indictments during calendar year 2025. The information contained on the next page illustrates the race and sex of those individuals arrested within the Town of Berryville.

The information includes only the primary offense for which the offender was arrested and does not account for all crimes that the individual may have been charged with as some offenders were alleged to have committed multiple offenses.

2025 Berryville Police Department Arrest Statistics

Primary Offense		White Male	Black Male	White Female	Black Female	Resident	Non-Resident
Robbery	(1)	0	0	1	0	0	1
Simple Assault	(8)	3	1	3	1	7	1
Motor Vehicle Theft	(1)	0	1	0	0	0	1
Fraud	(1)	1	0	0	0	1	0
DUI	(12)	8	1	3	0	4	8
Disorderly Conduct	(0)	0	0	0	0	0	0
Destruction of Property	(2)	2	0	0	0	2	0
Drugs	(5)	2	1	2	0	1	4
Weapon Law Violation	(0)	0	0	0	0	0	0
Traffic Related	(6)	5	0	1	0	3	3
All Others	(18)	11	0	6	1	12	6
Totals	(54)	32	4	16	2	30	24

RESPONSE TO RESISTANCE

The table on this page denotes when department members were required to utilize force in order to overcome the resistance presented by individuals during the course of their apprehension. Officers are required to report all instances where force is necessary in order to place an individual into custody. These reports are administratively reviewed to ensure that the actions taken by the officer were lawful and in accordance with department policies and procedures.

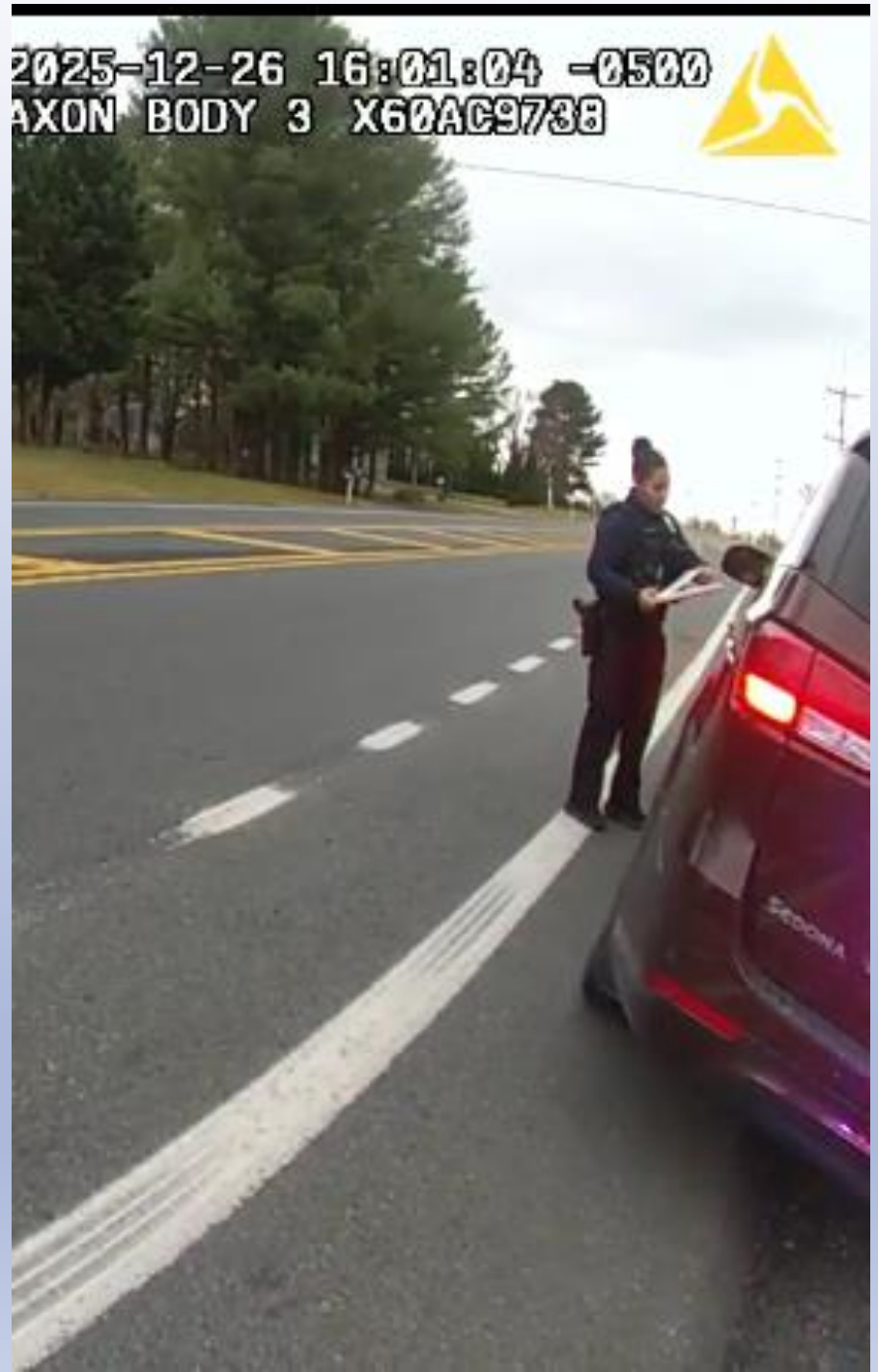
	2025	2024	2023	2022
Physical Custody	27	42	29	40
Force Involved	2	4	3	2
Administrative Review - Justified	2	4	3	2
Administrative Review – Not Justified	0	0	0	0
Complaint of Injury - Arrestee	0	0	0	0
Medical Treatment - Arrestee	0	0	0	0
Complaint of Injury - Officer	0	0	0	0
Medical Treatment - Officer	0	0	0	0

RESPONSE TO RESISTANCE 2025

THESE TWO TABLES REPRESENT THE TYPES OF FORCE USED BY OFFICERS AND THE DEMOGRAPHICS OF THOSE INVOLVED IN SUCH INCIDENTS.

Demographics Involved	2025	2024	2023	2022
White Male	1	0	1	2
Black Male	1	2	0	0
Other Male	0	0	0	0
White Female	0	2	2	0
Black Female	0	0	0	0
Other Female	0	0	0	0

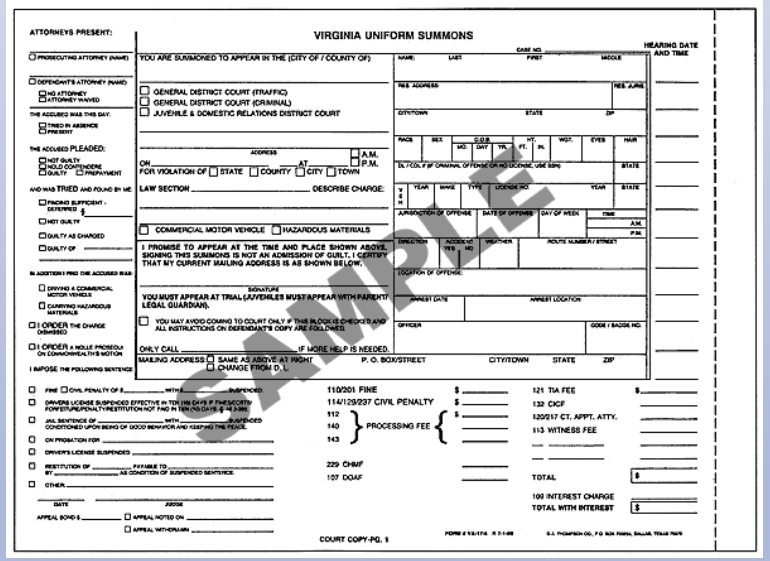
Type of Force Involved	2025	2024	2023	2022
Compliance Hold / Open Hands	0	3	2	0
Takedown	2	1	1	2
Strikes – Hands / Knees	0	0	0	0
Chemical Sprays	0	0	0	0
Impact Weapon (Baton)	0	0	0	0
Mechanical Non-Lethal	0	0	0	0
Firearm	0	0	0	0



TRAFFIC ENFORCEMENT

2025 Traffic Citations Issued

Offense	Count
Expired Inspection	2
No Operator License	16
Driving While Suspended	3
Expired / Improper Registration	13
Passing on Double Yellow	2
Fail To Yield Right of Way	6
Fail To Obey Highway Sign	105
Texting While Driving	5
Improper Passing	4
Following Too Closely	2
Reckless Driving	6
Speeding	98
No Liability Insurance	1
Misc Violations	13
Totals	**276**


VIRGINIA UNIFORM SUMMONS

SAMPLE

Offense	Count
Fail To Obey Traffic Light	8
Defective Equipment / Lights	18
Texting While Driving	8
Expired Registration	2
Expired License	1
Fail To Have Vehicle Inspected	2
Fail To Stop at Stop Sign	17
Fail to Obey Lane Markings	37
Fail To Obey Highway Sign	49
Fail To Yield Right of Way	1
Speeding	90
Other	58
Total	291

2025 Traffic Warnings Issued

Crash Type	2024	2025	
Reportable – Injury	2	7	
Reportable – Property Damage	12	21	
Hit and Run - Reportable	3	7	
Non-Reportable	39	40	
Totals	**56**	**75**	

TRAFFIC CRASHES

The department responded to a total of 75 motor vehicle crashes in 2025. The table shown here depicts the annual total classification of crashes for years 2024 and 2025.

In the beginning of 2025, a reportable crash, as defined by the Code of Virginia, involved an injury and / or combined damage to the vehicles involved in excess of $1,500.00. On March 21, 2025, that threshold amount changed to $3000.00

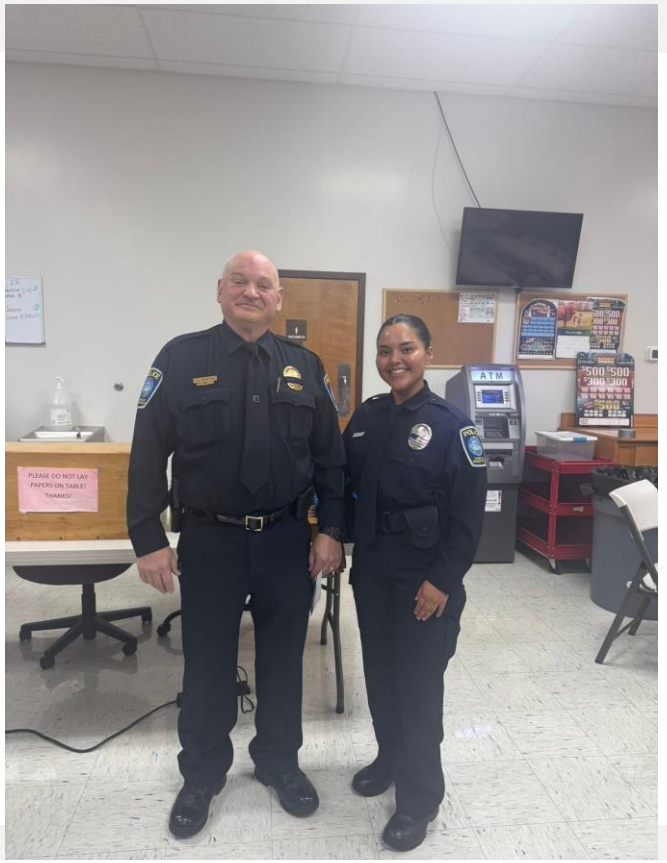
Leadership Change

Neal White retires on July 18, 2025, after 26 years of service to the Town of Berryville.

Sgt. Tim Bristol, serving Berryville since 2008, assumes position of interim Chief of Police, effective July 19, 2025.

FILLING THE RANKS

Berryville Police Department welcomed Officer Amy Benavides after she graduated from Skyline Regional Criminal Justice Academy Law Enforcement Basic #17 in November 2025.



OFFICER RECOGNITION

At the 2025 Mothers Against Drunk Driving (MADD) Virginia Law Enforcement Awards on December 11, 2025, in Richmond, Officer Jaclyn Saldana, from the Berryville Police Department, received a MADD award. She was recognized for her work with the Berryville Police Department, including traffic enforcement and impaired-driving interdiction efforts

DEPARTMENT ACCREDITATION

The Berryville Police Department was awarded re-accreditation by the Virginia Law Enforcement Professional Standards Committee (VLEPSC) in December of 2025. This was a tremendous accomplishment for the department, joining only 105 other Virginia law enforcement agencies to attain this designation. Approximately 30% of all Virginia law enforcement agencies have received accreditation through VLEPSC.

ADDITIONAL INFORMATION

The Berryville Police Department posts a weekly incident activity report on-line so residents can stay informed about incidents taking place in their neighborhood. These reports can be accessed by visiting the Town of Berryville website at

www.berryvilleva.gov

In addition to the activity reports, you can find information about programs offered by the police department and Town on the official website. Some of the programs offered by the police department include:

House Checks
Child Car Seat Inspections
Fingerprinting
Security Assessments

Town Council Agenda Item Report Summary

March 10, 2026

Item Title
Community Development Update

Prepared By
Terry Russell

Planning Commission
The Planning Commission met on February 24, 2026. The Commission set a public hearing for March 24, 2026 for the Friant property rezoning request by The Christopher Cos, Inc.

Berryville Area Development Authority
The BADA met on February 25, 2025. It discussed the Potential Future Growth Areas identified in the 2015 Berryville Area Plan.

Architectural Review Board
The ARB met on March 4, 2024 and approved a Certificate of Appropriateness for a hanging sign for 23 Crow Street.

Tree Board
The Tree Board has not met since the last Town Council meeting. It's next meeting will be held on April 1, 2026.

Board of Zoning Appeals
The BZA has not met since the last Town Council meeting.

Wayfinding
On February 23, 2026 FASTSIGNS of Glen Allen, VA was given a notice of intent to award a contract on March 9, 2023 for gateway signs and parking directional signs.

East Fairfax Street and Mosby Boulevard Sidewalks
Town staff will hold a meeting with Imperio Construction on March 13, 2026 to coordinate the date for construction of the sidewalks to begin and the procedures they need to follow before and during construction.

West Fairfax Street Sidewalks
The design of the West Fairfax Street sidewalks, curb and gutter, and storm sewer project is under review by the Virginia Department of Transportation (VDOT). VDOT will either ask for additional revisions or give the go ahead to proceed to the right-of-way acquisition phase of the project.

Administration and Finance Report

March 10, 2026

Item Title:

Report of the Administration and Finance Department

Prepared by:

Cynthia Poulin, Treasurer

Attachments:

1. ARPA Report
2. November Cash Balance

MARCH 10, 2026
Monthly Update

American Rescue Plan Act of 2021

Funds expended over the past month
The February 2026 expenditure report is attached.

Attachments
- Febuary 2026 ARPA Expenditure Report
- ARPA Master List
- Project Status Reports

ARPA MASTER LIST

2/28/2026

	PROJECT NAME	BUDGET	SPENT TO DATE	BALANCE	%COMPLETE	
1	Computers:Utility Clerk,PWs	$ 2,437.90	$ 2,437.90	$ -	100%	Admin
2	Police Radio Replacements	$ 75,000.00	$ 75,000.00	$ -	100%	
3	PW Compressor	$ 23,629.85	$ 23,629.85	$ -	100%	infra
4	Water Dist Sys Flushing Equip	$ 7,500.00	$ 9,844.38	$ -	100%	infra
5	Water Meter Reading Equip	$ 12,458.03	$ 12,458.03	$ -	100%	infrastr
6	Grants for Improper Con to Sewer Sys	$ 4,500.00	$ 4,500.00	$ -	100%	grant
7	W/s Admin Fees	$ 175,260.82	$ 175,260.82	$ -	100%	
8	Premiuim Pay for Employees	$ 172,000.00	$ 174,323.86	$ -	100%	premium pay
9	Grant John H Enders/Rescue Squad *	$ 80,000.00	$ 80,000.00	$ -	100%	grant
10	Grant to Barns of Rose Hill *	$ 40,000.00	$ 40,000.00	$ -	100%	grant
11	Grant for Façade Improvement	$ 196,185.08	$ 196,185.08	$ -	100%	grant
12	Website	$ 5,845.29	$ 5,845.29	$ -	100%	Admin
13	Leak Study	$ 8,662.50	$ 8,662.50	$ -	100%	infra
14	SSES Study	$ 117,868.73	$ 117,868.73	$ -	100%	infra
15	River Pumping Station Upgrade	$ 25,000.00	$ 28,538.55	$ -	100%	infra
16	Water Meter & Setter Replacements *	$ 350,000.00	$ 350,000.00	$ -	95%	infra
17	Hermitage Pump Station	$ 26,000.00	$ 26,000.00	$ -	100%	infra
18	Booster Building Upgrade	$ 20,000.00	$ 22,985.85	$ -	100%	infra
19	WWTP Headworks Lighting Upgrade	$ 4,764.00	$ 4,764.00	$ -	100%	infra
20	Ridge Road Water Main	$ 25,939.04	$ 25,939.04	$ -	100%	infra
21	Water, Sewer and Drainage Projects	$ 2,228,476.76	$ 2,228,476.76	$ -	100%	infra
22	Rockcroft Water Main Abandonment	$ 10,000.00	$ 10,550.96	$ -	100%	infra
23	Security Upgrades	$ 125,000.00	$ 100,995.91	$ -	100%	infra/admin70
24	Drainage Dorsey, Walnut, Treadwell	$ 1,500.00	$ 1,500.00	$ -	100%	infra
25	Bel Voi and Battletown Water Main Repl	$ -	$ 11,612.50	$ -	100%	infra
26	Wayfinding Signs	$ 140,000.00	$ 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	$ 275,558.44	$ 267,727.06	0%	
	Administrative /Legal Fees	$ 60,000.00	$ 45,055.39	$ 15,592.60	75%	Admin
	Total Encumbered	$ 4,534,986.00	$ 4,155,366.34	$ 379,619.66		
	Total ARPA	$ 4,534,986.00				

* Project For (2) two years

Feb-26

	BUDGETED	USED THIS MONTH	TOTAL USED	BALANCE	PERCENT USED	
Signage						
Estimated cost of these actions						
- Signage	$ 140,000.00	$ -	$ 43,700.00	$ 96,300.00	31%	$ 140,000.00
- Total			$ 43,700.00			$ 140,000.00
Fund balance from first payment						$ 30,715.34
Fund balance from second payment						$ 65,584.66
Complete necessary water and sewer infrastructure projects						
Capital Projects						
Estimated cost of these actions						
- Cost of the projects	$ 3,495,500.79	$ 300.00	$ 1,601,974.10	$ -	85.00%	$ 3,485,953.17
			$ 1,625,799.63	$ 267,727.06		$ 3,485,953.17
Total			$ 3,227,773.73			
Fund balance from first payment						$ -
Fund balance from second payment						$ 267,727.06
Pay for administrative costs						
Esimated cost of these actions						
- Administrative costs per FY (5.5)	$ 60,000.00	$ -	$ 44,407.40	$ 15,592.60	74%	$ 60,000.00
- Total			$ 44,407.40			$ 60,000.00
Fund balance from first payment						$ 15,592.60

NOTES:

INFRASTRUCTURE COSTS:		1st Tranche	$ 2,267,493.00
Frazier Assoc.(Wayfinding)	$ -	Used to date	$ 2,221,185.06
Core & Main	$ -	Balance	$ 46,307.94
VA RIGGERS	$ -		
Pete McLean	$ -	2nd Tranche	$ 2,267,493.00
Norfolk Southern	$ -	Used to date	$ 1,934,181.28
FUOG Interbuild	$ -	Balance	$ 333,311.72
Pennoni (Water Projects Bel Voi & Battletown)	$ 300.00		
Webster Nursery(Concrete walls)	$ -		
Total	$ 300.00		

Project Status Report 16

Date: 3/10/2026

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: 3/10/2026

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	75%	On Track
2. Determine Sign locations	75%	On Track
3. Secure VDOT approvals	95%	On Track
4. Develop offering for design and construction/award/have signs fabricated	30%	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. NEW IFB ISSUED 12/15/2025 FOR FABRICATION AND INSTALLATION.		

Project Issues or Concerns:

Project Status Report

29

Date: 3/10/2026

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: $275,558.44
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:

Cash Balance Report

Period Ending 2/28/2026

Town of Berryville

3/5/2026 7:38 AM

	Bank Information	Balance
1	Bank of Clarke Operating Acct#- 1138499	-$100,604.20
2	Bank of Clarke NOW Acct#- 1138502	$5,550,476.64
3	Bank of Clarke Payroll Acct#- 1138510	$40,275.86
4	Bank of Clarke CIP Acct#- 1138405	$21,286,345.36
5	Bank of Clarke SW Acct#- 1138413	$495,344.79
6	Bank of Clarke PDAF Acct#- 1138421	$25,546.88
7	Bank of Clarke DSR Acct#- 1138456	$113,322.50
9	Bank of Clarke RAU Acct#- 1138472	$953.41
10	Bank of Clarke VRA Reserve Acct#- 6041647	$470,000.00
11	Bank of Clarke Proffer Reserve Acct#- 1897098	$90,478.34
12	Bank of Clarke Performance Bonds Acct#- 1910841	$11,333.70
13	TRUIST Acct#- 5137523525	$568,687.51
14	Bank of Clarke PD Contributions Acct#- 5759859	$10,038.78

Total Cash Balance:	$28,562,199.57

Check Listing

Date From: 2/1/2026 Date To: 2/28/2026
Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Check Number	Bank	Vendor		Date	Amount
10443	1	BLOSSMAN GAS INC		02/04/2026	**$849.17**
10444	1	BOOR, RICHARD		02/04/2026	**$1,050.00**
10445	1	CORE & MAIN LP		02/04/2026	**$853.64**
10446	1	Dalton, Keith		02/04/2026	**$75.00**
10447	1	HUFF, VICKIE BRAITHWAITE & PAICH, ERIN LYNN 11547		02/04/2026	**$37.13**
10448	1	John H. Enders Fire Company		02/04/2026	**$30,000.00**
10449	1	JUAN MUNGUIA		02/04/2026	**$56.53**
10450	1	Petti, Jean		02/04/2026	**$75.00**
10451	1	Stuart M. Perry, Inc		02/04/2026	**$4,136.73**
10452	1	TEMP-A-TRON INC		02/04/2026	**$419.00**
10453	1	Treasurer of Clarke County		02/04/2026	**$658.40**
10454	1	ULINE INC	VOIDED	02/04/2026	**$1,257.08**
10455	1	CARLOS HERNANDEZ		02/11/2026	**$70.93**
10456	1	CONVERGINT TECHNOLOGIES		02/11/2026	**$640.08**
10457	1	GDP GEOTECHNICAL SERVICES INC		02/11/2026	**$56.53**
10458	1	LINDA M ELYEA		02/11/2026	**$235.00**
10459	1	LUDWIG EMILY 13416		02/11/2026	**$260.07**
10460	1	MICHELLE BEILER-MEJIA		02/11/2026	**$34.62**
10461	1	Michelle M. Jones		02/11/2026	**$1,160.00**
10462	1	NADHIRA AL-KHALILI		02/11/2026	**$6.62**
10463	1	ROYAL WINCHESTER PROPERTY LLC		02/11/2026	**$14.54**
10464	1	Select Specialty Products		02/11/2026	**$716.34**
10465	1	Shade Equipment Company		02/11/2026	**$3,939.10**
10466	1	Skyline Regional CJA		02/11/2026	**$408.05**
10467	1	TERRY ISHAM		02/11/2026	**$79.62**
10468	1	Total Pest Services, Inc		02/11/2026	**$247.00**
10469	1	Treasurer of Frederick County		02/11/2026	**$7,865.72**
10470	1	U.S. BANK NATIONAL ASSOCIATION		02/11/2026	**$435.47**
10471	1	ULINE INC		02/11/2026	**$1,193.81**

Check Listing

Date From: 2/1/2026 Date To: 2/28/2026
Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Check Number	Bank	Vendor	Date	Amount
10472	1	VALLEY REGIONAL ENTERPRISES, INC.	02/11/2026	**$52.00**
10473	1	VIRASEC IT Support Services, Inc.	02/11/2026	**$4,633.59**
10474	1	ZIPPORHA E HARRIS	02/11/2026	**$198.47**
10475	1	BLOSSMAN GAS INC	02/18/2026	**$1,091.27**
10476	1	Hall Company, The	02/18/2026	**$1,791.73**
10477	1	INBODEN ENVIRONMENTAL SVCS	02/18/2026	**$25,068.58**
10478	1	Jno. S. Solenberger & Co., Inc	02/18/2026	**$282.90**
10479	1	KUSTOM SIGNALS INC	02/18/2026	**$416.00**
10480	1	NUCKOLS PROPERTY SOLUTION	02/18/2026	**$3,775.00**
10481	1	PENNONI ASSOCIATES INC	02/18/2026	**$600.00**
10482	1	SOUTHERN AIR INC	02/18/2026	**$27,239.27**
10483	1	U.S. BANK NATIONAL ASSOCIATION	02/18/2026	**$15.00**
10484	1	Valley Automation	02/18/2026	**$2,646.00**
10485	1	Winchester Star, The	02/18/2026	**$226.05**
10486	1	AMHERST FAMILY PRACTICE	02/25/2026	**$143.00**
10487	1	ANDREW FLEGER	02/25/2026	**$220.39**
10488	1	APPLE VALLEY SCALE CO	02/25/2026	**$265.00**
10489	1	AUGUSTA ACTUATION LLC	02/25/2026	**$12,220.00**
10490	1	BARCO PRODUCTS LLC	02/25/2026	**$830.73**
10491	1	BKT UNIFORMS	02/25/2026	**$314.00**
10492	1	BLOSSMAN GAS INC	02/25/2026	**$1,109.36**
10493	1	BOOR, RICHARD	02/25/2026	**$1,200.00**
10494	1	Broy & Son Pump Service, Inc	02/25/2026	**$5,980.00**
10495	1	Carroll Construction Co.	02/25/2026	**$2,070.00**
10496	1	CLARKE COUNTY AUTO	02/25/2026	**$253.24**
10497	1	COMBS WASTEWATER MANAGEMENT LLC	02/25/2026	**$75.00**
10498	1	CORE & MAIN LP	02/25/2026	**$8,480.32**
10499	1	DONALD B RICE TIRE CO	02/25/2026	**$3,086.70**
10500	1	DORYCE ANDERSON	02/25/2026	**$164.23**

Check Listing

Date From: 2/1/2026 Date To: 2/28/2026
Vendor Range: 1-800 FLOWERS - Zuleger, David E. & Joanne C.

Check Number	Bank	Vendor	Date	Amount
10501	1	HERCULES FENCE	02/25/2026	**$500.00**
10502	1	HERRING, JONATHAN EDWARD & PAMELA J 4873	02/25/2026	**$27.74**
10503	1	Inframark	02/25/2026	**$920.00**
10504	1	Minnesota Life Insurance Co.	02/25/2026	**$723.84**
10505	1	MORTON SALT, INC.	02/25/2026	**$2,133.18**
10506	1	Process Componets, Inc.	02/25/2026	**$425.81**
10507	1	Red Beard Diesel LLC	02/25/2026	**$4,368.73**
10508	1	Red Bud Supply	02/25/2026	**$433.99**
10509	1	SANDS ANDERSON PC	02/25/2026	**$346.00**
10510	1	Shade Equipment Company	02/25/2026	**$415.74**
10511	1	TETIANA LEBID	02/25/2026	**$71.54**
10512	1	THOMSON REUTERS	02/25/2026	**$244.56**
10513	1	Treasurer of Clarke County	02/25/2026	**$684.69**
10514	1	U.S. BANK NATIONAL ASSOCIATION	02/25/2026	**$2,072.85**
10515	1	ULINE INC	02/25/2026	**$1,520.04**
10516	1	Waterloo Electric Service, LLC	02/25/2026	**$291.25**
10517	1	Y-PERS	02/25/2026	**$369.05**
75		Checks Totaling -		**$176,828.02**

Totals By Fund

	Checks	Voids	Total
100	$87,928.75	$1,257.08	$86,671.67
501	$41,765.08		$41,765.08
502	$47,134.19		$47,134.19
Totals:	$176,828.02	$1,257.08	$175,570.94

March 10, 2026
Set Public Hearing

Proposed Tax Rates for 2026

History

The Town reviews the tax rates on all real property, including real property and tangible personal property of public service corporations, and all other tangible personal property, including machinery and tools.

In Tax Year 2025, the Council decreased the real estate tax rate from $.20 per $100 assessed valuation to $.139 per $100 assessed valuation because of the reassessment completed by Clarke County. The Council also increased the personal property tax relief discount from 35% to 49%.

The machinery and tools and personal property tax rates have not been adjusted for several years.

