

REGULAR COUNCIL MEETING

A G E N D A

TOWN OF CHINCOTEAGUE

June 7, 2010 - 7:00 P.M. - Council Chambers - Town Hall

CALL TO ORDER

INVOCATION BY COUNCILMAN T. HOWARD

PLEDGE OF ALLEGIANCE

PRESENTATIONS

OPEN FORUM / PUBLIC PARTICIPATION

STAFF UP-DATE

AGENDA ADDITIONS/DELETIONS AND ADOPTION:

1. Consider Adoption of the Minutes
 - Council Budget Workshop Meetings of April 12, 13, & 20, 2010 (Page 5 of 109)
 - Regular Council Meeting of May 3, 2010 (Page 10 of 109)
 - Special Council Meeting of May 20, 2010 (Page 24 of 109)
 - Regular Council Meeting of May 20, 2010 (Page 26 of 109)
2. Public Hearing for the Fiscal Year “2010” Budget, Consisting of; (Page 34 of 109)
 - Revenues for all Divisions
 - General Government Fund Expenses
 - Water Division Expenses
 - Total Main Street Fund Expenses
 - Trolley Division Expenses
 - Harbor Division Expenses
 - Harbor, Water, & Gen Gov. Rate Sheets
3. Public Hearing on the Real Estate Tax Rate (Page 52 of 109)
4. Public hearing on the Meals Tax Rate (Page 53 of 109)
5. Public Hearing on a Lot Line Vacation (Mr. Carlton Mason) (Page 54 of 109)
6. Recommendation to Purchase Tax Software (Karen Hipple) (Page 65 of 109)
7. ESVBA and the Town Engineering Service Agreement (Page 70 of 109)
8. ESVBA and the Town Agreement for Network Build-out (Page 75 of 109)
9. Mutual aid Agreement with Dept of Interior, US Fish & Wildlife (Page 80 of 109)
10. Harbor Committee Report of May 6, 2010 (Councilman T. Howard) (Page 101 of 109)
11. Recreation and Community Enhancement Committee Report of May 11, 2010 (Councilman Frese) (Page 103 of 109)
12. Public Works Committee Report of May 17, 2010 (Mayor Tarr) (Page 107 of 109)
13. Resolution to Apply for VDOT Revenue Sharing Program (Page 109 of 109)
14. Mayor & Council Announcements or Comments
(Note: Roberts Rules do not allow for discussion under comment period)

ADJOURN:



CERTIFICATE OF RECOGNITION

PRESENTED TO

Mrs. Ernestine Helen Hall

WHEREAS, Mrs. Ernestine Helen Hall is being honored by Mayor Tarr and the Chincoteague Town Council to celebrate her rewarding 96 years of life; and

WHEREAS, Mrs. Hall was born on September 26, 1913, and has been a member of this community all of her life; and

WHEREAS, she married Woodrow Wilson Lewis and this union was blessed with 1 child, 2 grandchildren, and 6 great grandchildren, she married Denver Hall in 1953 and enjoyed 26 years of marriage; and

WHEREAS, through her work with the Union Baptist Church, the American Legion Ladies Auxiliary, Cal Twilley's store, the United States Navy, NASA and the Ben Franklin store, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages;

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the Town of Chincoteague, I do hereby deem it an honor and pleasure to extend this tribute to Mrs. Ernestine Helen Hall in celebration of her long and productive life and wish her many more happy years in the future.

DATED this 7th day of June, 2010.

Mayor John H. Tarr

Attest:

Robert G. Ritter, Jr., Town Manager



CERTIFICATE OF RECOGNITION

PRESENTED TO

Mrs. Mabel Louise Liscum

WHEREAS, Mrs. Mabel Louise Liscum is being honored by Mayor Tarr and the Chincoteague Town Council to celebrate her rewarding 96 years of life; and

WHEREAS, Mrs. Liscum was born on September 19, 1913, and has been a member of this community all of her life; and

WHEREAS, she married Emerson E. Liscum and they enjoyed 61 years of marriage and this union was blessed with 2 children, 4 grandchildren, and 2 great grandchildren; and

WHEREAS, through her work with the United Methodist Church, the Eastern Star and teaching school, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages;

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the Town of Chincoteague, I do hereby deem it an honor and pleasure to extend this tribute to Mrs. Mabel Louise Liscum in celebration of her long and productive life and wish her many more happy years in the future.

DATED this 7th day of June, 2010.

Mayor John H. Tarr

Attest:

Robert G. Ritter, Jr., Town Manager



CERTIFICATE OF RECOGNITION

PRESENTED TO

Mrs. Sadie J. Ayres

WHEREAS, Mrs. Sadie J. Ayres is being honored by Mayor Tarr and the Chincoteague Town Council to celebrate her rewarding 96 years of life; and

WHEREAS, Mrs. Ayres was born on February 4, 1913, raised in a family of nine and has been a member of this community all of her life; and

WHEREAS, she married Zed Ayres and they enjoyed 68 years of marriage and this union was blessed with 3 children, 3 grandchildren, and 2 great grandchildren; and

WHEREAS, through her 40 years of work with small children at Union Baptist Church, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages;

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the Town of Chincoteague, I do hereby deem it an honor and pleasure to extend this tribute to Mrs. Sadie J. Ayres in celebration of her long and productive life and wish her many more happy years in the future.

DATED this 7th day of June, 2010.

Mayor John H. Tarr

Attest:

Robert G. Ritter, Jr., Town Manager

**MINUTES OF THE APRIL 12, 2010
CHINCOTEAGUE TOWN COUNCIL SPECIAL MEETING**

Council Members Present

John H. Tarr, Mayor
John N. Jester, Jr., Vice Mayor
Nancy B. Conklin, Councilwoman
Terry Howard, Councilman
Ellen W. Richardson, Councilwoman

Council Members Absent

John H. Howard, Councilman
James T. Frese, Councilman

1. Call to Order.

Mayor Tarr called the meeting to order at 9:30 a.m. for the purpose of reviewing the proposed FY'11 budget.

2. Invocation.

Councilman T. Howard offered the Invocation.

3. Pledge of Allegiance.

Mayor Tarr Led in the Pledge of Allegiance.

4. Adoption of Agenda.

Councilwoman Richardson moved, seconded by Vice Mayor Jester to adopt the agenda. The motion was unanimously carried.

5. Review of Proposed FY'11 Revenues.

Town Manager Ritter presented the uncertified assessment figures from the recent reassessment and the proposed tax rate. Council discussed the proposed tax rate.

Council thoroughly discussed proposed FY'11 revenues for General Fund, Main Street, Harbor Fund, Trolley Fund and Water Fund.

6. Rate Schedules

Council discussed the proposed increases in vehicle decals, meals tax, transient occupancy tax, business license, solid waste collection, general government fee structure, harbor rates, and water rate structure.

7. Staff Research.

Mayor Tarr asked the following be researched by staff:

- \$30 vs. \$50 business license
- Number of businesses paying over \$500
- Breakdown of Utility Tax
- Charter Communications Franchise Fee – lien against Charter
- Fines
- Legality of resident rate vs. visitor rate - question for Town Attorney
- FY'11 is what year for water repayment to general fund

- Solid waste fee for Onley, Saxis, Cape Charles and Parksley
- Tower rent – when does amount change? How much does it increase?
- Trolley budget cuts of 10% to 15%
- Was salaries and benefits calculated with every employee receiving a 2.5% COLA and 2.5% Merit increase
- Christmas Dinner – Has the Town been billed completely?
- 3% of 5% of employee portion of VRS
- 5 year analysis of LGIP general fund savings – Is any money being saved for emergency reserve or is money being used?
- Top 10 meals taxpayers
- Top 10 transient occupancy taxpayers
- Stop immediately discount on User Fee for possession of Virginia Saltwater Fishing License, and
- Each department head to show how they would save 10% from their budget, if mandated.

8. Recess of Meeting.

Councilman Howard motioned, seconded by Councilwoman Richardson to recess the meeting until Wednesday, April 13, 2010 at 9:30 a.m. The motion was unanimously approved.

Mayor

Town Manager

**MINUTES OF THE APRIL 13, 2010
CHINCOTEAGUE TOWN COUNCIL SPECIAL MEETING**

Council Members Present

John H. Tarr, Mayor
John N. Jester, Jr., Vice Mayor
Nancy B. Conklin, Councilwoman
James T. Frese, Councilman
John H. Howard, Councilman
Terry Howard, Councilman
Ellen W. Richardson, Councilwoman

1. Call to Order.

Mayor Tarr called the meeting to order at 9:30 a.m. for the purpose of reviewing the proposed FY'11 budget.

2. Invocation.

Councilman T. Howard offered the Invocation.

3. Pledge of Allegiance.

Mayor Tarr led in the Pledge of Allegiance.

4. Questions from Previous Meeting Discussions.

Council discussed several items from the previous meeting for clarification. Staff reported on the items requested.

5. Review of Proposed FY'11 Expenditures.

Council discussed expenditures for General Government, Public Works Department, Police Department, Main Street, Harbor, Trolley and Water funds.

Council discussed increases in salaries overall.

Council discussed expenditures for employee health insurance benefit.

Council discussed increase in employee portion of VRS.

Council discussed bond payments.

Council discussed projects such as S.C.A.D.A., road lottery, vehicle replacement, etc. and how to fund these projects.

Mayor Tarr stated that many ideas have been discussed and he would like to get a consensus of Council on the items to include or not include in the proposed budget.

- Increase of minimum business license from \$30 to \$50. For: Jester, Conklin, Richardson, J. Howard, and Frese. Against: T. Howard
- Increase of vehicle license from \$27 to \$33. For: Jester, Conklin, Frese. Against: T. Howard, Richardson, J. Howard. Mayor Tarr was in favor of the increase.
- Real Estate Tax adjustment increase to \$0.06 per \$100 of assessed value. Unanimous
- Increase in transient occupancy tax from 3% to 4%. For: Jester. Against: Frese, Richardson, T. Howard, J. Howard, Conklin
- Increase meals tax from 4% to 5%. For: J. Howard, T. Howard, Conklin, Richardson, Frese. Against: Jester.
- Eliminate maximum on business license. For: none. Against: Jester, T. Howard, J. Howard, Frese Richardson, Conklin.
- Increase water rates. For: Conklin, Jester, J. Howard, Richardson. Against: T. Howard, Frese
- Increase Harbor rates: For: Jester, T. Howard, Frese, Conklin, Richardson. Against: J. Howard.
- Increase in trash fee: For: Jester, Richardson, J. Howard, Frese, Conklin. Against: T. Howard.

The road lottery program was added to the budget.

Council asked that the adjustments be made and to meet again for final revision.

7. Recess of Meeting.

Councilman Howard motioned, seconded by Councilwoman Richardson to recess the meeting until Tuesday, April 20, 2010 at 9:30 a.m. The motion was unanimously approved.

