

REGULAR COUNCIL MEETING A G E N D A

TOWN OF CHINCOTEAGUE

November 7, 2016 - 7:00 P.M. - Council Chambers - Town Hall

CALL TO ORDER

INVOCATION BY COUNCILMAN TAYLOR

PLEDGE OF ALLEGIANCE

PRESENTATION (John Peterman, Administrator of Riverside Health)

OPEN FORUM / PUBLIC PARTICIPATION

STAFF UP-DATE

AGENDA ADDITIONS/DELETIONS AND ADOPTION:

1. Consider Adoption of the Minutes
 - Special Joint Council Workshop of September 29, 2016 (Page 2 of 72)
 - Regular Council Meeting of October 3, 2016 (Page 19 of 72)
 - Council Workshop Meeting of October 20, 2016 (Page 30 of 72)
2. Public Hearing on a Possible Budget Amendment of \$90,000 (Page 33 of 72)
3. Wastewater Advisory Committee Report of October 4, 2016 (Spiro Papadopoulos, Chairman) (Page 34 of 72)
(The following recommendation has been forwarded to the Council for Approval)
 - Possible adoption of a Contract for Engineering Services (Page 36 of 72)
4. Public Works Committee Report of October 4, 2016 (Councilwoman Richardson) (Page 56 of 72)
5. Recreation and Com Enhancement Com. Report of October 11, 2016 (Vice Mayor Bowden) (Page 58 of 72)
(The following recommendation has been forwarded to the Council for Approval)
 - Discuss Options for the Monument's at Mariners Point
6. Budget and Personnel Committee Report of October 18, 2016 (Councilman Ellis) (Page 60 of 72)
(The following recommendation has been forwarded to the Council for Approval)
 - Possible adoption of \$90,000 for EMS Coverage up until Memorial Day
7. Ordinance Committee Report of October 13, 2016 (Councilman Taylor) (Page 62 of 72)
(The following recommendation has been forwarded to the Council for Approval)
 - Possible adoption of an Ordinance to Cut Cemeteries (Page 63 of 72)
 - Possible adoption Tattoo (Page 64 of 72)
8. The Chincoteague Center Vacancy Appointment (Page 71 of 72)
9. Proclamation Cemetery Clean up Week of November 12 – 18, 2016 (Councilwoman Richardson) (Page 72 of 72)
10. Mayor & Council Announcements or Comments
11. Closed Meeting in Accordance with Section 2.2-3711(A) (1) of the Code of Virginia.
 - Personnel

ADJOURN:

**MINUTES OF THE SEPTEMBER 29, 2016
CHINCOTEAGUE TOWN COUNCIL SPECIAL WORKSHOP MEETING
WITH THE PLANNING COMMISSION**

Council Members Present:

J. Arthur Leonard, Mayor
Denise P. Bowden, Vice Mayor
Ellen W. Richardson, Councilwoman
Edward W. Lewis, Jr., Councilman
Gene W. Taylor, Councilman
Ben Ellis, Councilman
James T. Frese, Councilman

Planning Commission Members Present:

Ray Rosenberger, Chairman
Mollie Cherrix
Steve Katsetos
Spiro Papadopoulos
Jeff Potts
Mike Dendler

CALL TO ORDER

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

INVOCATION

Councilman Ellis offered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Leonard led in the Pledge of Allegiance.

Mayor Tarr thanked everyone for showing up. He reminded everyone that this is for the Town Council and Planning Commission's input.

AGENDA ADDITIONS/DELETIONS AND ADOPTION

Councilwoman Richardson motioned, seconded by Vice Mayor Bowden to adopt the agenda as presented. Unanimously approved.

Planning Commission Chairman Rosenberger advised that they concede to the Council as the Commission is a subordinate to the Council.

1. Presentation of a Possible Waterpark in Maddox Campground

Mayor Leonard stated that they are here for a presentation of a waterpark. He turned the floor over to Mr. Todd Burbage.

Mr. Burbage thanked Council and the Planning Commission for having him this evening. He introduced himself as Todd Burbage who grew up in Berlin, Maryland. He stated that he came

to Chincoteague in 2004. He added that he currently owns the Fairfield Inn and the Jackspot. He also introduced Mr. Chris McCabe.

Mr. McCabe with Coastal Compliance Solutions advised they do compliance management and permitting.

Mr. Mike O'Neill with Waterpark Design Construction introduced himself.

Mr. Mark Wilkinson, President of Paddock Swimming Pool Company who is a contractor of pool design also introduced himself.

Mr. John Custis introduced himself as Mr. Burbage's attorney.

Mr. Burbage explained that they are here because back in January he and his family purchased Maddox Campground. He stated that they have been fairly successful at turning mom and pop campgrounds into high end resorts that are nationally recognized. He stated that as they have gone through the development process they thought of opportunities that exist such as they planned on redeveloping all of the bath houses and the main area. He also stated that the waterpark component became an opportunity for them. Mr. Burbage stated that the reason they decided to go with a waterpark is because it's becoming a national trend. He also stated that campgrounds are installing waterparks to increase occupancy levels and is also a family oriented activity. He added that it is no different than back in the day when they used bicycles and kayaks. He stated that they felt the community would like to have some interest in utilizing the waterpark.

Mr. Burbage stated that one of the things they asked was to allow access to the community so they could utilize the facility. He advised that they have never done a waterpark before. He also stated that if there was 4 acres anywhere else on the island that didn't have a campground or associated business they wouldn't do it. He gave an example of the Landmark property zoned C3 which would be allowed but they wouldn't put a waterpark there. He stated that it is an amenity for the campground. He advised that with any of their large investment, they like to go out and get advisors to do a case study and advise them for highest and best use and opportunity for this site. He stated that they hired HLA who is a national feasibility company. He added that they ordered a study when they built the Fairfield Inn. He added that they do a study before they build anything. Mr. Burbage read from the study regarding the impact on hospitality, hotels and campgrounds. He stated that they have done a study of waterparks all over the United States.

Mr. Burbage reviewed the plan for the waterpark. He stated that they are proposing to phase it in. He stated that the construction cost for the entire plan is around \$6 million. He stated that they aren't prepared to spend \$6 million. He added that they will phase it in. He explained their thoughts are to put in 2 of the water towers, a kiddie structure and one of the pools. He stated that they would grow into it in time. He advised that they will build it on 2.5 acres and the associated parking lot will be 1.56 acres which totals 4.15 acres. He also stated that there will be 155 parking spaces and a waterpark of this size will employ 50 people. Mr. Burbage stated that they plan to have a nautical theme to the park with a unique theme and descriptive story. He stated that each ride will provide more interest and interaction as they go. He also stated that it will feature 46 aquatic play structures with 4 play slides and a 1' wading pool for the kiddie area,

which is the biggest attraction. He added that it will have 3 waterslides with towers that run down into the pools. He also stated that they highly recommend installation of a lazy river in the beginning.

Mr. Burbage advised that the park will include 2,200 square feet of ticket sales office a booth section, retail and bathrooms. He stated that off to the side there will be an adult only area with a small tiki bar and a beach. He also stated that the property will include a 1,500 feet pavilion for parties and other functions. He stated that they plan to offer 10 or more cabanas for rent and the waterpark offers a discount rate for the campers. He added that tickets will be offered to the hotels with waterpark packages and then mentioned marketing and sales. Mr. Burbage stated that they recommend offering seasonal passes to local residents and occupants of the seasonal portion of their park. He stated that they are recommending offering plenty of shade areas during high temperatures.

Mr. Burbage stated that this takes him to the area of where there is a rumor. He advised that they asked their surveyor to stake out the different features and to see where to best lay out the property. He stated that in the 2.5 acres they will be taking out 12 trees. He stated that in the analysis the projections for a waterpark of this size to be developed in Chincoteague, 79% will come from the campground and 4% will be local and overnight leisure visitors. He added that 80% of the people staying in the campground will be using the facility which means there won't be heavier traffic as they will already be there.

Mr. Burbage also read from the Town's Comprehensive Plan stating that there is a huge emphasis on tourism and tourism based businesses. He stated that the employment in accommodations in the food sector is a reliable indicator of the importance of the tourism to the local economy. He also stated that in 2016 this accounted for an estimated 37.1% of the overall employment in Chincoteague Island. He added that in the entire state of Virginia that number is 8.6%. He continued reading about the larger employers such as Tyson, Perdue and NASA. He mentioned in 2016 Trip Advisor ranking Chincoteague the #1 of 20 affordable summer beach destinations and in 2015 Chincoteague ranked #2 in Budget Travels List of America's coolest small towns. He continued to read the accolades.

Mr. Burbage then read about the waterpark demographics. He stated that age is an important factor of a waterpark attendance which is a family activity. He added that attendance is a demographic indicator. He read that children from the ages of 0 to 17 accounts for 43% of waterpark visitors and ages 25 to 49 account for 31%. He continued that other local area waterparks that have campgrounds associated with it approximately 25% are locals and 75% are campground guests.

Mr. Burbage addressed the days open. He advised that the subject waterpark is projected to be open Memorial Day weekend to Labor Day weekend which is approximately 102 days a year. He stated that they will focus on a variety of potential users including local residents, schools, church groups, other groups, family visiting the area and overnight stays and travelers going to Assateague National Seashore. He reported that they project to be the busiest in the middle of the summer between July and August. He felt he should highlight those things which came from a national waterpark company. He stated that it's going to be a small park and a family waterpark for the benefit of mainly the campers in the campground. He advised that he already

has Health Department approval of 185 campsites. He stated that if he didn't have the campground he wouldn't have a waterpark on Chincoteague. He advised that they felt it was best to open it up to residents and visitors who want to come to it. He also addressed some of the rumors. He stated that there isn't one square inch of wetlands that will be disturbed. He added that as a matter of fact they recently restored a half an acre of wetlands from the previous owners. He discussed the surveys adding that they surveyed every single tree on the property so they could maintain as many of the trees as they possibly could. He stated that they are only removing 12 trees out of the waterpark area.

Mr. Burbage then discussed water usage. He stated that they have many pools and facilities around the Eastern Shore. He advised that they purchase their water from Cropper's water truck which is the cheapest way in every jurisdiction. He stated that this is 2.5 acres and he has 200 acres there. He stated that the parking is 1.6 acres. He concluded that the Town of Chincoteague is very important to him. He stated that this is why he is here. He feels it's an appropriate use for that site and for that business and for the Town of Chincoteague. He stated that they feel that today, by right, he could build the waterpark, (as he pointed to another parcel of land). He stated that upon the past leadership of this community it was an error in dictation that the waterpark use didn't make it into the C4 zoning. He advised that it was an error and not intentional. He asked Council to give them the opportunity and feels that everything they've done on Chincoteague has been 1st class. He advised they employ over 150 people on the Island. He stated that it is short-term and 100 day use. He added that kids' laughing is what you'll hear and the Town needs it and wants to be a part of it and he wants to be a part of this community.

Mayor Leonard stated that he would like to go around the table for Council to ask questions.

Councilman Taylor asked what they were going to do with the water when it has to be disposed.

A consultant with Mr. Burbage responded that the water will be neutral pH, which is no different than the water that falls from the sky.

Councilman Taylor stated that this tells him the water isn't dangerous. He asked again where they will dispose it. He stated that if it's put into the ditches it will go into the wetlands.

The consultant advised that Paddock Pools has been in business since 1989. He stated that they've done 80% of the waterparks in this part of the east coast.

Councilman Taylor stated that if Cropper's is hauling the water into the waterpark then Cropper's should be hauling it out of the waterpark. He feels that people don't want it overboard. He also stated that this is going to be installed in phases. He doesn't feel the C4 zone will be changed. He stated that a conditional use permit is what has to be submitted. He asked how many phases it will be.

Mr. Burbage advised that it will be in 2 phases.

Councilman Taylor asked if he would be willing to do a conditional use for each phase.

Mr. Burbage stated in all due respect that either they want it or they don't want it. He stated that there is no need to suffer through the public hearings. He also stated that it should be approved up or down.

Councilman Taylor stated that you can't get to phase 2 before you get to phase 1. He stated that if there is a mistake on phase 1 then they shouldn't approve phase 2.

Mr. Potts stated that in reference to local real estate in an approved large subdivision it is usually in phases. He agreed with Mr. Burbage that it's all or nothing. He stated that it shows 3 waterslides. He asked how high they're going to be.

Mr. Burbage advised that they have different designs and they are designed at 25' and 35'.

Mr. Potts stated that they are allowed 36'.

Mrs. Cherrix stated that she knows that the children love a waterpark. She asked about the additional traffic on the circle, especially on 4th of July weekend. She asked if they would utilize the existing entrance or have another one.

Mr. Burbage advised they would utilize the existing entrance. He explained that they will add a turn lane allowing people to get off the circle to turn into the waterpark quicker.

Mrs. Cherrix mentioned the mopeds and young children riding bicycles in the summer and having them turning into the waterpark as well. She stated that this is her concern and she asked about the closing of 6:00 p.m. She also mentioned that he wouldn't be encroaching on the marshlands.

Mr. Burbage advised that she was correct they would be closing at 6:00 p.m. and they wouldn't be encroaching on the marshland.

There were comments about the turn lane.

Mr. Katsetos thanked Mr. Burbage for coming in and addressing a lot of the issues they have with this project. He stated that his concern was with trucking in the water and how many gallons it would be.

The consultant advised that the park is relatively shallow and he mentioned the pool depths.

Planning Commission Chairman Rosenberger mentioned the depth of the lazy river.

The consultant stated that the lazy river will be 560' and 3 1/2" deep. He further commented that there will be no deep water in the waterpark.

Planning Commission Chairman Rosenberger asked about the capacity of the campground and if they were eliminating sites.

Mr. Burbage advised that they wouldn't be eliminating sites. He added that this is an area that historically hasn't been used. He believes it was for overflow tent camping. He also stated that the site currently has 370+ sites that are actively marketed. He added that the Health Department has permitted 480+.

Planning Commission Chairman Rosenberger also asked about the projected capacity of people.

Mr. Burbage responded it will be a little more than what the Maddox's had. He estimated the amount of people to be 1,000 – 1,200 and the capacity is 1,200.

Mr. Papadopoulos stated that his primary question has to do with safety. He stated that Maddox Boulevard from his site to Chicken City Road is a two lane situation. He asked about provisions for response of emergency vehicles.

Mr. Burbage stated that on site the Health Department regulations are specific.