Proposed changes

- No change in rates from Tax Year 2025
- It is expected that the tax rates be adopted on April 14, 2026 and become effective on January 1,2026.

Attachments

- Public Hearing Notice
- Tax Rate History
- 2026 RE Tax Rate Analysis
- 2026 PP tax rate Analysis
- Motion to set Public Hearing

Requested Action

Staff requests that the Council review the Town of Berryville tax rates as proposed, direct staff to make any changes needed, and set a public hearing for the April 14, 2026 regular meeting.

Sample Motion

I move that the Council of the Town of Berryville set a public hearing on April 14, 2026 for review of Tax Year 2026 tax rates on all real property, including real property and tangible personal property of public service corporations, and all other tangible personal property, including machinery and tools.

BERRYVILLE TOWN COUNCIL
PUBLIC HEARING NOTICE

The Berryville Town Council will hold the following public hearing at 7:00 p.m., or as soon after as this matter may be heard, on **Tuesday, April 14, 2026**, in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia to consider the following:

Proposed Tax Rates for 2026
Listed below are the proposed tax rates for the tax year beginning January 1, 2026, on all real property, including real property and tangible personal property of public service corporations, and on all other tangible personal property, including machinery and tools.

A. $.139 per $100 assessed valuation on real estate, including real estate of public service corporations;
B. $1.25 per $100 assessed valuation on tangible personal property except machinery and tools;
C. $1.30 per $100 assessed valuation on tangible machinery and tools.

The proposed real estate tax rate reflects no increase in the real estate rate that was adopted for the year 2025.

The proposed personal property tax rate reflects no increase in the personal property rate that was adopted for the year 2025. It is proposed that for tax year 2026 the personal property tax relief discount be set at 49%. The proposed relief discount is unchanged from the discount adopted for the year 2025.

The proposed machinery and tools tax rate reflects no increase in the machinery and tools rate that was adopted for the year 2025.

Proposed Schedule of Water and Sewer Fees and Charges
Water User Fees within corporate limits or the limits within approved annexation area would increase from $10.30 to $11.62 per 1,000 gallons of usage. The minimum charge would increase from $5.00 to $8.72. Others would increase from $12.87 to $14.53 per 1,000 gallons of usage. The Sewer User Fees within corporate limits or the limits within approved annexation area would increase from $17.78 to $18.31 per 1,000 gallons of usage. The minimum charge would increase from $15.00 to $13.73. Others would increase from $22.22 to $22.89 per 1,000 gallons of usage. Water and Sewer availability fees increase by approximately 3 percent. If the new schedule of fees is adopted, it is expected that the new rates will become effective on June 18, 2026.

Proposed repeal and readopt Appendix C- Erosion and Sediment Control Ordinance

Proposed amendments to Regulations for Special Events and Demonstrations; and revisions to Construction Standards and Specifications Manual

Proposed amendments to Berryville Code Sec. 10-49- Parking of commercial vehicles in residential areas and Sec. 10-50-Parking and storage of travel trailers, boats, etc. in residential areas.

Copies of materials related to this matter may be examined at the Town of Berryville Business Office, Berryville Clarke County Government Center, 101 Chalmers Court, Berryville, Virginia during regular

business hours and on the Town's website www.berryvilleva.gov. Additional information may also be obtained by calling the Town Business Office at 540/955-1099.

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 Town Council
Keith R. Dalton, Town Manager

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Please publish in the Winchester Star on Tuesday March 31,2026
Please call Cindy with question at 540-955-1099

	Tax Year		Real Estate		Personal Property		Machinery & Tools
	2026	**$**	**0.139**	**$**	**1.25**	**$**	**1.30**
	2025	$	0.139 ⇩	$	1.25	$	1.30
*	2024	$	0.200	$	1.25	$	1.30
	2023	$	0.200	$	1.25	$	1.30
	2022	$	0.200	$	1.25	$	1.30
	2021	$	0.200 ⇧	$	1.25	$	1.300
	2020	$	0.177 ⇩	$	1.25	$	1.300
	2019	$	0.200 ⇧	$	1.25	$	1.300
	2018	$	0.190	$	1.25	$	1.300
	2017	$	0.190	$	1.25	$	1.300
*	2016	$	0.190 ⇧	$	1.25	$	1.300
	2015	$	0.186 ⇧	$	1.25	$	1.300
	2014	$	0.136 ⇧	$	1.05	$	1.300
	2013	$	0.116	$	1.00	$	1.182
	2012	$	0.116	$	1.00	$	1.168
	2011	$	0.116	$	1.00	$	1.00
*	2010	$	0.116 ⇧	$	1.00	$	1.00
	2009	$	0.0989	$	1.00	$	1.00
	2008	$	0.0989	$	1.00	$	1.00
	2007	$	0.0989	$	1.00	$	1.00
*	2006	$	0.0989 ⇩	$	1.00	$	1.00
	2005	$	0.20	$	1.00	$	0.91
	2004	$	0.20	$	1.00	$	0.85
	2003	$	0.20	$	1.00	$	0.88
*	2002	$	0.20 ⇩	$	1.00	$	0.90
	2001	$	0.23	$	1.00	$	0.90
	2000	$	0.23	$	1.00	$	0.90
	1999	$	0.23	$	1.00	$	0.90
*	1998	$	0.23 ⇩	$	1.00	$	0.93
	1997	$	0.24	$	1.00	$	0.93
	1996	$	0.24	$	1.00	$	0.93
	1995	$	0.24	$	1.00	$	0.93
*	1994	$	0.24	$	1.00	$	1.00
	1993	$	0.24	$	1.00	$	1.00
	1992	$	0.24	$	1.00	$	1.00
	1991	$	0.24	$	1.00	$	1.00
*	1990	$	0.24 ⇩	$	1.00	$	1.00
	1989	$	0.37	$	1.00	$	1.00
	1988	$	0.37	$	1.00	$	1.00
	1987	$	0.37	$	1.00	$	1.00
*	1986	$	0.37	$	1.00	$	1.00
	1985	$	0.37	$	1.00	$	1.00
	1984	$	0.37	$	1.00	$	1.00
	1983	$	0.37	$	1.00	$	1.00
*	1982	$	0.37 ⇩	$	1.00	$	1.00
	1981	$	0.40	$	1.00	$	1.00
	1980	$	0.40	$	1.00	$	1.00

Legend

* Reassessment

⇧ Tax Increase

⇩ Tax Rate Decrease

2026 REAL ESTATE TAX RATE ANALYSIS

	LAND	IMPROVEMENTS	LESS EXEMPT PROP	LESS LAND USE	LESS TAX RELIEF	TOTAL ASSMT		TOTAL TAX	% Increase
2022 RE ASSESSMENT Actual	179,273,500	469,027,300	(11,480,300)	-	-7,801	636,812,699	8.20%	RATE $0.20 $1,273,625.40	
2023 RE ASSESSMENT Actual	180,949,100	483,937,900	(11,480,300)	-	-7,781	653,398,919	2.60%	RATE $0.20 $1,306,797.84	
2024 RE ASSESSMENT Acrtual	185,442,400	511,048,000	(11,534,800)	-	-67,422	684,888,178	4.82%	RATE $0.20 $1,369,776.36	
2025 RE ASSESSMENT Actual	300,483,400	785,456,900	(79,834,500)	-	-26,068	1,006,079,732	2.09%	RATE $0.139 $1,398,450.83	
2026 RE ASSESSMENT $ 0.139	300,483,400	785,456,900	(79,834,500)		-26,068	1,006,079,732		RATE $0.139 $1,398,450.83	
					Estimated uncollectible 1.25%			$17,480.64	
								$1,380,970.19	
2026 RE ASSESSMENT $ 0.149	300,483,400	785,456,900	(79,834,500)		-26,068	1,006,079,732		RATE $0.149 $1,499,058.80	
					Estimated uncollectible 1.25%			$18,738.24	
								$1,480,320.57	

Valuation	$.139/$100	$.149/$100	Increase per year	Increase per month
100,000.00	$ 139.00	$ 149.00	$ 10.00	$ 0.83
200,000.00	$ 278.00	$ 298.00	$ 20.00	$ 1.67
288,768.00	$ 401.39	$ 430.26	$ 28.88	$ 2.41
300,000.00	$ 417.00	$ 447.00	$ 30.00	$ 2.50
400,000.00	$ 556.00	$ 596.00	$ 40.00	$ 3.33
500,000.00	$ 695.00	$ 745.00	$ 50.00	$ 4.17

2026-2027 PERSONAL PROPERTY TAX RATE ANALYSIS

Tax Year	# VEH	Rate	Assmt	Tax Levy	PPTRA	%	Tax Amount	%	PPTRA FUNDS
2023	3615	$ 1.25	$ 81,710,005.56 6%INC	$ 963,535.27	$ 188,880.69	20%	$ 774,654.58	80%	$209,916.73
2024	3776	$ 1.25	$ 98,780,679.16 18%inc	$ 886,312.50	$ 185,075.71	21%	$ 701,236.79	79%	$209,916.73
2025	3858	$ 1.25	$ 111,902,175.50 21.7% inc	$ 1,108,779.81	$ 257,219.35	23%	$ 851,560.46	77%	$209,916.73
2026 EST	3933	$ 1.25	$ 123,092,393.05 10%inc	$ 1,108,779.81	$ 257,219.35	23%	$ 851,560.46	77%	$209,916.73
2026 EST	3933	$ 1.26	$ 123,092,393.05 10%inc	$ 1,108,779.81	$ 257,219.35	23%	$ 861,648.26	78%	$209,916.73

BERRYVILLE TOWN COUNCIL

MOTION TO SET PUBLIC HEARJNG FOR APRIL 14, 2026 ON PROPOSED TAX RATES 2026

Date: March 10, 2026

Motion By:

Second By:

I move that the Council of the Town of Berryville set a public hearing for its April 14, 2026 meeting to hear public comment on the proposed tax rates for Tax year 2026.

VOTE:

Aye:

Nay:

Absent:

ATTEST:

_____

Erecka L. Gibson, Vice Mayor

March 10, 2026
Set Public Hearing

Proposed Schedule of Water and Sewer Fees and Charges

Overview

Each year the Town Council reviews the Schedule of Water and Sewer Fees and Charges as a part of its budget review/approval process. The schedule in question sets user rates, availability fees, deposits, and the like.

When the Council reviews the Schedule of Water and Sewer Fees and Charges, it takes into account the 5-Year Rate Adjustment Plan, the 2019 Utility Rate Study, inflation, and other factors.

The Town Council last approved a Schedule of Water and Sewer Fees and Charges on April 13, 2025.

Proposal

The proposed Schedule of Water and Sewer Fees and Charges adjusts:

- minimum monthly charges so that they constitute 75% of the charge for 1,000 gallons of usage,
- user rates in accordance with adopted policy,
- deposits,
- availability fees by approximately 3.2%, and
- the hydrant meter deposit

Attachments

- Draft Schedule of Water and Sewer Fees and Charges
- Town Council's 5-year Rate Adjustment Plan

Recommended Action

Set a public hearing on the attached draft Schedule of Water and Sewer Fees and Charges for the April 14, 2026 regular Town Council meeting.

Sample Motion

I move that the Council of the Town of Berryville set a public hearing on the attached draft Schedule of Water and Sewer Fees and Charges for the April 14, 2026 regular Town Council meeting.

TOWN OF BERRYVILLE

SCHEDULE OF WATER AND SEWER FEES AND CHARGES

Draft 3/10/26

I. USER FEES

A. WATER

1. Within corporate limits or the limits of an approved annexation area: ~~$10.30~~ **$11.62** per 1,000 gallons of usage. Minimum charge ~~$5.00~~ **$8.72** per month for usage under 1,000 gallons during billing period.
2. Other: ~~$12.87~~ **$14.53** per 1,000 gallons of usage. Minimum charge ~~$6.25~~ **$10.90** per month for usage under 1,000 gallons during billing period.

B. SEWER

1. Within corporate limits or the limits of an approved annexation area: ~~$17.78~~ **$18.31** per 1,000 gallons of usage. Minimum charge ~~$15.00~~ **$13.73** per month for usage under 1,000 gallons during billing period.
2. Other: ~~$22.22~~ **$22.89** per 1,000 gallons of usage. Minimum charge ~~$18.75~~ **$17.17** per month for usage under 1,000 gallons during billing period.

II. ADMINISTRATIVE AND FACILITIES FEES AND DEPOSITS

A. ADMINISTRATIVE AND FACILITIES FEES

Monthly Administrative and Facilities Fees, charged with usage:

Water $24.35

Sewer $12.18

Late Fee: 10% of bill amount

Service Disconnection/Reconnection Fee: $50

Returned Check/ACH Fee: $50

B. DEPOSITS

Residential: individually metered single-family units, town homes, and duplexes: ~~$300~~ **$315**

Residential: multi-family with master meter: ~~$245~~ **$260** per unit

Business/Commercial excluding restaurants and laundries: ~~$300~~ **$315**

Restaurant: ~~$895*~~ **$910***

Laundry: ~~$4,620*~~ **$4,635***

Institutional: ~~$1,640*~~ **$1,655***

Industrial: ~~$5,660*~~ **$5,675***

*Town Manager may increase or decrease on the basis of actual usage.

Note: Town Manager may establish reasonable deposit amounts for use types not anticipated by this schedule.

III. AVAILABILITY FEES

A. WATER

Meter Size (Inches)	Demand Ratio	Avail. Fee (Corp. Limits or Annex. Area)	Avail. Fee (Other)	Meter Cost
5/8	1	~~$ 17,200~~ **$17,750**	~~$ 21,500~~ **$22,188**	Meter Fee
3/4	1.5	~~$ 25,800~~ **$26,625**	~~$ 32,249~~ **$33,282**	Meter Fee
1	2.5	~~$ 42,999~~ **$44,375**	~~$ 53,749~~ **$55,470**	Meter Fee
1.5	4.375	~~$ 75,248~~ **$77,656**	~~$ 94,062~~ **$97,073**	Meter Fee
2	8	~~$ 137,596~~ **$142,000**	~~$ 172,000~~ **$177,504**	Meter Fee
3	16	~~$ 275,193~~ **$284,000**	~~$ 344,000~~ **$355,008**	Meter Fee
4	25	~~$ 429,894~~ **$443,750**	~~$ 537,500~~ **$554,700**	Meter Fee
6	50	~~$ 859,978~~ **$887,500**	~~$1,074,999~~**$1,109,400**	Meter Fee

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1.

Notes:

(a) Multi-family residences are defined as any master-metered group of apartment, townhouse, condominium, or other residential units with each unit having separate kitchen facilities.

(b) In cases in which a master meter serves multi-family residences or a combination of multi-family and commercial units, the applicant will pay a fee based on the higher of A) an amount derived by multiplying .8 by the applicable water availability fee for demand ratio 1 times the total number of residential and commercial units to be served by a single meter, or B) an amount based on the meter size as specified above.

(c) Meter fee is calculated by adding the cost of the meter and a 30% (of meter cost) handling fee.

B. SEWER

Meter Size (Inches)	Demand Ratio	Avail. Fee (Corp. Limits or Annex. Area)	Avail. Fee (Other)
5/8	1	~~$18,468~~ **$19,059**	~~$23,085~~ **$23,824**
3/4	1.5	~~$27,702~~ **$28,589**	~~$34,628~~ **$35,736**
1	2.5	~~$46,170~~ **$47,648**	~~$57,714~~ **$59,560**
1.5	4.375	~~$80,800~~ **$83,383**	~~$97,820~~ **$104,230**
2	8	~~$147,747~~ **$152,472**	~~$184,686~~ **$190,592**
3	16	~~$295,494~~ **$304,944**	~~$369,372~~ **$381,184**
4	25	~~$461,710~~ **$476,475**	~~$577,144~~ **$595,600**
6	50	~~$923,419~~ **$952,950**	~~$1,154,287~~ **$1,191,200**

Greater than 6", Demand Ratio (AWWA M22) multiplied by fee for Demand Ratio 1.

IV. LATERAL OR CONNECTION FEES

Connection to the Town's water distribution and/or sewer collection system may be completed only if the following conditions are met:

- Party applying to connect to the system agrees to assume all costs associated with connection to the systems, including excavation, taps, vaults, traffic control, restoration (including pavement), testing, inspections, etc.
- Contractor responsible for completing work has been vetted and approved by the Town.
- Plans for the work, including restoration, have been approved by the Town.
- Required surety has been approved and provided to the Town.
- Required insurance coverage is in place and documentation thereof provided to the Town.
- Required permits have been issued by the Town, Virginia Department of Transportation, or another applicable agency.

V. INSPECTIONS

A. Sanitary Sewer Camera Service and Storm Sewer Camera Inspection Service **

1. Mains and Laterals Over 4 Inches in Diameter

   Mobilization Fee: $350

   Camera Fee: $3.00 per linear foot

2. 4-Inch Laterals

   Laterals Under 50 Feet in Length: $200

   Laterals 50 Feet in Length or Greater: $200 plus $3.00 per linear foot

**** Service offered as workforce and equipment availability permits.**

B. Inspections

Town staff: $75 per hour (1 hour minimum for any inspection then billed at ½ hr. increments thereafter) ***

***** Service offered as workforce availability permits.**

Licensed professional engineer or approved third-party inspector: Cost

C. Hydrant Flow Tests

$75 per hour (1 hour minimum for any test then billed at ½ hr. increments thereafter) plus cost of water (includes water and sewer charges)

Notes:

Cleaning of lines will be required prior to camera use: Line cleaning is the responsibility of the applicant. If lines are not clean and camera crew must remobilize later to perform the inspection, a second mobilization fee will be charged.

Hydrant flow tests: Hydrant flow tests must be scheduled with the Director of Public Works no less than three work days in advance of test. Contractor will supply gauges and will be responsible for recording results. Town personnel will operate hydrant.

VI. SIGNIFICANT INDUSTRIAL USER FEES

Sewer system discharge permit: $500

VII. WATER METER TESTING

5/8" meter: $125

All other meters: $125 + cost

Note: Fee is refunded if meter is found to be over-registering.

VIII. HYDRANT METERS

Nonrefundable account establishment fee:	$50
Meter deposit:	~~$1,500~~ **Current cost to purchase meter + 30%** (deposit refunded upon return of undamaged meter)

Note: Usage metered through hydrant meters will be billed for both water and sewer user fees.

IX. UNAUTHORIZED USE OF SERVICE

For unauthorized water withdrawals from fire hydrants or any other part of the Town water system, or when a customer willfully takes steps to reactivate service after service has been disconnected by the Town because of nonpayment of any charge owed to the Town, and the Town must take action to discontinue service again by removal of the meter or by any other necessary measures, a $250 charge for unauthorized use of services will be imposed. This charge will be in addition to any other charge for water and sewer services owed to the Town, and in addition to any legal remedies the Town may pursue for unauthorized use of service.

Approved by Town Council ~~May 13, 2025~~ _____

Proposed effective date June18, 2026

5 YEAR RATE AND FEE PLAN 12.10.2024

Water **Based on 20year Amortization Base rate 3.0%**

	Consumption Total	$per kgal	Total Revenue	Admin Fees	Total Revenue and Admin Fees	Revenue needed per Finance Plan	Increase per kgal	Increase per year
FY24-25	104,352,071	$ 8.15	$ 850,469.38	$ 555,850.18	$ 1,406,319.56	N/A	$ -	
FY25-26	105,200,000	$ 10.30	$ 1,083,560.00	$ 555,850.18	$ 1,639,410.18	$ 1,639,100.00	$ 2.15	$ 25.80
FY26-27	106,400,000	$ 11.62	$ 1,236,368.00	$ 555,850.18	$ 1,792,218.18	$ 1,792,900.00	$ 1.32	$ 15.84
FY27-28	107,200,000	$ 13.11	$ 1,405,392.00	$ 555,850.18	$ 1,961,242.18	$ 1,961,400.00	$ 1.49	$ 17.88
FY28-29	108,004,000	$ 14.72	$ 1,589,818.88	$ 555,850.18	$ 2,145,669.06	$ 2,145,700.00	$ 1.61	$ 19.32
FY29-30	108,815,000	$ 16.47	$ 1,792,183.05	$ 555,850.18	$ 2,348,033.23	$ 2,347,500.00	$ 1.75	$ 21.00

Sewer **Based on 20year Amortization Base rate 3.0%**

	Consumption Total	$per kgal	Total Revenue	Admin Fees	Total Revenue and Admin Fees	Revenue needed	Increase per kgal	Increase per year
FY24-25	104,352,071	$ 17.27	$ 1,802,160.27	$ 280,627.20	$ 2,082,787.47	N/A	$ -	
FY25-26	105,200,000	$ 17.78	$ 1,870,456.00	$ 280,627.20	$ 2,151,083.20	$ 2,023,357.00	$ 0.51	$ 6.12
FY26-27	106,400,000	$ 18.31	$ 1,948,184.00	$ 280,627.20	$ 2,228,811.20	$ 2,084,058.00	$ 0.53	$ 6.36
FY27-28	107,200,000	$ 18.85	$ 2,020,720.00	$ 280,627.20	$ 2,301,347.20	$ 2,146,579.00	$ 0.54	$ 6.48
FY28-29	108,004,000	$ 19.41	$ 2,096,357.64	$ 280,627.20	$ 2,376,984.84	$ 2,210,977.00	$ 0.56	$ 6.72
FY29-30	108,815,000	$ 19.99	$ 2,175,211.85	$ 280,627.20	$ 2,455,839.05	$ 2,277,306.00	$ 0.58	$ 6.96

Total bill including water and sewer per 1,000gallons

	Rate	Admin Fee	Total Bill
FY24-25	$ 25.42	$ 36.53	$ 61.95
FY25-26	$ 28.08	$ 36.53	$ 64.61
FY26-27	$ 29.93	$ 36.53	$ 66.46
FY27-28	$ 31.96	$ 36.53	$ 68.49
FY28-29	$ 34.13	$ 36.53	$ 70.66
FY29-30	$ 36.46	$ 36.53	$ 72.99

Town Council Report
10 March 2026

Item Title
Request to set Public Hearing: Appendix C- Erosion and Sediment Control Ordinance

Prepared By
Jean Petti

Background/History/General Information
Repeal and readopt Appendix C- Erosion and Sediment Control Ordinance

-Virginia Code has updated erosion and sediment control regulations; this repeal and readopt would align T. of Berr. Code with state law (see attached).

Attachments
1. Appendix C- Erosion and Sediment Control Ordinance, current and proposed

Sample Motion
I move that the Town of Berryville set a public hearing for 7:00 p.m., or as soon after as this matter may be heard, on Tuesday, April 14, 2026 to consider the repeal and readoption of Appendix C- Erosion and Sediment Control Ordinance

APPENDIX C
EROSION AND SEDIMENT CONTROL ORDINANCE[1]

Sec. 1. Purpose of appendix.

This appendix shall provide for, both during and following development, the effective control of erosion and sedimentation by the enforcement of the Virginia Erosion and Sediment Control Law and the minimum standards promulgated by the Virginia Soil and Water Conservation Board and known as the Virginia Erosion and Sediment Control Regulations.

(Ord. of 1-10-95)

Sec. 2. Regulations.

The erosion and sediment control program of the Town of' Berryville shall consist of the state program and regulations for erosion and sediment control. The town shall exercise the responsibilities of the program authority, as provided by state law and by this appendix.

(Ord. of 1-10-95)

Sec. 3. Designation of plan approving authority.

The Lord Fairfax Soil and Water Conservation District Board is designated as the erosion and sediment control plan-approving authority in the town.

(Ord. of 1-10-95)

Sec. 4. Designation of enforcement authority.

The Berryville zoning administrator is designated as the enforcement authority in the town and shall have the power and authority to inspect, monitor, report and ensure compliance with the erosion and sediment control program of the town. The enforcement authority is also referred to as the designated enforcement officer and the permit issuing authority.

(Ord. of 1-10-95)

Sec. 5. Approval of plans and issuance of permit.

Erosion and sediment control plans submitted to the Town of Berryville shall be reviewed and acted upon by the plan-approving authority or their designee. Upon approval of such plan, the applicant may seek a Land

[1]Editor's note(s)—An Ord. of Jan. 10, 1995 repealed former Appendix C in its entirety and enacted new provisions as herein set out. Former App. C derived from an Ord. adopted July 9, 1991, and was included herein by reference.

Disturbing-Permit from the permit issuing authority. Plans shall be approved and permits shall be issued pursuant to the state law and applicable regulations of the Virginia Soil and Water Conservation Board or its successor board.

(Ord. of 1-10-95)

Sec. 6. Fees required.

Applicants shall pay to the town a fee to defray the cost of program administration, including costs associated with plan review, issuance of land disturbing permits, periodic inspection and enforcement. The fee shall be based on the following schedule:

(1) Minimum fee applicable to all applications$ 50.00.

(2) Additional fee per acre of disturbed land25.00

(3) Maximum Fee300.00

(Ord. of 1-10-95)

Sec. 7. Review by town council.

(a) Any person aggrieved by any action of the plan-approving authority or the enforcement authority shall have the right to apply for and receive a review of such action by the Town Council.

(b) In reviewing the action of the plan-approving authority or the enforcement authority, the Council shall consider evidence and opinion presented by the aggrieved person, the plan-approving authority or the enforcement authority, and such other persons as shall be deemed by the Council necessary for complete review of the matter.

(c) The Council may affirm, reverse or modify the action of the plan-approving or the enforcement authority, and the Council's decision shall be final, subject only to review by the Circuit Court of Clarke County by appeal taken pursuant to applicable law.

(d) For purposes of this section, the term "person aggrieved" shall be limited to the applicant or permit holder, owners of adjacent and downstream property and any interested governmental agency or officer thereof.

(Ord. of 1-10-95)

Sec. 8. Lord Fairfax Soil and Water Conservation District.

If the Lord Fairfax Soil and Water Conservation District adopts a local control program, the district by joint resolution with the town council may exercise the responsibilities of the enforcement authority with respect to monitoring, reports and inspections.

(Ord. of 1-10-95)

APPENDIX C
EROSION AND SEDIMENT CONTROL ORDINANCE

Sec. 1. Purpose and Authority.

This ordinance is adopted pursuant to Code of Virginia §62.1-44.15:51 et seq. and the Virginia Erosion and Stormwater Management Regulations (9VAC25-875). The purpose of this ordinance is to prevent erosion, protect water quality, and ensure compliance with the Virginia Erosion and Stormwater Management Program (VESMP).

Sec. 2. Adoption of State Standards

The Town adopts and incorporates by reference the Virginia Erosion and Stormwater Management Regulations (9VAC25-875). The *Virginia Stormwater Management Handbook* is adopted as technical guidance; enforceable standards remain statutory and regulatory.

Sec. 3. Applicability and Exemptions

This ordinance applies to all land-disturbing activities unless exempted under §62.1-44.15:34 and 9VAC25-875-40, including agricultural, silvicultural, small disturbance, and emergency exemptions.

Sec. 4. Definitions

Terms used in this ordinance shall have meanings assigned in §62.1-44.15:51 and 9VAC25-875-10, including 'land-disturbing activity', 'responsible party', and 'agreement in lieu of a plan'.

Sec. 5. Program Authority and Administration

The Town is designated as a Virginia Erosion and Sediment Control Program (VESCP) Authority. The Program Administrator, acting on behalf of the Town, is authorized to approve plans, issue permits, inspect sites, enforce compliance, issue stop-work orders, and pursue legal remedies.

Sec. 6. Plan Submission and Approval

No land-disturbing activity may begin without approved erosion and sediment control plans or an agreement in lieu of a plan, as required by 9VAC25-875-60.

Sec. 7. Land-disturbing Permit Requirement

A Land-Disturbing Permit must be issued prior to clearing, grading, or excavation. Financial guarantees, proof of responsibility, and fees may be required.

Sec. 8. Fees

Fees shall be assessed pursuant to § 62.1-44.15:56 and shall recover reasonable administrative costs. A fee schedule shall be adopted by Town Council resolution.

Sec. 9. Inspections and Compliance Monitoring

The Erosion and Sediment Control Inspector (Inspector) or designee shall conduct inspections before, during, and after land disturbance. The responsible party shall allow site access and maintain inspection records.

Sec. 10. Enforcement Authority

The Program Administrator or Inspector, or designee, may issue violation notices, stop-work orders, require corrective action, perform work in default, and pursue civil penalties and injunctive relief.

Sec. 11. Civil Penalties

Civil penalties may be assessed pursuant to §62.1-44.15:63, including fines per violation per day and recovery of enforcement costs.

Sec. 12. Stop-Work Orders

Stop-work orders may be issued for permit violations, failed controls, or threats to water quality or public safety.

Sec.13. Appeals and Due Process

Appeals may be filed within 30 days of a decision, and reviewed by Town Council at their next regularly scheduled meeting, with rights to judicial review in Circuit Court.