Mayor

Town Manager

**MINUTES OF THE APRIL 20, 2010
CHINCOTEAGUE TOWN COUNCIL SPECIAL MEETING**

Council Members Present

John H. Tarr, Mayor
John N. Jester, Jr., Vice Mayor
Nancy B. Conklin, Councilwoman
James T. Frese, Councilman
John H. Howard, Councilman
Terry Howard, Councilman
Ellen W. Richardson, Councilwoman

1. Call to Order.

Mayor Tarr called the meeting to order at 9:30 a.m. for the purpose of reviewing the proposed FY'11 budget.

2. Invocation.

Councilman T. Howard offered the Invocation.

3. Pledge of Allegiance.

Mayor Tarr led in the Pledge of Allegiance.

4. Questions from Previous Meeting Discussions.

Council discussed several items from the previous meeting for clarification.

5. Review of Proposed FY'11 Budget.

Council discussed revenue and expenditures for each fund and the adjustments in particular line items based on the previous meeting. Rate schedules were also reviewed for requested changes.

Council discussed increases in salaries and adjustments to the COLA and merit increases and change the budgeted salary and benefit amounts. The money from this adjustment was put toward drainage.

7. Adjournment.

Councilman Howard motioned, seconded by Councilwoman Richardson to adjourn the meeting. The motion was unanimously approved.

Mayor

Town Manager

MINUTES OF THE MAY 3, 2010
CHINCOTEAGUE TOWN COUNCIL MEETING

Council Members Present:

John H. Tarr, Mayor	John N. Jester, Vice-Mayor
James Frese, Councilman	Nancy B. Conklin, Councilwoman
Terry Howard, Councilman	John H. Howard, Councilman
Ellen W. Richardson, Councilwoman	

Call to Order

Mayor Tarr called the meeting to order at 6:04 p.m.

Invocation

Councilman T. Howard offered the invocation.

Pledge of Allegiance

Mayor Tarr led in the Pledge of Allegiance.

Introduction of Student Government

Mayor Tarr welcomed the students that participated in Student Government Day. He introduced Honorable Hillary Chesson, Student Mayor and asked her to introduce the Acting Student Council and Staff.

Student Mayor Chesson introduced the Student Council and Staff:

Town Manager:	Miss Liz Cathey	
Chief of Police:	Mr. Chase Haugh	
Public Works Director:	Mr. Logan Wright	
Council Members:	Mr. Robbie Lang	Miss Samantha Ciniello
	Miss Mary Hudgins	Miss Mary Besecker
	Mr. Charles Snellings	Miss Liz Hipple

Student Mayor Chesson stated that they have spent the majority of the day speaking with Council, business owners and citizens. They discussed ideas and issues throughout the Island, listing 7 items they felt strongly about.

The first item was drainage. They voted during their mock session to implement a Master Drainage Plan and including it in the current budget. The next item was youth activities. They felt that the old Elementary School Gym could be utilized for youth activities. They also felt that the Community Center could emphasize additional activities such as concerts and dances. The third item was regarding motor vehicles. They passed an ordinance that all unregistered vehicles, such as scooters and mopeds require a helmet. The fourth issue they discussed was regarding alternative transportation to Assateague. The fifth issue discussed was regarding the intersection to the bridge. They feel the intersection is too narrow. The sixth issue they discussed was that there are no sidewalks north of the bridge intersection. The seventh issue was regarding the speed limits on the Causeway and new bridge.

Mayor Tarr invited the students to take their appropriate seats for pictures.

Open Forum/Public Participation

- Mr. Ray Rosenberger informed Council that he recently was at the Chesapeake Bay Bridge Tunnel during the celebration of their 50,000th visitor. He stated that Chincoteague was well represented. He also stated that the County is taking an aggressive position on the collection of delinquent taxes. He suggested that the Town follow suit.
- Mr. Harry Rauth asked if the Town could do anything about bicyclists along the Causeway. He feels that it is very dangerous for bicyclists to travel along this road. He stated that he spoke with VDOT and they advised that they have the right to the road. He expressed his concerns and requested Council take action.

Mayor Tarr responded that the Causeway is in VDOT's jurisdiction. He added that the Town has petitioned several years ago for a shoulder. He suggested contacting the State Delegates.

- Mr. Greg Savage addressed Council regarding issues with the Police Department. He stated that he and his wife feel that they have been convicted and punished by Chief Lewis. He stated that Chief Lewis has an armed guard present during the exchange of his grand-children between himself and his daughter-in-law, Melissa Savage. He also stated that Chief Lewis has ordered his officers to patrol during this exchange. Mr. Savage feels that they have been treated like criminals. He also stated that they have filed a No Trespassing Order. He was later told that the paper was lost and had to request another one be issued.

Mr. Savage stated that he has met with Mayor Tarr and Town Manager Ritter and asked to meet with Chief Lewis. He received a call on April 9th from Chief Lewis and was advised he would call back on another line. Mr. Savage stated that when Chief Lewis called back it was on a recorded line. He then stated that Chief Lewis stated that he spoke with the Commonwealth's Attorney and advised that there was no legal reason to order this to be done. He was assured that this would stop and it has not. He feels that the taxpayers of Chincoteague shouldn't have to pay for the private police department for his daughter-in-law. He feels this isn't right and is illegal. He added that Chief Lewis is guilty of at least police harassment. He requested that Council look into this matter further.

- Mrs. Patsy Savage of Horseshoe Drive addressed Council once again regarding the drainage issues around her property. She advised that she obtained the plat from Accomack on the roadway asked for an update.

Public Works Director Spurlock advised that he received the initial report earlier in the day. He stated that he hasn't had much time to review the report. He stated that the Public Works Committee meeting has been rescheduled for May 17th at 5:00 p.m. to discuss the recent report on drainage.

- Mrs. Jodi Andreach also reiterated what Mrs. Savage stated. She added that it is currently dry and needs to be taken care of soon. She doesn't want it forgotten.

- Mrs. Helen Merritt commented that she is a great-grandmother and has to pick children up from school daily because of working parents. She wouldn't want the police to be watching her when she's picking up her great-grandchildren.

Mayor Tarr advised that Council would be discussing this matter.

Staff Update

Police Department

Chief Lewis stated that when someone calls the Police Office feeling intimidated or threatened and they request the police presence, by law they have to go. He advised Council that the report for April is in the packet. He reminded everyone of the benefit dinner for Jay Lewis which is set for Friday night, May 7th.

Planning Department

Town Planner Neville reported that at the last Planning Commission meeting they reelected Chairman Ray Rosenberger and Mrs. Mollie Cherrix as Vice-Chairman. He advised that they have been working with VDOT on directional signage on the new bridge. He added that they have met with VDOT about the private street minimum standards. He also stated that he was pleased to represent the Town on the Hazard Mitigation Plan Committee at the ANPDC. He advised they have until 2011 to get the Plan approved. Town Planner Neville mentioned a grant for the drainage as they are currently working on the Drainage Master Plan.

Councilman T. Howard asked about the directional signs. He feels that the downtown businesses need a temporary sign if it's going to take a while to create the permanent sign.

Town Planner Neville advised that they are working quickly to get the sign completed.

Councilman Frese mentioned the recessed meeting of the 27th. He stated that they consider business directional signage.

Town Planner Neville stated he would explore this issue.

Mayor Tarr advised that the first set of signs they're working on is the generic directional signs. He added that the second set of signs will be taken up by the Planning Commission regarding off premise and directional signs on Chincoteague.

Public Works Department

Public Works Director Spurlock has been in contact with Mr. Cole of the Army Corps of Engineers regarding Eastside and the environmental impact. They have solicited for a contract for the Pension Street Improvement Contract. He requested that VDOT's highway department review the new bridge intersection. He stated that along with routine operations the water service installations are complete on Pension Street including the reconfiguration of the fire hydrant. He advised that new services were installed on Deep Hole Road, Lakeview Road and Pine Drive.

Public Works Director Spurlock stated that the repair of the 8” line is still hanging on Cockle Creek. He advised that the only motorized scaffolding device for this type of work is only available with American Bridge. He stated that they will complete the repairs when American Bridge is finished with the device.

Public Works Director Spurlock advised that they are preparing to install the fire main at the Methodist Church later in the week. He stated that under Roads and Facilities they are conducting routine maintenance. They have also installed a new volleyball court at Memorial Park. He stated they have done drainage repairs at the intersection of Chicken City Road and Maddox Boulevard along with Burton Avenue. He added that they have cleared the drain east of the Sea Hawk Motel. He stated that they are working on issues with the Margaret’s Lane drainage. He concluded that they are clearing the overgrowth along Ridge Road for bicycle traffic.

Councilman J. Howard asked what type of material will be used along Eastside Road.

Public Works Director Spurlock advised that he will be meeting with the Army Corps of Engineers to determine what types of material.

Vice Mayor Jester asked Chief Lewis for an update on the Coronation Program.

Chief Lewis advised it will be completed this summer.

General Government

Town Manager Ritter reported that 1,500 vehicle decals were sold in the past month. The information has been submitted and received from the Main Street T-21 Grant reimbursement. He also stated that they are working on the budget forecasting and research. He stated that they are working with a website designer, Fresh Look, and should see a rough draft later next week. He stated that staff has been busy with the Daffodil Festival Business Licenses. He also stated that the Business License deadline has occurred. He reported the revenues for April:

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Difference</u>
Real Estate	\$610,675	\$601,541	(up) \$ 9,134
Tangible Tax	\$170,161	\$179,274	(down)\$ 9,113
Meals Tax	\$405,063	\$405,485	(down)\$ 422
Sales Tax	\$ 79,724	\$ 89,250	(down)\$ 9,526
Transient Occupancy	\$531,491	\$531,691	(down)\$ 200
Water Rent	\$752,563	\$692,739	(up) \$59,824

Town Manager Ritter also reported that 39 people to date have signed up with the VEC. He stated that they still need to tally the number of jobs that were actually created and placed. He advised that they received the report from Springstead. He stated that in the Building and Zoning Department there were 204 inspections, 223 phone calls and 105 office visits. He announced that the EMS staff planned and manned a mock motor vehicle accident scenario relating to drinking and driving for the prom attendees. He added that those who had a role in the scenario were the Chincoteague EMS, Chincoteague Police Department, Chincoteague Fire Department and Salyer’s Funeral Home.

Councilman T. Howard commented on the mock accident. He feels that it is a wonderful lesson. He commended those involved.

Mayor Tarr thanked staff for the reports.

Agenda Additions/Deletions and Adoption

Councilman T. Howard motioned, seconded by Councilwoman Richardson to adopt the agenda, adding another section for closed session regarding possible litigation. Unanimously approved

- 1. Consider Adoption of the Minutes:
Regular Council Meeting of April 5, 2010
Special Council Meeting of April 23, 2010
Recessed Council Meeting of April 27, 2010**

Councilman Frese stated that there was a request for business directional signage to be added in the Recessed Council Meeting of April 27, 2010.