The consultant interjected that they are required that all lifeguards are CPR certified along with the management team. He also stated that there will be a sliding gate on the Maddox side of the circle as well as on the area to the south. He advised that he has accommodated this in the plans.

Mr. Papadopoulos stated that it didn't address accidents.

The consultant also added that they will have a defibrillator in case of cardiac arrest and all of the safety measures are within the Health Department standards. He stated that it would be no different than something happening at a restaurant. He also stated that if there is a major problem there they can handle it until the ambulance arrives.

Mr. Burbage stated that the study shows that there won't be a big traffic impact. He stated that they only have 155 parking spots for the entire day. He added that the study states that 80% of the people will already be there. He also stated that the traffic won't be a problem with what's already there.

Mr. Papadopoulos stated that he is more concerned with accidents on the 4th of July weekend.

Mr. Burbage responded that it's the same as McDonalds and the hotels that are beyond the campground.

Mr. Papadopoulos asked if he knew the statistics for accidents at waterparks.

The consultant advised that most of the bigger waterparks with bigger slides and bigger towers are more dramatic. He stated that the majority of the accidents in the waterpark industry are with the tube slides. He also stated that it's because not everyone is the same weight and shape. He explained a lot of times they come out of the tubes and have hurt their neck, head or broke an arm. He continued that there are no tube slides in this waterpark. He also stated that everything has been designed in the rendering and they went with all body slides for safety. He stated that there are no deep water pools which was done for safety. He also stated that he had lunch with the CFO of the company and insurance representative, Todd Wilkerson who gave them all the

data. He reported that it's 90/10 and on the body slide they never leave the surface but with the tube they fall off the tube and become discombobulated. He also stated that there are more problems and injuries with running.

Mr. Papadopoulos asked if they intend to apply for a conditional use permit.

Mr. Burbage advised that they do intend to. He also stated that they were advised by the insurance company of what type and size of slides they should have.

Mr. Dendler expressed his concerns for the environmental impact. He stated that he would like to know if any kind of study has been done. He added that he is also concerned with storm water runoff from the parking, paving or infrastructure.

Mr. Burbage responded that everything will be by state, Town and county guidelines. He stated that some of the construction that is here is pretty old and doesn't accommodate. He reported that at the Fairfield Inn and Jackspot there is no flooding.

Mr. Dendler also asked that because of the proximity of the wetlands if there were any federal regulations or guidelines that have to be followed.

Mr. Burbage responded that there absolutely were and every jurisdiction in the country has federal restrictions and guidelines.

The consultant stated that with the park design they are upwards at a setback of 80' away along the marshland. He stated that they avoided all of the wetland. He added that the only impacts to the wetlands are part of the construction of the pier for the campground. He stated that there will be nothing from the waterpark. He also added that if there is a plan on impact of the tidal wetlands in the state of Virginia and through the Virginia Marine Resources and the Army Corps of Engineers, it has to be mitigated also which costs \$17 per square foot of impact. He stated that they have to make a good case as to why they are impacting vegetated tidal wetlands. The consultant also stated that in this case they have avoided it everywhere. He responded that as far as storm water goes they have to implement storm water management through the Virginia Department of Environmental Quality Storm Water Pollution Prevention Plan. He advised that they have an engineer on staff working to get this done and will be approved through Accomack County through their 3rd party consultant.

The consultant also advised that they are looking at pervious pavement, micro-viro tensions and small pocket designs to treat the storm water closest to its source. He stated that water quality will be enhanced through the process. He added that currently there is zero storm water management on the site. He also stated that from a wastewater perspective they are designing 2 scenarios; 1) a package wastewater treatment plant for the entire property, or 2) a smaller water treatment plant that will treat the waterpark and have some additional gallons per day. He stated that this will be a state of the art upgrade system exceeding the current standards.

Councilman Lewis thanked Mr. Burbage for coming. He stated that his questions have been answered. He stated that he is glad they won't be disturbing the marshland. He feels this is a

great thing for the community and the kids. He feels they are going to do a good job and it looks great in the plans.

Vice Mayor Bowden also thanked Mr. Burbage and everyone in the audience for coming. She stated that she is really hoping that his session will answer a lot of questions from the public. She stated that he answered the question she had about the trees and 12 is what they're looking at to be removed. She stated that they've answered the questions about the impact on the marshland which was a huge concern to the residents. She stated that they talked about the height of the water slides being 25 – 35 feet. She asked if this was from the ground up.

Mr. Burbage responded that it is from grade up. He added that they had 2 reasons why it is 25 and 35 feet because they received 2 different answers of what it needed to be. He stated that obviously the higher the slide the more exciting it is. He stated that a 25 feet slide is pretty pathetic, but it is done all of the time. He added that they will meet any and all of the Town Codes.

Vice Mayor Bowden, in looking at the plan, asked what kind of trees were in the plan.

Mr. Burbage stated that the larger trees are the existing trees. He added that they can do whatever trees are necessary to make it fit within the community.

Councilman Ellis thanked them for coming as well. He stated that they have addressed some of his questions and concerns. He then referred to the study and asked if there have been any economic analysis done. He asked what they anticipate of the increased revenue within the Town.

Mr. Burbage stated that they haven't done an actual revenue and tax implication for the Town. He offered to get this information.

Councilman Ellis mentioned the 50 jobs and asked if this was after construction. He asked if these were seasonal, part-time or unskilled jobs.

The consultant stated that 50 jobs are seasonal as well as a few jobs on a permanent basis. He stated that with a waterpark there is a lot of work when it's open and a lot of work when it's closed. He stated that there will have to be a few people there maintaining it when it's closed. He also stated that he is hoping to get a few Chincoteague High School kids and getting them certified. He feels it's a fantastic way to spend a summer.

Mr. Burbage explained that they are decent year-round jobs and a manager will make a very healthy wage. He also stated that there will be a year-round manager, 2) assistant general managers and full time engineers. He added that there will be about 10 of the 50 that are year-round. He stated that the rest are community kids and whoever wants a job.

Councilman Ellis expressed his concerns about the impact on the Town's resources. He stated that some of them were addressed. He also stated that when you travel Maddox Boulevard on weekends and some holidays its bumper to bumper traffic. He asked if they would need a police officer out there or if there weren't enough people to involve that kind of thing.

Mr. Burbage responded that based upon other larger waterparks there's no need to have police officers and things like that. He also stated that there will be some scrapes and bruises because it's a waterpark. He advised that he has them at the Fairfield Inn and at the Jackspot. He feels they do a better job than most in taking care of their customers and guests that are there. He added that in their world the guest is always right and always #1 even when they're wrong. He stated that they will take every single measure there is to see that the place is as safe as it can be. He also stated that in the campground, over 80% of the people that go there are already going to be on this property. He added that they will be there whether the waterpark is going to be there. Mr. Burbage stated that there are 155 parking spaces for the residents of the community and day trippers. He stated that it's not an economic engine that's going to have 30,000 – 40,000 visitors. He believes it's going to be 2,000 for the entire summer. He also stated that on any given day out of the 155 parking spaces, it will probably 100 island residents or residents of Accomack County. He added that the other people are already there. He stated that it keeps them off of Maddox Boulevard.

Councilman Ellis stated that Mr. Burbage mentioned the accolades that the Town has received from various tourism industries. He stated that invariably when you read those, people don't want Chincoteague to change and become an Ocean City. He thought that Mr. Burbage originally didn't want to go through with a conditional use permit. He stated that one of the things that have to be done is public hearings. He has heard more from citizens in calls and emails about this than anything in the 2 years he has been here.

Mr. Burbage stated that he is happy to go that route. He explained that the reason that he originally didn't is that he thought they could resolve it the other way because it was the belief of the prior Town leaders that this was an error in the Zoning Code. He continued that he thought that the Town was going to make right the error from 10 years ago. He stated that he is happy to go through the process and what takes place. He asked what would be a more family oriented activity than going to a waterpark. He stated that he lives in west Ocean City and takes his kids to the waterparks. He added that there isn't anything for these kids to do. He feels it's a great activity. He also added that you're talking 2.5 acres on the island. He feels that people manifest issues that aren't really there like he was going to build condos in the marsh or that they were destroying the marsh. He stated that it's never been a plan and was conjured up in their minds.

Councilman Ellis stated that it was mentioned several times.

Mr. Burbage advised that it wasn't the reality and he's saving every tree he can save. He added that he could clear cut the whole backside of the campground and get more campsites. He stated that the essence of camping is trees and the essence of a waterpark is shade. He also stated that the essence of Chincoteague is family activities and things to do.

Councilman Ellis stated that this was brought up when the youngster was killed in the water slide accident in Kansas.

Mr. Burbage also stated that the census of the Town of Chincoteague is going down. He stated that in 2010 there were 2,400 full time residents and they're projecting less in 2018 and less in

2021. He added that the kids don't have anything to do and they don't have jobs. He also stated that it's encompassing them and it's not about jobs. He stated that it's about family activity.

Councilman Ellis stated that Mr. Burbage mentioned that C4 was a use permitted by right. He stated that he doesn't see that. He advised that he moved to the Island in 2010 and at that point in time there were serious discussions about extending C4. He added that there was no effort to add additional by right uses to that. He stated that the previous Planner advised that C4 was a combination of C1 and C2 which do not allow amusements. He also stated he isn't necessarily against this project. He feels this is a zoning thing and not about economics. He added that they have rules and procedures in place that must be followed and if he is willing to go that route then it's something that should be considered.

Mr. Burbage responded that he is happy to go that route. He stated that he put in a conditional use in May and there were issues associated with it. He also stated that he didn't put it on the Planning Commission's agenda; someone from the Town put it on the agenda.

Councilman Ellis stated that this could have all been resolved had they done that in May and he is sorry they didn't proceed.

Councilwoman Richardson thanked Mr. Burbage and stated that it was a pleasure to meet him as she has heard a lot about him. She stated that she remembers when they had a waterslide on the traffic circle. She stated that it was tall but she wouldn't ride it but the kids did. She advised that her job is transporting kids back and forth to school and she knows what it means. She stated that her grandson was working this year adding that he gets upset when he doesn't have work to go to because he's not making money. She also stated that she doesn't believe the Mr. Burbage would come here and put the kind of money he's put into that campground without building something first class. She understands that there are a lot of people against it. She stated that she's been here long enough that she doesn't necessarily want to see things the way they were. Councilwoman Richardson stated that she has been here 58 years from Snow Hill and is familiar with Berlin. She believes that the Town should be able to work with him and feels this would be a great asset.

Mr. Burbage thanked her.

Councilman Frese commended Mr. Burbage on this project. He stated that in the 1990s he was on the Planning Commission. He stated that it was his understanding that the higher you went in the zoning hierarchy the more liberal it was and the more you could do without having to get additional permissions. He also stated that he was shocked when this came up that C4 was more restrictive than C3. He stated that he thought it was a misunderstanding. He added that he knows that from a personal review that this isn't wetlands. He stated that he's been down there. He knows and can state that there are no wetlands there. He sees where Mr. Burbage has had the limits of the wetlands drawn on the plan. Councilman Frese advised that his father brought him here to go fishing in the 50's and in the 60's he was married and increased his family making Chincoteague his permanent vacation. He also stated that he stayed at Snug Harbor with his father. He mentioned Nathan Hill and Buck Kambarn. He advised that he got a lot of history over the years from the older folks. He also stated that he knew then what the people of Chincoteague wanted and there were 3 prime things. He advised that one was they wanted clean

jobs and attractions for the younger people. He also advised that they didn't want to be another Ocean City. He stated that then and today there is a limit of 3 stories in construction with a maximum height of 36' above grade. He explained the 3rd thing was that they did not want central sewerage. He stated that they got the powers that be to vote it down. He also stated that it was offered by the federal government and by NASA over the years.

Councilman Frese stated that those 3 things have been bored into his head for over 50 years. He also stated that these two things provide 2 of the 3 things that the Chincoteague people wanted. He added that it provides jobs, a basis for taxes and it provides something for the young people to do. He stated that he would understand if something was going to be built on the wetlands and everyone rising up. He also stated that he was on the Wetlands Board in Accomack. He added that this is unfortunate that people thought that this was what he was going to do. He asked about putting in a wider access road to alleviate the traffic going into the campground and waterpark. He stated that anything he can do to draw the traffic away would help.

Mr. Burbage showed him the picture that the Planners created coming down Maddox giving a stacking area off of Maddox. He stated that this is what he owns and controls.

Councilman Frese asked if it could be a little wider.

Mr. Burbage stated that they are opened to suggestions to make it better.

Vice Mayor Bowden also asked what the capacity was of people at one time in the park.

Mr. Burbage advised 1,200.

Vice Mayor Bowden referred to the water slide that was here in the early 80's. She stated that as she looked around the room very few people remember or knew about the water slide. She stated that as one of those kids that used it after viewing pictures of it last evening, she commented that it was the ugliest things she has ever seen. She stated that it had a 60-70' woman in a bikini. She also stated that they lived through it. She added that to think about that and look at the new plans, he has answered many questions she's heard on the street, email and facebook. She stated that it is beautiful.

Mr. Burbage stated that Jack is his father and it's called Maui Jack. He advised that he is 74 years old and it is something he will be proud of. He also stated that if it was something that would tarnish his legacy they wouldn't build it. He also stated that his father is a give back to the community type of guy who cares. He added that this park is emulated after him. He stated that they do it because they want him to have his legacy. He promised those sitting on the Boards and the Community Seats that their kids are going to be there.

Planning Commission Chairman Rosenberger asked about the pier. He stated that it's on the campground side into the channel.

Mr. Burbage stated that it's for kayaks.

Planning Commission Chairman Rosenberger asked if the permit was submitted. He was advised that it was submitted and being reviewed by the Army Corps and VMRC.

Mayor Leonard advised that this wasn't part of this project.

Planning Commission Chairman Rosenberger stated that the emotion that was expressed at the recent meetings indicated the concerns as Councilman Ellis showed the relevance of the impacts of the marsh.

Mr. Burbage understood. He stated that it's all valid and it is all intertwined. He feels they're all in it together to do what's best. He stated that they are planning to have a beach on the other side which will all be completely up-land. He explained that when Assateague is full with 1 person on and 1 person off, on the up-land portion overlooking the marsh and the lighthouse, people will have some place to go.

Mayor Leonard asked if the site will be elevated.

An Engineer with Mr. Burbage advised that it will be at grade level.