Sec. 14. Financial Guarantees

The Program Administrator may require bonds or other financial security to ensure stabilization and compliance.

Sec. 15. Program Evaluation and Reporting

The Program Administrator shall maintain the program and submit required reports.

Sec. 16. Severability

If any provision of this ordinance is invalid, remaining provisions shall remain in effect.

Sec. 17. Effective Date

This ordinance shall take effect upon adoption by Town Council.

Town Council Report

10 March 2026

Item Title

Request to set Public Hearing: Regulations for Special Events and Demonstrations

Prepared By

Jean Petti

Background/History/General Information

Revisions to Regulations for Special Events and Demonstrations

-Special Events and Demonstrations with attendance of over 250 persons creates additional pressure on police for traffic control and emergency response; recommendation is to increase police presence and require permit holder to provide event staff.

Attachments

1. Regulations for Special Events and Demonstrations, redline

Sample Motion

I move that the Town of Berryville set a public hearing for 7:00 p.m., or as soon after as this matter may be heard, on Tuesday, April 14, 2026 to consider revisions to Regulations for Special Events and Demonstrations

Regulations for Special Events and Demonstrations

06/01/2023

The following document establishes guidelines concerning processes associated with events and demonstrations conducted on public property. These guidelines and processes reference existing ordinances of the Town of Berryville, State Code, Planning and Zoning Ordinances of the Town of Berryville and Clarke County Building Department Regulations.

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I. Purpose

To establish procedures and standards governing the use of public property by non-Town organizations and individuals for the purpose of conducting events. To ensure the preservation of public convenience in the use of Town streets and outdoor areas, the preservation of public order and safety, and the defraying of administrative expenses associated with certain types of uses.

To protect the right of persons and groups to organize and participate in peaceful assemblies to express their political, social, religious, or other views on Town streets, sidewalks, other public ways, parks, and other public lands, subject to reasonable restrictions designed to protect public safety, persons, and property. To accommodate the interest of persons not participating in such assemblies to use Town streets, sidewalks, and other public ways to travel to their intended destinations; Town park for recreational purposes; and other Town lands for their intended purposes.

II. Organizations and Town Departments Affected

The Town Manager, directly or through the Town Clerk, shall manage the scheduling of events on Town-owned property. The Town Planning Department, Police, Public Works, Virginia Department of Transportation (VDOT), John H. Enders Fire & Rescue, and Clarke County Fire & Rescue shall have an opportunity to review event applications and propose reasonable time, place, and manner modifications thereto and conditions thereon in keeping with these ordinances and the purposes stated in section I above.

III. Policy

A. Definitions

"Advertising" and "advertisement" shall mean anything containing any words, symbols, pictures, and/or logos directing attention to any business or to any commodity or service for sale to the public; excluding, however: (i) a price sign, a sign or logo identifying the name of a vendor and item being sold by that vendor when such signs are located within an area specifically delineated as part of an event and the vendor holds a valid permit, (ii) a sign or logo naming the sponsor(s) of an event, and (iii) stands or vehicles with semi-permanent or permanently installed signs if being used for authorized recreational activities or events.

"Commercial activity" means performing services or providing goods that can normally be obtained from private enterprise.

"Community event" shall mean events designated by Town Council or Town Manager as "community events" from time to time.

"Demonstration" shall refer to non-commercial expressions protected by the First Amendment of the United States Constitution (such as picketing, political marches, speechmaking, vigils, walks, etc.) conducted on public property, the conduct of which has the effect, intent, or propensity to draw a crowd of onlookers. This term does not include casual activity by persons which does not have the intent or propensity to attract a crowd of onlookers.

"Event" may refer to a demonstration, community event or a special event, or to demonstrations,

community events, and special events, collectively.

"Events Liaison" means the Town Clerk, or another person designated by the Town Manager.

"Open burning and open fire" have the same meaning as set forth in the Berryville Town Code § 6-1.

"Open flame" means fire whose flame is supported by wick, oil, or other slow-burning means to sustain itself. "Open flame" includes but is not limited to, flame-producing devices such as candles, torches, and juggling or other fire artist equipment, provided, however, that "open burning and open fire" and "open flame" shall not include handheld candles when used for ceremonial purposes and not held or used in an intimidating, threatening, dangerous or harmful manner.

"Person" shall mean and include any individual, corporation, Limited Liability Company, partnership, limited partnership, association, company, business, non-profit company, trust, joint venture, or other legal entity.

"Prohibited items" shall mean (i) all items prohibited by law from being held, carried, displayed, worn or otherwise used in public, (ii) items banned from public or park lands, (iii) any BB guns, pellet guns, air rifles or pistols, paintball guns, pellet guns, nun chucks, tasers, stun guns, heavy gauge metal chains, lengths of lumber or wood, poles, bricks, rocks, metal beverage or food cans or containers, glass bottles, axes, axe handles, hatchets, ice picks, acidic or caustic materials, hazardous, flammable, or combustible liquids, dogs (except service dogs), skateboards, swords, knives, daggers, razor blades or other sharp items, metal pipes, pepper or bear spray, mace, aerosol sprays, catapults, wrist rockets, bats, sticks, clubs, drones, explosives, fireworks, open fire or open flames, or other item considered an "implement of riot", (iv) any items capable of inflicting bodily harm when these items are held or used in an intimidating, threatening, dangerous, or harmful manner, and (v) law enforcement or military-like uniforms or uniform-like clothing, badges, insignia, shields, hats, helmets, masks, equipment and other items that when held, carried, displayed or worn tend to suggest or imply that the wearer is a current member of law enforcement, the military, a private militia, or other public safety organization, such as a fire department or emergency medical services agency.

"Special event" shall refer to sports events, pageants, celebrations, historical reenactments, circuses, carnivals, music festivals, and other entertainments, exhibitions, dramatic presentations, fairs, festivals, races (i.e., runs/walks), block parties, parades, and other, similar activities, conducted on public property, which (i) are not demonstrations, and (ii) are engaged in by 25 or more persons. The term "special event" shall be construed to include a community event or private organization celebration held in or on Town-owned property and attended by more than 25 people. The term "special event" shall *exclude* gatherings of ten or more people in a park for general recreational or sports activities.

"Sponsor" shall mean the person (as defined above) or persons who sign, or whose authorized representative(s) sign, an application for an event permit and who will be responsible under the permit, if issued, for ensuring that the event will be conducted in accordance with these regulations. Where a purported sponsor is not a legal entity, the sponsor shall be the individual(s) signing the permit application.

"Streets" shall mean public streets, sidewalks, walkways, alleys, lanes, and highways in the Town.

"Structure" shall mean and include props and displays (such as, but not limited to: crates, crosses, theaters, cages, and statues); furniture and furnishings (such as desks, chairs, tables, bookcases cabinets, platforms, podiums, and lecterns); shelters (such as tents, boxes, inflatables, booths, and other

enclosures); wagons and carts; and all other similar types of property which might tend to harm Town land or street areas, including aesthetic interests.

B. Permit Requirements

1. Events may be held only pursuant to a permit issued by the Town Manager, with the following exceptions: events involving fewer than 25 persons where no space is requested to be reserved, or demonstrations which occur without prior planning or announcement for the purpose of an immediate and spontaneous response to a news-worthy occurrence. These may take place without a permit if (i) it is otherwise a lawful assembly conducted in accordance with the regulations set forth herein, (ii) the group will not unreasonably interfere with other events scheduled or taking place concurrently, (iii) the event does not block streets or access to Town property, and (iv) the event does not pose a threat to public safety. Without limitation of the foregoing, demonstrations taking place in response to a news-worthy occurrence more than 48 hours after such news-worthy occurrence will not qualify as spontaneous demonstrations even without prior planning or announcement, and sponsors of events outside this window must apply for and receive a permit for an event expected to draw 25 or more persons.

2. Wherever these regulations specify that a particular use or activity may be conducted only pursuant to a permit, such permit shall be required in order for that use or activity to be lawful.

C. Permit Applications

1. Permit applications may be obtained from the Events Liaison. Inquiries regarding use of Rose Hill Park may also be directed to the Events Liaison.

2. Applications for permits shall be submitted by the event sponsor in writing on a form provided by the Town so as to be received by the Events Liaison at least (i) thirty (30) business days in advance of any event if not requiring street closure, removal of parking, or provision of public safety personnel, or (ii) sixty (60) business days in advance of any event if requiring street closure, removal of parking, or provision of public safety personnel. These periods may be reduced by the Town Manager with respect to demonstrations only if, upon consultation with the Police Chief, Fire Chief or other appropriate public safety officials, the size and nature of the proposed demonstration will not reasonably require commitment of Town resources or personnel in excess of that which are normally available or which can reasonably be made available within the necessary time period, and review of the permit by all appropriate personnel for the purposes contemplated by these ordinances is feasible within the necessary time period. In all cases, sponsors are encouraged to submit requests for permits as far in advance of any event as possible but not to exceed 6 months. A permit may be denied if, taking into account the size and nature of the proposed event, the Town Manager does not have sufficient time to evaluate the proposed event's potential impact upon public safety, persons, and property, and the interests of persons not participating in the event being able to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town parks for recreational purposes, and other Town lands for their intended purposes is not compromised.

a. Each application shall specify (i) the name, address and telephone number of a contact person for the sponsor, (ii) the nature of the event, (iii) the date when the event is to be conducted,

(iv) the times when the event is to begin and end, and the approximate times when assembly for, and disbanding of, the event are to take place, (v) the location(s) of the event and any assembling or disbanding areas, as well as any related stands or other structures to be used in the event, (vi) the approximate number of persons, animals, and vehicles that will participate in the event, (vii) whether the sponsor will invite, publicize, or advertise the event to groups and other persons that the sponsor does not directly represent, (viii) a description of the types of animals, the types of vehicles to be used, the number of bands and other musical units and sound trucks to be used, and the number, type, and size of banners, placards, and signs to be used, (ix) the number of persons who will be designated by the sponsor to monitor the event, and (x) any other information required by these regulations. The sponsor must disclose in an application whether the sponsor requests permission for a prohibited item to be used during a demonstration due to its expressive or symbolic quality relevant to the subject matter of the demonstration, including without limitation symbolic weapons, open flames, or other similar items. If the permit grant includes the right to carry or display a prohibited item, such item must be carried or displayed in strict accordance with the terms of the permit and must otherwise at all times conform to applicable law.

b. Any permit granted will be based on the information provided in the application being and remaining complete, accurate, and not having any material omissions regarding the nature of the event, any structures or items to be used during the event, or any activities to be conducted during an event, which information constitutes conditions and limits on the event. Sponsor will notify the Town as soon as practicable if any information in the application is no longer complete or accurate, and provide a revised application containing the updated information. The Town will promptly review the revised application and notify the sponsor whether the permit will stand or be revoked, modified, or subject to additional conditions or limits. The sponsor will be responsible for notifying the anticipated attendees of any applicable conditions and limits placed on an event and any relevant subject matter of these regulations directly applicable to their conduct at an event, such as the list of prohibited items and the allotted time and location for an event and its initial staging and dispersal.

c. Each application must be accompanied by all required fees and deposits and signed by all sponsors responsible for the event unless, with respect to an application for a demonstration only, the sponsor claims in the application a bona fide financial hardship and the sponsor demonstrates to the Town Manager by reasonable evidence that the monetary obligations imposed by these regulations on the event would render the sponsor not reasonably able to conduct the demonstration. Accordingly, the Town Manager shall waive, in whole or in part, compliance with the monetary and indemnification obligations imposed by these ordinances to the extent necessary to enable the sponsor to conduct the demonstration.

d. If applicable, the sponsor of (i) an event at which at least 500 people will or may be expected to attend or (ii) a special event for which admission fees will be charged, shall provide the Town with the location and number(s) of people who attended the past three events staged by the sponsor or other principals. This will assist Town officials and public safety personnel in planning for any services that may be necessary in connection with the event.

e. Clarke County Building Department permits are required for tents that are greater than 900 square feet in size.

D. Permit Processing

1. Permit Applications.

Permit applications for events will be processed in order of receipt of completed applications, including any applicable fees or charges. However, the application of a sponsor who applies for a hardship fee waiver or reduction will not be considered incomplete due to non-payment of any fees or charges unless and until a determination is made that any fees or charges are due and owing from the sponsor and the due date for the fee has passed without receipt of payment. Unless otherwise provided by these regulations, no applications shall be accepted more than six months prior to the proposed date of an event; this restriction shall not apply to community events which routinely repeat on an annual basis. Upon receipt of a permit application, the Events Liaison shall promptly deliver a copy of such application to Town Manager, Police Chief, Director of Public Works, Community Development Director, and any other Town officials whom the Town Manager may, from time to time, designate as reasonably necessary to receive and review permit applications. Such officials shall promptly deliver to the Town Manager their recommendations with respect to granting or denying the requested permit, or any modifications, conditions, or limits which should be placed upon issuance of the permit.

2. Priority of Use.

Community events shall have priority of use of the particular street or Town land specified in section H of these regulations, and those areas shall be deemed reserved unless released in writing by the sponsor. Other events may be allowed in areas which have been reserved for a community event if they do not materially interfere with the community event and the community event sponsor consents.

3. Permit Application Fees.

An application fee shall be paid by the sponsor of every proposed event for which a permit is required. See Appendix A for the amount of the fee. If a permit is denied or revoked, the application fee will not be refunded.

4. Requests for Information.

Before or after permit issuance, the Town Manager or his or her designee may request from the sponsor such additional information with respect to a proposed event as reasonably deemed necessary for evaluating the proposed event's compliance with these regulations and the impact of the proposed event upon public safety, persons, and property, and the interests of persons not participating in the event being able to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town parks for recreational purposes, and other Town lands for their intended purposes. This may include a meeting with the Town Manager and Town of Berryville staff. The sponsor's failure to timely provide such additional information constitutes grounds for the denial of a permit request or the modification, conditioning, or limiting of a permit.

5. Grounds for Rejecting or Revoking a Permit.

A permit may be denied, conditioned, revoked, or limited by the Town Manager upon the following grounds:

a. Receipt of Multiple Requests: a fully executed application for the same time and place has been previously received, reserving a location for an event or activity which does not reasonably permit multiple events in the same area;

b. Impact on Public Safety: if it reasonably appears that the proposed event will present a threat to public safety or health or would be unlawful due to its nature, location, anticipated number of attendees, or other factors. This includes, without limitation, where a permit or license required by the Health Department or the Virginia Department of Alcoholic Beverage Control has not been obtained;

c. Incompatible Use: the proposed event is of such a nature or duration that it cannot reasonably be accommodated in the intended space, would be inconsistent or incompatible with the purpose(s) for which the area is normally used, or with other uses of the area;

d. Failure to Meet Conditions: the application proposes activities contrary to one or more of the purposes, conditions, or limits specified within these regulations;

e. No Responsible Person: there is no person authorized to sign an application on behalf of the sponsor applying for a permit and/or there is no person willing or able, as demonstrated to the Town Manager by reasonable evidence, to accept responsibility for and perform the sponsor's obligations set forth in these regulations, including without limitation, the sponsor's indemnification obligations;

f. In the case of a proposed special event: the proposed special event cannot be accommodated within a reasonable allocation of Town funds and/or resources, considering the event's public appeal and the anticipated participation of the general public therein;

g. Failure of the Event to be Consistent with the Application: The Town Manager reasonably determines at any time following consultation with the Police Chief or other appropriate Town officials that any material information set forth in the permit application is or has become incorrect or misleading. In this case, the permit must be revoked, modified, conditioned, or limited consistent with these regulations; and/or

h. Prohibited Items: Prohibited items are not allowed at events, and an event permit will be denied or revoked if at any time it appears that prohibited items will be used, or are being used, during an event and the Town has not granted special permission in the permit covering such use. It will not be grounds for rejection of a permit that a sponsor wishes event attendees to carry or use a prohibited item in an expressive or symbolic way, including without limitation: a symbolic weapon, open flame or other similar item, provided that all attendees must be licensed to carry such weapons if required by law and the use of such items must be otherwise lawful; and further provided that the event sponsor pays for any additional police, fire, and emergency medical personnel required to maintain public safety in accordance with these regulations. If any prohibited item for which special permission has been received is held or used during the demonstration in an intimidating, threatening, dangerous, or harmful manner, such use will be unlawful and the permit's allowance of such use shall be automatically revoked. The person responsible for the unlawful use of the item will be directed by law enforcement to leave the demonstration area, and any person refusing to do so shall be subject to arrest for trespassing.

Nothing in these regulations shall prohibit a disabled person from carrying, possessing, or using a wheelchair, cane, walker, or similar device necessary for providing mobility so that the person may participate in a permitted event.

Nothing in these regulations shall prohibit certified law enforcement officers or other public safety officials acting in their official capacity from carrying or possessing materials, weapons, and / or devices used in the performance of law enforcement duties.

6. Modifying or Placing Conditions or Limits on Permit Grants.

A permit may be modified or its grant may be conditioned or limited by the Town Manager where necessary to meet the requirements of these regulations or to further their purposes. Such conditions and limits may include, for example: requiring the event to be relocated to an alternative venue if doing so provides for safe accommodation of the number of anticipated attendees or type of event; provided however, that Town Manager shall take into account whether the alternative venue is suitable for communicating the content of the demonstration. The Town reserves the right to limit the number of persons allowed at events on the basis of the location or nature of the event and to require that the sponsor provide a certain number of individuals, who may be volunteers within sponsor's organization, to act as crowd managers to assist with ensuring that the assembly is and remains lawful and in compliance with these regulations and liaising with Town officials prior to and during the event.

7. Notice of Decision

a. Applicants shall be notified of the Town's approval or denial of a permit for an event as soon as reasonably practicable after the date on which the application was received. The Town may also issue approval of a permit for an event conditioned upon the sponsor's accepting modifications, conditions, or limits imposed on the event consistent with these regulations.

b. Unless denied or modified within 10 business days following the submission of a completed permit application, or within thirty (30) business days if the event requires a street closure, removal of parking, or provision of public safety personnel, all requests for demonstration permits shall be deemed granted, subject to the conditions and limits set forth in the permit and these regulations, as long as the area proposed for the demonstration had not been reserved by another person prior to the date on which the permit would be deemed granted in accordance with this section.

c. All denials or conditional approvals of demonstration permits shall include a reasonably detailed description of the reason for the denials or the modifications, conditions, or limits, and specific instructions for how an appeal of the denial or conditional approval can be submitted to the Town Manager.

8. Permit revocation

a. An issued permit for an event may be revoked by the Town Manager or designee upon: a finding of a violation or a reasonably anticipated violation of any rule, ordinance, law, regulation and/or condition or limit of the permit; or a finding that a permit application was not complete or accurate or had a material omission of fact when granted; or a finding that the information in the permit application has become or is reasonably likely to become incomplete, inaccurate, or to contain a material omission. Immediately upon such a revocation, the Town Manager or designee shall send a written notice to the sponsor at the sponsor's address in the permit application,

specifying the reason for the revocation. Written notice requirements may also be satisfied by virtue of electronic transmissions via e-mail or fax.

b. During the conduct of an event, a permit may be revoked by the ranking police officer, fire marshal, or other public safety supervisory official in charge if the event is unlawful, prohibited items are being used, an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage exists, or if the Town, County, or Commonwealth has declared either a state of emergency or an unlawful assembly covering the area in which such demonstration is being or will be held. Upon such revocation, the sponsor and the other sponsor attendants shall require sponsors and attendees to disperse.

c. When a permit has been granted or is deemed to have been granted pursuant to these regulations, the Town Manager may revoke, modify, condition, or limit the permit for any reason for which it could have been denied, modified, conditioned, or limited originally.

d. All revocations of demonstration permits shall include a reasonably detailed description of the reason for the revocation and specific instructions for how an appeal of the revocation can be taken and shall be served personally or by certified mail, with a copy sent by fax or e-mail at the sponsor's request.

9. Appeals

a. Except for permits revoked during demonstrations, an appeal of the denial, conditional approval, or revocation of a demonstration permit must be made to the Town Manager in writing, and shall include a statement of the basis for the objection to the denial, conditional approval, or revocation.

b. The Town Manager shall make a decision on appeal expeditiously and, if practicable, at least three (3) business days prior to the date the demonstration is planned to commence, and shall explain in writing the reasons for the decision.

E. Permit Conditions and Limits.

1. Excluded Areas and Prohibited Items

No events that charge an admission fee or offer goods or services will be permitted in Rose Hill Park.

Prohibited items are excluded from all events.

2. Street Closings

a. No street may be closed for any event, unless done so pursuant to: a street closure permit applied for by the event sponsor and issued by the Town Manager pursuant to sec. 10-7 of the Town Code; a VDOT land use permit for streets within Town maintained by VDOT. No such permit shall be granted unless the Town Manager or Chief of Police determines that such closure is reasonably required due to the location of the event and:

1) Such closing is necessary because the event will impede or pose a reasonable risk of harm to

traffic and/or pedestrian travel, or if not strictly necessary, such a closing would not be unduly detrimental to public safety and convenience; and,

2) If the street in question is an extension of the state highway system, adequate provision shall be made to detour through traffic during the event (VA Code 15.2-2013); and
3) The sponsor permitted to use public right(s)-of-way will furnish a public liability and property damage insurance contract as required by VA Code §15.2-2013 and these regulations.

b. No street may be closed for an event except on a temporary basis not to exceed 10 hours in duration.

c. Even if not requested by a sponsor, if the circumstances of a proposed event are such that a street closing is necessitated because the event will likely impede or pose a threat to vehicular or pedestrian travel, the Town will require a permit and a street closing in connection with the event and all applicable fees, and may require that the event be held at an alternate site where the event is not likely to impede or pose a threat to vehicular or pedestrian travel, if such a site is available.

d. Upon approval of a street closing, the sponsor shall be issued a street closure permit by the Town Manager. This permit shall be displayed in a prominent place during the event.

e. During the conduct of an event, the sponsor of that event shall comply immediately with the lawful request of any police officer, firefighter, rescue service person, or Town employee to move any structure or persons from a street which has been closed in connection with that event.

f. Notwithstanding any of these provisions, the Town Manager may close any street for a neighborhood-based gathering when (i) one block or less is to be closed, (ii) there is an alternative for all traffic, (iii) reasonable notice of the closure is given by posting signs at either end of the block, and (iv) the Town Manager believes that there are no safety concerns. In these cases, no permit is required and applicants shall be referred to the Town Clerk for street closure permits.

3. No Impediments to Public Access.

During any street closure, all Town ordinances and State statutes limiting the use or obstruction of fire lanes, access to Fire Department fire suppression system connections and fire hydrants, emergency routes, and pedestrian walkways must be observed at all times. No person(s) or group(s) participating in an event shall block building entrances to or exits, nor shall such person(s) or group(s) interfere with the use of buildings, parks, or facilities by non-participating persons for their ordinary purposes.

4. Limited Duration.

No event shall be authorized for a duration in excess of two (2) days and no street closing shall be authorized for a duration in excess of ten (10) hours. Provided, however, that the stated period may be extended upon request no later than 24 hours prior to the expiration of the then-authorized duration for demonstration only, up to one (1) day unless another application has requested use of the particular area and said application precludes double occupancy.

5. Time of Day Restrictions.

No event shall be permitted in any Town park during hours that the park is otherwise closed to the

public.

6. Sound Amplification.

1. The Town Manager may approve a request in the permit application for the use of sound amplification equipment in connection with the permitted event, in accordance with exemptions to noise ordinance violations enumerated in Chapter 11 of the Code of the Town of Berryville. The Town Manager may reasonably limit the sound amplification equipment so that it will not unreasonably disturb nonparticipating persons in or in the vicinity of the area of an event and/or so that it will not unreasonably interfere with the conduct of another event or an outdoor business enterprise in the vicinity or area.

2. No amplified sound shall be generated by or in connection with an event between the hours of 10:00 p.m. and 09:00 a.m.

7. Sales or Distribution of Merchandise/Information

a. When the sale or display of merchandise, or the distribution or display of educational, informational or other materials (including the distribution of non-commercial printed materials) is to be done in or upon Town streets or parks with the aid of a table, stand, or structure, no such table, stand, or structure shall exceed 4 ft. x 4 ft. or 2 ft. x 8 ft.

b. Whether or not a permit is required, the sale, display, or distribution of merchandise or other materials and the solicitation of contributions or donations is prohibited in the following areas: (1) any location that would impede access to the entrance of any adjacent building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width, or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, or a loading zone; (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the demonstration or special event; (5) if done with the aid of a table, stand, or structure within any area reserved by a permit issued for an event, if the sponsor of the event has not consented to the presence of the table, stand, or structure; and/or(6) upon the lands or within the structures of Rose Hill Park.

c. Persons or organizations engaged in the sale, display, or distribution of written or printed materials and/or the solicitation of donations or contributions shall not obstruct or impede pedestrians or vehicles, harass park visitors or attendees of any event, misrepresent the purposes or affiliations of those engaged in the activity, or misrepresent whether written or printed materials being distributed are available without cost or donation.

d. No sales or distribution activity may be conducted after 10:00 p.m., except in connection with a community event.

8. Food and Beverage Sales.

a. All sales and/or other provision of food and/or beverages must be done in accordance with all licenses, permits, and approvals required by law, including those required by the Health Department, the Department of Alcoholic Beverage Control, and the Town Treasurer. If all

required licenses and/or permits have not been provided to the Town, the application or permit may be denied or revoked.

b. The sponsor shall provide the Town with a diagram identifying the size and location of any tables, stands, food trucks, mobile food units, or other structures to be used for or in connection with the sale of food and beverages. There shall be no sales or distribution of food or beverages in any of the following locations: (1) any location that would impede access to the entrance of a building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, or a loading zone (unless the loading zone is located in a street temporarily closed in connection with the event); and/or (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the event.

c. Any person selling or otherwise providing food and/or beverages during an event or community event within an area reserved pursuant to the permit must do so with the consent of the sponsor and must have all licenses, permits, and approvals required by law. The sponsor controls vendors only within the area designated for the event or community event.

d. There shall be no sale or other provision of food or beverages at any event after 10:00 p.m.

e. In accordance with the Deed of Gift for the lands of Rose Hill Park, no food and/or beverages may be offered for sale; however, food and/or beverages excluding those containing alcohol and in accordance with all other regulations set forth in this section may be provided free of charge by the sponsor to event attendees.

9. Signs and Banners.

The use of signs and banners in or upon the Town's streets is prohibited for, or in connection with, any event except:

a. Signs hand-carried by an individual are allowed up to 3 feet by 5 feet in size. If, during an event, signs interfere with the public safety personnel's ability to conduct their duties due to the signs' size or use by persons, such signs can be restricted or banned from the event.

b. Signs are allowed on or within any table, stand, or other structure at which food, beverages, or merchandise is being sold, or at which non-commercial printed material is being distributed, as long as sign is no larger than two (2) square feet in area and contains no advertising or advertisement.

c. Signs that are attached permanently or semi-permanently to stands or vehicles being used for or in connection with authorized recreational activities or events are allowed.

10. Advertising.

Advertising/advertisement by the use of banners, billboards, signs, markers, audio devices, or any other means whatsoever is prohibited in or upon Town streets, sidewalks, and parks for or in connection with any event. (VA Code 15.2-2013).

11. Temporary Structures.

The erection, placement, or use of structures of any kind is prohibited, except:

a. Temporary structures may be permitted when notice to the Town Manager is provided contemporaneously with the permit application. Examples of temporary structures that may be permitted are as follows: structures erected for the purpose of symbolizing a message, first aid facilities, lost child alerts, and/or shelter for electrical or other sensitive equipment.

b. Structures that are being hand-carried are allowed as part of a demonstration.

c. Structures that are permitted pursuant to other sections of these regulations are allowed.

d. When allowed: (1) structures are not permitted on sidewalk(s) unless they meet the size criteria described in section (7)a of these regulations; (2) structures must be erected in such a manner so as not to unreasonably harm park or other public area resources, and the sponsor of the event must agree to remove such structures as soon as practicable after the conclusion of the permitted demonstration or special event; (3) structures must be capable of being removed upon 10 hours' notice and without permanent damage to Town lands (with the sponsor being responsible for any non-*de minimis* costs of remedying any damage arising out of such removal), and shall be secured in such a manner so as not to interfere unreasonably with use of any park area by other permittees authorized under this section; (4) structures shall not be attached to or fashioned in any way that would damage trees or other existing structures on public lands; and (5) the sponsor must comply with all other regulations concerning temporary structures and required permits as established by the Berryville Planning Department and Clarke County Building Department.

e. The Town Manager may impose other restrictions upon the use of temporary structures in the interest of protecting park or other public areas and/or traffic and public safety considerations.