Councilman T. Howard asked for clarification about the easement to Tarr Lane.

Public Works Director Spurlock explained that it was regarding the skid-steer loader. He also added that the mention of Tarr Lane was to use Tarr Lane as an outfall for drainage of Horseshoe Lane and Ridge Road.

Mayor Tarr requested that Town Manager Ritter make the requested changes.

Councilman J. Howard motioned, seconded by Councilwoman Richardson to adopt the minutes. Unanimously approved.

- 2. Setting the Date for a Public Hearing for a Fiscal Year 2011 Budget and Fee & Rate Schedules**

Town Manager Ritter advised in the Council Packet there is an announcement for a public hearing to be June 7, 2010 at 6:00 p.m. He stated that with the ad there will be a copy of the budget in the Town Office. He advised that the water rates will increase 6%, Harbor rate will go up 4%, Meals Tax will go to 5%, the decals will go up from \$27 to \$33, the trash collection will go from \$1.00 per week to \$1.50 per week and the Business License minimum fee will go from \$30 to \$50. He stated that the total budget is \$5,835,395, last year's \$5,844,744 and is down by approx \$10,000. He advised that the County has taken \$50k in tipping fees and the Town will receive a reduction of \$20k in law enforcement funds.

He advised the next public hearing will be June 7th.

Mayor Tarr advised this vote is simply to take it to a public hearing.

Councilman Frese requested to revisit the Council meeting times as it is hard for the working citizens to make it to a 6:00 p.m. meeting.

Mayor Tarr advised that Council hasn't met to discuss changing the time. He asked Town Manager Ritter what was on the agenda for June 7th so far.

Town Manager Ritter advised that the public hearings for the meals tax rate and the real estate tax rate.

Mayor Tarr asked if the advertisement for the budget could be listed at 7:00 p.m. further down the agenda.

There was discussion regarding the decal fees.

Councilman T. Howard motioned, seconded by Councilwoman Conklin to hold a public hearing on June 7th, 2010 at 7:00 p.m. for the fiscal year 2011 budget and the fee & rate schedule. Unanimously approved.

3. Setting the Date for a Public Hearing on the Real Estate Tax Rate

Town Manager Ritter advised that the real estate tax rate is proposed to remain at 6%. He stated that although the rate is not scheduled to change it is required to have a public hearing. He asked Council if they agreed to set the public hearing for June 7, 2010 at 7:00 p.m. also

Councilwoman Conklin motioned, seconded by Councilwoman Richardson hold a public hearing on June 7th, 2010 at 7:00 p.m. for the real estate tax rate for 2010. Unanimously approved.

4. Setting the Date for a Public Hearing on the Meals Tax Rate

Mayor Tarr stated that Council is proposing to raise the meals tax rate 1%.

Town Manager Ritter asked Council if they agreed to have the public hearing on June 7, 2010 at 7:00 p.m. also.

Councilwoman Conklin motioned, seconded by Councilman Frese to hold a public hearing on June 7th, 2010 at 7:00 p.m. for the meals tax rate. Unanimously approved.

5. Proclamation for Safe Boating Week

Mayor Tarr explained the proclamation and asked Town Manager Ritter to have it put in the paper.

Councilman Frese motioned, seconded by Councilwoman Richardson to adopt the Proclamation for Safe Boating Week. Unanimously approved.



PROCLAMATION

Americans are increasingly heading to the water for recreation and relaxation as the opportunities for on-the-water activities grow each year. With this growth comes additional responsibility. It is vital that both novice and experienced boaters alike practice safe boating habits----especially wearing a life jacket. Approximately 88 percent of those who die in boating-related drownings were not wearing life jackets.

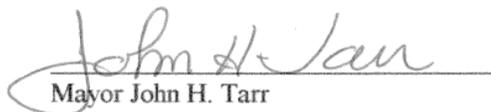
WHEREAS, hundreds of lives could be saved each year by wearing life jackets and the law requires that wearable life jackets be carried for each person on board a boat; and

WHEREAS, responsible boaters will learn the local boating regulations, follow the “rules of the road”, not drink alcohol and boat, wear their life jacket, and respect fellow boaters; and

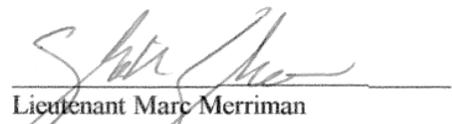
WHEREAS, U.S. Coast Guard Auxiliary, Flotilla 12-06 Chincoteague, provides safe boating instruction for all ages in order to prevent boating accidents and to teach rescue and survival techniques in case one does occur; and

NOW THEREFORE, BE IT RESOLVED I, Mayor John H. Tarr, proclaim May 22 through 28, 2010, as Safe Boating Week within the Town of Chincoteague and encourage all boaters to wear their life jackets, boat responsibly, and enroll in a safe boating class.

DATED this 3rd day of May 2010.



Mayor John H. Tarr



Lieutenant Marc Merriman
Supervisor
U.S. Coast Guard Sector Field Office
Eastern Shore



Chief Petty Officer A. Mark Kannon
Officer-in-Charge
U.S. Coast Guard
Station Chincoteague



Jane C. Peake
Flotilla Commander 12-6

6. Resolution on Spring Clean Up, Paint Up and Fix Up Week

Mayor Tarr explained the resolution for Spring Clean up, Paint up and Fix up week to begin May 8th, 2010 through May 14th, 2010. He also added that there will be a hazardous waste collection during the Mother Earth Day Festival on Saturday, May 8th, 2010 in the downtown area.

Town Manager Ritter advised that the bulk collection schedule will be Thursday, May 6th, then May 10th – 14th and again on May 20th. He stated that if anyone has anything to pick up to call the Town Office so it can be collected.

Councilman T. Howard motioned, seconded by Vice Mayor Jester to adopt the resolution for Spring Clean Up, Paint Up and Fix Up Week. Unanimously approved.



Resolution for Spring Clean up, Paint up, and Fix up Week

A RESOLUTION of the Town of Chincoteague Island, Virginia, to acknowledge the importance of Earth Day and support the community-wide activities and events that remind us of our Island's connection to the rest of the planet.

WHEREAS, we are fortunate to live in a Town so abundantly blessed with natural assets and we have a continuing responsibility for conserving our environment by keeping it clean, healthy, and beautiful; and

WHEREAS, the Town of Chincoteague Island and our citizens are committed, through the goals of the Comprehensive Plan, ordinances, policies and our actions, to the conservation and stewardship of our natural landscape, open space and sensitive environmental areas; and

WHEREAS, Chincoteague's Mother Earth Day is Saturday, May 8, 2010; Mother Earth Day will celebrate the beauty of our Island and involves people around the world over the course of several days; and

WHEREAS, during this celebration, we have the opportunity to demonstrate to ourselves, our neighbors, and our visitors, our commitment to a clean and beautiful town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF CHINCOTEAGUE, IN COUNCIL MET:

1. That the week of May 8 – May 14, 2010 is designated as **SPRING-CLEAN UP, PAINT UP, & FIX UP WEEK** in the Town of Chincoteague. To coincide with the Earth Day Celebration

2. That all organized and individual segments of our population participate in this noble effort by developing and carrying out imaginative clean-up, paint-up, and fix-up projects which will serve to enhance, restore, or maintain the beauty of all properties in our Island community.

3. All Spring Cleanup debris should be placed for pickup during the week of May 8 –May 14, 2010 so that our Town of Chincoteague will exemplify cleanliness and beauty and to kick off the Tourist Season. Calling the Town Office with the items to be picked up will ensure collection of said items.

John H. Tarr, Mayor

Attest: _____
Robert G. Ritter, Jr., Town Manager

Mayor Tarr requested that this be placed in the paper also.

7. Resolution on Hurricane Preparedness Week

Mayor Tarr explained the resolution.

Councilman Frese motioned, seconded by Councilman J. Howard to adopt the resolution for Hurricane Preparedness Week. Unanimously approved.



RESOLUTION
Hurricane Preparedness Week 2010

Whereas, The Town of Chincoteague hurricane season officially begins June 1st and ends November 30th of each year. In order to heighten awareness, the week of May 23-29,2010 has been designated "Hurricane Preparedness Week"; and

Whereas, with the Town of Chincoteague being an Island, is vulnerable to the devastating effects a hurricane or tropical storm can cause. With the average land elevation of 3.5 feet above mean high tide could face loss of life and property if such a disaster occurs; and

Whereas, both public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and local emergency management offices. Such preventative action could save lives; and

Whereas, the Town of Chincoteague Emergency Management, the National Weather Service, and the Commonwealth of Virginia strongly suggest that all residents and visitors to the Town of Chincoteague be aware of the high winds, flooding and severe weather that may occur in conjunction with a tropical storm or hurricane.

Now, Therefore, Be It Resolved, that the Town Council' of the Town of Chincoteague, Virginia does hereby proclaim the week of May 23-29,2010 as "Hurricane Preparedness Week: in the Town of Chincoteague.

John H. Tarr, Mayor

Attest: Town Manager

8. Ettinger Parcel Rezoning

Town Planner Neville stated that this is from the public hearing that was held on February 9, 2010. He stated that the Planning Commission forwarded their recommendation of denial. He stated that Mr. Ettinger is present and would like to address Council.

Mr. Phillip Ettinger gave his history and the history of the parcel in question. He pleaded with Council to approve the zoning change from R-1 to R-2 giving many reasons to approve the request. He explained that it was never the intent during the incorporation of the Town to zone this parcel R-1 as it is not a part of Oyster Bay II. He feels obligated to contest the denying recommendation of the Planning Commission. He added that duplex homes satisfy the type and expense. He further stated that no home occupation business would be allowed as he would include this in the deed restrictions. He respectfully requested that Council approve the request.

Discussion continued about density, financial responsibility to the roads and the maximum number of lots being 9.

Mayor Tarr added that if there are 9 duplexes on 4.5 acres there will be 18 single-family dwellings.

Vice Mayor Jester stated that it appears that Mr. Ettinger is trying to get around the subdivision regulations.

Mr. Ettinger feels that would be stretching it too far. He explained a drawing of the property. He also feels this would be more attractive.

Mayor Tarr asked how many lots this parcel could be subdivided into.

Mr. Ettinger believes approximately 12 single family home lots.

Mayor Tarr reiterated that he could put 12 single family homes or 9 duplexes which would house 18 families.

There was discussion of the possible motions.

Councilman T. Howard feels there's a way to compromise.

Town Planner Neville discussed the reasons why this parcel was zoned R1. He feels it is important to make it a unique case for future rezoning requests.

Discussion continued.

Town Attorney Poulson stated that there is no legal impediment on rezoning this parcel.

Councilman Frese motioned to follow the Planning Commission's recommendation. There was no second. The motion died.

Town Attorney Poulson concurred with Mr. Ettinger about how the property could be legally divided. He added that Council could stipulate no home occupations as a condition of the rezoning.