Mayor Leonard expressed that one of his concerns is the area to the east that is currently elevated above that. He also stated that there is another site that is way above that. He asked if they could help this area with putting in drainage or something that will help alleviate something that is going on at the circle.

Mr. Burbage agreed and advised that while they are going through the process and planning, they could do some storm water management designs, look at the hydrology and water studies here. He also stated that they've done it on 2 separate occasions for the Town; one through Landmark and the other was at the Jackspot. He added that anything they can do to help make it better they will do. He stated that they are a part of the community and aren't separate, they want to help.

Mayor Leonard stated that days like today with nor'easters and water everywhere they have to think about it. He referred to the area for the waterpark and stated that this was overflow tent camping and parking for the Oyster Festival. He stated that there is one drain line and swale.

The consultant advised they will accommodate this.

There was discussion regarding the drainage on the circle and the pump.

Mayor Leonard also asked once the 155 visitor parking spaces have been taken would they have something out front letting people know the park is at capacity or full. He explained that this is so there isn't traffic coming down Maddox and into the entry causing backup.

Mr. Burbage stated that this is a great question and idea.

The consultant responded that they will utilize signs and if the signs don't work they will put an employee out with flags.

Mayor Leonard feels that there will be a lot more local visitors using it than what he thinks. He feels that he has addressed the marshland impact, tree impact and he mentioned the permeable road surfaces and drainage at the offices.

The consultant explained that this was one of the options they are looking into.

Planning Commission Chairman Rosenberger stated that this can be addressed in the conditional use permit.

Mayor Leonard asked if anyone from Council or the Planning Commission had anything.

Vice Mayor Bowden asked if Mr. Burbage would be open to providing or having swimming lessons along with groups for fundraising.

Mr. Burbage advised that this is an option. He stated that the other parks do fundraisers all the time. He advised that they anticipate the exact same thing. He stated that what they specifically talked about was about the YMCA and giving lessons once the larger pool is in.

Councilman Lewis asked if it was going to be fenced in.

Mr. Burbage advised that it is.

Mayor Leonard asked about lighting. He stated that it is supposed to be opened until 6:00 p.m.

The consultant advised that there will be no lighting because it will be closed at 6:00 p.m.

Mayor Leonard stated that he raised 3 children on the Island and he welcomes this. He stated that when he was coming up his playground is now developed. He added that there is getting less and less for the children of Chincoteague to do. He feels this would be a welcomed addition.

Mr. Burbage offered to leave the picture.

Council agreed to put it on display.

Mr. Burbage asked how the process will work. He stated that construction process and timeline is important as it takes about 8 months to build. He asked if they should forget about it for the summer of 2017 or are there opportunities to explore to expedite the process.

Building and Zoning Administrator Lewis stated that at this time they haven't received anything. He stated that he doesn't know if there has to be a variance because he hasn't received anything. He advised that once he receives the full application it will be processed, reviewed and forwarded if he wants a conditional use permit or a variance.

Mayor Leonard stated that first he has to present the documents to Building and Zoning Administrator Lewis and then he determines that it needs to come before Council. He stated that if it's a conditional use it has to have a zoning review which includes a public comment period.

Building and Zoning Administrator Lewis stated that right now if he wants to move forward with the conditional use permit he needs to submit a full set of documents with everything he is going to do. He continued that his office will review them and at that point Mr. Burbage will receive a

letter from him which way they need to go, whether it's a conditional use permit, variance or building code issues. He stated that he is like the public and has no concept of what's going on. He stated that documents have been given to other people but not to his office. He also stated that they need to start doing it right and get it on his desk for review.

Councilman Frese and Building and Zoning Administrator Lewis had a conversation on how long it will take.

Building and Zoning Administrator Lewis feels it could take up to 30 days.

Councilman Ellis stated that what was shared tonight was wonderful. He stated that regarding process, he has received numerous emails about this issue. He also stated that he received an email from a lady regarding a series of emails about a meeting or series of meetings with Town officials and Mr. Burbage where promises have been made or a deal has been reached. He stated that she asked if this was true. He advised that his response to her was that he couldn't believe it's true because as far as he knows he hasn't and no other Councilmember has received any information about any meetings or anything of that nature. He stated that he is saying this to be transparent and fair. He stated that within a day he received the agenda about a presentation of a waterpark. He also stated that he asked Town Manager Ritter what publicity was going out because this was a hot issue for the Town.

Councilman Ellis then stated that Town Manager Ritter informed him that because there wasn't going to be any public comment an agenda would be put on the counter in the office. He stated that he sent an email out. He also stated that the meeting wasn't publicized. He asked if there were any meetings about this with any Town officials. He advised that Building and Zoning Administrator Lewis stated that he hasn't received anything.

Mr. Burbage stated that he specifically requested a meeting with the Mayor and Town Manager Ritter because he felt like the Town had put on the agenda for the Planning Commission to hear whether or not C4 had an error that occurred 10 years ago. He met with those people and they suggested that he do a round table meeting to inform the Planning Commission and Council. He added that this jurisdiction follows the codes more than any other jurisdiction up and down the coast.

Councilman Ellis stated that Mr. Burbage has put a lot in this community and he appreciates it. He stated that if Joe Citizen owns a C4 property on north Main Street and decided to put in a roller skating rink that could be an ice skating rink in the winter he would have to go through a conditional use application. He asked if he would be granted the same session here of a joint hearing with the Planning Commission and the Town Council without submitting any documents or would he have to do the application with supporting documents. He also stated that its equity for all citizens.

Mayor Leonard stated that any citizen of the Town of Chincoteague can call his cell or call Town Manager Ritter if they want to have a meeting with Council then Council will have a meeting. He stated that this is what it is, it's a meeting. He added that it's nothing else with no guarantees to be given and nothing else except the fact that the Town wants information about this park. He also stated that otherwise, what they're dealing with is a lot of misinformation. He felt it was

best for this Council and this Planning Commission and this Town to get the facts and do away with all of this misinformation and miscommunication. Mayor Leonard stated this is why he personally wanted this meeting to get the facts out. He stated he is tired of all the misinformation that's being spewed out and he wanted to get this project before Council. He also added that if he has violated a law, statute or something, he stated that they can impeach him. He again added that he wanted to get the facts because he hates misinformation.

Councilman Ellis stated that he wasn't trying to blame Mayor Leonard.

Mayor Leonard stated that he has been blamed, his nerves are on edge and he advised he is sorry.

Councilman Ellis stated that the opportunity should be afforded to any other citizen.

Mayor Leonard stated that any citizen that wants a meeting with him can pick up the phone.

Councilman Ellis stated that he is referring to the joint meeting with the Planning Commission and the Town.

Mr. Burbage interjected that this was a specific request of his. He stated that he didn't want to come back 2, 3 and 4 times to say the same things. He felt it was the most efficient way and the Town accommodated his request.

Councilman Ellis stated that he can appreciate that but wants the confidence that the same opportunity will be given to everyone.

Planning Commission Chairman Rosenberger stated that in the past there have been meetings between various officials and developers. He stated that this was to iron out the legal aspects of what has to be done which were non-confrontational. He stated that as far as he is concerned it is their obligation to work out the details. He also stated that it protects the citizen's rights and the developer's rights. He added that they haven't had this type of forum because Facebook and so forth has generated a lot of interest.

Councilman Taylor stated that there is a young man at the table that has been through this process. He stated that it is Mr. Steve Katsetos. He stated that there wasn't much difference.

Mr. Katsetos stated that it wasn't and it was intensified. He added that it was 11 years ago.

Councilman Taylor stated that everyone did a very good job. He stated that he remembers that it was the talk about the go-carts.

Mr. Katsetos stated that it was different back then. He advised that he battled the Town approximately 14 months.

Councilman Taylor stated to Councilman Ellis, that it will be a conditional use permit and he will have a vote.

Councilman Ellis stated that he isn't necessarily opposed to this.

Councilman Taylor stated that a conditional use permit goes to the Council who will have the say. He stated that it isn't going to deflect anything.

Councilman Ellis stated that he met with zoning but not with this group.

Mr. Katsetos stated that for amusements they couldn't have a combustion engine. He stated that he had to get that changed. He also stated that it was a lot harder than this. He addressed Mr. Burbage about the time-frame stating that the Planning Commission could do a joint public hearing with Council. He added that once it gets to the Planning Commission Mr. Burbage would have to wait about 2 months.

Vice Mayor Bowden understands where Councilman Ellis is coming from. She advised that she wants to make sure that the "correct" information is out to the public. She stated that she sat in the meeting with Mr. Burbage and Mayor Leonard. She stated that she sat across the table from Mr. Burbage and he felt that a part of the zoning was overlooked. She also stated that she specifically told him that there is no way she could vote for a change in the zoning to accommodate this project. She added that when the zoning is reviewed again that would be the time to talk about it. She stated that they discussed the conditional use permit. She also stated that she always knew that the government moves slow but didn't know that it moves as slow as a mud turtle. Vice Mayor Bowden also stated that she and Mayor Leonard were on the same page with having the forum. She stated that she was hoping to set it up that Mr. Burbage could stand up there and have the Council chambers packed with 1,000 people to answer questions. She explained that Mayor Leonard felt, with good reason, that Council didn't want Mr. Burbage to feel like a piece of meat in a lion's den either. She feels this has been very informative and that it was streamlined and in favor. She added that if you want to build your ice skating rink and want to meet with all of Council she is in favor of this process because it moves things along. She feels it's been a good thing. She again stated that she understands Councilman Ellis.

Councilman Frese feels that they have mischaracterized what Councilman Ellis was saying. He explained that there is a valid point which is in recent years there has been a curtain drop when it comes to Council. He stated that he has heard things on the street and asked Town Manager Ritter about it and he would advise that it was true. He feels there has been a silence curtain fall around the Council and he has voiced it at public meetings. He also stated that he finds that this is what happens. He stated that he knew nothing about the meeting. He advised that he wouldn't have objected to a Councilmember and Town Manager Ritter speaking with Mr. Burbage. He added that he would want to know about it. He stated that he doesn't want the idea that he gets more from the street than he gets from the Town office. Councilman Frese also stated that he has been objecting and fought about for several years. He stated that he doesn't believe people understand where he is coming from. He added that he has come to the conclusion that he is going to have to get more vocal about it. He feels that is the essence of the question that Councilman Ellis is bringing up. He also stated that he doesn't object to having a meeting. He stated that he doesn't want to hear it on the street and wants to hear it from Council. He suggested that this needs to be worked on as a Council and a Town.

Councilman Lewis stated that if he isn't mistaken, at the last meeting Council asked Mayor Leonard and Town Manager Ritter to get this together with Mr. Burbage to resolve it. He stated that he didn't see a problem with it.

Councilman Frese stated that these things happen and you don't hear about it from the Town.

Mayor Leonard responded about this being a wonderful thing that they are arguing over a pool in today's society. He also stated that they are sitting discussing a family waterpark and it's a great thing. He added that this is an informational session to get away from all of the misinformation. He again stated that he wants the facts.

Councilman Frese advised he is applauding this meeting.

2. Council Member Comments

Councilwoman Richardson stated that she appreciates this matter. She advised that she also heard about it from the Planning Commission the next day. She is glad Mr. Burbage came so Council could hear it straight.

Councilman Lewis stated that people here are in fear of change. He advised that he has lived here for 60 years and people say they would like to have it the way it used to be. He stated that Mayor Leonard and a lot of you know there used to be hog pens on Maddox Boulevard. He stated that it's been a lot of changes and this is going to be great. He continued to state that the teenagers always complain that there is nothing to do on Chincoteague and they'll have a place to go.

Councilman Taylor thanked Mr. Burbage. He stated that Mr. Katsetos has a nice place and is going strong. He stated to Mr. Burbage that he is a developer and asked him to hang with it because nothing is easy. He also asked him to work with the community and share with the community and together they can make things happen. He thanked him again.

Mr. Burbage thanked everyone for having him because Council has always been open and helpful. He feels it's been a two-way street for everyone. He added that its part of being a community and everyone has strong ideas because they care. He stated that it's about finding a common ground.

Adjourn

Councilwoman Richardson motioned, seconded by Councilman Taylor to adjourn. Unanimously approved.

Mayor

Town Manager

MINUTES OF THE OCTOBER 3, 2016
CHINCOTEAGUE TOWN COUNCIL MEETING

Council Members Present:

J. Arthur Leonard, Mayor
Denise P. Bowden, Vice Mayor
Ellen W. Richardson, Councilwoman
Edward W. Lewis, Jr., Councilman
Gene W. Taylor, Councilman
Ben Ellis, Councilman
James T. Frese, Councilman

CALL TO ORDER

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

INVOCATION

Councilman Ellis offered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Leonard led in the Pledge of Allegiance.

INTRODUCTION

Mayor Leonard introduced the new Director of the Chincoteague Museum as Ms. Maria Grenchik. He invited her up for introductions.

Museum Director Grenchik advised she is the new Director of the Chincoteague Museum. She stated that she moved to the Island a few weeks ago from Maryland. She also stated that she has a bachelor's degree and master's degree from the University of Maryland in College Park in archology and historic preservations. She added that she has worked in several different museum environments which focused on historic preservations, field archology and museum education. Director Grenchik stated that her biggest goal is to focus on education in the museum. She advised that the Town's most recent donation is something they will use in her goals for education. She stated that it is a priority to get the schools involved by setting up field trips. She stated that the previous director spoke to Council in March about a lot of the important scholar programs they have at the Museum. She reported that in 2017 they are planning to double some of their offerings. She listed their upcoming programs.

Director Grenchik invited everyone to stop by the Museum and she is going to come up with lots of ideas for their new fieldtrips. She also thanked Council for allowing her to introduce herself and stated that she looked forward to meeting them all.

Mayor Leonard advised that there are some folks in attendance that are running for the Commonwealth's Attorney position. He asked if they would like to introduce themselves.

Mr. Spencer Morgan advised that he has been with the Commonwealth's Attorney office for 5 years. He stated that he is currently running for the Commonwealth's Attorney and looks

forward to meeting everyone and share his vision for the Commonwealth's position. He also stated that this is where criminals are held accountable; victims are assisted and helped through trying times. He added that communities are made safer as well as serving justice.