12. Sanitation and Garbage.

a. Garbage, trash, rubbish, litter, or any other waste material or waste liquid generated on public property during an event shall be removed from the area by the sponsor of the event or deposited in receptacles provided for that purpose. The improper disposal of such waste is prohibited.

b. The sponsor of every event shall be required to pay a fee for cleanup costs, in the amount specified in Appendix A. This fee must be paid in advance. If actual cleanup costs incurred by the Town exceed the amount of the Cleanup Deposit, the sponsor will be billed by the Town for the excess.

c. A sponsor of any event must arrange for such public restroom facilities as may be required by the Health Department. The Town shall bear no responsibility for the cost of providing such facilities, and it shall be the sponsor's obligation to provide documentation to the Town Manager that all restroom facilities required by the Health Department have been arranged. Failure to provide documentation of Health Department approvals prior to an event shall be grounds for denial or revocation of a permit

13. Electricity.

Sponsors in community events may have the use of Town electrical outlets as needed. Sponsors may be required to pay an electricity fee in advance based upon anticipated electricity needs for the event. Attendees in events may not use of Town electrical outlets.

14. Fireworks Displays; Open Flame.

Persons desiring to conduct a pyrotechnic display of fireworks on streets or public lands must obtain approval from the State Fire Marshall's Office. Persons desiring to use open burning or open flame on streets or public lands must obtain a permit from the Town as required by sec. 6-1 (Open burning; generally) of the Town Code. Fires upon the lands of Rose Hill Park are prohibited with the exception of fires within grills located in the park designed for the preparation of foods or in conjunction with special ceremonies approved by the Town Manager. (Berryville Town Code sec. 13-36(i) The Chief of Police, in consultation with the Clarke County Director of Fire and EMS, may withhold approval of such permit if its issuance would result in the violation of a Town ordinance or it might jeopardize public health, safety, or welfare.

15. Public Safety Personnel.

a. No permit will be granted for an event unless adequate security will be available for the welfare and safety of those attending the event and of the general public. Determination of public safety personal staffing levels will be made by the Town Manager upon consultation with Police Chief, Clarke County Director of Fire and EMS, or other appropriate public safety official.

1) General Requirements.

A) Minimum Required Security Officers:

1) For open events where alcohol is served or offered for sale and admission is not restricted by tickets, fees, or otherwise, the sponsor must pay the cost of one police officer to staff the event, regardless of minimum attendance. When attendance exceeds or is expected to exceed 100 people, the sponsor must pay the cost of one police officer for every 100 (or any portion thereof) additional people attending or expected to attend.

2) For closed events alcohol is served or offered for sale and admission is restricted by tickets, fees, or otherwise, the sponsor must pay the cost of two police officers to staff the event, regardless of minimum attendance. When attendance exceeds or is expected to exceed **250** ~~350~~ people, the sponsor must pay the cost of one police officer for every **250** ~~350~~ (or any portion thereof) additional people attending or expected to attend.

3) For events at which no alcohol will be served or offered for sale, whether open or closed to the general public, and attendance exceeds or is expected to exceed **250** ~~1000~~ people, the sponsor must pay the cost of one police officer to staff the event. The sponsor must pay the cost of one police officer for every **250** ~~1,000~~ (or any portion thereof) additional people attending or expected to attend.

4) For marathons/races/walks, the sponsor must pay the cost of one police officer per hour of the race. The sponsor may be required to pay for additional police officers to staff the event if the Police Chief determines additional police officers to be necessary due to the geographic location of the proposed event, the time of day the event is scheduled, or other factors related to the safety of attendees or the general public and the efficient flow of traffic and pedestrian travel along the planned route of the event.

5) Additionally, for all events the sponsor shall be required to pay the cost of one traffic/parking control officer for every **250** ~~1,000~~ people (or any portion thereof) attending the event.

6) Upon a determination by the Chief of Police that one or more police vehicles are necessary to assure safe and efficient police coverage of an event, the sponsor must pay a vehicle fee as specified in Appendix A for each required vehicle. A sponsor may request an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be responsible for fees for each vehicle actually deployed.

7) Upon a determination by the Clarke County Director of Fire and EMS that one or more fire and/or emergency medical services vehicles are necessary to ensure safe and efficient fire or emergency coverage of an event, the sponsor must pay a vehicle fee, as specified in Appendix A for each required vehicle. A sponsor may request an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be responsible for fees for each vehicle actually deployed.

8) Upon a determination by the Clarke County Director of Fire and EMS that one or more firefighters, fire officers, or emergency medical services providers are necessary to ensure safe and efficient fire and emergency coverage of an event, the Sponsor must pay the cost of those firefighters, fire officers, or emergency medical services providers. A Sponsor may request an estimate of the number of firefighters/officers that may be required; however, if circumstances of the event require the assignment of additional firefighters/officers, the sponsor will be responsible for fees for each vehicle actually deployed.

B) Fees and Charges: The fee(s) and charges associated with the above-stated police officer, firefighter, and emergency vehicle requirements are set in Appendix A. The costs charged to sponsors for required police, fire, and emergency personnel coverage will be the established hourly wage for overtime work for the officer(s) willing and available to cover the event. In the event that the Town's actual cost of police, fire, and emergency personnel coverage exceeds the amount(s) collected in advance as deposits, the sponsor will be responsible for payment of this cost.

C) When admission fees will be charged, the sponsor of an event shall provide at least two secure access gates at locations approved by the Town's Police Department. For events to which tickers are sold in advance, the sponsor shall, two days prior to the event and at any other time reasonably requested by the Town, advise the Town as to how many tickets have been sold as of the day of the report.

16. Facilities Charges.

The sponsor of an event to which an admission fee will be charged shall pay the Town a rental fee in the amount specified in Appendix A.

17. Carnivals and Circuses.

a. No circus, carnival, or other similar show shall publish or post in any way within the Town at any time within 15 days prior to the holding of such event within the Town, any advertising of the exhibition of the circus, carnival, or other similar show (VA Code 58.1-3728).

b. Any circus, carnival, or other, similar show shall obtain the license required by section 9-35 of the Town Code before commencing any activity.

c. The sponsor of the circus, carnival, etc. shall pay a fee, as specified on Exhibit A hereto, for the inspection of any amusement rides to be offered as part of the event, and shall pay the tent erection fee(s) required by regulations of the Clarke County Building Department.

18. Other Conditions and Limits.

A permit may contain additional conditions and limits as may be warranted by the nature of a particular event and are consistent with these regulations, in the interest of protecting park or other Town resources, the use of nearby areas by other persons, and other reasonable property and/or public safety concerns.

Sponsors who request the Town to provide special equipment or facilities (e.g., barricades and cones for street closings, tables, chairs, public address systems, fencing, etc.) will be charged a reasonable fee and rental. An estimate for these fees shall be provided to the sponsor following the sponsor's request for such items.

A permit for a demonstration may be subject only to reasonable time, place, and manner conditions or limits that: (i) are narrowly tailored to serve the Town's significant interest, and (ii) leave open ample alternative channels for communication of the content of the demonstration. No permit denials, revocations, or modifications, and no time, place, or manner conditions or limits imposed on a demonstration may be based on the content of the beliefs expressed or anticipated to be expressed during the demonstration or on factors such as the attire or appearance of persons participating or expected to participate in a demonstration, except to the extent involving unlawful or prohibited items, nor may such conditions or limits favor special events over demonstrations. The Town Manager may impose such conditions or limits on a demonstration (i) during the permitting approval process or (ii) during the occurrence of a permitted demonstration if necessary. These limitations and/or conditions may be imposed to (i) ensure the demonstration meets the stated terms and purposes of these regulations, (ii) due to the occurrence of circumstances unrelated to the demonstration that were not anticipated at the time of approval and that were not caused by demonstration attendees, counter-protestors, or Town officials, or (iii) due to a determination by a public safety official that there exists an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage.

F. Insurance or Other Liability Contract.

Prior to issuance of event permit, the Sponsor must provide the Town with an insurance certificate that verifies the insurance coverage required by these regulations.

1. The sponsor of an event shall furnish a general liability and property damage insurance contract insuring the Sponsor's liability for personal injury and death and damages to property resulting from its use of public property. This contract shall name the Town of Berryville as the certificate holder and as an additional insured. Please note that if the grounds of the Berryville-Clark County Government Center are the event site, then both the Town and County must be provided certificates.

2. The required general liability and property damage insurance shall be provided in an amount not less than $1,000,000, and the insurance policy shall name the Town (including its officers, officials, employees, and agents) as an additional insured party to the insurance contract. Failure to provide required insurance and reasonable documentation of the insurance, will be grounds for denial and/or revocation of a permit.

3. If alcohol is to be served or sold in connection with the event, then the required insurance shall include a liquor liability rider with a minimum of $1,000,000 coverage.

4. If fireworks will be discharged, then a fireworks-specific liability rider with a minimum coverage of $1,000,000 must be provided.

5. The insurance certificate must include a description of the event that corresponds with the permit application, i.e., electrical use, animals, bouncy house, etc.

6. This insurance requirement may be waived, in whole or in part, by the Town Manager for events that do not (i) pose a high level of liability risk to the Town or a material risk to public safety, and (ii) do not involve any inherently dangerous activity. A written request to waive or modify any insurance requirement must be made by the sponsor at the time a permit application is submitted. An approval or denial of the request will be made in writing to the event sponsor by the Town Manager.

7. For events held in Rose Hill Park with greater than 25 attendees and for which the Town Manager determines a special events permit is not required (i.e., a birthday party), the event sponsor must secure a low-cost Tenant User Liability Insurance Program (TULIP) through Virginia Risk Sharing Association (VRSA) at https://app.gatherguard.com/?f=4750.

8. The sponsor of an event for, or in connection with, which any type of royalty or royalties is required to be paid must agree to pay all such royalties (including, without limitation, any which may be due to ASCAP and BMI) and to indemnify and hold the Town harmless from and against any and all royalty payment sought from the Town.

G. Information Collection.

The information collected under these regulations will be used to provide notification to the Town Police, Town Department of Public Works, and local fire and rescue officials of the plans of sponsors of events in order to assist in the provision of security and logistical support.

H. Community Events.

Except as expressly stated, community events shall be conducted in accordance with all the conditions and

limits on events as specified herein and be subject to all applicable fees, indemnifications, and deposits. Community events include the following:

- Farmers' Market

  The Farmers' Market is held on the Rixey-Moore parking lot on Saturday mornings from April through October. The market is governed by a board and has its own set of regulations that have been reviewed by Town Council.

- Music in the Park
- Homecoming Parade
- Christmas Parade
- Summer Concert Series
- National Night Out
- Memorial Day Observance
- Veterans Day Observance

APPENDIX A

Special Events and Demonstrations Fee Schedule

1	Event Permit Application Fee (pay upon application)	$25.00 (non-refundable)
2	Street Closure Fee (pay upon application)	$100.00 (non-refundable)
3	Gazebo Security Deposit (pay upon application)	$50.00

4. Public Space Rent (events to which entry is limited by tickets or admission fees)

0 – 1,000 attendees	$50.00
1,001 – 1,999 attendees	$100.00
2,000 – 2,999 attendees	$150.00
3,000 attendees and up	$500.00
$50.00 due with application.	Remainder of Public Space Rent to be submitted to the Town within five (5) calendar days following conclusion of the event, along with documentation of total ticket sales or attendance count. The Town may monitor attendance to verify attendance numbers.

5. Electricity Fee — $50.00 Advance deposit

   Advance deposit covers first four (4) hours of use. Sponsor will be billed $10.00 per hour for each additional hour of actual usage.

6. "No Parking" Signs — $1.00 per sign – Billed

7. Building Permit Fee (Tent) — Contact Clarke County Building Department

8. Amusement Ride Inspections — Contact Clarke County Building Department

9. Public Works Fee — $100.00 Advance deposit

   Advance deposit covers first two (2) hours of labor associated with event. Sponsors will be billed $50.00 per hour for each additional hour of labor that is provided.

10. Public Safety Personnel — $50.00 per required officer, advance deposit (refundable up to 24 hours prior to event)

- Deposit due with application.
- For ticketed events, where tickets are sold in advance an additional $50.00 deposit required per required officer/technician, as calculated based on tickets sold as of 48 hours prior to the Event. The additional deposit is due 24 hours in advance of the Event.
- Sponsor will be billed per hour for each officer/technician actually utilized (based on police / fire / EMS estimates of actual attendance and/or circumstances of the event and based on the regular hourly rates or salaries for the police/fire/EMS personnel utilized).
- *Hourly Rates*: The Sponsor will be billed the higher of: (i) $30.00 per hour, or (ii) the established hourly wage for overtime work, or (iii) the special event flat rate for FSLA exempt employees, as may apply for each of the particular officer(s)/technician(s) willing and available to cover the event, for each officer/technician actually utilized, plus an administrative fee in the amount of ten percent (10%) of the total billed amount.

11. Public Safety Vehicle Fee — $25.00 per required vehicle – Billed

12. Cleanup Fee

- Closed Event (admission limited by tickets or fees) $300.00 Advance Deposit
  Refundable if event cancelled in advance

- Other Events $100.00 Advance Deposit
  Refundable if event cancelled in advance

13. Approval

The schedule of fees above was approved and adopted by action of the Town of Berryville Council on October 8, 2019.

APPENDIX B

Special Events Forms

I. Special Event Permit Application

II. Town of Berryville Land Use Permit

III. Rules and Regulations Governing the Use of Rose Hill Park

Special Event Permit Application

FOR OFFICIAL USE ONLY
Organizational Status
___Non-Profit_____Commercial _Independent
Attachment Verification
___Maps _ Insurance_____ABC Permit
___Tent Permit _VDH Permit
___Road Closure Permits

Activity type (Please select all that apply):

_____Block Party _____Demonstration _____Other
_____Parade _____Festival (please describe)

_____Film Production _____Race/Walk _____
_____Carnival _____Fair

_____

Event Location Requested:

_____Rose Hill Park _____Rixey-Moore Parking Lot_____Hogan's Alley

_____Other _____

Group Requesting Event _____

Date of Event _____

Rain Date, if any _____

Time of Event _____

_____
Date Application Received

Organizer's contact Information (Representative must be present at the event with approved permit available for inspection)

Primary Name_____Cell Phone _____

Address_____Work Phone _____

City_____State/Zip _____

Email_____Home Phone _____

Secondary Name_____Cell Phone _____

Address_____Work Phone _____

City_____State/Zip _____

Email_____Home Phone _____

Description of the Event (Please attach additional sheet if more space is needed)

_____

_____

_____

_____

Will the activity require the blocking of any surrounding public streets, driveways or entrances?

Yes_____No _____ If yes, please identify: _____

Event Hours

Set-Up Time_____Hours of Event_____Clean-Up Time _____

Anticipated Attendance

Participants_____Spectators_____Other _____

Name of Insurance Company: _____

Copy of Certificate of Insurance providing $1 million in general liability insurance is required. The Town of Berryville must be named as the certificate holder and as an additional insured. This amount may be increased or waived as deemed necessary by the Town Manager or their designee. Please note that alcohol, animals, and/or fireworks on site require additional insurance.

Will sound amplification devices be used? Yes_____No _____

If Yes, length of time: _____

Will the event require use of any parking lots for staging areas? Yes_____No _____

If Yes, please identify: _____

Will alcohol be served? Yes_____No _____

If Yes, all state laws and local ordinances must be followed. The organizer must obtain a Virginia ABC permit (http://www.abc.virginia.gov/) and is responsible for all required permits.

Will food be served? Yes_____No _____

If Yes, the organizer may be required to obtain a permit from the Virginia Department of Health (540/955-1033) and is responsible for all requisite permits.

Will any fees be charged in association with the event, admission, etc.?

Yes_____No_____If yes, amount to be charged _____

If Yes and the special event is to occur in Rose Hill Park, please note that a Fundraising Permit is required upon application for valid and duly-constituted non-profit organizations for the purpose of approved charitable, educational, cultural, and/or community-oriented projects and activities. Commercial activity is prohibited.

Will you have security on site? Yes_____No _____

If Yes, please identify who will be on site _____

Will weapons or firearms be present? Yes_____No _____

If Yes, please provide detail of activity _____

Will there be a parade? Yes_____No_____(If yes, please complete the following section)

VDOT and/or Town of Berryville Land Use Permit and fee are required.

Please identify parade route

_____

_____

Will there be vehicles in the parade? Yes_____No_____Number of vehicles anticipated_____

What time will staging occur? _____

Where will staging occur? _____

Will there be animals in the parade? Yes_____No _____

If Yes, what type and how many? _____

Will you need assistance from Fire & Rescue? Yes_____No _____

If Yes, please contact John H. Enders Fire & Rescue at 540/955-1110 at least ten (10) days prior to the event.

Will you be using any of the following? (Mark all that apply)

____Tents	____Tables	_____Portable Toilets
____Live Radio	____Signs	_____Electricity
____Banners	____Animals	

Please note: Architectural Review Board review and approval and Zoning Permits may be required for certain banners, signs and temporary structures.

Please supply a sketch of how the requested venue will be organized for the event below, or attach a map with this application.

Hold Harmless Agreement

_____(Legal name of business/organizer, exactly as it appears on Insurance Endorsement), shall defend and hold harmless, the Town, its officers, employees, agents, and representatives thereof, harmless from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect on behalf of_____(legal name of business/organizer) while their personal property is situated on Town Property.

_____(Legal name of business/organizer) shall further hold the Town harmless for any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

Legal Name of Business/Organizer _____
(As it appears above)

By (signature): _____

Name (printed): _____

Title: _____

Address: _____

_____

Date: _____

++

For Office Use Only

Permit Approved_____ Denied _____

By: _____

Date: _____

Permit #_____

Special Event Permit # _____

Permission is hereby granted to _____
(Name of Organization/ Organizer)

for the use of the facilities identified in the attached application on _____
(Date)

from_____to_____.
(Time)

This permit is issued with the understanding that _____
(Name of Organizer)

shall accept responsibility for adherence to the Town of Berryville Special Events and Demonstrations Regulations, Ordinances of the Town of Berryville (Chapter 20- Parades and Demonstrations), and Ordinances of the Town of Berryville (§ 13-36 Regulation of Use and Conduct in Rose Hill Park) as well as to any special conditions which may be attached hereto.

Date _____ Signed _____
Town Manager

Special Fundraising Permit

Permission is further granted to the above-named organization for a fundraising event pursuant to the approved application for same dated _____.

Date _____ Signed _____
Town Manager

LAND USE PERMIT
LUP-A Land Use Permit Application

APPLICATION is hereby made for permit as shown on the accompanying plan or sketch and as described below. Said activity(s) will be done under and in accordance with the rules and regulations of the Council of the Town of Berryville, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to. Where applicable agreements may be attached and made a part of the permit assembly including any cost responsibilities covering work under permit. Applicant agrees to maintain work in a manner as approved upon its completion. Applicant also hereby agrees and is bound and held responsible to the owner for any and all damages to any other installations already in place as a result of work covered by resulting permit. Applicants to whom permits are issued shall at all times indemnify and save harmless the Town of Berryville Council members, the Town and all Town employees, agents, and offices, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law. In consideration of the issuance of a permit the applicant agrees to waive for itself, successors in interest or assigns any entitlements it may otherwise have or have hereafter under the Uniform Relocation and Assistant Act of 1972 as amended in event the Town or its successor, chooses to exercise its acknowledged right to demand or cause the removal of any or all fixtures, personality of whatever kind or description that may hereafter be located, should this application be approved.

Type or print clearly

Applicant Driver's license or Tax ID No. _____ **Contact Name** _____

Owner Name _____ **E-mail Address** _____

Address _____ **Telephone Number (_)**_____**-**_____**Emergency**

City_____**State**_____**Zip Code**_____ **Telephone Number (_)**_____**-**_____**Fax Number (__)**__

_____**-** _____

Agent Driver's license or Tax ID No. _____ **Contact Name**_____

Agent Name _____ **E-mail Address**_____

Address _____ **Telephone Number (_____)**_____**-** _____

City_____**State**_____**Zip Code**_____ **Emergency Telephone Number (_____)**___**-**_____**Fax Number (_____)**_____**-**_____

Permit Term Requested_____**Fees Enclosed $**_____**Check Number** _____

Money Order_____**Other**_____**Estimated cost of work to be performed on Town of Berryville Right of Way $**_____

Surety Information: **Surety Posted by: Owner** ☐ **Agent** ☐ **Surety Refund to: Owner** ☐ **Agent** ☐ **Surety Waived** ☐

Amount of Surety $_____**Obligation Amount $**_____**Check #** _____

Surety Company Name_____**Bond #**_____

☐ **LUP-CS CASH SURETY AFFIDAVIT PROVIDED FOR CASH SURETY**

Applicant has provided proof of the following requirements in accordance as defined in §2.2-1151.1 of the Code of Virginia

(1) The utility company has registered as an operator with the appropriate notification center.
(2) Attached is a notarized affidavit, stating that the utility owner has notified the commercial and residential developer, owner of commercial or multifamily real estate, or local government entities with a property interest in any parcel of land located adjacent to the property over which the land use is being requested, that application for the permit has been made.

Request permission to perform the following activity(s): _____

_____

_____as per attached plans.

Location: **[ ]** Town of_____Route No._____Street Name _____

Latitude_____Longitude_____Tax Map Number_____Applicant Job No._Between Route No._____Street Name_____and Route No._____Street Name _____

[ ] IF APPLICABLE, I AGREE TO PAY THE FULL SALARY AND EXPENSES OF A TOWN ASSIGNED INSPECTOR IN CONJUNCTION WITH ACTIVITIES AUTHORIZED UNDER THE AUSPICES OF A TOWN OF BERRYVILLE LAND USE PERMIT

Signature of Applicant:_____Title_____Date _____

Signature of Agent:_____Title_____Date _____

All applicable items on this form must be completed to avoid delay in processing the issuance of a Town of Berryville Land Use Permit.
Prepayment required with remittance payable to Town of Berryville.

TOWN OF BERRYVILLE USE ONLY

Receipt is hereby acknowledged for: CHECK No._____MONEY ORDER No. _____

In the Amount of $_____for PERMIT FEE $_____CASH SURETY $ _____

Authorized Town Signature:_____Date: _____

PLEASE READ CAREFULLY

RULES AND REGULATIONS GOVERNING THE USE OF ROSE HILL PARK

NOTICE: THE TOWN OF BERRYVILLE IS NOT RESPONSIBLE FOR ACCIDENTS, INJURY, OR LOSS OR DAMAGE TO PERSONAL PROPERTY.

1. All applications for permission to use Rose Hill Park facilities for a special event shall follow procedures outlined in the Regulations for Special Events and Demonstrations.

2. It shall be a condition of all special event permits issued for use of the park and its facilities that no person, whether or not a member of the sponsoring group or a participant in the special event, can be denied access or free passage to, from, or within all or any portion of Rose Hill Park or any facilities therein. Rose Hill Park shall at all times remain a public park with right of free passage to all members of the public.

3. No individual, group, or organization will be permitted to use the park for profit or gain in the absence of a special fund-raising permit obtained from the Town pursuant to paragraph four (4) herein. All regular park permits shall be conditioned on an understanding that the special event is not a benefit affair, that no admission is to be charged, and that no tickets will be sold. There will be no gambling or games of chance except as may be permitted by a special fund-raising permit issued pursuant to paragraph four (4) herein.

4. The Town may issue a special fund-raising permit upon application, on forms provided by the Town, by valid and duly-constituted non-profit organizations for the purpose of approved charitable, educational, cultural, religious and/or community-oriented projects and activities. All other rules and regulations governing the use of Rose Hill Park, as set forth herein, shall apply to such fund-raising events approved by special permit.

5. No alcoholic beverages or illegal controlled substances are allowed on the premises at any time.

6. Users of the Rose Hill Park gazebo may not deface the structure in any way. No driving of nails, thumb tacks, or fastening to light fixtures will be permitted. Plans for any decorating must be submitted for approval with special event permit applications.

7. The Town of Berryville furnishes only such lighting and electrical service as is in place. Any additional services and equipment needed for a special event must be furnished by the user. When special or additional lighting or other electrical equipment is required, approval of electrical connections by the Town of Berryville Director of Public Works must be obtained at least forty-eight (48) hours prior to any such lighting or equipment being placed in use.

8. All groups using the Rose Hill Park facilities will be responsible for setting up any equipment, such as chairs and tables, to their own liking. The Town of Berryville cannot provide personnel assistance for any loading, unloading, or setting up of such equipment.

9. All groups using the Rose Hill facilities shall clean up, dismantle and remove any equipment, and in general, leave the premises in the same condition as they found them, upon conclusion of the special event. All garbage and trash must be put in heavy-duty plastic trash bags, to be supplied by the sponsoring group, and placed in the park's trash containers.

10. Any and all damage to the grounds, buildings, and equipment must be corrected by the sponsoring group to the satisfaction of designated officials of the Town of Berryville. Correction may include replacement if deemed warranted by such Town Officials.

11. All activities and required cleanup shall be concluded no later than 12:00 midnight of the day of the scheduled event.

12. Users of the park and its facilities must take adequate provision to guard against public disturbances or other unsafe practices.

14. No event is official until it is entered on the schedule and a special event permit is issued by the Town of Berryville.

15. All groups using the park and its facilities must abide by these rules and regulations and any special conditions which might be attached to individual permits. In the event unusual and special considerations associated with a particular event would render complete satisfaction of these provisions a hardship, prior approval of any variance or deviation must be obtained from designated Town Officials. The Town reserves the right to require a damage deposit, in such amount as the Town deems appropriate, as a special condition to individual permits.

16. For cause, permits are subject to cancellation or revocation by the Town of Berryville.

Regulations for Special Events and Demonstrations

05/01/2026

The following document establishes guidelines concerning processes associated with events and demonstrations conducted on public property. These guidelines and processes reference existing ordinances of the Town of Berryville, State Code, Planning and Zoning Ordinances of the Town of Berryville and Clarke County Building Department Regulations.

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I. Purpose

To establish procedures and standards governing the use of public property by non-Town organizations and individuals for the purpose of conducting events. To ensure the preservation of public convenience in the use of Town streets and outdoor areas, the preservation of public order and safety, and the defraying of administrative expenses associated with certain types of uses.

To protect the right of persons and groups to organize and participate in peaceful assemblies to express their political, social, religious, or other views on Town streets, sidewalks, other public ways, parks, and other public lands, subject to reasonable restrictions designed to protect public safety, persons, and property. To accommodate the interest of persons not participating in such assemblies to use Town streets, sidewalks, and other public ways to travel to their intended destinations; Town park for recreational purposes; and other Town lands for their intended purposes.

II. Organizations and Town Departments Affected

The Town Manager, directly or through the Town Clerk, shall manage the scheduling of events on Town-owned property. The Town Planning Department, Police, Public Works, Virginia Department of Transportation (VDOT), John H. Enders Fire & Rescue, and Clarke County Fire & Rescue shall have an opportunity to review event applications and propose reasonable time, place, and manner modifications thereto and conditions thereon in keeping with these ordinances and the purposes stated in section I above.

III. Policy

A. Definitions

"Advertising" and "advertisement" shall mean anything containing any words, symbols, pictures, and/or logos directing attention to any business or to any commodity or service for sale to the public; excluding, however: (i) a price sign, a sign or logo identifying the name of a vendor and item being sold by that vendor when such signs are located within an area specifically delineated as part of an event and the vendor holds a valid permit, (ii) a sign or logo naming the sponsor(s) of an event, and (iii) stands or vehicles with semi-permanent or permanently installed signs if being used for authorized recreational activities or events.

"Commercial activity" means performing services or providing goods that can normally be obtained from private enterprise.

"Community event" shall mean events designated by Town Council or Town Manager as "community events" from time to time.

"Demonstration" shall refer to non-commercial expressions protected by the First Amendment of the United States Constitution (such as picketing, political marches, speechmaking, vigils, walks, etc.) conducted on public property, the conduct of which has the effect, intent, or propensity to draw a crowd of onlookers. This term does not include casual activity by persons which does not have the intent or propensity to attract a crowd of onlookers.

"Event" may refer to a demonstration, community event or a special event, or to demonstrations,

community events, and special events, collectively.

"Events Liaison" means the Town Clerk, or another person designated by the Town Manager.

"Open burning and open fire" have the same meaning as set forth in the Berryville Town Code § 6-1.

"Open flame" means fire whose flame is supported by wick, oil, or other slow-burning means to sustain itself. "Open flame" includes but is not limited to, flame-producing devices such as candles, torches, and juggling or other fire artist equipment, provided, however, that "open burning and open fire" and "open flame" shall not include handheld candles when used for ceremonial purposes and not held or used in an intimidating, threatening, dangerous or harmful manner.