Councilman Frese motioned, seconded by Councilwoman Conklin to approve the rezoning request for Phillip P. Ettinger – Parcel 'E' from R-1 to R-2 district for the following reasons:

- a. The property is similarly situated to adjacent lots along north Main Street that include a mix of residential zoning districts including the R-2 district,
- b. With the application of unique design and development standards, the property could serve as a transition between the adjacent R-1 and R-3 zoning districts,
- c. Rezoning to the R-2 district would 'correct' a mapping error that occurred at the time of annexation into the Town.

Motion carried.

Ayes: T. Howard, Conklin, Richardson, Frese

Nays: Jester

Abstain: J. Howard

9. Public Safety Committee Report of April 6, 2010

Mayor Tarr advised that the minutes are in the packet and asked for comments or questions.

Vice Mayor Jester mentioned the plan for the 4th of July.

Town Manager Ritter advised that there is a meeting scheduled for Tuesday at 3:00 p.m. with Mr. Rush, Mr. VanDame, Chief Lewis and himself.

Mayor Tarr stated that there will be major changes from the past to include the Fire Department.

10. Reestablishing the Beach Access Committee

Mayor Tarr stated that the Committee was deactivated in 1998. He stated that each organization will be calling to appoint members on the Committee. He advised that there will be a meeting the week of the 17th. He added that it is opened to Council and the technical advisors will be the U.S. Fish and Wildlife and the National Park Service. He expressed the importance of this issue.

11. Bids for Pension Street Pavement Project

Public Works Director Spurlock stated that there were 2 bids for the Pension Street Project. He explained the scope of work. He advised that Branscom's bid was \$176,497.80 and Gerald Moore's bid was \$206,752.64. He recommended that Council award the contract to Branscome with the bid of \$176,497.80. He advised that he hasn't talked to Branscome about an immobilization date. He stated that the way they arrived to the bid amounts is that the grading and compacting is at a fixed price. He continued to add that the cost of installation of the crusher run and asphalt are based on tonnage. He asked Council to endorse that Branscome build in a 20% contingency. He will give them a "not to exceed" number of \$211,800. Public Works Director Spurlock also added that in the Roads Budget they still have \$281,861.95 and is well within the financial capability. He also recommended using CTI as the inspector at a cost of \$5,366 to the Town.

Mayor Tarr stated that they have never used outside consultants for inspection services.

Public Works Director Spurlock expressed concerns regarding compaction of the road. He feels that there is no other way to ensure that the Contractor is installing the required materials to specifications.

There was discussion regarding a contingency verses change orders.

Councilman T. Howard moved, seconded by Councilman Frese to approve the bid from Branscome Eastern Shore in the amount of \$176,497.80 for the Pension Street Improvement Project. Unanimously approved.

Vice Mayor Jester moved, seconded by Councilman J. Howard to authorize Public Works Director Spurlock to have 20% in contingency funds to use at his discretion and if a change order is needed on the project. Unanimously approved.

Councilman Frese motioned, seconded by Vice Mayor Jester to award the services to CTI in the amount of \$5,366 for consulting and inspections on the Pension Street Project. Unanimously approved.

12. Mayor & Council Announcements or Comments

Vice Mayor Jester commented on the pedestrian safety on Maddox and Deep Hole. He asked if the Town was waiting for an approval of VDOT for a crosswalk.

Public Works Director Spurlock stated that this can be done in-house. He advised that he has requested Traffic Engineering to reevaluate that intersection. He also added that the intersection will be repaved prior to Labor Day and they will paint the crosswalks at that time.

Mayor Tarr wished the candidates that are running for Council luck and reminded everyone to vote.

Councilman J. Howard stated that if someone puts poles down the side of their property they are required to apply for a fence permit. He also stated that if there is a sign along the road or near a business and it is destroyed, they have to apply for a permit to replace the sign. He feels that these things should be revisited.

Councilwoman Richardson asked what the Town is going to do with the millings from Pension Street.

Public Works Director Spurlock advised there will not be much left as it mostly concrete and sand based with a slim coat of asphalt.

Councilwoman Richardson suggested using what little bit of millings they get on LeKites Drive as the Town owns a portion of that road.

Councilman J. Howard asked what half the Town owns.

Public Works Director Spurlock advised that the Town owns approximately 1/3 and that section has been improved.

Councilwoman Richardson asked if they have given the Town a 10' easement for the waterline that runs the entire length of LeKites.

Public Works Director Spurlock advised that the only way the Town will repair an easement is if the water main is threatened. He stated that the main is not in the road there. He also stated that with Council's blessings he will use some of the millings on LeKites.

Councilman T. Howard commented on the Beach Access Committee. He stated that a citizen suggested that the Town conduct a survey to visitors asking about using busses to Assateague.

Town Manager Ritter reminded Council of the Health Insurance Committee meeting on Thursday, May 6th at 9:00 a.m. He also reminded Council of the Harbor Committee meeting on Thursday at 6:00 p.m. He mentioned the Mother Earth Day celebration on Saturday, May 8th in the Robert n. Reed, Sr. Downtown Park.

Public Works Director Spurlock reminded Council of the Public Works Committee meeting on the 17th at 5:00 p.m.

13. Closed Meeting in Accordance with Section 2.2-3711(A) (1)&(6) of the Code of Virginia

- **Consideration of the Investment of Public Funds**
- **Possible Litigation**

Councilman Frese motioned, seconded by Councilwoman Richardson to convene a closed meeting under Section 2.2-3711(A)(1)&(6) of the Code of Virginia to discuss the consideration of investment of public funds and possible litigation. Unanimously approved.

Councilman Frese motioned, seconded by Vice Mayor Jester to reconvene in regular session. Unanimously approved.

Councilman T. Howard motioned, seconded by Councilwoman Conklin 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)&(6) 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- Conklin, Frese, T. Howard, Richardson, J. Howard, Jester

Nays- None

Absent- None

Adjourn

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

Mayor

Attest: Town Manager

MINUTES OF THE MAY 20, 2010
CHINCOTEAGUE TOWN COUNCIL SPECIAL MEETING

Council Members Present:

John H. Tarr, Mayor
James Frese, Councilman
Terry Howard, Councilman
Ellen W. Richardson, Councilwoman

John N. Jester, Vice-Mayor
Nancy B. Conklin, Councilwoman
John H. Howard, Councilman

Committee Members Present:

Bryan Rush, Chairman
April Hooper
Mollie Cherrix

Robbie Fisher
Harvey Spurlock

Call to Order

Mayor Tarr called the meeting to order at 9:08 a.m.

Invocation

Councilman T. Howard offered the invocation.

Pledge of Allegiance

Mayor Tarr led in the Pledge of Allegiance.

Agenda Additions/Deletions and Adoption

Councilman Frese motioned, seconded by Councilman J. Howard to approve the agenda. Unanimously approved.

1. USI Health Insurance Brokers Presentation of Various Health Plans

Ms. Buswell and Ms. Carrithers met with the Council and Committee members to go over the different carriers and plans as well as final pricing. In addition to medical plans they also gave information on dental and vision plans.

Ms. Buswell did advise everyone that she had spoken with the present carrier, United Healthcare, and was waiting to hear back from them with an even lower quote than they previously gave.

She also stated that Anthem, by far, is providing the best rates. Out of pocket and deductible amounts could be higher. All Anthem plans allow you to go into Maryland and have no referrals. This was one of the major concerns in choosing a carrier.

Optima Health, however, quoted rates higher than what we are currently paying.

The quotes we have at the present time from United Healthcare reflect a 22.4% increase with minimal changes. This does include the retirees. By removing the retirees it reflects an increase of 17%.

When asked if we had any questions or comments, Chairman Rush noted that most of the services with Anthem look comparable to what we now have.

After looking at the different plan options the committee was in agreement to present Council with three Anthem plans in which the employee would be able to choose. These plans are priced differently and have different deductibles, etc.

There was discussion on the dental and eye plans as well. If these are offered, they would be offered at the employee's expense but can be done through payroll deduction.

Should Council go with the recommendation, the retirees will be put on a separate plan with United of Omaha. The monthly bill will be mailed directly to the Town. This plan is accepted by all providers that accept Medicare. The Part D portion of the Medicare, which is the prescription drugs, will be handled by First Health.

All agreed to shoot for a July 1st timeline rather than a June 1st timeline so there will be enough time for meetings to educate the retirees and make for a smoother transition.

Chairman Rush thanked everyone for their time and effort during this process.

Mayor Tarr thanked USI Insurance Services for their patience.

Adjournment

Councilman Frese motioned, seconded by Councilman T. Howard to adjourn the meeting. Unanimously approved.

Mayor

Attest: Town Manager

**MINUTES OF THE MAY 20, 2010
CHINCOTEAGUE TOWN COUNCIL MEETING**

Council Members Present:

John H. Tarr, Mayor	John N. Jester, Vice-Mayor
James Frese, Councilman	Nancy B. Conklin, Councilwoman
Terry Howard, Councilman	John H. Howard, Councilman
Ellen W. Richardson, Councilwoman	

CALL TO ORDER

Mayor Tarr called the meeting to order.

INVOCATION

Councilman T. Howard offered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Tarr led in the Pledge of Allegiance.

AGENDA ADDITIONS/DELETIONS AND ADOPTION

Mayor Tarr advised that Councilman J. Howard asked to add item 4(a) to the agenda for discussion of the waiver of a permit for a fee. He also asked the pleasure of Council to switch item 3 with item 5. Council concurred.

Councilwoman Conklin motioned, seconded by Councilwoman Richardson to adopt the agenda as amended. Unanimously approved.

1. Consider Adoption of the Minutes

- **Special Council Meeting of April 6, 2010**

Councilman T. Howard motioned, seconded by Councilman J. Howard to approve the minutes as presented. Unanimously approved.

2. Resolution on VDOT's FY 2011, Litter Grant Program

Councilwoman Richardson motioned, seconded by Councilman Frese to adopt the resolution for the VDOT Fiscal Year 2011 Litter Grant Program. Unanimously approved.



RESOLUTION

WHEREAS, The Town Council of the Town of Chincoteague Incorporated desires to submit an application for an allocation of funds of up to \$5,000 through the Virginia Department of Transportation Fiscal Year 2011, Revenue Sharing Program; and,

WHEREAS, \$5,000 of these funds are requested to fund recycling collection fees along with the Spring and Fall Cleanup Projects;

NOW, THEREFORE, The Town Council of the Town of Chincoteague, Incorporated hereby supports this application for an allocation of up to \$5,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED the Town Council of the Town of Chincoteague, Incorporated hereby grants authority for the Town Manager to execute project administration agreements for any approved revenue sharing project.

ADOPTED by unanimous vote of the Town Council on June 20, 2010.