Mr. Jon Poulson stated that he and Supervisor Tarr wanted to bring Mr. Morgan to Council this evening so they could meet him. He stated that Mr. Morgan is the Assistant Commonwealth's Attorney and a candidate for the Commonwealth's Attorney in the November 8th election. He stated that he has a wife, Mrs. Elizabeth Morgan and a very young son who live in Onancock. He advised that Mr. Morgan is experienced and tried a lot of cases. He assured Council that he and Mr. Tom Northam has thrown everything in the world at him including the kitchen sink. He added that he is like the energizer bunny that keeps on ticking. He also stated that Mr. Morgan is an aggressive prosecutor, but fair with principle and has great integrity. He stated that the Commonwealth's Attorney is the people's attorney and he feels these are the traits that a Commonwealth's Attorney should have. Mr. Poulson also stated that many present have not ever met Mr. Morgan unless they were a victim or witness. He advised that he could assure everyone that he is extremely well known to the police officers of this county and highly respected. He feels that he has the support of the vast majority of the officers in Accomack County. He also asked who knows better the job that someone does than the police officers that deal every day. He stated that he is glad that they brought Mr. Morgan up and there's a short time until the election. He offered to meet Mr. Morgan and ask what he wants to do and what his aims are. Mr. Poulson told Mr. Morgan that if he didn't look out for Chincoteague he would come back and haunt him.

Mr. Carl Bundick also came before Council to introduce himself as a candidate for the Commonwealth's Attorney position. He stated that he has been described by one of the prosecutors as the bouncing ball in Accomack. He explained that this is because he comes back every day loaded with ammunition and ready to go. He stated that he looks at the crowd and doesn't have to be introduced to everyone. He also stated that he comes to the Town as a person that is offering his candidacy to the Council as the person who will not sit down and have a seat no matter who is sitting on the other side of the table. He added that he has a lot of local friends on the Island. Mr. Bundick stated that he knows Mr. Holland very well with his days at the Eastern Shore News when he wrote sports for them many years ago. He also stated that the local friends aren't friends he just made in the last 2 or 3 years. He stated that he met many of them while working with Mr. Poulson 25 years ago when he started his practice. He mentioned the cases that he and Mr. Poulson tried. He advised that Mr. Poulson has looked at Mr. Bundick and told him that he needed to slow down. He stated that this isn't something that Mr. Poulson taught him. He was taught to work hard, pay attention to the clients and never be willing to say "No". He stated that he and Mr. Morgan have tried more cases together than he cares to. He added that Mr. Morgan wins them and he wins them.

Mr. Bundick also stated that one thing he will do if elected for the Town of Chincoteague is walk the streets with them and not just come up during election time and ask for support. He stated that the County residents don't want a Commonwealth Attorney that only comes around at election time. He stated that he is reaching out to the Town and everyone in Accomack County saying he will come forth and represent them. He also stated that when Chief Mills asks him to come up to Chincoteague then he'll be here. Mr. Bundick stated that in the absence of being

invited he will be here. He also stated that he will be here with his family, friends, everywhere, at the schools and anywhere that there is something going on. He advised that he won't turn and walk away when the cases get tough and the tough need to get going. He stated that Mr. Poulson taught him for many years to play hard and be prepared. He also stated that this is something that he has carried with him that has followed his introduction to practice law in his office. He added that as he has come to know Town Attorney Fox around the courthouse, they all walk everyday into a courthouse when they learn something new. He also stated that this is part of the process.

Mr. Bundick stated that if he has the opportunity to represent Accomack County as the Commonwealth's Attorney he will be back and often. He asked if everyone would give some consideration in their deliberation this fall and vote for him. He introduced himself as Mr. Carl Bundick who lives in Painter and running for Commonwealth's Attorney on November 8th.

Supervisor Tarr thanked Mayor Leonard for having him there this evening. He apologized for missing the meeting last month. He thanked the Town for accepting the gift of land that the Chamber of Commerce sits on. He added that the County had no use for it and didn't know they owned it. He advised that he spoke with Town Attorney Fox earlier and the resolution is on its way for their next Board meeting. He stated that his experience is working with the prosecutors. He also stated that when he went to the jail from doing criminal investigations he thought he was going to be put out to pasture. He stated that then Mr. Spencer Morgan came and he couldn't believe it's only been 5 years, he feels it's been longer than that. He advised that Mr. Morgan would listen to tapes all day of inmates coming back and of intimidating witnesses. He also stated that he was there during the arson. He also stated that the people that were being intimidated were from Chincoteague. He added that Mr. Morgan was bending over backwards to make sure that person wasn't going to get out of jail.

Supervisor Tarr also stated that he couldn't say anything about Mr. Bundick as he was on the opposite side of the fence. He stated that they always respected each other. He added that Mr. Morgan is a go-getter. He also stated that he kept him working on the jail.

OPEN FORUM/PUBLIC PARTICIPATION

Mayor Leonard opened the floor for public comment.

- Ms. Louisa Flemingham, 5112 Main Street, owner of the Captain Timothy Hill house advised she was unable to make the meeting on Thursday regarding the Maddox Campground project. She expressed her objection to changing the C4 district and urged Council to require a conditional use permit.

Mayor Leonard advised that Maddox Campground is going to do a conditional use permit.

- Mr. Mike Tolbert, 4491 Chicken City Road, stated that he has been to his share of Council meetings and Board meetings. He knows that the podium is where everyone goes to complain. He advised that he has been a citizen here for 54 years and a business owner. He stated that he and Mr. Holland came to point out something to Council. He advised that the Town has wonderful employees at the Town of Chincoteague. He mentioned an episode last

week with the standing flood waters that were flooding the high school and having to cancel school for the day. He stated that with one phone call Public Works Director Spurlock was there with staff to set up a pump and all the hose they needed. He stated that it saved the school a couple thousand dollars in damages. He reported that they pumped that night from about 8:30 p.m. until almost 10:00 p.m. He added that they got ahead of it and it helped them out. Mr. Tolbert stated that this isn't the only time they've come to the Town. He stated that when the tides are high and the winds are blowing northeast he will call the Town office, it doesn't matter who answers the phone. He stated that he will ask if the causeway will be closed that day and he always gets the response that they aren't quite sure but they'll call him back when they hear something. He stated that you know they've already answered this 500 times within the last hour. He added that the answer is the same and is just a pleasant and helpful as can be. He also stated that they will call him back and let him know so they can plan to release school if they have to.

Mr. Tolbert also stated that it's all of the girls in the office. He advised that he has a building background. He stated that working with the Building Administrator here is a different world. He added that he has worked in different localities where there is no cooperation between the building office and contractors. He also stated that there's always cooperation here. He stated that he has answered a lot of alarms with the schools. He advised that the police force is there and they walk the whole school as patient as they can be. He recalled a few years ago when there was an alarm call about 2:30 a.m. He stated that the officer was there to walk through and what they found was the man that delivers milk. He advised that they deliver that time of night and have access to the building. Mr. Tolbert stated that this was different because he had to deliver a new milk cooler. He continued that he was trying to get it into the building by himself and took a different route which set the alarm off. He also stated that at 2:30 a.m. the milk man, the officer and himself carried the milk cooler in and set it up to make sure it was working for the next day. He stated that this is the kind of employees that the Town of Chincoteague has. He added that it dawned on him the other day that with Public Works Director Spurlock and the staff that was helping him out, they thought it would be best to come before Council and tell them this. He also stated that this is usually the place that people come to complain and he's seen plenty of it. He and Mr. Holland wanted to come and thank the Town personally because they appreciate everything they are given from the Town.

Mayor Leonard stated that they are very appreciative of the high school.

Councilman Taylor stated that they are appreciative of all they do. He asked about the track.

Mr. Tolbert stated that they are working on it now.

Mr. Holland stated that he doesn't want anyone to forget him. He stated that this is where he made his living. He thanked Public Works Director Spurlock, Mayor Leonard, Town Attorney Fox, Councilwoman Richardson, Vice Mayor Bowden and Councilman Taylor adding that they've all been good to the school. He stated that the Town doesn't get "thank you" enough. He stated that if it wasn't for the Town they couldn't get those kids in that building. He also stated that he appreciates it and all that they've done for him in his career. He added that they can call if the Town needs something.

- Mr. Scott Bowers, 6355 Pine Drive came before Council regarding the Maddox Campground property. He expressed his dissatisfaction of Mr. Burbage evicting those campers in permanent sites. He also doesn't feel that the 40 jobs for high school kids will be filled by students as it has been hard for multiple businesses to hire more employees. He also stated his concerns about medical emergencies that could arise at the waterpark. He stated that he is also concerned that promises made by closing at 6:00 p.m. taking down only 12 trees all of which are fine but down the road what's going to stop changes when they sell the property. He added that given their history in developing they do sell property. Mr. Bowers stated that he hears that one of the primary benefits of the waterpark would be needed activities for the kids. He asked when the Town is going to have enough activities for the kids and visitors. He stated that when they started coming with their families in 1978 there was the water slide with the plastic lady in a bikini. He stated that there are many more activities now than there were back then.

Rev. Susan Norris, 6355 Pine Drive, expressed her concerns about drainage. She mentioned the 10 septic permits for Maddox Campground and the potential enlarging the campground. She mentioned the drainage problems at the traffic circle. She commented further and stated that they are listening to a bunch of sales talk from a developer who is coming in to develop that place in 2 or 3 years and abandon it just like the Jackspot. She thanked Council for the privilege of allowing her to speak.

Mayor Leonard closed the open forum.

STAFF UPDATE

Police Department:

Chief Mills advised that the report is in the packet. He stated that things have slowed down a lot. He reported on the Annual Poker Run which was successful. He stated that the weather helped the turnout to be higher. He added that overall it was a success. He also stated that it will help them do things that they want to do around Christmas time, scholarships and other things they do to help people throughout the year. Chief Mills introduced the 3 new officers; Mr. Tyler Marks, Mr. Andrew Miller and Mr. Sean Lenhoff who will be attending the police academy in January.

Public Works Department:

Public Works Director Spurlock reported that just about the time the Town almost recovered from the rain shower last Thursday, the water main on Maddox Boulevard decided to turn loose. He reported that they lost almost 250,000 gallons of water and pressure in the system. He advised of the structural damage to the road. He stated that it is safe to drive on but, will require repair. He stated that he will keep everyone posted. He offered to answer questions.

Councilman Taylor commended the Public Works Staff who worked on the leak on a Sunday. He feels, like Mr. Tolbert and Mr. Holland said, that you can't find that anywhere else. He stated that what it would cost the Town to have a group come from Norfolk on a Sunday would cost 6 months of these men's salaries. He asked Public Works Director Spurlock to thank them from the bottom of Council's heart. He advised that he talked with them while they were turning and burning. He stated that they do have an awesome group of workers.

Public Works Director Spurlock stated that they also appreciated the ice cream.

Councilman Taylor stated that it was his pleasure.

Mayor Leonard asked if they were able to get any film of the flooding at the bridge.

Public Works Director Spurlock stated that he wasn't aware of it. He added that he has a lot of still photos but no videos. He stated that Clark Nexsen had to send out a right-of-entry request to the property owners and there's a 15 day waiting period. He stated that everything is on schedule and they'll come in mid-October to do the initial survey of the properties to begin a determination of the fixes.

General Government:

Town Manager Ritter stated that there were 72 EMS calls for September 2016 which is 21 less than September 2015. He also stated that there were 30 ALS calls, 26 BLS calls and 16 other calls. He reported that the ANTARES launch is scheduled for October 9th at 10:47 p.m. He stated that each day that it is delayed it is 22 minutes earlier. He also stated that Mrs. Hooper and Finance Director Hipple attended a tax collection course conducted by the Virginia Treasurers Association. He advised that this was an excellent course and plans to send others in the office including himself when it becomes available again. He stated that the newsletter has been finalized and should be in the October 24th Beacon. He stated that the notice to proceed with Springstead for a compensation study has gone out. He advised that they should have a final report December 16th so they can start putting the figures together for the budget. He stated that they were awarded the Sarbains grant and will now put the documents with it.

Mayor Leonard asked if Public Works Director Spurlock has heard from ANEC.

Public Works Director Spurlock stated that they assured they would start this week.

Planning Department:

Town Planner Marney advised that there is nothing new in the general business. He stated that he has submitted another reimbursement request of \$38,000 from the Safe Routes to Schools Project. He also stated that he completed the training for the certification for the Flood Plain Managers Program participation in the CRS program through FEMA. He reported that the next Planning Commission meeting will be on the 11th and they will go through the developer review and participation agenda item from the previous meeting. He also stated that they will have a discussion about the Tattoo Parlor Ordinance. He added that it's something that needs to be addressed per the VML attorney and Town Attorney Fox. He also stated that they have an update from the Wastewater Advisory Committee on the progress with the contractor.

Mayor Leonard asked when the Wastewater Advisory meeting.

Town Planner Marney responded that it will be this Thursday, October 6th at 9:00 a.m.

Councilman Frese asked about the \$38,000.

Town Planner Marney responded that this was a reimbursement request from the Safe Routes to Schools Program.

Mayor Leonard explained that it is the trail from the high school to the elementary school.

Councilwoman Richardson asked about the decrease in meals tax and occupancy tax revenues.

Town Manager Ritter stated that the Town is still ahead of the budget. He was unsure as to why the revenue was down. He stated that they were in the positive in transient occupancy tax last month and low in the meals tax. He stated that the ANTARES launch is coming and will help.

Mayor Leonard mentioned the Oyster Festival.

Vice Mayor Bowden added that they also have the fall pony round-up.

AGENDA ADDITIONS/DELETIONS AND ADOPTION

Councilwoman Richardson motioned, seconded by Vice Mayor Bowden to adopt the agenda as presented. Unanimously approved.

1. Adoption of the Minutes

- **Regular Council Meeting of September 6, 2016**
- **Council Workshop Meeting of September 15, 2016**

Vice Mayor Bowden motioned, seconded by Councilman Frese to adopt the regular Council meeting minutes of September 6, 2016 and the Council workshop meeting minutes of September 15, 2016 as presented. Unanimously approved.

2. Public Safety Committee Report of August 2, 2016

- **Adoption of 15mph from U.S. Post Office to White Street on Main Street**

Mayor Leonard advised that they were looking at changing the speed limit through town to 15 mph.

Public Works Director Spurlock advised that he spoke with VDOT and the statewide minimum speed limit is 25. He stated that before they can change it, there has to be a traffic study which can be done by Mr. David Spowen for \$3,900. He also stated that the cost is eligible to be covered under the Urban Maintenance Program. He explained that they can put out the speed tubes to record the speeds through Town. He stated that they base it on the fact the most drivers realize they need to slow down and the amount of pedestrian traffic we have in Town. He stated that the justification for that is pedestrian verses vehicle. He explained that they just need to go through the process with VDOT and this will be done in the spring.