"Person" shall mean and include any individual, corporation, Limited Liability Company, partnership, limited partnership, association, company, business, non-profit company, trust, joint venture, or other legal entity.

"Prohibited items" shall mean (i) all items prohibited by law from being held, carried, displayed, worn or otherwise used in public, (ii) items banned from public or park lands, (iii) any BB guns, pellet guns, air rifles or pistols, paintball guns, pellet guns, nun chucks, tasers, stun guns, heavy gauge metal chains, lengths of lumber or wood, poles, bricks, rocks, metal beverage or food cans or containers, glass bottles, axes, axe handles, hatchets, ice picks, acidic or caustic materials, hazardous, flammable, or combustible liquids, dogs (except service dogs), skateboards, swords, knives, daggers, razor blades or other sharp items, metal pipes, pepper or bear spray, mace, aerosol sprays, catapults, wrist rockets, bats, sticks, clubs, drones, explosives, fireworks, open fire or open flames, or other item considered an "implement of riot", (iv) any items capable of inflicting bodily harm when these items are held or used in an intimidating, threatening, dangerous, or harmful manner, and (v) law enforcement or military-like uniforms or uniform-like clothing, badges, insignia, shields, hats, helmets, masks, equipment and other items that when held, carried, displayed or worn tend to suggest or imply that the wearer is a current member of law enforcement, the military, a private militia, or other public safety organization, such as a fire department or emergency medical services agency.

"Special event" shall refer to sports events, pageants, celebrations, historical reenactments, circuses, carnivals, music festivals, and other entertainments, exhibitions, dramatic presentations, fairs, festivals, races (i.e., runs/walks), block parties, parades, and other, similar activities, conducted on public property, which (i) are not demonstrations, and (ii) are engaged in by 25 or more persons. The term "special event" shall be construed to include a community event or private organization celebration held in or on Town-owned property and attended by more than 25 people. The term "special event" shall *exclude* gatherings of ten or more people in a park for general recreational or sports activities.

"Sponsor" shall mean the person (as defined above) or persons who sign, or whose authorized representative(s) sign, an application for an event permit and who will be responsible under the permit, if issued, for ensuring that the event will be conducted in accordance with these regulations. Where a purported sponsor is not a legal entity, the sponsor shall be the individual(s) signing the permit application.

"Streets" shall mean public streets, sidewalks, walkways, alleys, lanes, and highways in the Town.

"Structure" shall mean and include props and displays (such as, but not limited to: crates, crosses, theaters, cages, and statues); furniture and furnishings (such as desks, chairs, tables, bookcases cabinets, platforms, podiums, and lecterns); shelters (such as tents, boxes, inflatables, booths, and other

enclosures); wagons and carts; and all other similar types of property which might tend to harm Town land or street areas, including aesthetic interests.

B. Permit Requirements

1. Events may be held only pursuant to a permit issued by the Town Manager, with the following exceptions: events involving fewer than 25 persons where no space is requested to be reserved, or demonstrations which occur without prior planning or announcement for the purpose of an immediate and spontaneous response to a news-worthy occurrence. These may take place without a permit if (i) it is otherwise a lawful assembly conducted in accordance with the regulations set forth herein, (ii) the group will not unreasonably interfere with other events scheduled or taking place concurrently, (iii) the event does not block streets or access to Town property, and (iv) the event does not pose a threat to public safety. Without limitation of the foregoing, demonstrations taking place in response to a news-worthy occurrence more than 48 hours after such news-worthy occurrence will not qualify as spontaneous demonstrations even without prior planning or announcement, and sponsors of events outside this window must apply for and receive a permit for an event expected to draw 25 or more persons.

2. Wherever these regulations specify that a particular use or activity may be conducted only pursuant to a permit, such permit shall be required in order for that use or activity to be lawful.

C. Permit Applications

1. Permit applications may be obtained from the Events Liaison. Inquiries regarding use of Rose Hill Park may also be directed to the Events Liaison.

2. Applications for permits shall be submitted by the event sponsor in writing on a form provided by the Town so as to be received by the Events Liaison at least (i) thirty (30) business days in advance of any event if not requiring street closure, removal of parking, or provision of public safety personnel, or (ii) sixty (60) business days in advance of any event if requiring street closure, removal of parking, or provision of public safety personnel. These periods may be reduced by the Town Manager with respect to demonstrations only if, upon consultation with the Police Chief, Fire Chief or other appropriate public safety officials, the size and nature of the proposed demonstration will not reasonably require commitment of Town resources or personnel in excess of that which are normally available or which can reasonably be made available within the necessary time period, and review of the permit by all appropriate personnel for the purposes contemplated by these ordinances is feasible within the necessary time period. In all cases, sponsors are encouraged to submit requests for permits as far in advance of any event as possible but not to exceed 6 months. A permit may be denied if, taking into account the size and nature of the proposed event, the Town Manager does not have sufficient time to evaluate the proposed event's potential impact upon public safety, persons, and property, and the interests of persons not participating in the event being able to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town parks for recreational purposes, and other Town lands for their intended purposes is not compromised.

a. Each application shall specify (i) the name, address and telephone number of a contact person for the sponsor, (ii) the nature of the event, (iii) the date when the event is to be conducted,

(iv) the times when the event is to begin and end, and the approximate times when assembly for, and disbanding of, the event are to take place, (v) the location(s) of the event and any assembling or disbanding areas, as well as any related stands or other structures to be used in the event, (vi) the approximate number of persons, animals, and vehicles that will participate in the event, (vii) whether the sponsor will invite, publicize, or advertise the event to groups and other persons that the sponsor does not directly represent, (viii) a description of the types of animals, the types of vehicles to be used, the number of bands and other musical units and sound trucks to be used, and the number, type, and size of banners, placards, and signs to be used, (ix) the number of persons who will be designated by the sponsor to monitor the event, and (x) any other information required by these regulations. The sponsor must disclose in an application whether the sponsor requests permission for a prohibited item to be used during a demonstration due to its expressive or symbolic quality relevant to the subject matter of the demonstration, including without limitation symbolic weapons, open flames, or other similar items. If the permit grant includes the right to carry or display a prohibited item, such item must be carried or displayed in strict accordance with the terms of the permit and must otherwise at all times conform to applicable law.

b. Any permit granted will be based on the information provided in the application being and remaining complete, accurate, and not having any material omissions regarding the nature of the event, any structures or items to be used during the event, or any activities to be conducted during an event, which information constitutes conditions and limits on the event. Sponsor will notify the Town as soon as practicable if any information in the application is no longer complete or accurate, and provide a revised application containing the updated information. The Town will promptly review the revised application and notify the sponsor whether the permit will stand or be revoked, modified, or subject to additional conditions or limits. The sponsor will be responsible for notifying the anticipated attendees of any applicable conditions and limits placed on an event and any relevant subject matter of these regulations directly applicable to their conduct at an event, such as the list of prohibited items and the allotted time and location for an event and its initial staging and dispersal.

c. Each application must be accompanied by all required fees and deposits and signed by all sponsors responsible for the event unless, with respect to an application for a demonstration only, the sponsor claims in the application a bona fide financial hardship and the sponsor demonstrates to the Town Manager by reasonable evidence that the monetary obligations imposed by these regulations on the event would render the sponsor not reasonably able to conduct the demonstration. Accordingly, the Town Manager shall waive, in whole or in part, compliance with the monetary and indemnification obligations imposed by these ordinances to the extent necessary to enable the sponsor to conduct the demonstration.

d. If applicable, the sponsor of (i) an event at which at least 500 people will or may be expected to attend or (ii) a special event for which admission fees will be charged, shall provide the Town with the location and number(s) of people who attended the past three events staged by the sponsor or other principals. This will assist Town officials and public safety personnel in planning for any services that may be necessary in connection with the event.

e. Clarke County Building Department permits are required for tents that are greater than 900 square feet in size.

D. Permit Processing

1. Permit Applications.

Permit applications for events will be processed in order of receipt of completed applications, including any applicable fees or charges. However, the application of a sponsor who applies for a hardship fee waiver or reduction will not be considered incomplete due to non-payment of any fees or charges unless and until a determination is made that any fees or charges are due and owing from the sponsor and the due date for the fee has passed without receipt of payment. Unless otherwise provided by these regulations, no applications shall be accepted more than six months prior to the proposed date of an event; this restriction shall not apply to community events which routinely repeat on an annual basis. Upon receipt of a permit application, the Events Liaison shall promptly deliver a copy of such application to Town Manager, Police Chief, Director of Public Works, Community Development Director, and any other Town officials whom the Town Manager may, from time to time, designate as reasonably necessary to receive and review permit applications. Such officials shall promptly deliver to the Town Manager their recommendations with respect to granting or denying the requested permit, or any modifications, conditions, or limits which should be placed upon issuance of the permit.

2. Priority of Use.

Community events shall have priority of use of the particular street or Town land specified in section H of these regulations, and those areas shall be deemed reserved unless released in writing by the sponsor. Other events may be allowed in areas which have been reserved for a community event if they do not materially interfere with the community event and the community event sponsor consents.

3. Permit Application Fees.

An application fee shall be paid by the sponsor of every proposed event for which a permit is required. See Appendix A for the amount of the fee. If a permit is denied or revoked, the application fee will not be refunded.

4. Requests for Information.

Before or after permit issuance, the Town Manager or his or her designee may request from the sponsor such additional information with respect to a proposed event as reasonably deemed necessary for evaluating the proposed event's compliance with these regulations and the impact of the proposed event upon public safety, persons, and property, and the interests of persons not participating in the event being able to use Town streets, sidewalks, and other public ways to travel to their intended destinations, Town parks for recreational purposes, and other Town lands for their intended purposes. This may include a meeting with the Town Manager and Town of Berryville staff. The sponsor's failure to timely provide such additional information constitutes grounds for the denial of a permit request or the modification, conditioning, or limiting of a permit.

5. Grounds for Rejecting or Revoking a Permit.

A permit may be denied, conditioned, revoked, or limited by the Town Manager upon the following grounds:

a. Receipt of Multiple Requests: a fully executed application for the same time and place has been previously received, reserving a location for an event or activity which does not reasonably permit multiple events in the same area;

b. Impact on Public Safety: if it reasonably appears that the proposed event will present a threat to public safety or health or would be unlawful due to its nature, location, anticipated number of attendees, or other factors. This includes, without limitation, where a permit or license required by the Health Department or the Virginia Department of Alcoholic Beverage Control has not been obtained;

c. Incompatible Use: the proposed event is of such a nature or duration that it cannot reasonably be accommodated in the intended space, would be inconsistent or incompatible with the purpose(s) for which the area is normally used, or with other uses of the area;

d. Failure to Meet Conditions: the application proposes activities contrary to one or more of the purposes, conditions, or limits specified within these regulations;

e. No Responsible Person: there is no person authorized to sign an application on behalf of the sponsor applying for a permit and/or there is no person willing or able, as demonstrated to the Town Manager by reasonable evidence, to accept responsibility for and perform the sponsor's obligations set forth in these regulations, including without limitation, the sponsor's indemnification obligations;

f. In the case of a proposed special event: the proposed special event cannot be accommodated within a reasonable allocation of Town funds and/or resources, considering the event's public appeal and the anticipated participation of the general public therein;

g. Failure of the Event to be Consistent with the Application: The Town Manager reasonably determines at any time following consultation with the Police Chief or other appropriate Town officials that any material information set forth in the permit application is or has become incorrect or misleading. In this case, the permit must be revoked, modified, conditioned, or limited consistent with these regulations; and/or

h. Prohibited Items: Prohibited items are not allowed at events, and an event permit will be denied or revoked if at any time it appears that prohibited items will be used, or are being used, during an event and the Town has not granted special permission in the permit covering such use. It will not be grounds for rejection of a permit that a sponsor wishes event attendees to carry or use a prohibited item in an expressive or symbolic way, including without limitation: a symbolic weapon, open flame or other similar item, provided that all attendees must be licensed to carry such weapons if required by law and the use of such items must be otherwise lawful; and further provided that the event sponsor pays for any additional police, fire, and emergency medical personnel required to maintain public safety in accordance with these regulations. If any prohibited item for which special permission has been received is held or used during the demonstration in an intimidating, threatening, dangerous, or harmful manner, such use will be unlawful and the permit's allowance of such use shall be automatically revoked. The person responsible for the unlawful use of the item will be directed by law enforcement to leave the demonstration area, and any person refusing to do so shall be subject to arrest for trespassing.

Nothing in these regulations shall prohibit a disabled person from carrying, possessing, or using a wheelchair, cane, walker, or similar device necessary for providing mobility so that the person may participate in a permitted event.

Nothing in these regulations shall prohibit certified law enforcement officers or other public safety officials acting in their official capacity from carrying or possessing materials, weapons, and / or devices used in the performance of law enforcement duties.

6. Modifying or Placing Conditions or Limits on Permit Grants.

A permit may be modified or its grant may be conditioned or limited by the Town Manager where necessary to meet the requirements of these regulations or to further their purposes. Such conditions and limits may include, for example: requiring the event to be relocated to an alternative venue if doing so provides for safe accommodation of the number of anticipated attendees or type of event; provided however, that Town Manager shall take into account whether the alternative venue is suitable for communicating the content of the demonstration. The Town reserves the right to limit the number of persons allowed at events on the basis of the location or nature of the event and to require that the sponsor provide a certain number of individuals, who may be volunteers within sponsor's organization, to act as crowd managers to assist with ensuring that the assembly is and remains lawful and in compliance with these regulations and liaising with Town officials prior to and during the event.

7. Notice of Decision

a. Applicants shall be notified of the Town's approval or denial of a permit for an event as soon as reasonably practicable after the date on which the application was received. The Town may also issue approval of a permit for an event conditioned upon the sponsor's accepting modifications, conditions, or limits imposed on the event consistent with these regulations.

b. Unless denied or modified within 10 business days following the submission of a completed permit application, or within thirty (30) business days if the event requires a street closure, removal of parking, or provision of public safety personnel, all requests for demonstration permits shall be deemed granted, subject to the conditions and limits set forth in the permit and these regulations, as long as the area proposed for the demonstration had not been reserved by another person prior to the date on which the permit would be deemed granted in accordance with this section.

c. All denials or conditional approvals of demonstration permits shall include a reasonably detailed description of the reason for the denials or the modifications, conditions, or limits, and specific instructions for how an appeal of the denial or conditional approval can be submitted to the Town Manager.

8. Permit revocation

a. An issued permit for an event may be revoked by the Town Manager or designee upon: a finding of a violation or a reasonably anticipated violation of any rule, ordinance, law, regulation and/or condition or limit of the permit; or a finding that a permit application was not complete or accurate or had a material omission of fact when granted; or a finding that the information in the permit application has become or is reasonably likely to become incomplete, inaccurate, or to contain a material omission. Immediately upon such a revocation, the Town Manager or designee shall send a written notice to the sponsor at the sponsor's address in the permit application,

specifying the reason for the revocation. Written notice requirements may also be satisfied by virtue of electronic transmissions via e-mail or fax.

b. During the conduct of an event, a permit may be revoked by the ranking police officer, fire marshal, or other public safety supervisory official in charge if the event is unlawful, prohibited items are being used, an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage exists, or if the Town, County, or Commonwealth has declared either a state of emergency or an unlawful assembly covering the area in which such demonstration is being or will be held. Upon such revocation, the sponsor and the other sponsor attendants shall require sponsors and attendees to disperse.

c. When a permit has been granted or is deemed to have been granted pursuant to these regulations, the Town Manager may revoke, modify, condition, or limit the permit for any reason for which it could have been denied, modified, conditioned, or limited originally.

d. All revocations of demonstration permits shall include a reasonably detailed description of the reason for the revocation and specific instructions for how an appeal of the revocation can be taken and shall be served personally or by certified mail, with a copy sent by fax or e-mail at the sponsor's request.

9. Appeals

a. Except for permits revoked during demonstrations, an appeal of the denial, conditional approval, or revocation of a demonstration permit must be made to the Town Manager in writing, and shall include a statement of the basis for the objection to the denial, conditional approval, or revocation.

b. The Town Manager shall make a decision on appeal expeditiously and, if practicable, at least three (3) business days prior to the date the demonstration is planned to commence, and shall explain in writing the reasons for the decision.

E. Permit Conditions and Limits.

1. Excluded Areas and Prohibited Items

No events that charge an admission fee or offer goods or services will be permitted in Rose Hill Park.

Prohibited items are excluded from all events.

2. Street Closings

a. No street may be closed for any event, unless done so pursuant to: a street closure permit applied for by the event sponsor and issued by the Town Manager pursuant to sec. 10-7 of the Town Code; a VDOT land use permit for streets within Town maintained by VDOT. No such permit shall be granted unless the Town Manager or Chief of Police determines that such closure is reasonably required due to the location of the event and:

1) Such closing is necessary because the event will impede or pose a reasonable risk of harm to

traffic and/or pedestrian travel, or if not strictly necessary, such a closing would not be unduly detrimental to public safety and convenience; and,

2) If the street in question is an extension of the state highway system, adequate provision shall be made to detour through traffic during the event (VA Code 15.2-2013); and
3) The sponsor permitted to use public right(s)-of-way will furnish a public liability and property damage insurance contract as required by VA Code §15.2-2013 and these regulations.

b. No street may be closed for an event except on a temporary basis not to exceed 10 hours in duration.

c. Even if not requested by a sponsor, if the circumstances of a proposed event are such that a street closing is necessitated because the event will likely impede or pose a threat to vehicular or pedestrian travel, the Town will require a permit and a street closing in connection with the event and all applicable fees, and may require that the event be held at an alternate site where the event is not likely to impede or pose a threat to vehicular or pedestrian travel, if such a site is available.

d. Upon approval of a street closing, the sponsor shall be issued a street closure permit by the Town Manager. This permit shall be displayed in a prominent place during the event.

e. During the conduct of an event, the sponsor of that event shall comply immediately with the lawful request of any police officer, firefighter, rescue service person, or Town employee to move any structure or persons from a street which has been closed in connection with that event.

f. Notwithstanding any of these provisions, the Town Manager may close any street for a neighborhood-based gathering when (i) one block or less is to be closed, (ii) there is an alternative for all traffic, (iii) reasonable notice of the closure is given by posting signs at either end of the block, and (iv) the Town Manager believes that there are no safety concerns. In these cases, no permit is required and applicants shall be referred to the Town Clerk for street closure permits.

3. No Impediments to Public Access.

During any street closure, all Town ordinances and State statutes limiting the use or obstruction of fire lanes, access to Fire Department fire suppression system connections and fire hydrants, emergency routes, and pedestrian walkways must be observed at all times. No person(s) or group(s) participating in an event shall block building entrances to or exits, nor shall such person(s) or group(s) interfere with the use of buildings, parks, or facilities by non-participating persons for their ordinary purposes.

4. Limited Duration.

No event shall be authorized for a duration in excess of two (2) days and no street closing shall be authorized for a duration in excess of ten (10) hours. Provided, however, that the stated period may be extended upon request no later than 24 hours prior to the expiration of the then-authorized duration for demonstration only, up to one (1) day unless another application has requested use of the particular area and said application precludes double occupancy.

5. Time of Day Restrictions.

No event shall be permitted in any Town park during hours that the park is otherwise closed to the

public.

6. Sound Amplification.

1. The Town Manager may approve a request in the permit application for the use of sound amplification equipment in connection with the permitted event, in accordance with exemptions to noise ordinance violations enumerated in Chapter 11 of the Code of the Town of Berryville. The Town Manager may reasonably limit the sound amplification equipment so that it will not unreasonably disturb nonparticipating persons in or in the vicinity of the area of an event and/or so that it will not unreasonably interfere with the conduct of another event or an outdoor business enterprise in the vicinity or area.

2. No amplified sound shall be generated by or in connection with an event between the hours of 10:00 p.m. and 09:00 a.m.

7. Sales or Distribution of Merchandise/Information

a. When the sale or display of merchandise, or the distribution or display of educational, informational or other materials (including the distribution of non-commercial printed materials) is to be done in or upon Town streets or parks with the aid of a table, stand, or structure, no such table, stand, or structure shall exceed 4 ft. x 4 ft. or 2 ft. x 8 ft.

b. Whether or not a permit is required, the sale, display, or distribution of merchandise or other materials and the solicitation of contributions or donations is prohibited in the following areas: (1) any location that would impede access to the entrance of any adjacent building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width, or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, or a loading zone; (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the demonstration or special event; (5) if done with the aid of a table, stand, or structure within any area reserved by a permit issued for an event, if the sponsor of the event has not consented to the presence of the table, stand, or structure; and/or(6) upon the lands or within the structures of Rose Hill Park.

c. Persons or organizations engaged in the sale, display, or distribution of written or printed materials and/or the solicitation of donations or contributions shall not obstruct or impede pedestrians or vehicles, harass park visitors or attendees of any event, misrepresent the purposes or affiliations of those engaged in the activity, or misrepresent whether written or printed materials being distributed are available without cost or donation.

d. No sales or distribution activity may be conducted after 10:00 p.m., except in connection with a community event.

8. Food and Beverage Sales.

a. All sales and/or other provision of food and/or beverages must be done in accordance with all licenses, permits, and approvals required by law, including those required by the Health Department, the Department of Alcoholic Beverage Control, and the Town Treasurer. If all

required licenses and/or permits have not been provided to the Town, the application or permit may be denied or revoked.

b. The sponsor shall provide the Town with a diagram identifying the size and location of any tables, stands, food trucks, mobile food units, or other structures to be used for or in connection with the sale of food and beverages. There shall be no sales or distribution of food or beverages in any of the following locations: (1) any location that would impede access to the entrance of a building or driveway; (2) any location such that the sale or distribution activity would occupy more than half the available sidewalk width or four feet of sidewalk width, whichever is less; (3) within 10 feet of a fire hydrant, a public telephone, a fire escape, the driveway of a fire or police station, or a loading zone (unless the loading zone is located in a street temporarily closed in connection with the event); and/or (4) within the portion of any street intended for the use of motor vehicles which has not been temporarily closed for or in connection with the event.

c. Any person selling or otherwise providing food and/or beverages during an event or community event within an area reserved pursuant to the permit must do so with the consent of the sponsor and must have all licenses, permits, and approvals required by law. The sponsor controls vendors only within the area designated for the event or community event.

d. There shall be no sale or other provision of food or beverages at any event after 10:00 p.m.

e. In accordance with the Deed of Gift for the lands of Rose Hill Park, no food and/or beverages may be offered for sale; however, food and/or beverages excluding those containing alcohol and in accordance with all other regulations set forth in this section may be provided free of charge by the sponsor to event attendees.

9. Signs and Banners.

The use of signs and banners in or upon the Town's streets is prohibited for, or in connection with, any event except:

a. Signs hand-carried by an individual are allowed up to 3 feet by 5 feet in size. If, during an event, signs interfere with the public safety personnel's ability to conduct their duties due to the signs' size or use by persons, such signs can be restricted or banned from the event.

b. Signs are allowed on or within any table, stand, or other structure at which food, beverages, or merchandise is being sold, or at which non-commercial printed material is being distributed, as long as sign is no larger than two (2) square feet in area and contains no advertising or advertisement.

c. Signs that are attached permanently or semi-permanently to stands or vehicles being used for or in connection with authorized recreational activities or events are allowed.

10. Advertising.

Advertising/advertisement by the use of banners, billboards, signs, markers, audio devices, or any other means whatsoever is prohibited in or upon Town streets, sidewalks, and parks for or in connection with any event. (VA Code 15.2-2013).

11. Temporary Structures.

The erection, placement, or use of structures of any kind is prohibited, except:

a. Temporary structures may be permitted when notice to the Town Manager is provided contemporaneously with the permit application. Examples of temporary structures that may be permitted are as follows: structures erected for the purpose of symbolizing a message, first aid facilities, lost child alerts, and/or shelter for electrical or other sensitive equipment.

b. Structures that are being hand-carried are allowed as part of a demonstration.

c. Structures that are permitted pursuant to other sections of these regulations are allowed.

d. When allowed: (1) structures are not permitted on sidewalk(s) unless they meet the size criteria described in section (7)a of these regulations; (2) structures must be erected in such a manner so as not to unreasonably harm park or other public area resources, and the sponsor of the event must agree to remove such structures as soon as practicable after the conclusion of the permitted demonstration or special event; (3) structures must be capable of being removed upon 10 hours' notice and without permanent damage to Town lands (with the sponsor being responsible for any non-*de minimis* costs of remedying any damage arising out of such removal), and shall be secured in such a manner so as not to interfere unreasonably with use of any park area by other permittees authorized under this section; (4) structures shall not be attached to or fashioned in any way that would damage trees or other existing structures on public lands; and (5) the sponsor must comply with all other regulations concerning temporary structures and required permits as established by the Berryville Planning Department and Clarke County Building Department.

e. The Town Manager may impose other restrictions upon the use of temporary structures in the interest of protecting park or other public areas and/or traffic and public safety considerations.

12. Sanitation and Garbage.

a. Garbage, trash, rubbish, litter, or any other waste material or waste liquid generated on public property during an event shall be removed from the area by the sponsor of the event or deposited in receptacles provided for that purpose. The improper disposal of such waste is prohibited.

b. The sponsor of every event shall be required to pay a fee for cleanup costs, in the amount specified in Appendix A. This fee must be paid in advance. If actual cleanup costs incurred by the Town exceed the amount of the Cleanup Deposit, the sponsor will be billed by the Town for the excess.

c. A sponsor of any event must arrange for such public restroom facilities as may be required by the Health Department. The Town shall bear no responsibility for the cost of providing such facilities, and it shall be the sponsor's obligation to provide documentation to the Town Manager that all restroom facilities required by the Health Department have been arranged. Failure to provide documentation of Health Department approvals prior to an event shall be grounds for denial or revocation of a permit

13. Electricity.

Sponsors in community events may have the use of Town electrical outlets as needed. Sponsors may be required to pay an electricity fee in advance based upon anticipated electricity needs for the event. Attendees in events may not use of Town electrical outlets.

14. Fireworks Displays; Open Flame.

Persons desiring to conduct a pyrotechnic display of fireworks on streets or public lands must obtain approval from the State Fire Marshall's Office. Persons desiring to use open burning or open flame on streets or public lands must obtain a permit from the Town as required by sec. 6-1 (Open burning; generally) of the Town Code. Fires upon the lands of Rose Hill Park are prohibited with the exception of fires within grills located in the park designed for the preparation of foods or in conjunction with special ceremonies approved by the Town Manager. (Berryville Town Code sec. 13-36(i) The Chief of Police, in consultation with the Clarke County Director of Fire and EMS, may withhold approval of such permit if its issuance would result in the violation of a Town ordinance or it might jeopardize public health, safety, or welfare.

15. Public Safety Personnel.

a. No permit will be granted for an event unless adequate security will be available for the welfare and safety of those attending the event and of the general public. Determination of public safety personal staffing levels will be made by the Town Manager upon consultation with Police Chief, Clarke County Director of Fire and EMS, or other appropriate public safety official.

1) General Requirements.

A) Minimum Required Security Officers:

1) For open events where alcohol is served or offered for sale and admission is not restricted by tickets, fees, or otherwise, the sponsor must pay the cost of one police officer to staff the event, regardless of minimum attendance. When attendance exceeds or is expected to exceed 100 people, the sponsor must pay the cost of one police officer for every 100 (or any portion thereof) additional people attending or expected to attend.

2) For closed events alcohol is served or offered for sale and admission is restricted by tickets, fees, or otherwise, the sponsor must pay the cost of two police officers to staff the event, regardless of minimum attendance. When attendance exceeds or is expected to exceed **250** ~~350~~ people, the sponsor must pay the cost of one police officer for every **250** ~~350~~ (or any portion thereof) additional people attending or expected to attend.

3) For events at which no alcohol will be served or offered for sale, whether open or closed to the general public, and attendance exceeds or is expected to exceed **250** ~~1000~~ people, the sponsor must pay the cost of one police officer to staff the event. The sponsor must pay the cost of one police officer for every **250** ~~1,000~~ (or any portion thereof) additional people attending or expected to attend.

4) For marathons/races/walks, the sponsor must pay the cost of one police officer per hour of the race. The sponsor may be required to pay for additional police officers to staff the event if the Police Chief determines additional police officers to be necessary due to the geographic location of the proposed event, the time of day the event is scheduled, or other factors related to the safety of attendees or the general public and the efficient flow of traffic and pedestrian travel along the planned route of the event.

5) Additionally, for all events the sponsor shall be required to pay the cost of one traffic/parking control officer for every **250** ~~1,000~~ people (or any portion thereof) attending the event.