John H. Tarr, Mayor

(SEAL)

Attest:

Robert G. Ritter, Jr., Town Manager

3. Commercial Use Authorization to Conduct Business on Public Property.

Town Manager Ritter advised that approximately 2 weeks ago Mr. Greg Dickey with the VML Insurance Program conducted a routine insurance meeting. He advised that he asked Mr. Dickey about 2 business license applications regarding kayak businesses to use the Eastside boat ramp. He was then advised that should an accident occur on Town property the Town would be liable. He stated that the Town then issued 9 letters to the kayak and charter boat businesses asking them not to conduct business at the Town's launch sites. He added that the Park Service charges \$200 and requires an agreement, which they have mirrored the enclosed draft policy.

Town Manager Ritter then stated that he met with several people regarding this situation and developed an agreement, which is included in the packet along with the email from Town Attorney Poulson. He stated that they are looking at some type of agreement with commercial use authorization. He advised that Town Attorney Poulson feels they need an agreement along with a \$1,000,000 insurance policy requirement, which he felt is an average amount. He added that Council can determine the amount. He reviewed the language of the proposed agreement. There was discussion regarding the liability and verbiage of the agreement. Council feels they should include the Town as a co-insured.

Councilman Frese feels that those with business licenses shouldn't have to incur an additional fee. He reviewed the verbiage further, requesting that "kayak" be added. He advised that this matter was reviewed approximately 8 years ago and they did away with it.

Councilwoman Conklin asked about the amount of insurance required. She feels that the Town should be more business-friendly.

Councilman Frese asked Mayor Tarr if the complaint was that the kayak businesses were using the ramps to conduct business.

Town Manager Ritter interrupted that this was to determine if an entity from Ocean City could come and set up business at the Town's ramps. He feels that it is a gray area.

There was lengthy discussion regarding amount of insurance and naming the Town on their policies. They also reviewed the draft agreement and made suggestions.

Mayor Tarr then opened the floor for public participation.

- Capt. Bret Schoeberl stated that his insurance policy specifically states "off and on the boat" and "to and from their car". He asked if he left someone at the handicapped ramp if he was still liable.

Town Manager Ritter responded that it would be covered.

Mayor Tarr stated that it isn't because of the boat slip. He added that it's because of the agreement that holds the Town harmless.

Mr. Schoeberl asked if he would have to sign anything else or have more insurance.

Town Manager Ritter advised they would not.

- Mr. Ray Davis of Capt. Dan's tours doesn't feel there is a comparison between the kayak businesses, using the ramp addresses to conduct business versus the Island businesses that use the ramps but conduct business elsewhere. He advised that they are only picking up the passengers at the ramps. He doesn't feel this makes any sense.

- Mr. Tommy Daisey of Daisey's Dockside Cruises feels that the Town should be friendlier to those who live here and pay taxes here. He doesn't feel they should be put in the same category as those businesses from Ocean City. He also added that the National Park Service requires a policy of \$300,000. He explained that because his business isn't 51% of his income. He requested that those who work on the water as a second job should have the same opportunity to be offered a slip at the Harbor.

There was some discussion about subleasing slips.

- Mr. Ernie Bowden feels that they need to read the Harbor Ordinances. He stated that the Harbor is for loading and unloading commercial and recreational vessels. He stated that they are not conducting business at the Harbor by picking up customers. He also added they cannot insure the Town as you have to have an interest in the property you're insuring. He added that the Harbor Ordinance states that all areas other than the slips are open to the public. Mr. Bowden added that the only difference is stepping from the ramp to the boat. He suggested adding to the agreement "no loading of passengers from the ramp". He stated that they can designate an area for this purpose because they can't discriminate. He expressed that if we don't like the ordinances, they should change them.

- Mr. Dan Davis, of Captain Dan's, asked if there was a statement regarding too much parking. He doesn't agree that if there are too many customers using the parking facility then they would have to be relocated.

There was discussion back and forth and Mayor Tarr expressed his concerns regarding legalities.

- Mr. Bob Boardman stated that before his business license was approved, he had to have adequate parking. He asked how this was possible to approve a business license to those out of town businesses.

Someone in the audience asked if all the kayak users purchased a launching permit.

Mayor Tarr stated that the trailers have the permits and the kayaks have stickers. He advised that some businesses have both.

- Capt. Mac MacDowell mentioned the letter he received from Town Manager Ritter. He stated that this upset his family and feels that it's out of control. He was led to believe that the Harbor Committee makes recommendations regarding the Harbor. He stated that he is stuck in the middle. He stated that if he pays for a slip in the Harbor it will all go away. He also added that he is only asking for a place to have people get on the boat. He would like for Council to come up with something to help the working watermen that don't have slips.

Councilwoman Conklin advised that she received a letter from a kayak businessman. He advised her that he transports all his passengers and kayaks in his own vehicle. He stated that he is not taking up a lot of parking and is a resident of Melfa, Va. He also has more than adequate insurance. She stated that she doesn't understand why he is getting the runaround. She added that it isn't fair to force people to buy that amount of insurance that they'll never need.

Discussion continued about the amount of insurance.

Councilman T. Howard asked if the Town has liability insurance on all of the Town property.

Town Manager Ritter advised that there is insurance for the "public property". He stated that it is different when it is being used for business purposes.

- Mr. Jim White understands the intent. He referred to the proposed policy. He doesn't believe that it's the Town's responsibility to determine what the reasonable rate would be for a business. He also doesn't agree allowing the Town Manager "discretion".

Mayor Tarr feels a simple solution is to go back to the original way of business, except if anyone applies and names the Town property as their place of business, it wouldn't be allowed. He added that an alternative would be if they would sign a "hold harmless" agreement.

Vice Mayor Jester asked if they would be willing to sign a "hold harmless" agreement.

- Ms. Mary Dipetro stated that she has worked in the insurance field and attorney's office. She stated that anyone can sue for just about anything. She also stated that you have to be legally liable before you have any exposure. She added that if the Town's dock has a flaw, they would be pulled into the responsibility.

Mayor Tarr stated that the Town had that matter brought up when they built the Skate Park. He advised that the insurance company stated that there was no more liability than someone swinging on a swing set. He stated that it's public property.

Vice Mayor Jester asked if they could revise the agreement to hold the Town harmless.

Town Manager Ritter asked what he should allow for the coming weekend.

Mayor Tarr suggested allowing them to run their businesses as usual, until Council can decide how to handle this matter. He feels the business license is a separate issue.

- Mr. Spider Fleming asked Council to put the agreement off until after the summer.

Mayor Tarr interjected that business will be as usual and there should only be an agreement to hold the Town harmless.

Councilman Frese asked that letters be sent tomorrow rescinding the recent letters asking business to cease.

Councilman Frese motioned, seconded by Councilwoman Richardson to allow those businesses affected by the letter to return to business as usual. Unanimously approved.

The working watermen in the audience thanked Council.

Councilman T. Howard motioned, seconded by Councilman Frese to have Town Manager Ritter draft a "Hold Harmless" agreement. Unanimously approved.

4. Discussion on the Time of Regular Council Meetings

Councilman Frese stated that the meetings were originally moved to 6:00 p.m. from 7:30 p.m. to be able to have more public participation. He stated that there have been problems with the earlier time, but doesn't want to go back to the 7:30 p.m. start time.

Councilwoman Richardson feels that 7:00 p.m. is sufficient as there are a lot of people that work or take care of family members that would like to attend. She also suggested having the public participation at the beginning.

Councilman T. Howard feels that Council should vote on a time and keep it so people can schedule the meetings and be able to attend.

Councilwoman Conklin stated that regardless of the time the people who want to attend will be there. She agrees with Mayor Tarr that the important agenda items that people didn't want to miss could be moved later in the agenda.

Councilwoman Richardson advised that with all due respect, she still works and the Mayor runs a business. She stated that she doesn't get supper during those meeting nights. She feels it is a hardship. She also added that if they weren't so long-winded they would get out at a decent hour.

Mayor Tarr stated that there will be an organizational meeting in July at which they can discuss the meeting times.

Councilwoman Richardson motioned, seconded by Councilman Frese to move the Council meeting times to 7:00 p.m. Motion carried.

Ayes: Richardson, Frese, T. Howard, Jester

Nays: J. Howard, Conklin

Mayor Tarr announced that the next Council meeting will be at 7:00 p.m. He stated that to avoid the late evening meetings Council should review the agenda and possibly set time limits. He advised this will be reviewed and addressed at the organizational meeting in July.

4(a). Discussion of Waiver of a Permit for a Fee.

Councilman J. Howard explained that currently if there is a sign in your front yard and someone damages or destroys it, you would have to apply for a new sign permit and pay the fee. He would like to have the permit fee waived to replace a damaged sign.

There was questions regarding the permit requirements and Mayor Tarr asked about the fee.

Town Manager Ritter advised that the fee for less than 25 square feet is \$45 and \$1.00 for each square foot in excess.

Councilman J. Howard stated that this matter came up because someone ran into a sign damaging it. He stated that it was reported to the police. He added that the sign was replaced and the owner received a letter to obtain a permit for replacing the sign and pay a fee.

Discussion continued.

Councilman J. Howard motioned, seconded by Councilman T. Howard that if a sign is destroyed by a motor vehicle or act of God or beyond the owner's control, a permit shall be required as in the Building Code. However, the cost of the sign shall be waived. Unanimously approved.

5. Insurance Broker Recommendations to Council

(a) Recommendation on the Retirees over 65 years of age.

(b) Recommendation on the Employees and Retirees under 65 years of age.

Ms. Lisa Buswell introduced herself and Mary Carrithers of USI Insurance Centers. She explained the different plans for employees and pre 65 retirees, along with the post 65 retirees.

Mayor Tarr reiterated that the recommendation from USI is Anthem Blue Cross Blue Shield using the KeyCare plans. He stated that those that take the KeyCare plans with the lesser premium, the remainder of the allowance will be placed into a health savings account for that employee.

Councilman T. Howard motioned, seconded by Councilman Frese to accept the recommendation from the Committee and USI for the employees pre-65 for the Anthem Blue Cross Blue Shield KeyCare 15, 25 and Lumenos 67 HSA plan along with those who take the Lumenos 67 HSA plan the additional difference in premium from the base KeyCare 25 will go into their health savings account. Unanimously approved.

Councilman Frese motioned, seconded by Councilman J. Howard to accept for the post 65 retirees United of Omaha First Health Medicare Supplement part D plan F. Unanimously approved.

Councilman Frese motioned, seconded by Councilman T. Howard that the Town fund the donut hole as needed for the post 65 retirees. Unanimously approved.

Councilman Frese motioned, seconded by Councilman T. Howard to accept the voluntary dental and eye care plans. Unanimously approved.

Mayor Tarr thanked the Healthcare Committee members for their hard work.

6. Mayor & Council Announcements or Comments

Town Manager Ritter reminded Council that there would be a meeting with Mr. Lou Hinds and Ms. Trish Kicklighter for the annual USF&W meeting at 7:00 p.m. at the Center.

Mayor Tarr stated this is the annual general meeting of the plans for the upcoming season and not specifically for the beach parking.