Councilman Taylor asked Chief Mills what their study showed.

Chief Mills advised they weren't able to get the statistics. He stated that they put the sign out to see how fast they were going but because of the age of the software they were unable to get the information. He also stated that he spoke with Councilwoman Richardson about trying to get updated software so they can get the numbers. He added that there haven't been any problems in the downtown area. He stated that he has discussed this with Public Works Director Spurlock and with the design of the streets they slow down anyway. He also added that they don't usually

sit there with radar. He stated that if they're going 25 through there it looks like they're moving faster than they really are.

Councilman Frese asked what the software upgrade would cost.

Chief Mills advised that he was unsure. He stated that it would give time and speed to compile information to make the decision. He stated that he will get a cost on the upgrade.

3. Budget and Personnel Committee Report of September 13, 2016

Councilman Ellis stated that Finance Director Hipple shared information regarding the insurance program. He stated that this is to consider allowing localities to participate if they wish to do so. He believes they were aware that when the Town gives a COLA to the employees much if not all of the COLA goes to the increases of the healthcare that they have to cover. He explained that this particular plan will enable localities to participate in the same program that the state employees participate in. He stated that it would benefit the employees because they will pay less out of pocket with a significant increase in the cost to the locality. Councilman Ellis also stated that they require at least 500 employees across the state to participate in this. He stated that no commitment has to be made by any locality until December of 2017. He added that if this program is accepted it won't go into effect until July 2018. He also stated that they asked Finance Director Hipple to get a lot more information from the state and conduct an analysis about what the increase costs and where the Town would be if they choose to go that route.

4. Cemetery Committee Report of September 20, 2016

Councilwoman Richardson reported that one of the discussions was creating an ordinance for maintenance of the cemeteries. She explained that years ago there were donations to help keep some of the cemeteries cut. She added that the donations are drying up and in order to make sure that the cemeteries are maintained the Town has to enact an ordinance that says the Town would be responsible to maintain the grass, weeds and other foreign growth according to Chapter 22, Environment, Article 6 on the following cemeteries: Mechanics, Daisey, Greenwood, Redman and Bunting. She stated that this is the Committee's recommendation to Council. She also stated that if Council approves, they can send it to the Ordinance Committee for review.

Mayor Leonard stated that the Cemetery Committee can send it to the Ordinance Committee and they can make their decision to send to Council for final approval.

Councilwoman Richardson mentioned the current weed ordinance. She commented further. She advised that since 2000 the Cemetery Committee has been the most active Committee of the Town Council. She added that the cleanup week will be November 12th – 18th and the 12th is the cleanup day. She advised they will be at the Taylor and Birch Cemetery on Smith Street and School Street. She stated that they will bring the proclamation next month.

5. Resolution for a USDA, Rural Development Grant for Police In-Car Cameras

Town Manager Ritter stated that this is regarding a grant the Town has been applying for over the last 2-3 years. He advised that they have \$40,000 in the budget for the cameras. He stated that they didn't expect the grant and were told they would get \$21,600 in the grant money which will go toward the in-car cameras. He added that they will be able to save \$21,600. He stated

that they have to match it with \$17,775 which totals \$39,375 and they have \$40,000 with a savings of \$21,600.

Councilman Frese motioned, seconded by Councilwoman Richardson to adopt the Resolution for a USDA, Rural Development Grant for Police In-Car Cameras. Unanimously approved.



**RESOLUTION OF GOVERNING BODY OF
Town of Chincoteague**

The governing body of the Town of Chincoteague, consisting of six members, in a duly called meeting held on the 3rd day of October, 2016, at which a quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED that, in order to facilitate obtaining financial assistance from the United States of America, United States Department of Agriculture, Rural Development, (the Government) in the development of a Police Car Cameras Purchase to serve the community, the governing body does hereby adopt and abide by the covenants contained in the agreements, documents, and forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the Town Manager of the Town of Chincoteague be authorized to execute on behalf of the Town Council the above-referenced agreements and to execute such other documents including, but not limited to, debt instruments and security instruments as may be required in obtaining the said financial assistance. This Resolution, along with a copy of the above-referenced documents, is hereby entered into the permanent minutes of the meetings of this Board.

Town of Chincoteague

By: _____
John A. Leonard, Mayor

Attest _____
Denise P. Bowden, Vice Mayor

CERTIFICATION

I hereby certify that the above resolution was duly adopted by the Town Council of the Town of Chincoteague in a duly assembled meeting on the 3rd day of October, 2016.

6. Chincoteague Hometown Heroes/Military Banner Program

Mayor Leonard advised that it's coming time for Council to renew the Hometown Heroes/Military Banner Program. He referred to a letter from the VFW in the packet to continue next year and to expand by adding more banners.

Councilman Frese motioned, seconded by Councilwoman Richardson to continue the Chincoteague Hometown Heroes/Military Banner Program. Unanimously approved.

7. Mayor & Council Announcements or Comments

Councilwoman Richardson stated that she discussed this with Public Works Director Spurlock and there was a lady earlier discussing filling in yards. She stated that there doesn't seem to be anything between property owners to put a swale or ditch in to catch some of the water to keep from flooding other properties. She suggested sending this to the Planning Commission. She feels there should be a provision to have a ditch or swale to keep from flooding other properties.

Councilman Frese believes this is state law that if you fill a property you have to provide a means of carrying off of storm water and rain water. He stated that they should have one anyway.

There were comments.

Councilman Taylor thanked the Public Works Department. He stated that he knows they would rather be home watching a football game but came out sweating to make a repair to the waterline. He asked Public Works Director Spurlock to tell them how appreciated they are.

8. Closed Meeting in Accordance with Section 2.2-3711(A)(1) of the Code of Virginia

• Personnel Matters

Councilman Frese moved, seconded by Councilwoman Richardson to convene a closed meeting under Section 2.2-3711(A)(1) of the Code of Virginia to discuss personnel matters. Unanimously approved.

Councilman Ellis moved, seconded by Councilman Frese to reconvene in regular session. Unanimously approved.

Councilman Taylor moved, seconded by Councilman Frese to adopt a resolution of certification of the closed meeting.

WHEREAS, the Chincoteague Town Council 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; and

WHEREAS, Section 2.2-3711(A)(1) of the Code of Virginia requires a certification by this Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Chincoteague Town 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 Town Council.

VOTE: Ayes- Bowden, Richardson, Frese, Taylor, Ellis, Lewis
Nays- None
Absent- None

9. Councilman Taylor motioned, seconded by Councilman Lewis to give the Town Manager a two percent cost of living increase. Motion carried.

Ayes: Bowden, Richardson, Lewis, Frese, Taylor
Nays: Ellis
Abstain: None

Adjourn

Councilman Frese motioned, seconded by Councilman Taylor to adjourn. Unanimously approved.

Mayor

Town Manager

MINUTES OF THE OCTOBER 20, 2016
CHINCOTEAGUE TOWN COUNCIL WORKSHOP MEETING

Council Members Present:

J. Arthur Leonard, Mayor
Denise P. Bowden, Vice Mayor
Ellen W. Richardson, Councilwoman
Ben Ellis, Councilman
James T. Frese, Councilman

Council Members Absent:

Edward W. Lewis, Jr., Councilman
Gene W. Taylor, Councilman

CALL TO ORDER

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

INVOCATION

Councilman Ellis offered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Leonard led in the Pledge of Allegiance.

AGENDA ADDITIONS/DELETIONS AND ADOPTION

Councilwoman Richardson motioned, seconded by Councilman Frese to adopt the agenda as presented. Motion carried.

Ayes: Frese, Bowden, Ellis, Richardson

Nays: None

Absent: Lewis, Taylor

1. Review Balance Sheets and Revenue & Expenditure Sheets

Finance Director Hipple advised that Councilman Ellis requested that she come to explain and go over the budget reports. She reviewed the balance reports along with the revenue & expenditure reports in detail.

There were questions and brief comments.

Councilman Frese and Public Works Director Spurlock asked when a budget amendment was required.

Finance Director Hipple explained that it is required when the change that Council would be making surpasses 1%. She stated that because the item exceeds 1% of the general fund's budget it is required to have a public hearing.

There was further discussion and explanations.

2. Scheduling of a Public Hearing to Amend FY '17 Budget

Mayor Leonard advised that there was a Budget and Personnel Committee meeting. He stated that they were approached by the Fire Company to continue with the part-time EMS. He explained that this has been a joint financial expense all summer. He stated that because of the

increase in calls they would like to make this permanent. He added that this is due to the declining volunteerism. He also stated that the Budget and Personnel Committee also feels it should be fully staffed.

Town Manager Ritter discussed what is currently budgeted.

There was further discussion about funding and need.

Council agreed to schedule a public hearing for November 7th, 2016 at 7:00 p.m.

3. Discuss the Custodial Contract Bids

Public Works Director Spurlock advised that one bid was received on September 20th for the Custodial Contract. He commented on a couple of deficiencies over the last year or two. He stated that this has been addressed. He stated that the bid was from Alliant Support Services at \$15,298 which is over \$400 more than the contract amount over the last few years. He explained that it is a one year base contract. He recommended awarding the contract to Alliant Support Services.

Councilman Frese motioned, seconded by Councilwoman Richardson to approve the custodial contract bid from Alliant Support Services in the amount of \$15,298 for one base year with 2 one year option periods. Motion carried.

Ayes: Frese, Bowden, Ellis, Richardson

Nays: None

Absent: Lewis, Taylor

4. Discuss Fall Paving Project Contract

Public Works Director Spurlock advised that they received a bid from Branscome Eastern Shore in the amount of \$36,127.20 to prep and apply two applications of tar and chip to Woodland Drive and Rosedale Drive. He advised that there is a short window because of the temperatures.

Vice Mayor Bowden motioned, seconded by Councilwoman Richardson to accept the bid from Branscome Eastern Shore in the amount of \$36,127.20 for the fall paving contract to tar and chip Woodland and Rosedale Drives. Motion carried.

Ayes: Frese, Bowden, Ellis, Richardson

Nays: None

Absent: Lewis, Taylor

5. Council Member Comments

Vice Mayor Bowden stated that there is a lot of rust on the building. She asked if there is anything that can be done.

Public Works Director Spurlock advised there is a deficiency in the siding which shouldn't be doing this in 20 years. He stated that this isn't an insignificant expense. He hopes they'll have a good number to include in the next budget.

Vice Mayor Bowden also mentioned that the Town's website has a lot of room for improvement. She feels it's a very generic site. She asked who handles the website.

Town Manager Ritter advised that this website gives staff the ability to add information. He also stated that there are things that need to be added by Mr. Eric Schuster with Fresh Look Designs who created the website. He advised that it is currently up to date. He also stated that he and Administrative Assistant Lewis has gone through it to make sure it is current. He added that it depends on what they want to put into it.

Vice Mayor Bowden feels it would be nice to update the pictures.

Town Manager Ritter stated that they were recently discussing to add updated pictures and change them from time to time.

Vice Mayor Bowden feels it needs to be spiced up and not look so generic. She would like it to have more about Chincoteague.

Mayor Leonard commented.

Vice Mayor Bowden advised that Mr. Schuster did the Fire Company's site. She stated that when you click on it there are pictures. She stated that every time she clicks on the Town's website there's nothing. She feels it needs attention.

Adjourn

Councilman Frese motioned, seconded by Vice Mayor Bowden to adjourn. Motion carried.

Ayes: Frese, Bowden, Ellis, Richardson

Nays: None

Absent: Lewis, Taylor

Mayor

Town Manager



MEMORANDUM
Town of Chincoteague, Inc.

Date: November 1, 2016
 To: Mayor and Council
 From: Robert Ritter, Town Manager
 Subject: Budget Amendment Public Hearing

The Chincoteague Volunteer Fire Company approached the Budget and Personnel Committee at their meeting on October 18, 2016, to discuss the continuing of the part-time EMS. They explained that it has been harder to get the volunteer to respond due in part of the smaller amount of volunteers. They stated that “the Town made a huge positive impact on emergency care responses during the summer by funding part-time professional staff from Memorial Day through Labor Day. The fire Company paid to extend the staffing from Labor Day through Columbus Day. At this time the Fire Company finds itself in a situation where the volume of calls is still heavy and the demand to answer these calls now falls back on our volunteers, some who are not responding.”

The Budget and Personnel Committee voted to recommend to the Town Council for an amendment to the FY’17 budget. This amendment will require a public hearing prior to adoption in accordance with Code of Virginia 15.2-2507. The recommendation from the Committee is to transfer \$90,000.00 from the Town’s Long-Term Savings to fund additional EMS part-time personnel from now until Memorial Day 2017 for coverage of Emergency Medical Services. The \$90,000 is over 1% of the General Fund Budget for FY’17.

| TOWN OF CHINCOTEAGUE, INC | | | | | |
|------------------------------------|----------------|-----------|-----------------|----------------|------------|
| FY'17 BUDGET AMENDMENT | | | | | |
| PUBLIC HEARING | | | | | |
| NOVEMBER 7, 2016, 7 P.M. | | | | | |
| 6150 COMMUNITY DRIVE | | | | | |
| CHINCOTEAGUE ISLAND, VA 23336 | | | | | |
| BUDGET AMENDMENT FY'17 | | | | | |
| NAME | ACCOUNT NUMBER | TYPE ACCT | ORIGINAL BUDGET | AMENDED BUDGET | DIFFERENCE |
| GENERAL FUND 10 | | | | | |
| TRANSFER FROM GENERAL FUND SAVINGS | 10-4701-1000 | REVENUE | \$214,000 | \$304,000 | \$90,000 |
| SALARIES - EMERGENCY MEDICAL STAFF | 10-5010-1002 | EXPENSE | \$315,165 | \$405,165 | \$90,000 |
| | | | | | |

Staff recommends amending the Fiscal Year 2017 budget to include a \$90,000 transfer from general fund savings to fund 10 and add the EMS salaries expense line item of \$90,000.

MINUTES OF THE WASTEWATER ADVISORY COMMITTEE MEETING

TOWN OF CHINCOTEAGUE, VIRGINIA

October 6, 2016 - 9:00 A.M. – Town Office Conference Room - Town Hall

COMMITTEE MEMBERS PRESENT:

Mr. Spiro Papadopoulos, Chairman
Mr. Ray Rosenberger
Mr. Kelly Conklin
Mr. Scott Chesson
Mr. Tommy Clark

ADDITIONAL STAFF PRESENT:

Robert Ritter, Town Manager
Harvey Spurlock, Public Works Director
Ronald Marney, Planning Director

CALL TO ORDER

Chairman Papadopoulos called the meeting to order at 9:05 AM.