6) Upon a determination by the Chief of Police that one or more police vehicles are necessary to assure safe and efficient police coverage of an event, the sponsor must pay a vehicle fee as specified in Appendix A for each required vehicle. A sponsor may request an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be responsible for fees for each vehicle actually deployed.

7) Upon a determination by the Clarke County Director of Fire and EMS that one or more fire and/or emergency medical services vehicles are necessary to ensure safe and efficient fire or emergency coverage of an event, the sponsor must pay a vehicle fee, as specified in Appendix A for each required vehicle. A sponsor may request an estimate of the number of vehicles that may be required; however, if circumstances of the event require the assignment of additional vehicles, the sponsor will be responsible for fees for each vehicle actually deployed.

8) Upon a determination by the Clarke County Director of Fire and EMS that one or more firefighters, fire officers, or emergency medical services providers are necessary to ensure safe and efficient fire and emergency coverage of an event, the Sponsor must pay the cost of those firefighters, fire officers, or emergency medical services providers. A Sponsor may request an estimate of the number of firefighters/officers that may be required; however, if circumstances of the event require the assignment of additional firefighters/officers, the sponsor will be responsible for fees for each vehicle actually deployed.

B) Fees and Charges: The fee(s) and charges associated with the above-stated police officer, firefighter, and emergency vehicle requirements are set in Appendix A. The costs charged to sponsors for required police, fire, and emergency personnel coverage will be the established hourly wage for overtime work for the officer(s) willing and available to cover the event. In the event that the Town's actual cost of police, fire, and emergency personnel coverage exceeds the amount(s) collected in advance as deposits, the sponsor will be responsible for payment of this cost.

C) When admission fees will be charged, the sponsor of an event shall provide at least two secure access gates at locations approved by the Town's Police Department. For events to which tickers are sold in advance, the sponsor shall, two days prior to the event and at any other time reasonably requested by the Town, advise the Town as to how many tickets have been sold as of the day of the report.

16. Facilities Charges.

The sponsor of an event to which an admission fee will be charged shall pay the Town a rental fee in the amount specified in Appendix A.

17. Carnivals and Circuses.

a. No circus, carnival, or other similar show shall publish or post in any way within the Town at any time within 15 days prior to the holding of such event within the Town, any advertising of the exhibition of the circus, carnival, or other similar show (VA Code 58.1-3728).

b. Any circus, carnival, or other, similar show shall obtain the license required by section 9-35 of the Town Code before commencing any activity.

c. The sponsor of the circus, carnival, etc. shall pay a fee, as specified on Exhibit A hereto, for the inspection of any amusement rides to be offered as part of the event, and shall pay the tent erection fee(s) required by regulations of the Clarke County Building Department.

18. Other Conditions and Limits.

A permit may contain additional conditions and limits as may be warranted by the nature of a particular event and are consistent with these regulations, in the interest of protecting park or other Town resources, the use of nearby areas by other persons, and other reasonable property and/or public safety concerns.

Sponsors who request the Town to provide special equipment or facilities (e.g., barricades and cones for street closings, tables, chairs, public address systems, fencing, etc.) will be charged a reasonable fee and rental. An estimate for these fees shall be provided to the sponsor following the sponsor's request for such items.

A permit for a demonstration may be subject only to reasonable time, place, and manner conditions or limits that: (i) are narrowly tailored to serve the Town's significant interest, and (ii) leave open ample alternative channels for communication of the content of the demonstration. No permit denials, revocations, or modifications, and no time, place, or manner conditions or limits imposed on a demonstration may be based on the content of the beliefs expressed or anticipated to be expressed during the demonstration or on factors such as the attire or appearance of persons participating or expected to participate in a demonstration, except to the extent involving unlawful or prohibited items, nor may such conditions or limits favor special events over demonstrations. The Town Manager may impose such conditions or limits on a demonstration (i) during the permitting approval process or (ii) during the occurrence of a permitted demonstration if necessary. These limitations and/or conditions may be imposed to (i) ensure the demonstration meets the stated terms and purposes of these regulations, (ii) due to the occurrence of circumstances unrelated to the demonstration that were not anticipated at the time of approval and that were not caused by demonstration attendees, counter-protestors, or Town officials, or (iii) due to a determination by a public safety official that there exists an imminent likelihood of violence or other threat to public safety endangering persons or threatening to cause significant property damage.

F. Insurance or Other Liability Contract.

Prior to issuance of event permit, the Sponsor must provide the Town with an insurance certificate that verifies the insurance coverage required by these regulations.

1. The sponsor of an event shall furnish a general liability and property damage insurance contract insuring the Sponsor's liability for personal injury and death and damages to property resulting from its use of public property. This contract shall name the Town of Berryville as the certificate holder and as an additional insured. Please note that if the grounds of the Berryville-Clark County Government Center are the event site, then both the Town and County must be provided certificates.

2. The required general liability and property damage insurance shall be provided in an amount not less than $1,000,000, and the insurance policy shall name the Town (including its officers, officials, employees, and agents) as an additional insured party to the insurance contract. Failure to provide required insurance and reasonable documentation of the insurance, will be grounds for denial and/or revocation of a permit.

3. If alcohol is to be served or sold in connection with the event, then the required insurance shall include a liquor liability rider with a minimum of $1,000,000 coverage.

4. If fireworks will be discharged, then a fireworks-specific liability rider with a minimum coverage of $1,000,000 must be provided.

5. The insurance certificate must include a description of the event that corresponds with the permit application, i.e., electrical use, animals, bouncy house, etc.

6. This insurance requirement may be waived, in whole or in part, by the Town Manager for events that do not (i) pose a high level of liability risk to the Town or a material risk to public safety, and (ii) do not involve any inherently dangerous activity. A written request to waive or modify any insurance requirement must be made by the sponsor at the time a permit application is submitted. An approval or denial of the request will be made in writing to the event sponsor by the Town Manager.

7. For events held in Rose Hill Park with greater than 25 attendees and for which the Town Manager determines a special events permit is not required (i.e., a birthday party), the event sponsor must secure a low-cost Tenant User Liability Insurance Program (TULIP) through Virginia Risk Sharing Association (VRSA) at https://app.gatherguard.com/?f=4750.

8. The sponsor of an event for, or in connection with, which any type of royalty or royalties is required to be paid must agree to pay all such royalties (including, without limitation, any which may be due to ASCAP and BMI) and to indemnify and hold the Town harmless from and against any and all royalty payment sought from the Town.

G. Information Collection.

The information collected under these regulations will be used to provide notification to the Town Police, Town Department of Public Works, and local fire and rescue officials of the plans of sponsors of events in order to assist in the provision of security and logistical support.

H. Community Events.

Except as expressly stated, community events shall be conducted in accordance with all the conditions and

limits on events as specified herein and be subject to all applicable fees, indemnifications, and deposits. Community events include the following:

- Farmers' Market

  The Farmers' Market is held on the Rixey-Moore parking lot on Saturday mornings from April through October. The market is governed by a board and has its own set of regulations that have been reviewed by Town Council.

- Music in the Park
- Homecoming Parade
- Christmas Parade
- Summer Concert Series
- National Night Out
- Memorial Day Observance
- Veterans Day Observance

APPENDIX A

Special Events and Demonstrations Fee Schedule

1	Event Permit Application Fee (pay upon application)	$25.00 (non-refundable)
2	Street Closure Fee (pay upon application)	$100.00 (non-refundable)
3	Gazebo Security Deposit (pay upon application)	$50.00

4. Public Space Rent (events to which entry is limited by tickets or admission fees)

0 – 1,000 attendees	$50.00
1,001 – 1,999 attendees	$100.00
2,000 – 2,999 attendees	$150.00
3,000 attendees and up	$500.00
$50.00 due with application.	Remainder of Public Space Rent to be submitted to the Town within five (5) calendar days following conclusion of the event, along with documentation of total ticket sales or attendance count. The Town may monitor attendance to verify attendance numbers.

5. Electricity Fee $50.00 Advance deposit

   Advance deposit covers first four (4) hours of use. Sponsor will be billed $10.00 per hour for each additional hour of actual usage.

6. "No Parking" Signs $1.00 per sign – Billed

7. Building Permit Fee (Tent) Contact Clarke County Building Department

8. Amusement Ride Inspections Contact Clarke County Building Department

9. Public Works Fee $100.00 Advance deposit

   Advance deposit covers first two (2) hours of labor associated with event. Sponsors will be billed $50.00 per hour for each additional hour of labor that is provided.

10. Public Safety Personnel — $50.00 per required officer, advance deposit (refundable up to 24 hours prior to event)

- Deposit due with application.
- For ticketed events, where tickets are sold in advance an additional $50.00 deposit required per required officer/technician, as calculated based on tickets sold as of 48 hours prior to the Event. The additional deposit is due 24 hours in advance of the Event.
- Sponsor will be billed per hour for each officer/technician actually utilized (based on police / fire / EMS estimates of actual attendance and/or circumstances of the event and based on the regular hourly rates or salaries for the police/fire/EMS personnel utilized).
- *Hourly Rates*: The Sponsor will be billed the higher of: (i) $30.00 per hour, or (ii) the established hourly wage for overtime work, or (iii) the special event flat rate for FSLA exempt employees, as may apply for each of the particular officer(s)/technician(s) willing and available to cover the event, for each officer/technician actually utilized, plus an administrative fee in the amount of ten percent (10%) of the total billed amount.

11. Public Safety Vehicle Fee — $25.00 per required vehicle – Billed

12. Cleanup Fee

- Closed Event (admission limited by tickets or fees) $300.00 Advance Deposit
  Refundable if event cancelled in advance

- Other Events $100.00 Advance Deposit
  Refundable if event cancelled in advance

13. Approval

The schedule of fees above was approved and adopted by action of the Town of Berryville Council on October 8, 2019.

APPENDIX B

Special Events Forms

I. Special Event Permit Application

II. Town of Berryville Land Use Permit

III. Rules and Regulations Governing the Use of Rose Hill Park

Special Event Permit Application

FOR OFFICIAL USE ONLY
Organizational Status
___Non-Profit_____Commercial _Independent
Attachment Verification
___Maps _ Insurance_____ABC Permit
___Tent Permit _VDH Permit
___Road Closure Permits

NAME OF EVENT : _____

Activity type (Please select all that apply):

_____Block Party
_____Parade
_____Demonstration
_____Festival
_____Other
(please describe)

_____Film Production
_____Carnival
_____Race/Walk
_____Fair

_____

_____

Event Location Requested:

_____Rose Hill Park _____Rixey-Moore Parking Lot_____Hogan's Alley

_____Other _____

Group Requesting Event _____

Date of Event _____

Rain Date, if any _____

Time of Event _____

_____
Date Application Received

Organizer's contact Information (Representative must be present at the event with approved permit available for inspection)

Primary Name_____Cell Phone _____

Address_____Work Phone _____

City_____State/Zip _____

Email_____Home Phone _____

Secondary Name_____Cell Phone _____

Address_____Work Phone _____

City_____State/Zip _____

Email_____Home Phone _____

Description of the Event (Please attach additional sheet if more space is needed)

_____

_____

_____

_____

Will the activity require the blocking of any surrounding public streets, driveways or entrances?

Yes_____No _____ If yes, please identify: _____

Event Hours

Set-Up Time_____Hours of Event_____Clean-Up Time _____

Anticipated Attendance

Participants_____Spectators_____Other _____

Name of Insurance Company: _____

Copy of Certificate of Insurance providing $1 million in general liability insurance is required. The Town of Berryville must be named as the certificate holder and as an additional insured. This amount may be increased or waived as deemed necessary by the Town Manager or their designee. Please note that alcohol, animals, and/or fireworks on site require additional insurance.

Will sound amplification devices be used? Yes_____No _____

If Yes, length of time: _____

Will the event require use of any parking lots for staging areas? Yes_____No _____

If Yes, please identify: _____

Will alcohol be served? Yes_____No _____

If Yes, all state laws and local ordinances must be followed. The organizer must obtain a Virginia ABC permit (http://www.abc.virginia.gov/) and is responsible for all required permits.

Will food be served? Yes_____No _____

If Yes, the organizer may be required to obtain a permit from the Virginia Department of Health (540/955-1033) and is responsible for all requisite permits.

Will any fees be charged in association with the event, admission, etc.?

Yes_____No_____If yes, amount to be charged _____

If Yes and the special event is to occur in Rose Hill Park, please note that a Fundraising Permit is required upon application for valid and duly-constituted non-profit organizations for the purpose of approved charitable, educational, cultural, and/or community-oriented projects and activities. Commercial activity is prohibited.

Will you have security on site? Yes_____No _____

If Yes, please identify who will be on site _____

Will weapons or firearms be present? Yes_____No _____

If Yes, please provide detail of activity _____

Will there be a parade? Yes_____No_____(If yes, please complete the following section)

VDOT and/or Town of Berryville Land Use Permit and fee are required.

Please identify parade route

_____

_____

Will there be vehicles in the parade? Yes_____No_____Number of vehicles anticipated_____

What time will staging occur? _____

Where will staging occur? _____

Will there be animals in the parade? Yes_____No _____

If Yes, what type and how many? _____

Will you need assistance from Fire & Rescue? Yes_____No _____

If Yes, please contact John H. Enders Fire & Rescue at 540/955-1110 at least ten (10) days prior to the event.

Will you be using any of the following? (Mark all that apply)

____Tents	____Tables	_____Portable Toilets
____Live Radio	____Signs	_____Electricity
____Banners	____Animals	

Please note: Architectural Review Board review and approval and Zoning Permits may be required for certain banners, signs and temporary structures.

Please supply a sketch of how the requested venue will be organized for the event below, or attach a map with this application.

Hold Harmless Agreement

_____(Legal name of business/organizer, exactly as it appears on Insurance Endorsement), shall defend and hold harmless, the Town, its officers, employees, agents, and representatives thereof, harmless from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect on behalf of_____(legal name of business/organizer) while their personal property is situated on Town Property.

_____(Legal name of business/organizer) shall further hold the Town harmless for any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

Legal Name of Business/Organizer _____
(As it appears above)

By (signature): _____

Name (printed): _____

Title: _____

Address: _____

_____

Date: _____

++

For Office Use Only

Permit Approved_____ Denied _____

By: _____

Date: _____

Permit #_____

Special Event Permit # _____

Permission is hereby granted to _____
(Name of Organization/ Organizer)

for the use of the facilities identified in the attached application on _____
(Date)

from_____to_____.
(Time)

This permit is issued with the understanding that _____
(Name of Organizer)

shall accept responsibility for adherence to the Town of Berryville Special Events and Demonstrations Regulations, Ordinances of the Town of Berryville (Chapter 20- Parades and Demonstrations), and Ordinances of the Town of Berryville (§ 13-36 Regulation of Use and Conduct in Rose Hill Park) as well as to any special conditions which may be attached hereto.

Date _____ Signed _____
Town Manager

Special Fundraising Permit

Permission is further granted to the above-named organization for a fundraising event pursuant to the approved application for same dated _____.

Date _____ Signed _____
Town Manager

LAND USE PERMIT
LUP-A Land Use Permit Application

APPLICATION is hereby made for permit as shown on the accompanying plan or sketch and as described below. Said activity(s) will be done under and in accordance with the rules and regulations of the Council of the Town of Berryville, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to. Where applicable agreements may be attached and made a part of the permit assembly including any cost responsibilities covering work under permit. Applicant agrees to maintain work in a manner as approved upon its completion. Applicant also hereby agrees and is bound and held responsible to the owner for any and all damages to any other installations already in place as a result of work covered by resulting permit. Applicants to whom permits are issued shall at all times indemnify and save harmless the Town of Berryville Council members, the Town and all Town employees, agents, and offices, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law. In consideration of the issuance of a permit the applicant agrees to waive for itself, successors in interest or assigns any entitlements it may otherwise have or have hereafter under the Uniform Relocation and Assistant Act of 1972 as amended in event the Town or its successor, chooses to exercise its acknowledged right to demand or cause the removal of any or all fixtures, personality of whatever kind or description that may hereafter be located, should this application be approved.

Type or print clearly

Applicant Driver's license or Tax ID No. _____ **Contact Name** _____

Owner Name _____ **E-mail Address** _____

Address _____ **Telephone Number (_)**_____**-**_____**Emergency**

City_____**State**_____**Zip Code**_____ **Telephone Number (_)**_____**-**_____**Fax Number (__)**__

_____**-** _____

Agent Driver's license or Tax ID No. _____ **Contact Name**_____

Agent Name _____ **E-mail Address**_____

Address _____ **Telephone Number (_____)**_____**-** _____

City_____**State**_____**Zip Code**_____ **Emergency Telephone Number (_____)**___**-**_____**Fax Number (_____)**_____**-**_____

Permit Term Requested_____**Fees Enclosed $**_____**Check Number** _____

Money Order_____**Other**_____**Estimated cost of work to be performed on Town of Berryville Right of Way $**_____

Surety Information: **Surety Posted by: Owner** ☐ **Agent** ☐ **Surety Refund to: Owner** ☐ **Agent** ☐ **Surety Waived** ☐

Amount of Surety $_____**Obligation Amount $**_____**Check #** _____

Surety Company Name_____**Bond #**_____

☐ **LUP-CS CASH SURETY AFFIDAVIT PROVIDED FOR CASH SURETY**

Applicant has provided proof of the following requirements in accordance as defined in §2.2-1151.1 of the Code of Virginia

(1) The utility company has registered as an operator with the appropriate notification center.
(2) Attached is a notarized affidavit, stating that the utility owner has notified the commercial and residential developer, owner of commercial or multifamily real estate, or local government entities with a property interest in any parcel of land located adjacent to the property over which the land use is being requested, that application for the permit has been made.

Request permission to perform the following activity(s): _____

_____

_____as per attached plans.

Location: **[ ]** Town of_____Route No._____Street Name _____

Latitude_____Longitude_____Tax Map Number_____Applicant Job No._Between Route No._____Street Name_____and Route No._____Street Name _____

[ ] IF APPLICABLE, I AGREE TO PAY THE FULL SALARY AND EXPENSES OF A TOWN ASSIGNED INSPECTOR IN CONJUNCTION WITH ACTIVITIES AUTHORIZED UNDER THE AUSPICES OF A TOWN OF BERRYVILLE LAND USE PERMIT

Signature of Applicant:_____Title_____Date _____

Signature of Agent:_____Title_____Date _____

All applicable items on this form must be completed to avoid delay in processing the issuance of a Town of Berryville Land Use Permit.
Prepayment required with remittance payable to Town of Berryville.

TOWN OF BERRYVILLE USE ONLY

Receipt is hereby acknowledged for: CHECK No._____MONEY ORDER No. _____

In the Amount of $_____for PERMIT FEE $_____CASH SURETY $ _____

Authorized Town Signature:_____Date: _____

PLEASE READ CAREFULLY

RULES AND REGULATIONS GOVERNING THE USE OF ROSE HILL PARK

NOTICE: THE TOWN OF BERRYVILLE IS NOT RESPONSIBLE FOR ACCIDENTS, INJURY, OR LOSS OR DAMAGE TO PERSONAL PROPERTY.

1. All applications for permission to use Rose Hill Park facilities for a special event shall follow procedures outlined in the Regulations for Special Events and Demonstrations.

2. It shall be a condition of all special event permits issued for use of the park and its facilities that no person, whether or not a member of the sponsoring group or a participant in the special event, can be denied access or free passage to, from, or within all or any portion of Rose Hill Park or any facilities therein. Rose Hill Park shall at all times remain a public park with right of free passage to all members of the public.

3. No individual, group, or organization will be permitted to use the park for profit or gain in the absence of a special fund-raising permit obtained from the Town pursuant to paragraph four (4) herein. All regular park permits shall be conditioned on an understanding that the special event is not a benefit affair, that no admission is to be charged, and that no tickets will be sold. There will be no gambling or games of chance except as may be permitted by a special fund-raising permit issued pursuant to paragraph four (4) herein.

4. The Town may issue a special fund-raising permit upon application, on forms provided by the Town, by valid and duly-constituted non-profit organizations for the purpose of approved charitable, educational, cultural, religious and/or community-oriented projects and activities. All other rules and regulations governing the use of Rose Hill Park, as set forth herein, shall apply to such fund-raising events approved by special permit.

5. No alcoholic beverages or illegal controlled substances are allowed on the premises at any time.

6. Users of the Rose Hill Park gazebo may not deface the structure in any way. No driving of nails, thumb tacks, or fastening to light fixtures will be permitted. Plans for any decorating must be submitted for approval with special event permit applications.

7. The Town of Berryville furnishes only such lighting and electrical service as is in place. Any additional services and equipment needed for a special event must be furnished by the user. When special or additional lighting or other electrical equipment is required, approval of electrical connections by the Town of Berryville Director of Public Works must be obtained at least forty-eight (48) hours prior to any such lighting or equipment being placed in use.

8. All groups using the Rose Hill Park facilities will be responsible for setting up any equipment, such as chairs and tables, to their own liking. The Town of Berryville cannot provide personnel assistance for any loading, unloading, or setting up of such equipment.

9. All groups using the Rose Hill facilities shall clean up, dismantle and remove any equipment, and in general, leave the premises in the same condition as they found them, upon conclusion of the special event. All garbage and trash must be put in heavy-duty plastic trash bags, to be supplied by the sponsoring group, and placed in the park's trash containers.

10. Any and all damage to the grounds, buildings, and equipment must be corrected by the sponsoring group to the satisfaction of designated officials of the Town of Berryville. Correction may include replacement if deemed warranted by such Town Officials.

11. All activities and required cleanup shall be concluded no later than 12:00 midnight of the day of the scheduled event.

12. Users of the park and its facilities must take adequate provision to guard against public disturbances or other unsafe practices.

14. No event is official until it is entered on the schedule and a special event permit is issued by the Town of Berryville.

15. All groups using the park and its facilities must abide by these rules and regulations and any special conditions which might be attached to individual permits. In the event unusual and special considerations associated with a particular event would render complete satisfaction of these provisions a hardship, prior approval of any variance or deviation must be obtained from designated Town Officials. The Town reserves the right to require a damage deposit, in such amount as the Town deems appropriate, as a special condition to individual permits.

16. For cause, permits are subject to cancellation or revocation by the Town of Berryville.

Town Council Report

10 March 2026

Item Title

Request to set Public Hearing: Revisions to Construction Standards and Specifications Manual

Prepared By

Jean Petti

Background/History/General Information

Revisions to Construction Standards and Specifications Manual

-Change hydrant flag standard from fiberglass to steel; require exterior water meters

Attachments

1. Construction Standards and Specifications Manual, excerpts, redlined

Sample Motion

I move that the Town of Berryville set a public hearing for 7:00 p.m., or as soon after as this matter may be heard, on Tuesday, April 14, 2026 to consider revisions to Construction Standards and Specifications Manual

Section 3

Water Mains and Appurtenances

I. General

A. This section includes construction of distribution system mains, service laterals, and other associated appurtenances as well as testing and disinfection requirements. All regulations, standards, and established best practices as determined by Town Engineer and Director of Public Works must be applied.

B. All mains shall be cement mortar lined ductile iron with a minimum diameter of six (6) inches. The pipe shall have rubber gasket push-on joints and all fittings shall be mechanical joint except as approved by the Town. Where special fabrication of ductile iron pipe is required to fit water mains within vaults, structures, and buildings, the Contractor shall submit fully dimensioned drawings showing the piping in full detail with exact locations, dimensions, and schedules of all pipe, fittings, hangers, supports, and appurtenances before starting fabrication of the pipe and/or fittings. Where special fittings are required, they shall be shown in detail with all necessary dimensions. The design of such installations shall provide adequate space within the housing and around the fittings to allow easy disassembly of pipe sections or other appurtenances.

C. Water mains shall be located a minimum of three (3) feet from the gutter of the streets with curb and gutter, or three (3) feet within the pavement edge of streets without curb and gutter. Whenever practical, sewer mains shall be located in the center of the street.

D. A minimum ten (10) foot horizontal separation (outside to outside), or six (6) feet horizontal separation with at least eighteen (18) inches' vertical separation from bottom of water to top of sewer, shall be provided between all water lines and sanitary sewer lines. Should conditions require the water and sewer lines to be installed in the same trench, the water line must rest on a shelf of undisturbed earth to one side of the sewer with at least eighteen (18) inches of vertical separation between the top of the sewer line and bottom of the water line. Approval from the Town Engineer and Director of Public Works must be acquired before same trench installation is permitted.

E. Typical minimum cover of four (4) feet is to be provided for water mains. For short distances, reduced cover of as little as three (3) feet may be approved so as to preclude locating water below a crossing utility.

II. Mains

A. Ductile Iron Pipe

1. Ductile iron pipe shall be manufactured in accordance with ANSI A21.51/ AWWA C151. All pipe shall have a minimum Class 52 thickness.

2. End designs shall conform to the ANSI/AWWA C 111/ A21.11 – "Rubber Gasket Joints Ductile Iron and Gray Iron Pressure Pipe and Fittings". Push-on joints shall be "Tyton," "Super Bell Tite" or "Fast-Tite" joint**,** or approved equal.

3. The inside of the pipe shall be cement lined in accordance with ANSI/AWWA C 104/ A21.

4. Flanged connections shall only be permitted where indicated on construction plans and pre-approved by the Town, and shall conform to ANSI/AWWA C115/A21.15.

B. Backfill and Bedding

1. Select Backfill
    a. There shall be 24 inches of select backfill above the stone aggregate which shall be compacted in eight-inch lifts. The maximum particle size of the material shall be no greater than one (1) inch and shall be compacted to 95% of maximum density.
    b. Above the select backfill, material shall be deposited in lifts not to exceed two (2) feet, and have a compaction to 95% of maximum density.
    c. A six (6) inch wide magnetized locating ribbon labeled "WATER LINE BURIED BELOW" shall be placed above the select fill.
    d. No rock shall be used in the select backfill. Any rock used *above* the select backfill shall be no larger than six (6) inches in diameter.
    e. A #12-gauge wire shall be placed next to the PVC (C909) line during installation of the main. This wire must maintain positive continuity at all times.

2. Stone Bedding

    1. For excavation in dirt or clay, there must be six (6) inches of stone under and over the pipe.

    2. For excavation through rock, there shall be twelve (12) inches of stone under and over pipe in rock trenches.

C. Fittings

1. All fittings shall be cast of ductile iron, and shall conform to ANSI/AWWA C153/A21.53. Fittings shall be made with mechanical joint ends in accordance with ANSI/AWWA C 111/A21.11.

2. A sufficient number of bolts, nuts, glands, and gaskets shall be provided for each fitting. These accessories shall be of the proper dimensions for the size pipe. The bolts shall be made of high strength low alloy steel in accordance with ANSI/AWWA C 111/ A21.11.

3. The cement lining shall conform to ANSI/AWWA C 104/A21.4.

III. Handling Ductile Iron Pipe and Fittings

A. It shall be the responsibility of the pipe manufacturer to thoroughly inspect each length of pipe according to the applicable ANSI and AWWA standards and other requirements as set forth in these specifications.

B. Ductile iron pipe, fittings, valves, and accessories shall be handled in strict accordance with the provisions of ANSI/AWWA C 600, so as to ensure that these items are sound, undamaged, and entirely suitable in all aspects to the specified requirements of each particular fitting, pipe, and accessory. Particular care shall be taken not to injure either the coating, the pipe, or threads. Equipment, tools, and methods used in loading, reloading, unloading, hauling, and laying pipe and fittings shall be such that no damage is done to the pipe, fittings, or coatings. Where hooks are used for lifting, they shall have broad, well-padded contact surfaces. Repair of defective or damaged coatings or linings shall be made under the direct supervision of a representative of the pipe manufacturer. No field repair work may be done on any damaged pipe coating or lining without the prior approval of the Director of Public Works and Town Engineer. Any bituminous pipe coating that is damaged by shipment or by the Contractor shall be repaired prior to installation or placing of any backfill or hanging within hangers. Repairs shall be made by removing all damaged coating, then wire brushing to expose the metal and applying two coats of coal tar coating material of a type and quality equal to that used originally for the bituminous coating of the pipe.

C. The cutting of pipe for closure pieces or for other reasons shall be done in a neat and workmanlike manner by a method that will not damage the pipe or its lining. Sections shall be thoroughly swabbed or cleaned of all foreign matter before being installed into the system and shall be kept clean during and after installation. Before installation of any pipe or fitting, each piece shall be inspected for defects. All defective, damaged, or unsound pipe or fittings shall be rejected.

IV. Installation

A. Pipe laying shall be conducted in strict accordance with the provisions of ANSI/AWWA C 600. The lay shall proceed with the bell end of the pipe pointing in the direction of the next pipe joint to be laid. Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. Proper precautions shall be taken to keep the interior of the pipe free of all dirt and superfluous materials of every description as the work progresses.