7. Closed Meeting in Accordance with Section 2.2-3711(A)(10) of the Code of Virginia.

• **Special Awards (Scholarship)**

Councilman T. Howard moved, seconded by Councilman Frese to convene a closed meeting under Section 2.2-3711(A)(10) of the Code of Virginia to discuss personnel matters. Unanimously approved.

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

Councilman T. Howard moved, seconded by Councilman J. Howard 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)(10) 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- Jester, Frese, T. Howard, J. Howard, Richardson, Conklin
Nays- None
Absent- None

ADJOURN

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

Mayor

Attest: Town Manager

TOWN OF CHINCOTEAGUE, INC.
FY'11 PROPOSED BUDGET

PUBLIC HEARING TO BE HELD MONDAY, JUNE 7, 2010 AT 6 PM
IN THE TOWN COUNCIL CHAMBERS
6150 COMMUNITY DRIVE
CHINCOTEAGUE ISLAND, VA 23336

<u>REVENUES</u>		<u>EXPENDITURES</u>	
TAXES, PENALTY, INTEREST	\$ 832,815	GENERAL GOVERNMENT	
PERSONAL PROPERTY TAX RELIEF	\$ 150,250	SALARIES & BENEFITS	\$ 823,021
MEALS TAX	\$ 600,000	EXPENSES	\$ 620,126
BANK FRANCHISE TAX	\$ 45,000	CAPITAL IMPROVEMENTS	\$ 88,956
SALES TAX	\$ 111,200	PUBLIC WORKS ADMINISTRATION	
BUSINESS LICENSE	\$ 125,000	SALARIES & BENEFITS	\$ 151,037
MOTOR VEHICLE LICENSE	\$ 95,000	EXPENSES	\$ 493,506
UTILITIES TAX	\$ 130,000	CAPITAL IMPROVEMENTS	\$ 133,857
COMMUNICATIONS TAX	\$ 243,200	MOSQUITO CONTROL DIVISION	
TRANSIENT OCCUPANCY TAX	\$ 600,000	SALARIES & BENEFITS	\$ 46,543
FINES	\$ 45,000	EXPENSES	\$ 86,460
INTEREST	\$ 47,000	CAPITAL IMPROVEMENTS	\$ 63,294
USER FEES	\$ 25,000	FACILITIES DIVISION	
BUILDING PERMITS	\$ 42,000	SALARIES & BENEFITS	\$ 250,520
FIRE PROGRAMS	\$ 11,910	EXPENSES	\$ 49,829
PAYMENT IN LIEU OF TAXES - USFWS	\$ 4,200	ROADS DIVISION	
RECOVERED COST FROM WATER	\$ 123,720	SALARIES & BENEFITS	\$ 77,806
MISCELLANEOUS INCOME	\$ 74,296	EXPENSES	\$ 391,597
SOLID WASTE COLLECTION FEE	\$ 290,498	POLICE DEPARTMENT	
LAW ENFORCEMENT FUNDS	\$ 104,000	SALARIES & BENEFITS	\$ 571,075
E911 DISPATCH REVENUE	\$ 29,000	EXPENSES	\$ 95,300
VDOT MAINTENANCE FUNDS	\$ 469,670	CAPITAL IMPROVEMENTS	\$ 97,500
ROAD PERMIT FEES	\$ 800	EMERGENCY DISPATCH	
VA COMM. FOR THE ARTS GRANT	\$ 5,000	SALARIES & BENEFITS	\$ 212,417
USDA GRANT	\$ 52,500	EXPENSES	\$ 31,600
POLICE CUMMUNITY DONATIONS	\$ 20,000		
TOWER RENT	\$ 4,800		
LITTER GRANT	\$ 2,585		
TOTAL GENERAL FUND REVENUE	\$ 4,284,444	TOTAL GENERAL FUND EXPENSES	\$ 4,284,444
MAIN STREET PROJECT GRANTS	\$ 217,770	MAIN STREET	
PROGRAM INCOME	\$ 3,000	EXPENSES	\$ 6,920
LOAN POOL REPAYMENT	\$ 3,920	CAPITAL IMPROVEMENTS	\$ 237,380
TRANSFER FROM GENERAL FUND	\$ 19,610		
TOTAL MAIN STREET PROJECT	\$ 244,300	TOTAL MAIN STREET PROJECT	\$ 244,300
HARBOR RENT	\$ 59,258	HARBOR SALARIES & BENEFITS	\$ 27,355
SUBLEASES/LOADING DOCK/STORAGE	\$ 20,830	EXPENSES	\$ 44,934
HARBOR INTEREST	\$ 1,500	CAPITAL IMPROVEMENTS	\$ 179,850
TRANSFER FROM LT REPLACEMENT R	\$ 15,157		
GRANTS	\$ 155,394		
TOTAL HARBOR REVENUE	\$ 252,139	TOTAL HARBOR EXPENSES	\$ 252,139
TROLLEY GRANTS	\$ 48,400	TROLLEY SALARIES & BENEFITS	\$ 32,300
PROGRAM INCOME	\$ 7,000	EXPENSES	\$ 43,100
TRANSFER FROM GENERAL FUND	\$ 20,000		
TOTAL TROLLEY REVENUE	\$ 75,400	TOTAL TROLLEY EXPENSES	\$ 75,400

TOWN OF CHINCOTEAGUE, INC.
FY'11 PROPOSED BUDGET

PUBLIC HEARING TO BE HELD MONDAY, JUNE 7, 2010 AT 6 PM
IN THE TOWN COUNCIL CHAMBERS
6150 COMMUNITY DRIVE
CHINCOTEAGUE ISLAND, VA 23336

REVENUES

EXPENDITURES

WATER RENT	\$ 913,028	WATER FUND	
WATERLINE EXTENSIONS	\$ 10,000	SALARIES & BENEFITS	\$ 288,004
SERVICE CONNECTIONS	\$ 18,760	EXPENSES	\$ 250,564
INTEREST ON WATER RESERVE	\$ 360	CAPITAL IMPROVEMENTS	\$ 440,544
MISCELLANEOUS INCOME	\$ 500		
AVAILABILITY FEES	\$ 36,464		
TOTAL WATER FUND REVENUE	\$ 979,112	TOTAL WATER FUND EXPENSES	\$ 979,112
TOTAL ALL REVENUES	\$5,835,395	TOTAL ALL EXPENDITURES	\$ 5,835,395

THE FOLLOWING RATES HAVE BEEN PROPOSED FOR THE CURRENT TAX YEAR WITHIN THIS BUDGET:

REAL ESTATE TAX LEVY	\$0.06 PER \$100 OF ASSESSED VALUE
PERSONAL PROPERTY	\$0.85 PER \$100 OF ASSESSED VALUE
EXCISE TAX (MEALS)	5%
EXCISE TAX (TRANSIENT OCCUPANCY)	3%
MOTOR VEHICLE LICENSE	\$33.00
SOLID WASTE COLLECTION	\$1.50 PER WEEK
PERSONAL PROPERTY TAX RELIEF	63%

A COMPLETE COPY OF THE PROPOSED BUDGET IS AVAILABLE IN THE TOWN OFFICE, 6150 COMMUNITY DRIVE, CHINCOTEAGUE ISLAND, VIRGINIA.

Town of Chincoteague		
		FY'11 Budget Revenues
<u>Revenue Name</u>	<u>Number</u>	<u>Budgeted</u>
Fund 10 - General Government		
Real Estate Tax Levy	4001-0100	\$ 612,815
Tangible Property Tax Levy	4001-0125	\$ 185,000
Delinquent Tax Collection, Int. & Pen.	4001-0130	\$ 35,000
Meals Tax	4001-0500	\$ 600,000
Bank Franchise Tax	4001-0600	\$ 45,000
Sales Tax	4010-0100	\$ 105,000
Business License	4010-0200	\$ 125,000
Motor Vehicle License	4010-0300	\$ 95,000
Utilities Tax	4010-0500	\$ 130,000
Transient Occupancy Tax	4010-0600	\$ 600,000
Fines	4015-0100	\$ 45,000
Interest on Savings	4020-0100	\$ 47,000
Banner Donations	4041-0100	\$ -
Cemetery Cleanup Donations	4041-0150	\$ 1,000
User Fees	4041-0200	\$ 25,000
Building Permits	4041-0500	\$ 42,000
Zoning Advertisements	4041-0600	\$ 2,000
Grants/Litter	4045-0100	\$ 2,585
Sale of Capital Assets	4049-0100	\$ 500
Health Insurance-Retirees Spouse	4051-0200	\$ 20,796
VA Fire Programs	4051-0300	\$ 11,910
Payment in lieu of Taxes - USFWS	4061-0100	\$ 4,200
Harbor Administration	4061-0105	\$ 7,000
Rental Income - Trolley	4061-0106	\$ 12,000
Tower Rent	4061.0107	\$ 4,800
Communications Tax	4071-0100	\$ 243,200
Personal Property Relief Act	4071-0200	\$ 150,250
Mobile Home Sales Tax	4071-0300	\$ 6,200
Recovered Cost from Water	4101-0200	\$ 123,720
Public Works Miscellaneous	4201-0100	\$ 10,000
Miscellaneous Income	4303-0100	\$ 15,000
Solid Waste Collection Fee	4303-0400	\$ 290,498
Law Enforcement Funds	4401-0100	\$ 104,000
Police Miscellaneous	4401-0125	\$ 1,000
Police Donations	4401-0150	\$ 20,000
Police Grants	4401-0160	\$ 5,000
USDA Grant	4401-0162	\$ 52,500
911 Dispatch Revenue	4401-0200	\$ 29,000
VDOT Maintenance Funds	4501-0100	\$ 469,670
Road Permit Fees	4501-0101	\$ 800
VA Commission for the Arts - Grant	4545-0140	\$ 5,000
Total Fund 10		\$ 4,284,444

Town of Chincoteague		
		FY'11 Budget Revenues
<u>Revenue Name</u>	<u>Number</u>	<u>Budgeted</u>
Fund 20 - Main Street Project		
Program Income	4501-0100	\$ 3,000
TEA-21 Grant	4501-0115	\$ 217,770
Loan Repayment	4501-0200	\$ 3,920
Transfer from General Fund	4501-8900	\$ 19,610
Total Fund 20		\$ 244,300
Fund 30 - Curtis Merritt Harbor		
Interest on Harbor Savings	4031-0100	\$ 1,500
Harbor Rent	4031-1000	\$ 59,258
Subleases	4031-1002	\$ 17,560
Dry/Winter Storage	4031-1003	\$ 750
Loading Dock	4031-1004	\$ 2,520
VA Port Authority Grant	4031-1050	\$ 106,029
Boating Infrastructure Grant (BIG) Dept of Health	4031.1055	\$ 49,365
Transfer from Long Term Replacement	4031-8900	\$ 15,157
Total Fund 30		\$ 252,139
Fund 70 - Trolley		
Trolley Grants	4501-0100	\$ 48,400
Program Income	4501-0110	\$ 7,000
Transfer from General Fund	4501-8900	\$ 20,000
Total Fund 70		\$ 75,400
Fund 80 - Water		
Water Rent	4101-0100	\$ 913,528
Water Adjustments	4101-2200	\$ (500)
Waterline Extensions	4131-0100	\$ 10,000
Service Connections	4131-0200	\$ 18,760
Interest on Water Savings	4131-0300	\$ 360
Miscellaneous	4131-0400	\$ 500
Availability Fees	4131-0500	\$ 36,464
Total Fund 80		\$ 979,112
TOTAL ALL FUNDS		\$ 5,835,395