ROLL CALL

All members were present except for Mr. Tolbert. Town staff were in attendance as well.

AGENDA REVIEW/DISCLOSURES

Chairman Papadopoulos reviewed the agenda which was motioned to be approved as is by Mr. Conklin and seconded by Mr. Clark.

1. Review of the WAC & Planning Commission By-Laws.

Chairman Papadopoulos reviewed the by-laws stating he wanted to ensure all members were aware / informed of them.

Mr. Ritter inquired into the term length for committee members and the by-laws themselves. Chairman Papadopoulos stated that both last for one (1) year. Mr. Ritter advised that the issue of renewal would be addressed during the December Town Council Meeting. Chairman Papadopoulos added that Mr. Ritter should check with all current members to ensure they wish to continue to serve prior to this meeting.

2. Update on the WAC Ad-Hoc Committee's Work in Professional Services Firm Selection & Contract Negotiations.

Chairman Papadopoulos outlined the process and the group's progress to date ending with the current proposal from Duffield Associates.

3. Review Associates Proposal and Possibly Forward to Planning Commission.

Chairman Papadopoulos stated that the negotiations with Duffield were successful and that the committee needed to review the proposal and if satisfied forward with a recommendation to the Planning Commission. Chairman Papadopoulos outlined three (3) main tasks. The first was the bill type which is time card with a not to exceed limit. Councilman Ellis asked for clarification that this would not mean fixed fee. Chairman Papadopoulos stated it was not. The second task was the contract type. Chairman Papadopoulos stated that the contract type to be used was an industry standard. The third task was the manpower hours. The hour's breakdown was provided in the agenda packet and reviewed by Chairman

Papadopoulos. Mr. Conklin inquired into how certain Duffield was that they would be able to obtain a permit. Chairman Papadopoulos stated that they were fairly confident though obviously there are no guarantees. Chairman Papadopoulos then asked the committee if they were satisfied to which all members present stated they were. Mr. Conklin motioned to forward to the Planning Commission with a recommendation to proceed. This was seconded by Mr. Clark.

4. Committee Member Announcements or Comments.

No committee members had comments. Chairman Papadopoulos invited the public present to participate.

Jim White spoke asking who the single primary point of contact was for the Town (as stated in the proposal). Chairman Papadopoulos stated Mr. Spurlock was but that others would also be in regular contact. Mr. White inquired into the source of funding for the project. Chairman Papadopoulos stated it was a combination of funds allotted by the Town and a \$10,000 grant provided by the Chamber of Commerce. Mr. White then asked about the billing frequency for the project. Chairman Papadopoulos informed him that it would be monthly. Mr. White also asked about the 30 day response time stated on the proposal. Chairman Papadopoulos informed him that it was irrelevant since the firm was informed that the Town will be following Virginia Procurement Law in its responses and response times.

David Johnson spoke next inquiring if the committee knew the disposal locations. Chairman Papadopoulos stated it was too early in the process to know but that the firm would be identifying that. Mr. Clark added that he would be monitoring that aspect closely as well.

Mrs. Knight spoke asking if the discharge into fowling gut had indeed been ruled out. Chairman Papadopoulos stated that it had based on the recommendation of all firms that were interviewed. He added that the water flow in the gut was the primary reason for this.

Wanda Thornton was the next to speak. She asked for clarification on the project extent. Chairman Papadopoulos stated it was from the intersection of Main Street & Maddox Boulevard up the corridor. Mrs. Thornton then asked how this would work with the Burbage's operation on Main Street. Chairman Papadopoulos stated that was not covered at this time but could in the future. Mr. Rosenberger added that the Burbage's wastewater system on Main Street would not prevent another from going in on the same street. Mrs. Thornton then advised that this be advertised in the paper to ensure the resident were properly informed. Mrs. Thornton then asked if the Burbages were involved in this process. Chairman Papadopoulos stated they were not. Mr. Rosenberger added that last he had heard the Burbages planned to handle their wastewater for the Maddox Campground on site. Mr. Marney stated that with no submittal on that project discussion was mute since it would all be hear-say and not truly productive.

Ron Mason inquired into the ability to have the discharge permit approved to accommodate more of the island in the event that there are expansions of the collection system in the future. Chairman Papadopoulos indicated that they would be hesitant to change the scope of the project due to increased costs but that this would by and large be addressed by the study conducted by the firm.

ADJOURN

Mr. Conklin motioned to adjourn. This was seconded by Mr. Clark.



MEMORANDUM

Town of Chincoteague, Inc.

Date: November 7, 2016
To: Mayor & Council
From: Planning Commission
Subject: Duffield Associates Proposal / Contract

This memo provides an overview of the Wastewater Advisory Committee's (WAC) review of a proposal/contract with Duffield Associates. Duffield will be engaged to obtain affirmation from the Virginia Department of Environmental Quality (DEQ), that a NPDES permit, for the overboard discharge of wastewater effluent, is obtainable.

The Wastewater Management Plan, which became the basis for the WAC's ongoing efforts, was adopted in June of 2013. The plan focused on the feasibility of a centralized system for the Maddox Boulevard and Main Street corridors.

The WAC has determined subsequent phases will require the acquisition of professional engineering services. The acquisition process began with the development of a Request for Qualifications (RFQ). The RFQ was advertised in accord with the Virginia Public Procurement Act. Responding firms met with a panel to answer questions and present their qualifications. All firms were then graded and ranked. Duffield associates received the highest ranking. Scope and fee negotiations were successfully completed with Duffield Associates.

The proposed contract scope of work, as defined, is the next logical step in determining the feasibility of a central treatment facility on the Island. The results of the study will determine the economic feasibility of effluent disposal. The proposed contract with Duffield is based on the Engineers Joint Contract Document Committee (EJCDC) E520. The contract is time card based with a not to exceed limit. Duffield will be paid for hours worked as opposed to a lump sum. The not to exceed value will not increase unless the mutually agreed upon scope of work changes.

The WAC voted to forward the contract, with a recommendation for approval, to the Planning Commission on October 6, 2016, The Planning Commission reviewed the contract on October 11, 2016. The Planning Commission concurred and voted to forward the proposal to the Town Council for approval. Contract funding, to include a grant from the Chamber of Commerce, has been specifically set aside for this project. Subsequent phases may include public outreach, location of potential funding sources and system design.

The Planning Commission, Wastewater Advisory Committee, and Town Staff recommend approval of the proposed contract with Duffield Associates.



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Fax(703) 736-4225
e-mail: aschwartz@nspe.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form (“Short Form”) is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC C-200, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC C-200 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 2, 2016 ("Effective Date") between Town of Chincoteague, Inc. ("Owner") and Duffield Associates, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Wastewater Infrastructure Planning Services ("Project").

Engineer's services under this Agreement are generally identified as follows: Provide the engineering and technical services as shown in the attached Exhibit A.

Owner and Engineer further agree as follows:

1.1 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: 24 weeks from the effective date.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall have the responsibilities set forth in the attached Exhibit B.

2.1 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.1, 2.2 (Services), and 2.3 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.22 *Basis of Payment* Hourly Rates Plus Reimbursement Expenses

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated not to exceed \$5,000,000.

2.23 *Additional Services*: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.1 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 30 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.1.1.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.1.A.1.a if the party receiving such notice begins,

within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- 2. In the event of any termination under Paragraph 3.1, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.1 Successors, Assigns and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.1.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.1 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants.
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer.
 - 4. such limited license to Owner shall not create any rights in third parties.

- 2. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- 3. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- 4. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 15C of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements or (4) providing legal advice or representation.

6.1 *Entire Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.2 *Definitions*

- A. *Constructor* Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces,

utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- 2. *Constituent of concern* Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") (b) the Hazardous Materials Transportation Act, 49 U.S.C. 5101 et seq. (c) the Resource Conservation and Recovery Act, 42 U.S.C. 2601 et seq. ("RCRA") (d) the Toxic Substances Control Act, 15 U.S.C. 2601 et seq. (e) the Clean Water Act, 33 U.S.C. 1251 et seq. (f) the Clean Air Act, 42 U.S.C. 7401 et seq. or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

2.1 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates, Exhibit A and Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner [redacted]

Engineer Duffield Associates, Inc.

By [redacted]

By



Print name [redacted]

Print name: D. Dwight Walters

Title [redacted]

Title Division Director

Date Signed [redacted]

Date Signed October 7, 2016

By



Print name Lee J. Beetschen

Title Senior Consultant

Date Signed October 8, 2016

Address for Owner's receipt of notices

Address for Engineer's receipt of notices

[redacted]

144 S. Governors Ave.

Dover, DE 19904

APPENDIX 1

DUFFIELD ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Effective July 1, 2016

| <u>Professional</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| Staff Scientist/Junior Engineer í í í í í í í í í í í ... | \$ 76.00 ó \$104.00 |
| Project Scientist/Project Engineer í í í í í í í í í í .. | \$111.00 ó \$124.00 |
| Project Manager/Senior Scientist/Senior Engineer í í í í | \$139.00 ó \$151.00 |
| Senior Consultant/Senior Scientist/Senior Engineer í í í .. | \$161.00 ó \$173.00 |
| Senior Consultant/Principal í í í í í í í í í í í í í í | \$184.00 ó \$197.00 |
| Senior Principal í í í í í í í í í í í í í í í í í í .. | \$221.00 ó \$254.00 |

| <u>Technical</u> | |
|--|---------------------|
| Technician í í í í í í í í í í í í í í í í í í í .. | \$ 45.00 ó \$ 76.00 |
| Senior Technician í í í í í í í í í í í í í í í í í í .. | \$ 85.00 ó \$109.00 |

| <u>Administration</u> | |
|---|----------|
| Administrative í í í í í í í í í í í í í í í í í í í .. | \$ 61.00 |
| Administrative Manager í í í í í í í í í í í í í í í í í .. | \$102.00 |
| Senior Administrative Manager í í í í í í í í í í í í í .. | \$139.00 |

Subject to increase on July 1, 2017. Please refer to the General Contract Conditions.

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2016.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions—a hydrograph controlled release (HCR) to Chincoteague Inlet.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which

will be separately itemized; opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit A, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and is as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
Contact and attend meetings with the Virginia Department of Environmental Quality and the Virginia Institute of Marine Sciences with the goal of verifying that a NPDES permit can be obtained for an ICD to the Chincoteague Inlet.
 - a. Evaluate existing data and models to select the most suitable model.
 - b. Perform field reconnaissance of inlet flow patterns and velocities to provide for a preliminary calibration of the model.
 - c. Prepare the model and run preliminary simulations.
 - d. Prepare a preliminary report with simulation results and findings.
15. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 16 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any

other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's comments.

2. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 2, 2016.

Owner's Responsibilities

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B.
 - 1. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
 - 2. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of
 - a. any development that affects the scope or time of performance of Engineer's service.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface

- structures at the Site hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- ~~8. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~
9. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
10. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit 7 the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit 7 that is to be mutually agreed upon and made a part of this Agreement before such services begin.
11. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems

appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

M. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

N. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

~~Q. Place and pay for advertisement for bids in appropriate publications.~~

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

~~Q. Attend and participate in the pre bid conference, bid opening, pre construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~

Q. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

S. Perform or provide the following: It will be the responsibility of Chincoteague to provide:

1. A single primary point of contact.

2. Documents and information as follows:

- a. Proposed Sewer System, Town of Chincoteague, Preliminary Engineering Study dated April 1, 2012.
- b. Town of Chincoteague Water Supply Plan.
- c. Development and Redevelopment Potential Town of Chincoteague.
- d. Water distribution system plans, preferable in AutoCAD.
- e. Identify suitable sites for the wastewater treatment facility.
- f. Identify the proposed direct beneficiaries of the project.

Public Works Committee Meeting

October 04, 2016

MINUTES

Members Present:

Hon. Ellen Richardson, Chairwoman
Hon. Edward Lewis, Councilman
Hon. Arthur Leonard, Mayor

Also Present:

Hon. Ben Ellis, Councilman
Mr. Robert Ritter
Mr. Harvey Spurlock
Mr. and Ms. Rosenberger

Chairwoman Richardson called the meeting to order at 5:00 pm.

Public Participation

None

Agenda Adoption

Mayor Leonard motioned the agenda be adopted. Councilman Lewis seconded the motion. The agenda was unanimously adopted.

1. Fall Paving

Mr. Spurlock explained to the committee fall paving would be limited to chip and tar due to the lack of available asphalt. In light of this fact he proposed applying chip and tar to Woodland and Rosedale Drives. Mr. Spurlock stated both roads could be resurfaced for approximately \$35,000 which is roughly one third the cost of asphalt concrete.

Mayor Leonard asked if the procurement process could be accelerated given the approaching colder weather. Mr. Spurlock stated a sole source procurement with Branscome. Inc. could be justified given the expected contract value and lack of alternative sources in the area.

Mayor Leonard motioned Mr. Spurlock be directed to prepare contract documents and present them to full Council at the October 20th workshop. Mr. Lewis seconded the motion which was unanimously approved.

2. Questions/Comments

Mr. Spurlock advised the committee elevation surveys for the Main/Maddox intersection

flooding study would begin as soon as the waiting period for right of entry notifications was complete. The anticipated start date is on or about October 12.

He also told the committee the Town's storm water engineer had revisited the Hallie Whealton Smith outfall and was finalizing the design for this project. Construction bids will be solicited when the design is complete.

Ms. Richardson inquired as to the status of the Safe Routes to School project lighting. Mr. Spurlock stated ANEC was scheduled to begin the work this week but was delayed due to the flooding in that area. Work should begin as soon as the water recedes.

Ms. Richardson also asked when the additional lighting on the east end of Maddox Blvd. would be installed. Mr. Spurlock explained the requisite easements had been obtained allowing the work to proceed in the immediate future.

Mayor Leonard motioned the meeting be adjourned at 5:15 p.m.. Councilman Lewis seconded the motion. The meeting was adjourned.