B. Trenches shall be kept free from water until the pipe jointing is complete. At all times when work is not in progress, open ends of pipe and fittings shall be securely closed to the satisfaction of the Town so that no trench water, earth, or other substance will enter the pipe or fittings. Adequate backfill shall be deposited on the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and be re-laid.

C. All tees, bends, and dead ends shall be restrained by means of concrete blocking and be installed with Megalug™ retainer gland or approved equal.

D. ScotchMark Electronic Marker System (EMS 1257) or approved equal shall be included with the installation of all water mains. The markers shall respond to a frequency of 145.7 kHz, with placement as follows:

1. 50-foot intervals on mains, and

2. Each bend, and

3. The end on each joint that is deflected and each “T”, and

4. Any additional location directed by the Town of Berryville.

E. A six (6) inch wide magnetized location ribbon labeled ”WATER LINE BURIED BELOW” shall be installed above the select backfill.

F. A #12 gauge wire shall be placed next to all main lines and service laterals. The wire shall maintain continuity at all times.

V. Separation of Water Lines and Sewers

A. General – The following factors shall be considered in providing adequate separation:

1. Materials and types of joints for water and sewer pipes.

2. Service branch connections into the water line and sewer lines.

3. Space for repairs and alterations of water and sewer pipes.

4. Avoiding offset of pipes around manholes.

B. A minimum ten (10) foot horizontal separation (outside to outside), or six (6) feet horizontal separation with at least eighteen (18) inches' vertical separation from bottom of water to top of sewer, shall be provided between all water lines and sanitary sewer lines. Should conditions require the water and sewer lines to be installed in the same trench, the water line must rest on a shelf of undisturbed earth to one side of the sewer with at least eighteen (18) inches of vertical separation between the top of the sewer line and bottom of the water line. Approval from the Town Engineer and Director of Public Works must be acquired before same trench installation is permitted.

C. Parallel Installation

1. Normal Conditions – Water lines shall be laid at least ten (10) feet horizontally from a sewer or sewer manhole wherever possible. The distance shall be measured edge-to-edge.

2. Unusual Conditions – When local conditions prevent a horizontal separation of ten (10) feet, the water line may be laid closer to a sewer or sewer manhole provided that:
   a. The bottom (invert) of the water main shall be at least eighteen (18) inches above the top (crown) of the sewer. Should conditions require the water and sewer lines to be installed in the same trench, the water line must rest on a shelf of undisturbed earth to one side of the sewer with at least eighteen (18) inches of vertical separation between the top of the sewer line and bottom of the water line. Approval from the Town Engineer and Director of Public Works must be acquired before same trench installation is permitted.
   b. The sewer manhole shall be of watertight construction and tested in place.
   c. Where vertical separation of at least eighteen (18) inches cannot be maintained between the bottom of the waterline and the top of the sewer, the sewer line shall be constructed of water pipe conforming to AWWA C 900 and shall be pressure tested in place, as specified in AWWA standard C 600, with a minimum test pressure of 30 pounds per square inch (psi). Leakage is not permitted during the AWWA C600 pressure testing.
   d. When sanitary sewers cross over water lines, the sewer joints must also be centered at the point of crossing so that joints are equidistant and as far as possible from the water line.
   e. Sewer Manholes and Drainage Structures –-A minimum of ten (10) feet of separation shall be provided between water pipes and sanitary sewer manholes. Where this distance cannot be maintained, the manhole shall be of watertight construction and tested in place. A minimum of six (6)

feet of separation shall be maintained between sewer manholes and drainage structures.

D. Crossings

1. Normal Conditions – Water lines crossing sanitary and storm sewers shall be laid to provide a separation of at least eighteen (18) inches between the bottom of the water line and the top of the sewer.

2. Unusual Conditions – When local conditions prevent a vertical separation as described, or where waterline must cross below sanitary sewers, the sewer line shall be constructed of water pipe conforming to AWWA C 900 and shall be pressure tested in place, as specified in AWWA standard C 600, with a minimum test pressure of 30 psi. Water lines passing under sewers shall, in addition, be protected by providing:
    a. A vertical separation of at least 24 inches between the bottom of the sanitary sewer and the top of the water line.
    b. Adequate structural support for the sewer to prevent excessive deflection of the joints and the settling on and breaking of the water line.
    c. The length of the water line be centered at the point of the crossing so that joints shall be equidistant and as far as possible from the sewer.
    d. When conditions do not allow for water lines to pass over storm sewers, a minimum of eighteen (18) inches clearance shall be maintained from top of water line to bottom of storm sewer.
    e. If conditions do not allow for separation during installation around existing structures, bridging or other methods of protecting water quality and pipe integrity may be submitted and considered for approval by the Town Engineer and Director of Public Works. New construction must maintain required separations.

3. Stream crossing and highway crossings shall be installed as shown in the *Standard Details* unless otherwise specified. The crossing shall be made in such a manner to minimize erosion and blockage of the stream flow. Backfill under rip-rap shall be compacted to 90% density.

VI. Testing and Disinfection of Water Lines

A. General

The Contractor will supply the water used for flushing, disinfection, and testing. Town water may be available on a case-by-case basis with prior approval from the Director of Utilities and Director of Public Works. If Town water is used, the water shall be metered and the contractor shall pay the Town for its cost. Filling of water lines may not be performed until permission has been obtained from the Director of Public Works and Director of Utilities. The contractor is not permitted to operate valves on any existing water line.

B. Testing

1. All new water mains and hydrant connections shall be subject to a hydrostatic pressure test after thrust restraints have been installed, the line has been backfilled, all water house connections have been installed (lateral from main to meter box), and at least three (3) days after the last concrete reaction anchor has been poured. Testing shall be in accordance with AWWA C-600. Water mains shall be filled with clean water at a velocity of approximately one (1) foot per second (fps) while necessary measures are taken to eliminate all air. A hydrostatic pressure of not less than 150 psi or 150% of normal operating pressure, whichever is greater, shall be maintained for two (2) hours. Lines of different sizes shall be tested separately. Hydrants shall be in the closed position. All high points in the portion of the system under test shall be vented and air shall be expelled from the system prior to beginning the test.

2. At the conclusion of the pressure test, the volume of the makeup water required to refill the pipeline shall be determined by measurement with a displacement meter or by pumping from a vessel of known volume.

3. All visible leakage must be eliminated by the contractor, regardless of the amount. Should test results show displacement, damage, or leakage in excess of the allowable amount (see table below for representative values), the contractor shall repair the displacement and damage to eliminate the leakage. The contractor shall retest until the specified conditions are met to the satisfaction of the Director of Public Works and Town Engineer.

Allowable Leakage per 1,000 feet of Pipeline – gph
Nominal Pipe Diameter – in

Psi	4	6	8	10	12	16
250	0.47	0.71	0.95	1.19	1.42	1.90
225	0.45	0.68	0.90	1.13	1.35	1.80
200	0.43	0.64	0.85	1.06	1.28	1.70
175	0.40	0.59	0.80	0.99	1.19	1.59
150	0.37	0.55	0.74	0.92	1.10	1.47

The above table is presented for convenience only. Please refer to AWWA C600 for complete up-to-date table.

C. Disinfection

1. After leakage testing, and before final inspection of the completed systems, water mains shall be flushed and then disinfected in accordance with ANSI/AWWA C-651 standards. All disinfection procedures and final testing

shall be carried out under the observation of a utility inspector approved by the Town. Either the tablet method or continuous feed method shall be used.

a) The tablet method can only be used if the pipes and appurtenances are kept clean and dry during construction. The mains should be filled at the rate of one (1) fps or less. Water must remain in the main for a minimum of 24 hours when the water temperature is 41° Fahrenheit (5° Celsius) or more. If the water temperature drops below this then the water must remain a minimum of 48 hours. A detectable chlorine residual should be found at each sampling point after the prescribed contact time.

b) If the continuous feed method is to be used, pre-flushing shall be accomplished at a flow velocity of not less than 2.5 fps. All valves, hydrants, and water house connection shall be operated during this procedure. Clean water shall be flushed throughout the system until there is no trace of cuttings, oil, dirt, or other foreign matter flowing out of the pipe. The water shall be chlorinated so that after the 24 hour contact time, a free chlorine residual of not less than ten (10) parts-per-million (ppm) is maintained.

2. Final flushing will occur as soon as practically possible after the required contact time to prevent damage to the pipe lining or to prevent damage. When the chlorine residual has been reduced to within the range of 0.2 and 2.0 ppm, bacteriological samples can be collected.

3. Water samples for bacteriological analysis shall be taken by the contractor at regular intervals not exceeding 2,000 feet, as approved by the Town Engineer and Director of Public Works, witnessed by the utility inspector, and analyzed by a certified laboratory. Two satisfactory bacteriological samples, collected 24 hours apart, must be obtained prior to placing the lines in service. Satisfactory samples are those that indicate no presence of coliform bacteria. If contamination is found in one or both sets of samples, the entire disinfection and bacteriological sampling procedure must be repeated.

4. Water flushed from the mains will have to be dechlorinated with a neutralizing chemical to prevent environmental damage. The recommended neutralizing chemicals and procedural guidelines for dechlorination are explained in ANSI/AWWA C-651 standards. The contractor shall be responsible for the proper application of the neutralizing chemicals to reduce the chlorine residual to a non-detectable level. The contractor shall assume full responsibility for the discharge of all water used during any flushing, and shall be responsible for any damage to public or private property or environmental damage including, but not limited to, vegetation, trees, streams, ponds, and lakes.

VII. Service Laterals

A. General

1. All material used shall meet or exceed ANSI/AWWA C800 standards.

2. All taps made on ductile iron mains shall be made direct, without a saddle, unless otherwise specified or approved by the Town Engineer and Director of Public Works.

3. Where applicable, and when tapping PVC mains, a Ford Style FS202 or approved equal shall be used.

4. All water services shall be installed as shown in Specification Detail section.

5. Service lines shall be type 200 psi HDPE copper tubing sized piping conforming to ANSI/ASTM standard specifications. The line shall be one continuous piece from corporation stop to meter setter and the line will be equal to the size of the corporation stop. Line must be accompanied by a twelve-gauge copper tracer wire.

6. Meter boxes will be set on the street side at the property line, unless otherwise approved by the Town Director of Public Works.

B. ¾-Inch Water Service

1. Corporation stop shall be ¾ inch ball style and conforming to the requirements of the AWWA Standards. Connection at the corporation stop shall be compression type.

2. The meter box shall be eighteen (18) inches in diameter, and 30 inches in depth, with an eighteen (18) inch diameter frame and eleven and a half (11½) inch diameter lid. The frame and lid shall be made of cast iron and lid shall include the FP cast iron plug where applicable.

3. The meter setter shall consist of a copper setter, inlet angle valve, and outlet angle ASSE approved top loading dual check valve.

C. One (1) Inch Water Service

1. Corporation stop shall be one (1) inch ball style and conform to the requirements of ANSI/AWWA Standards. Connection at the corporation stop shall be compression type.

2. The meter box shall be eighteen (18) inches in diameter and 30 inches in depth, with an eighteen (18) inch diameter frame and eleven and a half (11½) inch diameter lid. The frame and lid shall be made of cast iron and lid shall include the FP cast iron plug where applicable.

3. The meter setter shall consist of a copper setter, inlet angle valve, and outlet angle ASSE approved top loading dual check valves

D. 1½ and Two (2) Inch Water Services

1. Service shall be taken off the main by means of a wet tap or an anchoring tee, with a six (6) inch branch and a six (6) inch branch valve. A tapped mechanical joint plug shall be used in the downstream side of this valve, with a male IPT to compression adapter. Connection at the corporation stop shall be compression type.

2. The meter shall be set in a custom box with a custom meter setter consisting of a flanged angle valve on the inlet and an ASSE approved dual check valve on the outlet. The setter shall include a bypass with ball valve and locking cap.

3. Meter vault shall conform to the dimensions shown in the Standard Details, or as approved by the Town Director of Public Works.

VIII. Backflow Prevention Assemblies

A. Each metered service connection must have an ASSE approved backflow prevention device installed for service line protection. The Town Director of Public Works and Director of Utilities must approve the type of device submitted based on the degree of hazard of the planned use.

1. Metered service lines with a low degree of hazard must be provided with a double-check valve backflow prevention assembly that is tagged, stamped, or embossed to indicate it meets ASSE Standard No. 1015.

2. Metered service lines with a high degree of hazard must be provided with a reduced pressure zone device that is tagged, stamped, or embossed to indicate it does meet ASSE Standard No. 1013.

3. Backflow prevention devises that require yearly inspection must be installed above grade and/or in a location not subject to flooding. The location of a backflow prevention devise in to be approved by the Town's Director of Utilities.

B. Each fire line service connection must have an ASSE approved backflow prevention device with leak detector installed for fire service line protection. The Town Director of Public Works and Director of Utilities must approve the type of device submitted based on degree of hazard of the planned fire service.

1. Fire lines with a low degree of hazard (no additives or antifreeze) must be provided with a detector double check backflow prevention assembly with ASSE Standard No. 1048 identification made part of the device.

2. Fire lines with a high degree of hazard (additives or antifreeze) must be provided with a reduced pressure assembly with ASSE Standard No. 1047 identification made part of the device.

C. All detector (metered) assemblies are required to have a meter that is compatible with the Town's meter reading device.

D. All backflow prevention devices must be inspected annually by the owner and a report submitted to the Town's Director of Utilities for review. Residential premises without secondary uses, exclusive of multifamily that present a low degree of hazard (no additives or anti-freeze), are not required to submit annual reports.

IX. Acceptance of Improvements

A. A written request to the Director of Public Works is required for necessary inspections for acceptance of improvements. The request shall include as-built drawings, easements, and other pertinent information as deemed necessary by the Department of Public Works and the Town's Engineer. A response from the Department of Public Works and Community Development Director after review will be forwarded to the applicant outlining deficiencies or for approval of the project.

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Section 3

Water Mains and Appurtenances

I. General

A. This section includes construction of distribution system mains, service laterals, and other associated appurtenances as well as testing and disinfection requirements. All regulations, standards, and established best practices as determined by Town Engineer and Director of Public Works must be applied.

B. All mains shall be cement mortar lined ductile iron with a minimum diameter of six (6) inches. The pipe shall have rubber gasket push-on joints and all fittings shall be mechanical joint except as approved by the Town. Where special fabrication of ductile iron pipe is required to fit water mains within vaults, structures, and buildings, the Contractor shall submit fully dimensioned drawings showing the piping in full detail with exact locations, dimensions, and schedules of all pipe, fittings, hangers, supports, and appurtenances before starting fabrication of the pipe and/or fittings. Where special fittings are required, they shall be shown in detail with all necessary dimensions. The design of such installations shall provide adequate space within the housing and around the fittings to allow easy disassembly of pipe sections or other appurtenances.

C. Water mains shall be located a minimum of three (3) feet from the gutter of the streets with curb and gutter, or three (3) feet within the pavement edge of streets without curb and gutter. Whenever practical, sewer mains shall be located in the center of the street.

D. A minimum ten (10) foot horizontal separation (outside to outside), or six (6) feet horizontal separation with at least eighteen (18) inches' vertical separation from bottom of water to top of sewer, shall be provided between all water lines and sanitary sewer lines. Should conditions require the water and sewer lines to be installed in the same trench, the water line must rest on a shelf of undisturbed earth to one side of the sewer with at least eighteen (18) inches of vertical separation between the top of the sewer line and bottom of the water line. Approval from the Town Engineer and Director of Public Works must be acquired before same trench installation is permitted.

E. Typical minimum cover of four (4) feet is to be provided for water mains. For short distances, reduced cover of as little as three (3) feet may be approved so as to preclude locating water below a crossing utility.

II. Mains

A. Ductile Iron Pipe

1. Ductile iron pipe shall be manufactured in accordance with ANSI A21.51/ AWWA C151. All pipe shall have a minimum Class 52 thickness.

2. End designs shall conform to the ANSI/AWWA C 111/ A21.11 – "Rubber Gasket Joints Ductile Iron and Gray Iron Pressure Pipe and Fittings". Push-on joints shall be "Tyton," "Super Bell Tite" or "Fast-Tite" joint**,** or approved equal.

3. The inside of the pipe shall be cement lined in accordance with ANSI/AWWA C 104/ A21.

4. Flanged connections shall only be permitted where indicated on construction plans and pre-approved by the Town, and shall conform to ANSI/AWWA C115/A21.15.

B. Backfill and Bedding

1. Select Backfill
    a. There shall be 24 inches of select backfill above the stone aggregate which shall be compacted in eight-inch lifts. The maximum particle size of the material shall be no greater than one (1) inch and shall be compacted to 95% of maximum density.
    b. Above the select backfill, material shall be deposited in lifts not to exceed two (2) feet, and have a compaction to 95% of maximum density.
    c. A six (6) inch wide magnetized locating ribbon labeled "WATER LINE BURIED BELOW" shall be placed above the select fill.
    d. No rock shall be used in the select backfill. Any rock used *above* the select backfill shall be no larger than six (6) inches in diameter.
    e. A #12-gauge wire shall be placed next to the PVC (C909) line during installation of the main. This wire must maintain positive continuity at all times.

2. Stone Bedding

    1. For excavation in dirt or clay, there must be six (6) inches of stone under and over the pipe.

    2. For excavation through rock, there shall be twelve (12) inches of stone under and over pipe in rock trenches.

C. Fittings

1. All fittings shall be cast of ductile iron, and shall conform to ANSI/AWWA C153/A21.53. Fittings shall be made with mechanical joint ends in accordance with ANSI/AWWA C 111/A21.11.

2. A sufficient number of bolts, nuts, glands, and gaskets shall be provided for each fitting. These accessories shall be of the proper dimensions for the size pipe. The bolts shall be made of high strength low alloy steel in accordance with ANSI/AWWA C 111/ A21.11.

3. The cement lining shall conform to ANSI/AWWA C 104/A21.4.

III. Handling Ductile Iron Pipe and Fittings

A. It shall be the responsibility of the pipe manufacturer to thoroughly inspect each length of pipe according to the applicable ANSI and AWWA standards and other requirements as set forth in these specifications.

B. Ductile iron pipe, fittings, valves, and accessories shall be handled in strict accordance with the provisions of ANSI/AWWA C 600, so as to ensure that these items are sound, undamaged, and entirely suitable in all aspects to the specified requirements of each particular fitting, pipe, and accessory. Particular care shall be taken not to injure either the coating, the pipe, or threads. Equipment, tools, and methods used in loading, reloading, unloading, hauling, and laying pipe and fittings shall be such that no damage is done to the pipe, fittings, or coatings. Where hooks are used for lifting, they shall have broad, well-padded contact surfaces. Repair of defective or damaged coatings or linings shall be made under the direct supervision of a representative of the pipe manufacturer. No field repair work may be done on any damaged pipe coating or lining without the prior approval of the Director of Public Works and Town Engineer. Any bituminous pipe coating that is damaged by shipment or by the Contractor shall be repaired prior to installation or placing of any backfill or hanging within hangers. Repairs shall be made by removing all damaged coating, then wire brushing to expose the metal and applying two coats of coal tar coating material of a type and quality equal to that used originally for the bituminous coating of the pipe.

C. The cutting of pipe for closure pieces or for other reasons shall be done in a neat and workmanlike manner by a method that will not damage the pipe or its lining. Sections shall be thoroughly swabbed or cleaned of all foreign matter before being installed into the system and shall be kept clean during and after installation. Before installation of any pipe or fitting, each piece shall be inspected for defects. All defective, damaged, or unsound pipe or fittings shall be rejected.

IV. Installation

A. Pipe laying shall be conducted in strict accordance with the provisions of ANSI/AWWA C 600. The lay shall proceed with the bell end of the pipe pointing in the direction of the next pipe joint to be laid. Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. Proper precautions shall be taken to keep the interior of the pipe free of all dirt and superfluous materials of every description as the work progresses.

B. Trenches shall be kept free from water until the pipe jointing is complete. At all times when work is not in progress, open ends of pipe and fittings shall be securely closed to the satisfaction of the Town so that no trench water, earth, or other substance will enter the pipe or fittings. Adequate backfill shall be deposited on the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and be re-laid.

C. All tees, bends, and dead ends shall be restrained by means of concrete blocking and be installed with Megalug™ retainer gland or approved equal.

D. ScotchMark Electronic Marker System (EMS 1257) or approved equal shall be included with the installation of all water mains. The markers shall respond to a frequency of 145.7 kHz, with placement as follows:

1. 50-foot intervals on mains, and

2. Each bend, and

3. The end on each joint that is deflected and each “T”, and

4. Any additional location directed by the Town of Berryville.

E. A six (6) inch wide magnetized location ribbon labeled ”WATER LINE BURIED BELOW” shall be installed above the select backfill.

F. A #12 gauge wire shall be placed next to all main lines and service laterals. The wire shall maintain continuity at all times.

V. Separation of Water Lines and Sewers

A. General – The following factors shall be considered in providing adequate separation:

1. Materials and types of joints for water and sewer pipes.

2. Service branch connections into the water line and sewer lines.

3. Space for repairs and alterations of water and sewer pipes.

4. Avoiding offset of pipes around manholes.

B. A minimum ten (10) foot horizontal separation (outside to outside), or six (6) feet horizontal separation with at least eighteen (18) inches' vertical separation from bottom of water to top of sewer, shall be provided between all water lines and sanitary sewer lines. Should conditions require the water and sewer lines to be installed in the same trench, the water line must rest on a shelf of undisturbed earth to one side of the sewer with at least eighteen (18) inches of vertical separation between the top of the sewer line and bottom of the water line. Approval from the Town Engineer and Director of Public Works must be acquired before same trench installation is permitted.

C. Parallel Installation

1. Normal Conditions – Water lines shall be laid at least ten (10) feet horizontally from a sewer or sewer manhole wherever possible. The distance shall be measured edge-to-edge.

2. Unusual Conditions – When local conditions prevent a horizontal separation of ten (10) feet, the water line may be laid closer to a sewer or sewer manhole provided that:
   a. The bottom (invert) of the water main shall be at least eighteen (18) inches above the top (crown) of the sewer. Should conditions require the water and sewer lines to be installed in the same trench, the water line must rest on a shelf of undisturbed earth to one side of the sewer with at least eighteen (18) inches of vertical separation between the top of the sewer line and bottom of the water line. Approval from the Town Engineer and Director of Public Works must be acquired before same trench installation is permitted.
   b. The sewer manhole shall be of watertight construction and tested in place.
   c. Where vertical separation of at least eighteen (18) inches cannot be maintained between the bottom of the waterline and the top of the sewer, the sewer line shall be constructed of water pipe conforming to AWWA C 900 and shall be pressure tested in place, as specified in AWWA standard C 600, with a minimum test pressure of 30 pounds per square inch (psi). Leakage is not permitted during the AWWA C600 pressure testing.
   d. When sanitary sewers cross over water lines, the sewer joints must also be centered at the point of crossing so that joints are equidistant and as far as possible from the water line.
   e. Sewer Manholes and Drainage Structures –-A minimum of ten (10) feet of separation shall be provided between water pipes and sanitary sewer manholes. Where this distance cannot be maintained, the manhole shall be of watertight construction and tested in place. A minimum of six (6)

feet of separation shall be maintained between sewer manholes and drainage structures.

D. Crossings

1. Normal Conditions – Water lines crossing sanitary and storm sewers shall be laid to provide a separation of at least eighteen (18) inches between the bottom of the water line and the top of the sewer.

2. Unusual Conditions – When local conditions prevent a vertical separation as described, or where waterline must cross below sanitary sewers, the sewer line shall be constructed of water pipe conforming to AWWA C 900 and shall be pressure tested in place, as specified in AWWA standard C 600, with a minimum test pressure of 30 psi. Water lines passing under sewers shall, in addition, be protected by providing:
    a. A vertical separation of at least 24 inches between the bottom of the sanitary sewer and the top of the water line.
    b. Adequate structural support for the sewer to prevent excessive deflection of the joints and the settling on and breaking of the water line.
    c. The length of the water line be centered at the point of the crossing so that joints shall be equidistant and as far as possible from the sewer.
    d. When conditions do not allow for water lines to pass over storm sewers, a minimum of eighteen (18) inches clearance shall be maintained from top of water line to bottom of storm sewer.
    e. If conditions do not allow for separation during installation around existing structures, bridging or other methods of protecting water quality and pipe integrity may be submitted and considered for approval by the Town Engineer and Director of Public Works. New construction must maintain required separations.

3. Stream crossing and highway crossings shall be installed as shown in the *Standard Details* unless otherwise specified. The crossing shall be made in such a manner to minimize erosion and blockage of the stream flow. Backfill under rip-rap shall be compacted to 90% density.

VI. Testing and Disinfection of Water Lines

A. General

The Contractor will supply the water used for flushing, disinfection, and testing. Town water may be available on a case-by-case basis with prior approval from the Director of Utilities and Director of Public Works. If Town water is used, the water shall be metered and the contractor shall pay the Town for its cost. Filling of water lines may not be performed until permission has been obtained from the Director of Public Works and Director of Utilities. The contractor is not permitted to operate valves on any existing water line.

B. Testing

1. All new water mains and hydrant connections shall be subject to a hydrostatic pressure test after thrust restraints have been installed, the line has been backfilled, all water house connections have been installed (lateral from main to meter box), and at least three (3) days after the last concrete reaction anchor has been poured. Testing shall be in accordance with AWWA C-600. Water mains shall be filled with clean water at a velocity of approximately one (1) foot per second (fps) while necessary measures are taken to eliminate all air. A hydrostatic pressure of not less than 150 psi or 150% of normal operating pressure, whichever is greater, shall be maintained for two (2) hours. Lines of different sizes shall be tested separately. Hydrants shall be in the closed position. All high points in the portion of the system under test shall be vented and air shall be expelled from the system prior to beginning the test.

2. At the conclusion of the pressure test, the volume of the makeup water required to refill the pipeline shall be determined by measurement with a displacement meter or by pumping from a vessel of known volume.

3. All visible leakage must be eliminated by the contractor, regardless of the amount. Should test results show displacement, damage, or leakage in excess of the allowable amount (see table below for representative values), the contractor shall repair the displacement and damage to eliminate the leakage. The contractor shall retest until the specified conditions are met to the satisfaction of the Director of Public Works and Town Engineer.

Allowable Leakage per 1,000 feet of Pipeline – gph
Nominal Pipe Diameter – in

Psi	4	6	8	10	12	16
250	0.47	0.71	0.95	1.19	1.42	1.90
225	0.45	0.68	0.90	1.13	1.35	1.80
200	0.43	0.64	0.85	1.06	1.28	1.70
175	0.40	0.59	0.80	0.99	1.19	1.59
150	0.37	0.55	0.74	0.92	1.10	1.47

The above table is presented for convenience only. Please refer to AWWA C600 for complete up-to-date table.

C. Disinfection

1. After leakage testing, and before final inspection of the completed systems, water mains shall be flushed and then disinfected in accordance with ANSI/AWWA C-651 standards. All disinfection procedures and final testing

shall be carried out under the observation of a utility inspector approved by the Town. Either the tablet method or continuous feed method shall be used.

a) The tablet method can only be used if the pipes and appurtenances are kept clean and dry during construction. The mains should be filled at the rate of one (1) fps or less. Water must remain in the main for a minimum of 24 hours when the water temperature is 41° Fahrenheit (5° Celsius) or more. If the water temperature drops below this then the water must remain a minimum of 48 hours. A detectable chlorine residual should be found at each sampling point after the prescribed contact time.

b) If the continuous feed method is to be used, pre-flushing shall be accomplished at a flow velocity of not less than 2.5 fps. All valves, hydrants, and water house connection shall be operated during this procedure. Clean water shall be flushed throughout the system until there is no trace of cuttings, oil, dirt, or other foreign matter flowing out of the pipe. The water shall be chlorinated so that after the 24 hour contact time, a free chlorine residual of not less than ten (10) parts-per-million (ppm) is maintained.

2. Final flushing will occur as soon as practically possible after the required contact time to prevent damage to the pipe lining or to prevent damage. When the chlorine residual has been reduced to within the range of 0.2 and 2.0 ppm, bacteriological samples can be collected.

3. Water samples for bacteriological analysis shall be taken by the contractor at regular intervals not exceeding 2,000 feet, as approved by the Town Engineer and Director of Public Works, witnessed by the utility inspector, and analyzed by a certified laboratory. Two satisfactory bacteriological samples, collected 24 hours apart, must be obtained prior to placing the lines in service. Satisfactory samples are those that indicate no presence of coliform bacteria. If contamination is found in one or both sets of samples, the entire disinfection and bacteriological sampling procedure must be repeated.