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
FUND 10 - General Fund		
Fund 10 - General Fund/Department 50 - General Government		
<u>Salaries</u>		
Mayor	5010-0101	\$ 4,800
Council	5010-0102	\$ 23,040
Town Office Staff	5010-1001	\$ 360,367
Emergency Medical Staff	5010-1002	\$ 223,704
Overtime	5010-1003	\$ 30,000
<i>Subtotal</i>		\$ 641,911
<u>Benefits</u>		
Social Security	5020-2001	\$ 49,106
Hospitalization	5020-2101	\$ 60,765
Blood Bank	5020-2102	\$ 100
Unemployment - All Employees	5020-2103	\$ 5,000
Retirement	5020-2201	\$ 63,550
Life Insurance	5020-2202	\$ 2,589
<i>Subtotal</i>		\$ 181,110
<u>Expenses</u>		
Bank Charges	5030-3100	\$ 3,000
Building Administrator Expense	5030-3101	\$ 100
Cleaning	5030-3102	\$ 13,000
Planning Commission	5030-3103	\$ 40
Board of Zoning Appeals	5030-3104	\$ 40
Building Permit Surcharge	5030-3105	\$ 735
Board of Building Code Appeal	5030-3106	\$ 25
Emergency Medical Clothing	5030-3107	\$ 2,200
EMS Cell Allowance	5030-3108	\$ 1,500
Insurance	5030-3401	\$ 100,700
Auditing	5030-3501	\$ 24,790
Donations	5030-3601	\$ 6,600
Fire Department Donation	5030-3602	\$ 19,650
Transfer to Civic Center (TOTAX - 17%)	5030-3701	\$ 102,000
Tourism - 5% Chamber & 5% Civic Center	5030-3705	\$ 60,000
ANPDC Membership	5030-4030	\$ 7,000
Scholarship	5030-4301	\$ 1,000
Office Supplies/Publications	5030-4401	\$ 10,000
Office Equipment/Software Maintenance	5030-4402	\$ 20,000
Postage	5030-4403	\$ 10,000
Tax Bills & Conversion	5030-4404	\$ 750
Motor Vehicle License	5030-4501	\$ 2,100
Travel & Training	5030-4801	\$ 3,800
Mayor's Expense	5030-4901	\$ 300
Council's Expense	5030-4902	\$ 500
Town Manager's Expense	5030-4903	\$ 250

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Attorney/Legal Consultants	5030-5101	\$ 19,000
Drug/Alcohol Testing	5030-5201	\$ 2,000
Christmas Dinner	5030-5501	\$ 4,000
Dues	5030-6101	\$ 3,000
VML Conference	5030-6102	\$ 1,000
Advertising & Website	5030-7101	\$ 11,000
Building Maintenance	5030-7301	\$ 5,000
Electricity	5030-7401	\$ 14,500
Heating Oil	5030-7402	\$ 3,500
VA Fire Programs/CVFC	5030-7601	\$ 10,000
EOC Operations/Training	5030-7602	\$ 1,500
Special Projects	5030-7701	\$ 7,000
Pony Penning Expense	5030-7702	\$ 5,000
Telephone Bills	5030-8202	\$ 18,000
Health Insurance - Retirees	5030-8401	\$ 46,000
Insurance-Ret Spouses & Others	5030-8402	\$ 20,796
Miscellaneous	5030-8501	\$ 5,000
Cemetery Cleanup	5030-8600	\$ 1,500
Va Commission for the Arts	5030-8700	\$ 10,000
Transfer to Main Street Project	5030-8800	\$ 19,610
Transfer to Trolley Fund	5030-8900	\$ 20,000
VOLSAP For Volunteer Firemen	5030-8912	\$ 2,640
<i>Subtotal</i>		\$ 620,126
<u>Capital Improvements</u>		
Office Equipment	5090-9709	\$ 6,000
Bond - School Board Property	5090-9740	\$ 69,626
Interest on Bond	5090-9741	\$ 13,330
<i>Subtotal</i>		\$ 88,956
Subtotal Fund 10 Department 50		\$ 1,532,103
Fund 10 - General Fund/Department 60 - Public Works Administration		
<u>Salaries</u>		
Salaries	6010-1001	\$ 110,223
Overtime	6010-1003	\$ 500
<i>Subtotal</i>		\$ 110,723
<u>Benefits</u>		
Social Security	6020-2001	\$ 8,363
Hospitalization	6020-2101	\$ 18,000
Retirement	6020-2201	\$ 13,453
Life Insurance	6020-2202	\$ 498
<i>Subtotal</i>		\$ 40,314
<u>Expenses</u>		
Office Supplies & Equipment	6030-4401	\$ 500
Street Maintenance	6030-4501	\$ 1,000
Street Signs / 911	6030-4502	\$ 3,000

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Street Lights	6030-4503	\$ 40,000
Gasoline/Diesel	6030-4701	\$ 22,875
Oil/Grease	6030-4703	\$ 2,500
Tools Shop	6030-4704	\$ 2,000
Travel/Training	6030-4801	\$ 1,250
Clothing / Uniforms	6030-5202	\$ 1,175
Building Maintenance	6030-7301	\$ 1,500
Equipment Repairs	6030-7302	\$ 12,500
Safety	6030-7303	\$ 750
Vehicle PMs	6030-7304	\$ 1,000
Tires	6030-7305	\$ 2,000
Garage Supplies	6030-7306	\$ 2,000
Vehicle Repairs	6030-7307	\$ 7,000
Electricity	6030-7401	\$ 7,500
LP Gas	6030-7402	\$ 2,000
Tipping Fees	6030-7501	\$ 1,200
Sanitation Contract	6030-7501	\$ 380,256
Miscellaneous	6030-8501	\$ 1,500
<i>Subtotal</i>		\$ 493,506
<u>Capital Improvements</u>		
Vehicle	6090-9101	\$ 25,000
Equipment	6090-9102	\$ 10,000
Consultant	6090-9103	\$ 48,857
Road Lottery Program	6090-9104	\$ 50,000
<i>Subtotal</i>		\$ 133,857
Subtotal Fund 10 Department 60		\$ 778,400
Fund 10 - General Fund/Department 61 - Mosquito Control		
<u>Salaries</u>		
Salaries	6110-1001	\$ 31,504
Overtime	6110-1003	\$ 10,000
<i>Subtotal</i>		\$ 41,504
<u>Benefits</u>		
Social Security	6120-2001	\$ 3,103
Hospitalization	6120-2101	\$ 1,290
Retirement	6120-2201	\$ 626
Life Insurance	6120-2202	\$ 20
<i>Subtotal</i>		\$ 5,039
<u>Expenses</u>		
Insurance	6130-3401	\$ 8,100
Office Supplies	6130-4401	\$ 200
Gasoline	6130-4701	\$ 5,500
Tools & Small Equipment	6130-4704	\$ 1,000
Chemicals	6130-4705	\$ 44,610

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Contract Spraying	6130-4706	\$ 22,500
Travel/Training/Conference	6130-4801	\$ 300
Uniforms	6130-5202	\$ 500
Equipment Repairs/Maintenance	6130-7302	\$ 1,500
Safety Equipment	6130-7303	\$ 400
Vehicle Maintenance	6130-7304	\$ 1,250
Sundry	6130-6101	\$ 200
Cell Phone Allowance	6130-6204	\$ 400
<i>Subtotal</i>		\$ 86,460
<u>Capital Improvements</u>		
Drainage	6190-9125	\$ 63,294
<i>Subtotal</i>		\$ 63,294
Subtotal Fund 10 Department 61		\$ 196,297
Fund 10 - General Fund/Department 63 - Public Works Facilities		
<u>Salaries</u>		
Salaries	6310-1001	\$ 175,062
Overtime	6310-1003	\$ 1,000
<i>Subtotal</i>		\$ 176,062
<u>Benefits</u>		
Social Security	6320-2001	\$ 13,299
Hospitalization	6320-2101	\$ 39,000
Retirement	6320-2201	\$ 21,367
Life Insurance	6320-2202	\$ 792
<i>Subtotal</i>		\$ 74,458
<u>Expenses</u>		
Seasonal Decorations & Banners	6330-4100	\$ 2,000
Tools	6330-4704	\$ 750
Uniforms	6330-5202	\$ 5,179
Public Restroom Supplies	6330-6260	\$ 5,000
Electricity	6330-7401	\$ 3,500
Sundry	6330-8501	\$ 200

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Park & Recreation Expense	6330-8590	\$ 5,000
Vandalism Repairs	6330-8600	\$ 2,000
Boat Ramp Expense	6330-8700	\$ 17,000
Transfer to Boat Ramp Reserve	6330-8701	\$ 8,000
Donald J Leonard Park	6330-8800	\$ 200
Island Nature Trail	6330-8900	\$ 1,000
<i>Subtotal</i>		\$ 49,829
Subtotal Fund 10 Department 63		\$ 300,349
Fund 10 - General Fund/Department 65 - Public Works Roads		
<u>Salaries</u>		
Salaries	6510-1001	\$ 54,086
Overtime	6510-1003	\$ 2,000
<i>Subtotal</i>		\$ 56,086
<u>Benefits</u>		
Social Security	6520-2001	\$ 4,291
Hospitalization	6520-2101	\$ 10,500
Retirement	6520-2201	\$ 6,685
Life Insurance	6520-2202	\$ 244
<i>Subtotal</i>		\$ 21,720
<u>Expenses</u>		
Snow Removal	6530-4102	\$ 1,000
Pavement Maintenance	6530-4150	\$ 232,097
Sidewalks	6530-4201	\$ 30,000
Traffic Control Devices	6530-4202	\$ 20,000
Roadside Services	6530-4250	\$ 3,000
Drainage Maintenance	6530-6250	\$ 50,000
Traffic Control Operations	6530-7201	\$ 1,500
Electricity	6530-7450	\$ 49,000
Engineering	6530-8600	\$ 5,000
<i>Subtotal</i>		\$ 391,597
Subtotal Fund 10 Department 65		\$ 469,403
Fund 10 - General Fund/Department 70 - Police Department		
<u>Salaries</u>		
Salaries	7010-1001	\$ 439,875
Overtime	7010-1003	\$ 8,500
<i>Subtotal</i>		\$ 448,375
<u>Benefits</u>		
Social Security	7020-2001	\$ 34,755
Hospitalization	7020-2101	\$ 36,000
Retirement	7020-2201	\$ 49,970