**MINUTES OF THE
RECREATION & COMMUNITY ENHANCEMENT
COMMITTEE MEETING
OCTOBER 11, 2016 AT 5:00 P.M.**

Members Present:

Ms. Denise Bowden, Chairman
Mr. Bob Conklin
Mr. Gene Wayne Taylor, Councilman
Ms. Donna Leonard
Mr. David Johnson
Mr. Eddie Lewis, Councilman

Members Absent:

Mr. Eddie Lewis, Councilman

Others Present:

Mr. Ben Ellis, Councilman
Mrs. Ellen Richardson, Councilwoman

Staff Present:

Robert G. Ritter, Jr, Town Manager
Harvey Spurlock, Public Works Director
Ronald Marney, Town Planner

Call to Order

Chairman Bowden called the meeting to order at 5:00 p.m.

Public Participation

There was no public participation.

Agenda Adoption

Mr. David Johnson motioned, seconded by Mr. Bob Conklin to approve the agenda.
Unanimously approved.

1. Discuss Mariners Point

There has been no contact with Mr. Barry Abell in resolving the issue of the monuments at Mariners Point.

Ms. Donna Leonard asked if the payment of the memorials was from the Kiwanis or from Mr. Abell. She further asked if it was in fact from the Kiwanis then could they possibly sign the necessary form.

Town Planner Marney said he spoke with Town Attorney Fox and at this time no one could sign but Mr. Abell. He stated he will ask Mr. Fox specifically if it matters if the Kiwanis actually paid for the memorials.

Mr. Van Dame suggested that this matter should be sent to Council for further action.

Councilman Ellis said that the last time he spoke with Mr. Abell that his plan was to come before Council and speak with them about the issue. Due to his work schedule he was unable to attend.

Ms. Donna Leonard motioned, seconded by Mr. Jack Van Dame to forward this matter to Council.

2. Discuss Rules on Boat Ramp Facilities for Kayak Companies

Town Manager Ritter spoke about adding some wording to the current form. There were many suggestions made to help in resolving the issue.

There will be verbiage added on the current Commercial Use of Town Facilities form for the year 2017.

3. Update on Coaches Lane Easement and other Easements to Maddox Blvd

The Town is currently waiting for Mr. Katsetos's signature for the easement from the Corner Mart to Maddox Blvd.

4. Project Updates

Downtown Main Street/Robert Reed Park

Park improvements for the Robert Reed Park Annex has been completed.

Mariners Point

Due to the recent storm breach it has been suggested to rope off the section that was of most concern. This will be completed before the Antares launch that is currently planned for Friday October 14.

Veterans Memorial Park

The kiosk that was planned near the fishing pier describing the pony penning event is awaiting some further information from the Fire Company. Chairman Bowden will be working on this matter.

Hallie Whealton Smith Drive

Branscome has finished construction of the safe routes to school trail. Lighting was supposed to have started this week but due to the recent rain the project is at a standstill until the land dries out.

Donald Leonard Park

Public Work Director Spurlock received an email from Ms. Stacey Hart concerning the cost of the kayak launch. The Committee discussed several ways to help get a launch at the site.

5. Discuss Standard Park Bench Utilized by the Town

Due to the recent rise in cost of the current park benches that the Town currently uses Public Works Director Spurlock suggested the Committee look into another company to purchase benches.

Public Works Director Spurlock will bring some more information to the next meeting.

6. Committee Member Comments

Councilman Taylor stated that the Army Corps of Engineers would like to do another 35 year signup for Mariners Point. This will possibly impact our current spoil site.

Ms. Donna Leonard thanked Public Works Director Spurlock for the signs that were put up letting folks know about the location of the Ocean Blvd. Trail. She also suggested that in 2017 the idea of a dog park should be on the agenda.

Mr. David Johnson asked about the Historic District. He was informed that this matter will be discussed at a future Planning Commission meeting.

Chairman Bowden added that she is also hoping for a dog park. She also discussed her recent research into the matter of the historic district.

ADJOURN

Mr. Jack VanDame motioned, seconded by Mr. David Johnson to adjourn the meeting.

**TOWN OF CHINCOTEAGUE
BUDGET & PERSONNEL COMMITTEE WORKSHOP MINUTES
OF THE OCTOBER 18, 2016 MEETING**

Members Present:

Ben Ellis, Chairman
Gene Wayne Taylor, Councilman
Arthur Leonard, Mayor

Others Present:

Eddie Lewis, Councilman
Jim Frese, Councilman
Billy Joe Tarr
Ollie Reed
Willis Dize
Denise Bowden, Vice Mayor
Ray Rosenberger

Staff Present:

Robert G. Ritter, Jr., Town Manager
Karen B. Hipple, Finance Director
Bryan Rush, EMS Supervisor

Call to Order

Chairman Ellis called the meeting to order at 10:00 a.m.

Roll Call

All Committee members were present.

Open Forum/Public Participation

Mr. Ray Rosenberger stated he felt there was no need to establish an Assistant Town Manager position. He further stated that with the upcoming salary study that there may be an issue with funding the current positions and therefore we don't need another position.

Mr. Billy Joe Tarr suggested that maybe hiring a Human Resource person is a better idea.

Agenda Adoption

Mayor Leonard motioned, seconded by Councilman Taylor to adopt the agenda as presented. All present were in favor.

1. Discuss with the Fire Department on EMT coverage

Mr. Billy Jo Tarr asked for the Town's assistance in hiring additional EMS staff. He read a letter composed by Mr. Ollie Reed giving reasons why this addition is needed.

Vice Mayor Bowden stated when she first came into the fire company 27 years ago that the qualifications to be an EMT weren't as strict as they are now. She also stated that the Fire Company saves the Town revenue and money by having volunteers.

Town Manger Ritter asked if the program needed to start now or would it be okay to start this in July with the new budget. Mr. Ollie Reed stated he would like to have it start now if possible.

Mr. Bryan Rush stated his views on the need for help now.

Finance Director Hipple asked if the fire company would allow the Town to take over the billing for the runs and then give a portion of that back to the Fire Company. Mr. Ollie Reed stated this matter would need to be taken back to the Fire Company for their approval.

Councilman Taylor motioned, seconded by Mayor Leonard to take \$90,000 from the general fund to allow the continuance of additional EMS providers through the Friday before Memorial Day. This matter will be brought before Council for their approval.

2. Discuss Assistant Town Manager Position and Job Description

Town Manager Ritter stated that with the current need of the EMT positions and the upcoming pay scale study he felt as if this position was not needed at the current time. He suggested it be considered in the next 5 year budget process.

Chairman Ellis stated he felt there was no need for the position.

Mayor Leonard stated he also felt that there wasn't a current need.

3. Discuss Time Table for Council Evaluations

Chairman Ellis gave the dates for the Council Evaluations to take place.

4. Review of Employee Handbook Sections 1-3

This matter was postponed until the next meeting due to some other commitments be committee members.

5. Committee Member Comments

Mayor Leonard stated we as the Town are facing the idea of having to take on more of the EMS responsibilities.

Mr. Ray Rosenberger reminded the committee to look at the whole picture instead of just the EMS issue. He stated we have budget concerns as well.

ADJOURN

Mayor Leonard motioned, seconded by Councilman Taylor to adjourn the meeting.

**ORDINANCE COMMITTEE
TOWN OF CHINCOTEAGUE
October 13, 2016 Meeting Minutes**

Committee Members Present

Gene Wayne Taylor, Chairman
Denise P. Bowden, Vice Mayor
Jim Frese, Councilman

Staff Present

Robert G. Ritter, Jr., Town Manager
Ronald Marney, Town Planner

Others Present

Ellen Richardson, Councilwoman
Mayor Arthur Leonard
Mr. Ray Rosenberger

Call to Order

Chairman Taylor called the meeting to order at 5:00 p.m.

Open Forum/Public Participation

There was no public participation.

Agenda Adoption

Councilman Frese motioned, seconded by Vice Mayor Bowden to adopt the agenda. The motion passed unanimously.

1. Discussion for Alteration to Ordinance, Maintenance of Cemeteries

Chairman Taylor discussed the current cutting of the grass. He feels that if they make an ordinance for the cemetery it is as if the Town is making an ordinance against themselves. Councilman Frese stated that you can't use Town funds for the cemetery maintenance unless an ordinance is made concerning the matter. Councilwoman Richardson read the Town Charter which stated the Town is responsible for the maintenance. She stated the Cemetery Committee has tried many ways to get funding all of which have not worked. Councilman Frese motioned, seconded by Vice Mayor Bowden to send the matter of making an ordinance concerning the cemeteries to Council for their approval.

2. Discussion for Alteration to Ordinance, Tattoo Parlor/Body Piercing Salon

The Planning Commission recommended that these businesses be allowed in a commercial district and by a special use permit. Town Planner Marney read the proposed ordinance Sec.18.2. Mayor Leonard asked if there was a way to prevent these businesses in the Downtown Area. Councilman Frese asked for some clarification in the matter. Vice Mayor Bowden spoke of the cleanliness and professionalism of the most reputable tattoo parlors in Salisbury. She continued by saying if someone wanted to open a shop on Chincoteague that she believed they would follow the rules and regulations. Vice Mayor Bowden motioned, seconded by Councilman Frese to take the matter to Council.

ADJOURN

Councilman Frese motioned, seconded by Vice Mayor Bowden to adjourn the meeting.



MEMORANDUM
Town of Chincoteague, Inc.

Date: October 7, 2016
To: Mayor & Town Council
From: Robert Ritter, Town Manager
Subject: Potential Code Amendment to Require the Town to Maintain Cemeteries

The purpose of this memo is to provide an alternative / code modification that would apply the same standards found in Article VI to Article V for specified cemeteries. Doing this would subject the Town to the same standards applied to private property owners. Current Town allots for the Department of Public Works to mow cemeteries three (3) times per year. It should be noted that due to the cemeteries being privately owned the current cutting is not mandated but is undertaken in an effort to beautify the community. This modification would make maintenance mandatory on an as needed basis ensuring that grass, weeds, or other foreign growth be cut once it exceeds ten inches (10") and that the cut shall not exceed five inches (5").

This Code change was first reviewed by the Cemetery Committee. The committee voted to forward the amendment to the Ordinance Committee with the recommendation for approval. The Ordinance Committee reviewed the amendment at the October 13, 2016, meeting. The committee voted to forward the code amendment to Mayor & council with the recommendation for approval. Your review and recommendations regarding the amendment to the Ordinance are requested.

ARTICLE V.

Section 22-158. Maintenance

The Town Public Works Department shall be responsible to maintain the grass, weeds and other foreign growth according to Chapter 22 Environment, Article VI. on the following cemeteries Mechanics/Daisey, Greenwood, Redman, and Bunting.



MEMORANDUM

Town of Chincoteague, Inc.

Date: November 7, 2016
To: Mayor & Town Council
From: Robert Ritter, Town manager
Subject: Potential Code Amendment to Allow Tattoo Parlors & Body-piercing Salons

The current code tattooing and businesses related to tattooing are only addressed in Section 18.2, which states that it shall be unlawful for any person in the town to operate a tattoo establishment or engage in the practice or business of tattooing, as a tattoo operator or as a tattoo artist.

An amendment has been presented to the Ordinance Committee only addressing the issue from a permissibility standpoint. After discussion and review the Ordinance Committee forwarded the issue to the Planning Commission. The modification was reviewed by the Planning Commission at the August 9, 2016 Meeting. After discussion it was decided to be reviewed further and a public hearing held.

The public hearing was held September 13, 2016. The ordinance was discussed and questions over the necessity of accommodating the use arose. The Zoning Ordinance portion of the code modification was voted down and the request was made to the Planning Director that he clarify if the State Code required accommodation of tattoo parlors. The issue was discussed with the Virginia Municipal League's Attorney and Town Attorney both of which confirmed that the current Code doesn't meet the standards of the State Code.

The Code alteration was forwarded to the Planning Commission for additional discussion at the October 11, 2016 meeting at which it was voted to forward to the Ordinance Committee as presented with the intent of pursuing the Zoning Code modification after the main ordinance was passed. The main body of the Code modification was reviewed by the Ordinance Committee for discussion at the October 13, 2016 meeting and was voted to be forwarded to Mayor and Council with the recommendation for approval.

The purpose of the code modification would make body piercing salons, tattoo parlors, and permanent cosmetic tattoo salons permissible while insuring no adverse impacts are incurred by the community. The following draft amended ordinance modifies Section 18.2 of the

Town Code and adds a definition referencing Section 18.2 to the Zoning Code. The modification to Section 18.2 makes body piercing salons, tattoo parlors, and permanent cosmetic tattoo salons permissible and addresses body-piercings at the same time in reflection of the Code of Virginia. The modification of Section 18.2 also adds in additional subsections covering additional definitions, licensing requirements, client guidelines, health requirements, disclosure guidelines, inspections, etc. All modifications reflect the Code of Virginia and reference the appropriate sections.

The code modification is recommended by Town staff because it would make the desired use permissible, would better reflect the Code of Virginia, and would do this without defining specific districts in which the use is permitted by right. By doing this a Conditional Use Permit (CUP) shall be required in order for any tattooing establishment to operate with the Town of Chincoteague. This is important for multiple reasons. The CUP process provides a comprehensive review of the use, a forum for public input, and final approval and condition setting by the Mayor & Town Council. By doing this it allows the use associated with tattooing with set guidelines protecting public health and allowing for inspections with the flexibility for the Mayor and Town Council to add any additional conditions that the individual case may require. This is done while ensuring that the existing character of the Town receives a level of protection and provides an essential outlet for public comments and concerns. Both the Ordinance Committee, Planning Commission, and Town Staff recommend this Code Modification be approved as written. Your review and recommendations regarding the amendment to the Ordinance are requested.

Sec. 18-2. Tattooing; operating tattoo establishment parlor & Body-piercing; body-piercing salon.

(a) Definitions:

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Body piercer means any person who practices body piercing.

Body-piercing salon means any place in which the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature is performed. Body-piercing does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

Master permanent cosmetic tattooer means any person practices permanent cosmetic tattooing known in the industry as advanced permanent cosmetic tattooing including but not limited to cheek blush, eye shadow, breast and scar re-pigmentation or camouflage.

Permanent cosmetic tattoo salon means any place in which permanent cosmetic tattooing is offered or practiced.

Permanent cosmetic tattooer means any person who practices permanent cosmetic tattooing known in the industry as basic permanent cosmetic tattooing including but not limited to eyebrows, eyeliners, lip coloring, lip liners, or full lips.

Permanent cosmetic tattooing means placing marks upon or under the skin of any person with ink or any other substance, resulting in the permanent coloration of the skin on the face, including but not

limited to eyebrows, eyeliners, lip coloring, lip liners, full lips, cheek blush, eye shadow, and on the body for breast and scar re-pigmentation or camouflage; also known as permanent make-up or micropigmentation.