4. Water flushed from the mains will have to be dechlorinated with a neutralizing chemical to prevent environmental damage. The recommended neutralizing chemicals and procedural guidelines for dechlorination are explained in ANSI/AWWA C-651 standards. The contractor shall be responsible for the proper application of the neutralizing chemicals to reduce the chlorine residual to a non-detectable level. The contractor shall assume full responsibility for the discharge of all water used during any flushing, and shall be responsible for any damage to public or private property or environmental damage including, but not limited to, vegetation, trees, streams, ponds, and lakes.

VII. Service Laterals

A. General

1. All material used shall meet or exceed ANSI/AWWA C800 standards.

2. All taps made on ductile iron mains shall be made direct, without a saddle, unless otherwise specified or approved by the Town Engineer and Director of Public Works.

3. Where applicable, and when tapping PVC mains, a Ford Style FS202 or approved equal shall be used.

4. All water services shall be installed as shown in Specification Detail section.

5. Service lines shall be type 200 psi HDPE copper tubing sized piping conforming to ANSI/ASTM standard specifications. The line shall be one continuous piece from corporation stop to meter setter and the line will be equal to the size of the corporation stop. Line must be accompanied by a twelve-gauge copper tracer wire.

6. Meter boxes will be exterior and set on the street side at the property line, unless otherwise approved by the Director of Public Works.

B. ¾-Inch Water Service

1. Corporation stop shall be ¾ inch ball style and conforming to the requirements of the AWWA Standards. Connection at the corporation stop shall be compression type.

2. The meter box shall be eighteen (18) inches in diameter, and 30 inches in depth, with an eighteen (18) inch diameter frame and eleven and a half (11½) inch diameter lid. The frame and lid shall be made of cast iron and lid shall include the FP cast iron plug where applicable.

3. The meter setter shall consist of a copper setter, inlet angle valve, and outlet angle ASSE approved top loading dual check valve.

C. One (1) Inch Water Service

1. Corporation stop shall be one (1) inch ball style and conform to the requirements of ANSI/AWWA Standards. Connection at the corporation stop shall be compression type.

2. The meter box shall be eighteen (18) inches in diameter and 30 inches in depth, with an eighteen (18) inch diameter frame and eleven and a half (11½) inch diameter lid. The frame and lid shall be made of cast iron and lid shall include the FP cast iron plug where applicable.

3. The meter setter shall consist of a copper setter, inlet angle valve, and outlet angle ASSE approved top loading dual check valves

D. 1½ and Two (2) Inch Water Services

1. Service shall be taken off the main by means of a wet tap or an anchoring tee, with a six (6) inch branch and a six (6) inch branch valve. A tapped mechanical joint plug shall be used in the downstream side of this valve, with a male IPT to compression adapter. Connection at the corporation stop shall be compression type.

2. The meter shall be set in a custom box with a custom meter setter consisting of a flanged angle valve on the inlet and an ASSE approved dual check valve on the outlet. The setter shall include a bypass with ball valve and locking cap.

3. Meter vault shall conform to the dimensions shown in the Standard Details, or as approved by the Town Director of Public Works.

VIII. Backflow Prevention Assemblies

A. Each metered service connection must have an ASSE approved backflow prevention device installed for service line protection. The Town Director of Public Works and Director of Utilities must approve the type of device submitted based on the degree of hazard of the planned use.

1. Metered service lines with a low degree of hazard must be provided with a double-check valve backflow prevention assembly that is tagged, stamped, or embossed to indicate it meets ASSE Standard No. 1015.

2. Metered service lines with a high degree of hazard must be provided with a reduced pressure zone device that is tagged, stamped, or embossed to indicate it does meet ASSE Standard No. 1013.

3. Backflow prevention devises that require yearly inspection must be installed above grade and/or in a location not subject to flooding. The location of a backflow prevention devise in to be approved by the Town's Director of Utilities.

B. Each fire line service connection must have an ASSE approved backflow prevention device with leak detector installed for fire service line protection. The Town Director of Public Works and Director of Utilities must approve the type of device submitted based on degree of hazard of the planned fire service.

1. Fire lines with a low degree of hazard (no additives or antifreeze) must be provided with a detector double check backflow prevention assembly with ASSE Standard No. 1048 identification made part of the device.

2. Fire lines with a high degree of hazard (additives or antifreeze) must be provided with a reduced pressure assembly with ASSE Standard No. 1047 identification made part of the device.

C. All detector (metered) assemblies are required to have a meter that is compatible with the Town's meter reading device.

D. All backflow prevention devices must be inspected annually by the owner and a report submitted to the Town's Director of Utilities for review. Residential premises without secondary uses, exclusive of multifamily that present a low degree of hazard (no additives or anti-freeze), are not required to submit annual reports.

IX. Acceptance of Improvements

A. A written request to the Director of Public Works is required for necessary inspections for acceptance of improvements. The request shall include as-built drawings, easements, and other pertinent information as deemed necessary by the Department of Public Works and the Town's Engineer. A response from the Department of Public Works and Community Development Director after review will be forwarded to the applicant outlining deficiencies or for approval of the project.

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Section 4

Valves and Hydrants

I. General

A. All regulations, standards, and established best practices as determined by Town Engineer and Director of Public Works must be applied.

B. Valve or hydrant manufacturer shall be regularly engaged in the design, manufacture, and maintenance of valves or hydrants of the type specified, and shall have furnished valves or hydrants of the same general design, type, and comparable size specified herein, which have been used and proved satisfactory under similar test, service, and operating conditions for at least five years. The manufacturer shall furnish satisfactory evidence of adequate facilities for furnishing parts for repairs and for maintenance of the hydrants or valves furnished. Unless otherwise indicated, valves shall be designed to provide tight shut-off at the following pressure differential: 250 pounds per square inch (psi) upstream and zero psi downstream in either direction. Design flows shall be a minimum fifteen (15) feet per second (fps) for opening and closing.

C. All valves furnished through twelve (12) inches shall be resilient wedge-valves with non-rising stems. Valves larger than twelve (12) inches shall be butterfly type unless otherwise required by the Town Engineer and Director of Public Works.

D. A valve box shall be provided for each buried valve. Boxes shall be screw type. Telescoping type are prohibited. Extension stems shall be provided for valves where the operating nut is greater than four feet (4'-0") below grade. The stem shall extend to a minimum of two feet (2'-0") below finished grade.

E. Unless otherwise specified herein, four (4) inch and larger valves and all hydrants shall have mechanical joint ends**.**

II. Gate Valves

A. General

1. Gate Valves shall be manufactured to meet or exceed all the requirements of ANSI/AWWA C509-01 or ANSI/AWWA C515 Standard for resilient wedge ductile iron gate valves.

2. The manufacturer must provide a ten (10) year warranty against defective material and workmanship.

III. Specifications

A. Valves shall meet the following minimum design criteria:

1. Valve body shall be manufactured of ductile iron and have a working pressure of 250 psi.

2. All ferrous components shall be ductile iron: body, wrench nut, stuffing box, and valve wedge.

3. The marking “DI” or “ductile iron” shall be cast into the valve body along with “250W” or “250 psi”.

4. The valve wedge shall be ductile iron encapsulated with nitrite rubber. The wedge shall be symmetrical and seal equally well with flow in either direction.

5. Valves shall have a fusion-bonded epoxy coating complying with ANSI/AWWA C550 Standard applied electrostatically prior to assembly, inside and out, for maximum corrosion resistance.

6. The valve shall have a smooth full diameter waterway with no recesses to trap debris or obstruct flow.

7. Valve stem shall be high strength corrosion resistant bronze. Stem shall be sealed by three O-rings. The top two O-rings shall be replaceable with valve fully open and while subject to full rated working pressure. O-rings set in a cartridge shall not be allowed.

8. Sealing gaskets shall be pressure energized O-rings.

9. Torque minimizing thrust washers must be installed with one (1) above and one (1) below the thrust collar to assure trouble free operation of the valve.

10. Valves shall conform to UL Solutions and Factory Mutual Research Corporation standards.

11. Bolting materials shall develop the physical strength requirements of ASTM A307 Standard, and may have either regular square or hexagonal heads with dimensions conforming to ANSI B18.2.1 Standard. Metric size socket head cap screws are not allowed. Bolts and nuts securing valve bonnets, stems, and operating nuts shall be stainless steel.

12. Operating nut shall have four flats at stem connection to assure even input torque to the stem.

13. Flanged valves shall be OS&Y 125-pound flanges. The manufacturer shall be able to furnish 250-pound flanges upon request.

B. Installation

1. Valves shall be carefully erected in their respective positions and free from all distortion and strain with stems vertical. The valve box shall be set over the operating nut and shall have its top flush with the final surface. The valve box top section shall overlap the lower section by at least six (6) inches.

2. Restraint of valves shall be performed by the Contractor in accordance with the Standard Details or as specified by the Director of Public Works and the Town Engineer.

3. Where valves occur on the end of the pipeline, a mechanical joint plug shall be placed and secured in the exposed bell before backfilling the trench.

4. The contractor shall backfill and compact under and around valve boxes to ensure no vertical loads are transmitted to the valve operators.

5. All valves shall be installed with Megalug™ retainer gland or approved equal.

IV. Tapping Sleeves

A. Mechanical joint tapping sleeves meet the following design criteria:

1. Sleeves shall be the split type mechanical joint with side and end gaskets, manufactured of ductile iron.

2. Sleeves shall conform to all applicable requirements of ANSI/AWWA C110 A21.10, ANSI/AWWA C111 A21.11, and ANSI B16.11 Class 125 flange.

3. When sleeves are to be installed on pipe that is larger than twelve (12) inches, field verification by the contractor of the existing pipes outside diameter shall be required before ordering said sleeve.

4. Stainless steel tapping sleeves will be considered where the existing main is PVC pipe or cast iron of irregular outside diameter.

V. Fire Hydrants

A. General

1. Fire hydrants shall be the dry-barrel type manufactured to meet or exceed all the requirements of ANSI/AWWA C502 Standard.

2. Drainage capability must be provided for fire hydrant weep holes. If areas of high water table are encountered, the contractor shall contact the Director of Public Works or the Town Engineer to relocate the hydrant to prevent possible cross contamination.

3. Fire hydrants shall be painted in accordance with *Standard Details*.

4. The manufacturer must provide a ten (10) year warranty against defective material and workmanship.

5. Fire hydrants shall be located as follows:
   a. At street intersections and at intermediate locations where deemed necessary by the Town Engineer and the Director of Public Works and/or the State Fire Marshall's Office after consultation with the Fire Chief.
   b. At the end of all cul-de-sacs in a location determined by the Town If a hydrant is determined to be unnecessary by the Director of Public Works and the Town Engineer, a "blow-off" shall be installed.
   c. No closer than 50 feet and no further away than 100 feet of any standpipe or sprinkler system fire department connections.
   d. As required by the following schedule according to use group. The distance shall be measured along an unobstructed path around the structure to the most remote part of the structure that the hydrant will serve.

Industrial Buildings	250 feet
School Buildings	300 feet
Commercial, Church and Office Buildings	350 feet
Apartments, Multifamily, and Town Houses	250 feet
Single-Family Detached and Two-Family Attached Dwellings	400 feet

   e. All hydrants shall be a minimum of 50 feet away from any buildings other than single-family detached and two-family attached dwellings unless deemed appropriate by the Town Superintendent.
   f. In no case shall the distance between fire hydrants, measured along the centerline of accessible streets, be greater than 600 feet.

6. No landscaping shall be permitted within five (5) feet of a fire hydrant, with the "no landscape" area indicated on the plat.

7. Fiberglass hydrant marker flags shall be installed by the developer and approved by the Director of Public Works.

B. Specifications

Hydrants shall meet the following minimum design criteria:

1. Hydrant shall have a rated working pressure of 200 psi with a test pressure of 400 psi.

2. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure.

3. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to a full 360° circle during field installations, if necessary.

4. The main valve opening shall not be less than 5 ¼" and be designed so that seat, drain valve mechanism, internal rod, and all working parts can be removed through the top of the hydrant without disturbing the ground line joint or the nozzle section of the hydrant.

5. The bronze seat shall be threaded into mating threads of bronze for easy field removal.

6. The draining system of the hydrant shall be bronze and activated by the main stem without the use of auxiliary rods, toggles, pins, etc. The drain mechanism shall be completely closed after no more than three turns of the operating nut, allowing throttling of the hydrant as needed. A minimum of two inside ports and four drain port outlets must be provided to ensure positive drainage when closed. Drain shut-offs shall be by direct compression closure.

7. The operating nut, main stem, coupling, and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs in opening or closing directions.

8. There shall be an internal top housing with triple O-rings to seal operating threads from the waterway and accommodate an antifriction washer.

9. Nozzle sections of the hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Bronze nozzles are to be locked into the hydrant barrel with locking lugs and be sealed by heavy duty O-rings. The operating nut size, as well as hose and pumper threads, shall conform to National Standard Specifications.

10. Hydrants shall conform to UL Solutions UL 246 standards and Factory Mutual Research Corporation standards.

11. The maximum friction loss through the hydrant shall not exceed 2.8 psi at 1000 gallons per minutes (gpm) through the pumper nozzle. The flow test and certification of this feature shall be conducted by an independent testing laboratory, and be in accordance with ANSI/AWWA C502-94 standard. The records of all tests performed shall be made available to the Town upon request.

12. The standard depth of bury shall be a minimum of four (4) feet to a maximum of seven (7) feet without the use of extensions. When the water main is deeper than the standard depth, the use of quarter and eighth bends between the tee at the main and the fire hydrant will be required to bring it to the proper grade.

C. Installation

1. Fire hydrants shall be installed in accordance with the Standard Details, where indicated on the plans, set plumb, and with bury line at finished grade. The pumper outlet shall face the street.

2. Bollards shall be installed as shown on plans or as directed by the Town.

3. Every effort shall be made to avoid the use of barrel extensions, and such extensions shall only be used when approved on a case-by-case basis by the Director of Public Works and the Town Engineer.

4. A six (6) inch valve shall be provided in the lead of each hydrant. This valve shall be restrained to the main by an anchoring tee or anchoring coupling. Where a hydrant is used to terminate the main, restraint of this valve shall be by means of a dead-end anchor cast around the main.

5. All privately owned hydrants shall have stenciled on the hydrant the word “PRIVATE” to identify the unit as a privately owned hydrant. The stenciling shall be sized and placed to be easily seen from the direction of hydrant access.

6. Hydrants shall be located no more than ten (10) feet from the face of curb and at least ten (10) feet from any entrance or driveway.

7. Prior to acceptance, hydrants shall be flow tested under Town supervision to assure compliance with the *Town of Berryville Construction Standards Manual*. The flow report shall be submitted to the Town Engineer and the Director of Public Works for review and approval.

Section 4

Valves and Hydrants

I. General

A. All regulations, standards, and established best practices as determined by Town Engineer and Director of Public Works must be applied.

B. Valve or hydrant manufacturer shall be regularly engaged in the design, manufacture, and maintenance of valves or hydrants of the type specified, and shall have furnished valves or hydrants of the same general design, type, and comparable size specified herein, which have been used and proved satisfactory under similar test, service, and operating conditions for at least five years. The manufacturer shall furnish satisfactory evidence of adequate facilities for furnishing parts for repairs and for maintenance of the hydrants or valves furnished. Unless otherwise indicated, valves shall be designed to provide tight shut-off at the following pressure differential: 250 pounds per square inch (psi) upstream and zero psi downstream in either direction. Design flows shall be a minimum fifteen (15) feet per second (fps) for opening and closing.

C. All valves furnished through twelve (12) inches shall be resilient wedge-valves with non-rising stems. Valves larger than twelve (12) inches shall be butterfly type unless otherwise required by the Town Engineer and Director of Public Works.

D. A valve box shall be provided for each buried valve. Boxes shall be screw type. Telescoping type are prohibited. Extension stems shall be provided for valves where the operating nut is greater than four feet (4'-0") below grade. The stem shall extend to a minimum of two feet (2'-0") below finished grade.

E. Unless otherwise specified herein, four (4) inch and larger valves and all hydrants shall have mechanical joint ends**.**

II. Gate Valves

A. General

1. Gate Valves shall be manufactured to meet or exceed all the requirements of ANSI/AWWA C509-01 or ANSI/AWWA C515 Standard for resilient wedge ductile iron gate valves.

2. The manufacturer must provide a ten (10) year warranty against defective material and workmanship.

III. Specifications

A. Valves shall meet the following minimum design criteria:

1. Valve body shall be manufactured of ductile iron and have a working pressure of 250 psi.

2. All ferrous components shall be ductile iron: body, wrench nut, stuffing box, and valve wedge.

3. The marking “DI” or “ductile iron” shall be cast into the valve body along with “250W” or “250 psi”.

4. The valve wedge shall be ductile iron encapsulated with nitrite rubber. The wedge shall be symmetrical and seal equally well with flow in either direction.

5. Valves shall have a fusion-bonded epoxy coating complying with ANSI/AWWA C550 Standard applied electrostatically prior to assembly, inside and out, for maximum corrosion resistance.

6. The valve shall have a smooth full diameter waterway with no recesses to trap debris or obstruct flow.

7. Valve stem shall be high strength corrosion resistant bronze. Stem shall be sealed by three O-rings. The top two O-rings shall be replaceable with valve fully open and while subject to full rated working pressure. O-rings set in a cartridge shall not be allowed.

8. Sealing gaskets shall be pressure energized O-rings.

9. Torque minimizing thrust washers must be installed with one (1) above and one (1) below the thrust collar to assure trouble free operation of the valve.

10. Valves shall conform to UL Solutions and Factory Mutual Research Corporation standards.

11. Bolting materials shall develop the physical strength requirements of ASTM A307 Standard, and may have either regular square or hexagonal heads with dimensions conforming to ANSI B18.2.1 Standard. Metric size socket head cap screws are not allowed. Bolts and nuts securing valve bonnets, stems, and operating nuts shall be stainless steel.

12. Operating nut shall have four flats at stem connection to assure even input torque to the stem.

13. Flanged valves shall be OS&Y 125-pound flanges. The manufacturer shall be able to furnish 250-pound flanges upon request.

B. Installation

1. Valves shall be carefully erected in their respective positions and free from all distortion and strain with stems vertical. The valve box shall be set over the operating nut and shall have its top flush with the final surface. The valve box top section shall overlap the lower section by at least six (6) inches.

2. Restraint of valves shall be performed by the Contractor in accordance with the Standard Details or as specified by the Director of Public Works and the Town Engineer.

3. Where valves occur on the end of the pipeline, a mechanical joint plug shall be placed and secured in the exposed bell before backfilling the trench.

4. The contractor shall backfill and compact under and around valve boxes to ensure no vertical loads are transmitted to the valve operators.

5. All valves shall be installed with Megalug™ retainer gland or approved equal.

IV. Tapping Sleeves

A. Mechanical joint tapping sleeves meet the following design criteria:

1. Sleeves shall be the split type mechanical joint with side and end gaskets, manufactured of ductile iron.

2. Sleeves shall conform to all applicable requirements of ANSI/AWWA C110 A21.10, ANSI/AWWA C111 A21.11, and ANSI B16.11 Class 125 flange.

3. When sleeves are to be installed on pipe that is larger than twelve (12) inches, field verification by the contractor of the existing pipes outside diameter shall be required before ordering said sleeve.

4. Stainless steel tapping sleeves will be considered where the existing main is PVC pipe or cast iron of irregular outside diameter.

V. Fire Hydrants

A. General

1. Fire hydrants shall be the dry-barrel type manufactured to meet or exceed all the requirements of ANSI/AWWA C502 Standard.

2. Drainage capability must be provided for fire hydrant weep holes. If areas of high water table are encountered, the contractor shall contact the Director of Public Works or the Town Engineer to relocate the hydrant to prevent possible cross contamination.

3. Fire hydrants shall be painted in accordance with *Standard Details*.

4. The manufacturer must provide a ten (10) year warranty against defective material and workmanship.

5. Fire hydrants shall be located as follows:
   a. At street intersections and at intermediate locations where deemed necessary by the Town Engineer and the Director of Public Works and/or the State Fire Marshall's Office after consultation with the Fire Chief.
   b. At the end of all cul-de-sacs in a location determined by the Town If a hydrant is determined to be unnecessary by the Director of Public Works and the Town Engineer, a "blow-off" shall be installed.
   c. No closer than 50 feet and no further away than 100 feet of any standpipe or sprinkler system fire department connections.
   d. As required by the following schedule according to use group. The distance shall be measured along an unobstructed path around the structure to the most remote part of the structure that the hydrant will serve.

Industrial Buildings	250 feet
School Buildings	300 feet
Commercial, Church and Office Buildings	350 feet
Apartments, Multifamily, and Town Houses	250 feet
Single-Family Detached and Two-Family Attached Dwellings	400 feet

   e. All hydrants shall be a minimum of 50 feet away from any buildings other than single-family detached and two-family attached dwellings unless deemed appropriate by the Town Superintendent.
   f. In no case shall the distance between fire hydrants, measured along the centerline of accessible streets, be greater than 600 feet.

6. No landscaping shall be permitted within five (5) feet of a fire hydrant, with the "no landscape" area indicated on the plat.

7. Steel hydrant marker flags shall be installed by the developer and approved by the Director of Public Works. Flags shall be a red solid steel rod, 52" long, equipped with a steel flag and a mounting loop compliant with NST outlets.

B. Specifications

Hydrants shall meet the following minimum design criteria:

1. Hydrant shall have a rated working pressure of 200 psi with a test pressure of 400 psi.

2. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure.

3. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to a full 360° circle during field installations, if necessary.

4. The main valve opening shall not be less than 5 ¼" and be designed so that seat, drain valve mechanism, internal rod, and all working parts can be removed through the top of the hydrant without disturbing the ground line joint or the nozzle section of the hydrant.

5. The bronze seat shall be threaded into mating threads of bronze for easy field removal.

6. The draining system of the hydrant shall be bronze and activated by the main stem without the use of auxiliary rods, toggles, pins, etc. The drain mechanism shall be completely closed after no more than three turns of the operating nut, allowing throttling of the hydrant as needed. A minimum of two inside ports and four drain port outlets must be provided to ensure positive drainage when closed. Drain shut-offs shall be by direct compression closure.

7. The operating nut, main stem, coupling, and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs in opening or closing directions.

8. There shall be an internal top housing with triple O-rings to seal operating threads from the waterway and accommodate an antifriction washer.

9. Nozzle sections of the hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Bronze nozzles are to be locked into the hydrant barrel with locking lugs and be sealed by heavy duty O-rings. The operating nut size, as well as hose and pumper threads, shall conform to National Standard Specifications.

10. Hydrants shall conform to UL Solutions UL 246 standards and Factory Mutual Research Corporation standards.

11. The maximum friction loss through the hydrant shall not exceed 2.8 psi at 1000 gallons per minutes (gpm) through the pumper nozzle. The flow test and certification of this feature shall be conducted by an independent testing laboratory, and be in accordance with ANSI/AWWA C502-94 standard. The records of all tests performed shall be made available to the Town upon request.

12. The standard depth of bury shall be a minimum of four (4) feet to a maximum of seven (7) feet without the use of extensions. When the water main is deeper than the standard depth, the use of quarter and eighth bends between the tee at the main and the fire hydrant will be required to bring it to the proper grade.

C. Installation

1. Fire hydrants shall be installed in accordance with the Standard Details, where indicated on the plans, set plumb, and with bury line at finished grade. The pumper outlet shall face the street.

2. Bollards shall be installed as shown on plans or as directed by the Town.

3. Every effort shall be made to avoid the use of barrel extensions, and such extensions shall only be used when approved on a case-by-case basis by the Director of Public Works and the Town Engineer.

4. A six (6) inch valve shall be provided in the lead of each hydrant. This valve shall be restrained to the main by an anchoring tee or anchoring coupling. Where a hydrant is used to terminate the main, restraint of this valve shall be by means of a dead-end anchor cast around the main.

5. All privately owned hydrants shall have stenciled on the hydrant the word “PRIVATE” to identify the unit as a privately owned hydrant. The stenciling shall be sized and placed to be easily seen from the direction of hydrant access.

6. Hydrants shall be located no more than ten (10) feet from the face of curb and at least ten (10) feet from any entrance or driveway.

7. Prior to acceptance, hydrants shall be flow tested under Town supervision to assure compliance with the *Town of Berryville Construction Standards Manual*. The flow report shall be submitted to the Town Engineer and the Director of Public Works for review and approval.

Town Council Report

10 March 2026

Item Title

Request to set Public Hearing: Revise Sec. 10-49. Parking of commercial vehicles in residential areas and Sec. 10-50. Parking and storage of travel trailers, boats etc.

Prepared By

Jean Petti

Background/History/General Information

Revise Sec. 10-49. Parking of commercial vehicles in residential areas and Sec. 10-50. Parking and storage of travel trailers, boats etc. in residential areas

-The fines and prohibitions have not been sufficient to deter the mischief at which the code is directed.

Attachments

1. Sec. 10-49 and 10-50, redline

Sample Motion

I move that the Town of Berryville set a public hearing for 7:00 p.m., or as soon after as this matter may be heard, on Tuesday, April 14, 2026 to consider revisions to Sec. 10-49. Parking of commercial vehicles in residential areas and Sec. 10-50. Parking and storage of travel trailers, boats etc.

Sec. 10-49. Parking of commercial vehicles in residential areas.

(a) No person shall park or leave standing any commercial vehicle in any residentially zoned area of the town; provided that, during regularly scheduled school hours, school buses may be parked in such residentially zoned areas by their drivers for a continuous period not to exceed six (6) hours.

(b) No vehicle intended or designed to transport caustic, flammable, explosive or otherwise dangerous or hazardous materials shall be permitted to be parked or left standing in any residentially zoned area.

(c) This section shall not be applicable to commercial vehicles picking up or discharging passengers or merchandise or pursuant to performance of work or service in residential areas.

(d) For the purpose of this section, the term "commercial vehicle" shall mean a motor vehicle:

(1) In excess of twenty-two (22) feet in length; or

(2) In excess of ten (10) feet in height; or

(3) With a gross weight (GW), registered gross weight (RGW), empty weight (EW), or curb weight (CW) in excess of ten thousand (10,000) pounds; or

(4) With a manufacturers gross vehicle weight rating (MGVWR), gross vehicle weight rating (GVWR), or gross combined weight rating (GCWR) in excess of twenty thousand (20,000) pounds.

(5) The term shall include any semitrailers, construction equipment, cranes, well drilling apparatus and other heavy equipment; however, this section shall not prohibit parking of such equipment if being used for construction activities at sites where valid building or land disturbance permits are in force or such activity is otherwise allowed.

(e) Any violation of this section shall constitute a misdemeanor punishable by a fine not exceeding ~~one~~ **two** hundred and **fifty** dollars ($~~10~~**25**0.00).

(Ord. of 1-9-18(2))

Sec. 10-50. Parking and storage of travel trailers, boats etc. ~~, in residential areas.~~

Any owner of a travel trailer, motor home, boat and/or boat trailer, utility or cargo trailer in excess of ten (10) feet in length, truck camper, habitable bus or recreational vehicle may park or store such equipment in any residentially zoned area of the town provided that:

(1) The vehicle has displayed all required licenses,

(2) The vehicle is located no closer to any street than the principal structure; except that said vehicle may be parked closer to the street than the ~~principle~~ **principal** structure for a period not to exceed forty-eight (48) hours when the owner of the vehicle is a resident of the street and is arriving or departing on a journey utilizing the vehicle,

(3) The vehicle does not exceed thirty-two (32) feet in length or nine (9) feet in height, and

(4) The vehicle is not inhabited ~~while parked in said residentially zoned area~~.

Any owner of a travel trailer, motor home, boat and/or boat trailer, utility or cargo trailer in excess of ten (10) feet in length, truck camper, habitable bus or recreational vehicle may park or store such equipment in any commercial, business, or industrial zoned area of the town provided that:

(1) The vehicle has displayed all required licenses,

(2) The vehicle is not inhabited.

Any violation of this chapter shall constitute a misdemeanor punishable by a fine not to exceed ~~twenty-five~~ **two hundred and fifty** dollars ($25**0**.00).

(Ord. of 1-9-18(2))

Town of Berryville

Town Council

MOTION TO ENTER CLOSED SESSION

Date: March 10, 2026

MOTION BY:

I move that the Council of the Town of Berryville enter closed session in accordance with Code of Virginia §2.2-3711.3, to discuss the renewal of a lease on and around the elevated water tower at 201 Tom Whitacre Circle.

VOTE:

Aye:

Nay:

Absent:

Abstain:

ATTEST

_____

Erecka Gibson, Vice Mayor

Town Council

Motion

CLOSED SESSION RESOLUTION

DATE: March 10, 2026

MOTION 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:

_____

Erecka Gibson, Vice Mayor