Tattoo means to mark or color the skin by pricking in coloring matter so as to form indelible marks or figures or by the production of scars.

Tattooer see tattoo artist & tattoo operator

Tattoo artist means any person who actually performs the work of tattooing.

Tattoo establishment parlor means any room or space where tattooing is practiced or where the business of tattooing is conducted or any part thereof.

Tattoo operator means any person who controls, operates, conducts or manages any tattoo establishment, whether actually performing the work of tattooing or not.

(b) It shall be unlawful for any person in the town to operate a tattoo & or body-piercing establishment or engage in the practice or business of tattooing & body-piercing, as a tattoo and/or body-piercing operator or as a tattoo and/or body-piercing artist as a commercial application only as permitted within the Zoning Code.

(c) Licensing:

Pursuant the Code of Virginia § 41-50 and § 41-60 any individual wishing to practice as a body piercer, tattoo operator, tattooer, master permanent cosmetic tattooer, permanent cosmetic tattooer, or artists shall be licensed as a body piercer, tattooer, permanent cosmetic tattooer, or master permanent cosmetic tattooer in compliance with § 54.1-703 of the Code of Virginia and must meet all qualifications set in § 41-50-20 and § 41-60-20 of the Code of Virginia.

Pursuant the Code of Virginia § 41-50-160 and § 41-60-120 all licensed body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers shall be required to satisfactorily complete a minimum of five hours of health education to include but not limited to bloodborne disease, sterilization, and aseptic techniques related to tattooing, first aid and CPR during their licensed term.

Pursuant the Code of Virginia § 41-50-80 any individual wishing to operate a tattoo parlor, or permanent cosmetic tattoo salon shall obtain a tattoo parlor license or permanent cosmetic tattoo salon license in compliance with § 54.1-704.1 of the Code of Virginia. Operation of a tattoo parlor or permanent cosmetic tattoo salon in a temporary location is prohibited.

Pursuant the Code of Virginia § 41-60-80 any individual wishing to operate a body-piercing salon shall obtain a salon license in compliance with § 54.1-704.1 of the Code of Virginia. Operation of a body-piercing salon in a temporary location is prohibited.

(d) Display of license:

Pursuant the Code of Virginia § 41-50-380 and § 41-60-180 each body piercing salon owner, tattoo parlor owner, or permanent cosmetic tattoo salon owner shall ensure that all current licenses issued by the Board for Barbers and Cosmetology shall be displayed in the reception area of the parlor or salon or in plain view of the public. Duplicate licenses shall be posted in a like manner in every parlor or salon or location where the licensee provides services. Each body piercing salon owner, tattoo parlor owner, or permanent cosmetic tattoo salon owner shall ensure that no licensee performs any service beyond the scope of practice for the applicable license. Each body piercing salon owner, tattoo parlor owner, or permanent cosmetic tattoo salon owner shall offer to licensees the full series of Hepatitis B vaccine. Each body piercing salon owner, tattoo parlor owner or permanent cosmetic tattoo salon

owner shall maintain a record for each licensee of one of the following: 1. Proof of completion of the full series of Hepatitis B vaccine; 2. Proof of immunity by blood titer; or 3. Written declaration of refusal of the owner's offer of a full series of Hepatitis B vaccine. All licensees shall operate under the name in which the license is issued.

(e) Body piercer, tattooer, tattoo artist, permanent cosmetic tattooer or master permanent cosmetic tattooer responsibilities:

Pursuant the Code of Virginia § 41-50-400 and § 41-60-200 all body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers shall provide to the owner one of the following: 1. Proof of completion of the full series of Hepatitis B vaccine; 2. Proof of immunity by blood titer; or 3. Written declaration of refusal of the owner's offer of a full series of Hepatitis B vaccine.

Pursuant the Code of Virginia § 41-50-400 and § 41-60-200 all body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers shall wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty. All body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers shall clean their hands thoroughly using hot or tempered water with a liquid germicidal soap or use sanitizing solution to clean hands before and after tattooing and as necessary to remove contaminants. All body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers must wear single-use examination gloves while assembling tattooing instruments and while tattooing. Each time there is an interruption in the service, each time the gloves become torn or perforated, or whenever the ability of the gloves to function as a barrier is compromised. 1. Gloves shall be removed and disposed of; and 2. Hands shall be cleaned and a fresh pair of gloves used.

Pursuant the Code of Virginia § 41-50-400 and § 41-60-200 body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers shall use standard precautions while tattooing. A body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers diagnosed with a communicable disease shall provide to the Health Department & Board for Barbers and Cosmetology a written statement from a health care practitioner that the body piercer's, tattooer's, permanent cosmetic tattooer's, or master permanent cosmetic tattooer's condition no longer poses a threat to public health. Body piercers, tattooers, permanent cosmetic tattooers, and master permanent cosmetic tattooers with draining lesions on their hands or face will not be permitted to work until cleared by a health-care professional.

Pursuant the Code of Virginia § 41-50-400 and § 41-60-200 the area of the client's skin to be body pierced and/or tattooed shall be cleaned with an approved germicidal soap according to label directions. In the case of oral piercings, the operator shall provide the individual with antiseptic mouthwash in a single-use cup and shall ensure that the individual utilizes the mouthwash provided. In the case of a lip, labret or cheek piercing, procedures described in this subsection for both skin and oral piercings shall be followed. Tattooing inks and dyes shall be placed in a single-use disposable container for each client. Following the procedure, the unused contents and container will be properly disposed of. If shaving is required, razors shall be single-use and disposed of in a puncture resistant container. Each body piercer, tattooer, permanent cosmetic tattooer, and master permanent cosmetic tattooer performing any procedures in the parlor or salon shall have the education, training and experience, or any combination thereof, to practice aseptic technique and prevent the transmission of blood borne pathogens. All procedures shall be performed using aseptic technique.

Pursuant the Code of Virginia § 41-50-400 and § 41-60-200 a set of individual, sterilized needles shall be used for each client receiving a tattoo. An individual, single-use, pre-sterilized piercing needle shall be used for each client receiving a body piercing. Single-use disposable instruments shall be disposed of in a puncture-resistant container Single-use disposable instruments shall be disposed of in a puncture resistant container. Contaminated disposable and single-use items shall be disposed of in accordance with federal and state regulations regarding disposal of biological hazardous materials.

Pursuant the Code of Virginia § 41-50-400 and § 41-60-200 used, nondisposable instruments shall be kept in a separate, puncture resistant container until brush scrubbed in hot water soap and then sterilized by autoclaving. Contaminated instruments shall be handled with disposable gloves. Used instruments that are ultrasonically cleaned shall be rinsed under running hot water prior to being placed in the used instrument container; Used instruments that are not ultrasonically cleaned prior to being placed in the used instrument container shall be kept in a germicidal or soap solution until brush scrubbed in hot water and soap and sterilized by autoclaving. The ultrasonic unit shall be sanitized daily with a germicidal solution. Nondisposable instruments shall be sterilized and shall be handled and stored in a manner to prevent contamination. Instruments to be sterilized shall be sealed in bags made specifically for the purpose of autoclave sterilization and shall include the date of sterilization. If nontransparent bags are utilized, the bag shall also list the contents. Autoclave sterilization bags with a color code indicator that changes color upon proper sterilization shall be utilized during the autoclave sterilization process. Instruments shall be placed in the autoclave in a manner to allow live steam to circulate around them. The manufacturer's written instructions of the autoclave shall be followed.

(f) Physical facilities:

Tattoo parlors, permanent cosmetic tattoo salons, and body-piercing salons shall only be permitted as commercial applications where / as permitted within the Town of Chincoteague Zoning Ordinance. All facilities shall be maintained in accordance with § 41-50-390 and § 41-60-190 of the Code of Virginia.

(g) Client guidelines, qualifications, disclosures, and records:

Pursuant the Code of Virginia § 41-50-410, § 41-60-210 and § 18.2-371.3, no person shall tattoo or perform body piercing for hire or consideration on a person less than eighteen (18) years of age, knowing or having reason to believe such person is less than eighteen years of age except in the presence of the person's parent or guardian, or when done by or under the supervision of a medical doctor, registered nurse or other medical services personnel licensed pursuant to Title 54.1 in the performance of their duties.

Pursuant the Code of Virginia § 41-50-410 and § 41-60-210, all clients shall present at the time of the body piercing, tattooing or permanent cosmetic tattooing a valid, government issued, positive identification card including, but not limited to, a driver's license, passport, or military identification. The identification must contain a photograph of the individual and a printed date of birth. The body piercer, tattooer, permanent cosmetic tattooer, or master permanent cosmetic tattooer shall verify and document in the permanent client record the client's age, date of birth, and the type of identification provided.

Pursuant the Code of Virginia § 41-50-410 and § 41-60-210, no person may be body pierced, tattooed or permanent cosmetic tattooed who appears to be under the influence of alcohol or drugs. Body piercing, tattooing or permanent cosmetic tattooing shall not be performed on any skin surface that manifests any evidence of unhealthy conditions such as rashes, boils, infections, or abrasions. Pursuant the Code of Virginia § 18.2-371.3, no person shall body pierce, tattoo or permanent cosmetic tattoo on any client unless they comply with the Centers for Disease Control and Prevention's guidelines for "Universal Blood and Body Fluid Precautions" and provides the client and client's parent or guardian, if applicable, both verbally and in writing with the following disclosure for each tattoo or body piercing:

1. Tattooing and body piercing are invasive procedures in which the skin is penetrated by a foreign object.

2. If proper sterilization and antiseptic procedures are not followed by tattoo artists and body piercers, there is a risk of transmission of blood borne pathogens and other infections, including, but not limited to, human immunodeficiency viruses and hepatitis B or C viruses.

3. Tattooing and body piercing may cause allergic reactions in persons sensitive to dyes or the metals used in ornamentation.

4. Tattooing and body piercing may involve discomfort or pain for which appropriate anesthesia cannot be legally made available by the person performing the tattoo or body piercing unless such person holds the appropriate license from a Virginia health regulatory board.

Signatures of both the client and the tattooer shall be required on the client disclosure form to acknowledge receipt of both the verbal and written disclosures.

Pursuant the Code of Virginia § 41-50-410 and § 41-60-210, the body piercing salon, tattoo parlor or permanent cosmetic tattoo salon shall maintain proper records for each client. The information shall be permanently recorded and made available for examination by the Health Department and Town of Chincoteague authorized agent(s). Records shall be maintained at the tattoo parlor or permanent cosmetic tattoo salon for at least two years following the date of the last entry. The permanent records shall include the following: 1. The name, address, and telephone number of the client; 2. The date body piercing, tattooing or permanent cosmetic tattooing was performed; 3. The client's age, date of birth, and a copy of the positive identification provided to the body piercer, tattooer, permanent cosmetic tattooer, or master permanent cosmetic tattooer; 4. The specific color or colors of the tattoo or permanent cosmetic tattoo and, when available, the manufacturer's catalogue or identification number of each color used or the specific type of jewelry used for the piercing and, when available, the manufacturer's catalogue or identification number for the type of jewelry used; 5. The location on the body where the body piercing, tattooing or permanent cosmetic tattooing was performed; 6. The name of the body piercer, tattooer, permanent cosmetic tattooer, or master permanent cosmetic tattooer; 7. A statement that the client has received a copy of applicable written care instructions, and that the client has read and understands the instructions; and 8. The signature of the client and if applicable parent or guardian.

(h) Inspections:

Pursuant the Code of Virginia Section 15.2-912, the Town of Chincoteague shall conduct unannounced inspections by appropriate personnel. Enforcement of compliance of Centers for Disease Control and Prevention guidelines are pursuant the Code of Virginia Section 18.2-371.3.

In addition, pursuant the Code of Virginia Section 54.1-705, inspectors and sanitarians of the State Department of Health, or an affiliated local health department, may inspect any tattoo parlor / salon and/or body-piercing salon in the Commonwealth regularly for compliance with regulations promulgated by the Board. Any infractions shall be immediately reported to the Health Department and the Director of the Department of Professional and Occupational Regulation for disciplinary action. Enforcement of compliance of Centers for Disease Control and Prevention guidelines including unannounced inspections by appropriate personnel are pursuant the Code of Virginia Section 18.2-371.3.

(i) Any person who shall violate this section shall be guilty of a misdemeanor.
(Code 1977, § 13-4)

The following Zoning change will be required to have a Public Hearing with both the Planning Commission and the Council.

Appendix A – Zoning

Article II. Definitions

For the purpose of this ordinance, certain words and terms are defined as follows (words used in the present tense include the future, words in the singular include the plural, and the plural includes the singular):

Sec. 2.19. Body-piercing salon.

Any place in which a fee is charged for the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. Body-piercing does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

Sec. 2.166. Tattooing; operating tattoo business.

See Chapter 18 Section 18.2 Code of the Town of Chincoteague



MEMORANDUM

THE TOWN OF CHINCOTEAGUE

To: Mayor & Town Council

From: Robert Ritter, Town Manager

Date: November 2, 2016

Subject: Committee/Commission/Board Vacancy Appointments

One individual has resigned from the Chincoteague Recreation and Convention Center Authority. The position had a four (4) year term that ends December 4, 2019. We will need to fill the vacancy for the term ending December 4, 2019. The Town advertised the vacancy on the Web site, face book, and October 20 & 27, 2016 Beacon. The following person has shown interest for the vacancy:

- 1. Cynthia Leonard Wilder**



PROCLAMATION

WHEREAS, throughout our community there are many cemeteries and family burial grounds; and

WHEREAS, over the years many of the loved ones of those buried in our cemeteries have moved away or are no longer able to tend to these cemeteries; and

WHEREAS, many organizations and individuals throughout our community have volunteered to assist in the cleanup of those sites and common areas within these cemeteries; and

WHEREAS, these organizations and individuals need assistance from all citizens to accomplish their cleanup goals to beautify and preserve our family burial grounds.

NOW, THEREFORE, I, Mayor John A. Leonard do hereby proclaim the week of November 12TH through 18TH, 2016, as Cemetery Cleanup Week within the Town of Chincoteague and call upon our citizens to volunteer to organize and assist in the cleanup of our Island cemeteries.

DATED this 7th day of November, 2016.

John A. Leonard, Mayor

ATTEST:

Robert G. Ritter Jr., Town Manager