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Life Insurance	7020-2202	\$ 1,975
<i>Subtotal</i>		\$ 122,700
<u>Expenses</u>		
Gasoline	7030-4701	\$ 19,500
Travel/Training	7030-4801	\$ 7,000
Uniform Allowance (Officers)	7030-5201	\$ 6,000
Uniforms - Town	7030-5202	\$ 3,000
Police Conference	7030-6102	
Photography	7030-7201	
Office Supplies/Equipment Maintenance	7030-7300	\$ 7,000
Equipment Repairs & Supplies	7030-7302	\$ 3,500
Vehicle Maintenance	7030-7304	\$ 5,000
Drug Enforcement	7030-7901	\$ 5,000
Academy Dues	7030-7903	\$ 3,800
Bicycle Patrol	7030-7904	\$ 500
Community/Youth Programs	7030-7905	\$ 20,000
Grant Funded Expenditures	7030-7906	\$ 5,000
Ammunition	7030-7907	\$ 1,400
Police Drug Dog	7030-7908	\$ 3,500
Cell Phone Allowance	7030-8203	\$ 3,600
Sundry	7030-8501	\$ 1,500
<i>Subtotal</i>		\$ 95,300
<u>Capital Improvements</u>		
Patrol Vehicle	7090-9650	\$ 27,500
In Car Computers	7090-9670	\$ 70,000
<i>Subtotal</i>		\$ 97,500
Subtotal Fund 10 Department 70		\$ 763,875
Fund 10 - General Fund/Department 75 - Emergency Dispatch		
<u>Salaries</u>		
Salaries	7510-1001	\$ 166,175
Overtime	7510-1003	\$ 2,500
<i>Subtotal</i>		\$ 168,675
<u>Benefits</u>		
Social Security	7520-2001	\$ 13,218
Hospitalization	7520-2101	\$ 18,000
Retirement	7520-2201	\$ 12,072
Life Insurance	7520-2202	\$ 452
<i>Subtotal</i>		\$ 43,742
<u>Expenses</u>		
Travel/Training	7530-4801	\$ 2,000
Uniform Allowance - Dispatchers	7530-5201	\$ 1,400
Uniforms (Town for Dispatchers)	7530-5202	\$ 500

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Office Supplies/Equipment Maintenance	7530-7300	\$ 20,000
E911 Line Fees	7530-8202	\$ 7,000
911 Addressing	7530-8203	\$ 600
Sundry	7530-8501	\$ 100
<i>Subtotal</i>		\$ 31,600
Subtotal Fund 10 Department 75		
		\$ 244,017
Total Fund 10		
		\$ 4,284,444
Fund 20 - Main Street Project		
<u>Expenses</u>		
Maintenance	2030-7101	\$ 4,920
Electricity	2030-7401	\$ 2,000
<i>Subtotal</i>		\$ 6,920
<u>Capital Improvements</u>		
Main Street Project	2090-9711	\$ 237,380
<i>Subtotal</i>		\$ 237,380
Total Fund 20		
		\$ 244,300
Fund 30 - Curtis Merritt Harbor		
<u>Salaries</u>		
Salaries	8010-1001	\$ 22,905
Overtime	8010-1003	\$ 200
<i>Subtotal</i>		\$ 23,105
<u>Benefits</u>		
Social Security	8030-2001	\$ 1,760
Retirement	8020-2201	\$ 2,385
Life Insurance	8030-2202	\$ 105
<i>Subtotal</i>		\$ 4,250
<u>Expenses</u>		
Administrative Expense - Town	8030-3100	\$ 7,000
Operation/Maintenance/Etc.	8030-7300	\$ 18,734
Driveway Stones		\$ 15,000
Sundry	8030-8501	\$ 4,200
<i>Subtotal</i>		\$ 44,934
<u>Capital Improvements</u>		
Fuel System	8090-9132	\$ 179,850
<i>Subtotal</i>		\$ 179,850
Total Fund 30		
		\$ 252,139
Fund 70 - Trolley		
<u>Salaries</u>		
Salaries	3010-0100	\$ 30,000

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
<i>Subtotal</i>		\$ 30,000
<u>Benefits</u>		
Social Security	3020-2001	\$ 2,300
<i>Subtotal</i>		\$ 2,300
<u>Expenses</u>		
Insurance & Bonding	3030-3401	\$ 4,000
Communication Service	3030-4400	\$ 1,000
Printing & Reproduction	3030-4401	\$ 4,000
Advertising & Promotion	3030-4402	\$ 750
Education & Training	3030-4403	\$ 500
Cleaning Supplies	3030-4404	\$ 425
Supplies & Materials (Other)	3030-4406	\$ 200
Membership & Dues	3030-4407	\$ 125
Travel & Meals	3030-4408	\$ 1,100
Fuel and Lubricants	3030-4701	\$ 7,000
Tires & Tubes	3030.4702	\$ 600
Uniforms	3030.4703	\$ 500
Parts	3030-4704	\$ 1,000
Drug and Alcohol Testing	3030-5201	\$ 900
Equipment Repairs/Maintenance	3030-7302	\$ 9,000
Rent	3030-8505	\$ 12,000
<i>Subtotal</i>		\$ 43,100
Total Fund 70		\$ 75,400
Fund 80 - Water		
<u>Salaries</u>		
Salaries	6210-1001	\$ 197,991
Overtime	6210-1003	\$ 3,000
Pump Duty	6210-1004	\$ 13,500
<i>Subtotal</i>		\$ 214,491
<u>Benefits</u>		
Social Security	6220-2001	\$ 15,146
Hospitalization	6220-2101	\$ 33,000
Retirement	6220-2201	\$ 24,472
Life Insurance	6220-2202	\$ 895
<i>Subtotal</i>		\$ 73,513
<u>Expenses</u>		
Office Supplies/Equipment Maintenance	6230-4401	\$ 2,500
Postage	6230-4403	\$ 3,300
Gasoline & Diesel	6230-4701	\$ 2,500
Tools	6230-4704	\$ 750
Chemicals	6230-4705	\$ 8,250
Travel & Training	6230-4801	\$ 2,500
Uniforms	6230-5202	\$ 1,300

Town of Chincoteague		
<u>Expenditure Name</u>	<u>Number</u>	FY'11 Expenditures
Dues/Licenses	6230-6101	\$ 600
Building Maintenance/Rehab	6230-7301	\$ 2,000
Safety	6230-7303	\$ 500
Vehicle Maintenance	6230-7304	\$ 750
Raw Water Purchase (NASA)	6230-7400	\$ 500
Electricity	6230-7401	\$ 45,364
LP Gas	6230-7402	\$ 500
Distribution & Repairs	6230-8101	\$ 30,000
Supply Repairs	6230-8103	\$ 15,000
Pager/Well Monitoring	6230-8202	\$ 500
Miss Utility	6230-8204	\$ 500
Sundry	6230-8501	\$ 200
Reimbursement to Fund 10	6230-8601	\$ 63,750
Loan Reimbursement to Fund 10 2 yrs left	6230-8602	\$ 60,000
Regulation Compliance	6230-8750	\$ 3,000
State Groundwater Permits	6230-8770	\$ 6,300
<i>Subtotal</i>		\$ 250,564
<u>Capital Improvements</u>		
Water Main Extensions	6290-9101	\$ 10,000
Interest on Water Bond Supply Line	6290-9504	\$ 28,702
Water Bond - Supply Line Main Street	6290-9505	\$ 95,169
Water Bonds	6290-9506	\$ 165,209
Interest on Water Bond	6290-9507	\$ 76,464
Waterline Line Replacement	6290-9600	\$ 10,000
S.C.A.D.A.	6290-9860	\$ 55,000
<i>Subtotal</i>		\$ 440,544
Total Fund 80		\$ 979,112
TOTAL ALL FUNDS		\$ 5,835,395

WATER RATES, CHARGES AND BILLING FOR FY 11

A minimum rate applies to all accounts after the minimum allowed usage and an additional dollar amount is applied per 1000 gallons. The following table applies to 5/8 and 3/4 residential, commercial and other size water meter connections, subject to a review by council for a 3% increase each year.

Meter Size (inches)	Minimum Bill (Quarter)	Allowed Usage (gallons)	Per 1,000 gallons Over Allowance
5/8 & 3/4	\$28 residential	6,000	\$4.23
	\$45 commercial	6,000	\$5.01
1	\$111	15,000	\$5.01
1.5	\$221	30,000	\$5.01
2	\$354	48,000	\$5.01
3	\$705	96,000	\$5.01
4*	\$1,102	150,000	\$5.01
6	\$2,205	300,000	\$5.01
8	\$3,528	480,000	\$5.01

*One meter currently in the system is to be charged \$6.33 per 1000 gallons over the allowed usage.

Connection Fees

New connections to the water system shall be charged at the rate below plus all additional related costs incurred by the town:

\$670 for a 5/8" or 3/4" Meter connecting pipe

\$1,176 for a 1" connecting pipe

\$1,570 for a 2" connecting pipe

Availability Fee Schedule

Meter Size (inches)	Availability Fee
5/8 & 3/4	\$3,708
1	\$9,270
1.5	\$18,540
2	\$29,664
3	\$59,328
4	\$92,700
6	\$185,400
8	\$296,640

Condominiums are charged an availability fee of \$3,819 per living unit but supplied by a master meter with the minimum billing based on the size of the meter.

Billing and other charges

- No service shall be reconnected without payment of all delinquent charges plus a reconnecting charge of \$50.00.
- Any person having service disconnected by the Town for purposes other than plumbing repairs, shall be charged a fee of \$75.00.
- A change of ownership fee of \$50.00
- A twenty-five percent administrative fee will be applied to all Water main extensions, by the Town

Water bill adjustments

If, after checking or testing the meter, the reading is found to be correct, the account will be charged \$50.00. If the meter or reading is found to be faulty or incorrect, the water bill will be adjusted accordingly.

FISCAL YEAR 2011

Rate Schedule

Curtis Merritt Harbor

(July 1, 2010 – June 30, 2011)

25 ft Slip \$407.00

30 ft Slip \$459.00

40 ft Slip \$691.00

50 ft Slip \$1006.00

Slip at head of Collector Pier \$1105.00

Loading Dock fees are \$7.00 per day after 4 hours for commercial vessels and \$10.00 a day for recreational vessels with a \$25.00 minimum.

Sublease rate for Commercial Vessels: \$4.50 per day or any portion of a day.

Sublease rate for recreational vessels: \$10.00 per day or any portion of a Day with a \$25.00 minimum or \$50.00 a Week (7 days) or \$200.00 a Month (30 days) any size slip.

Nets or other items left on dockside for storage over 3 days will be charged a \$10.00 fee per day.

Boat repair area for Harbor lessee is \$10.00 per day after 7 days per season haul out.

For Non Harbor Lessee there will be \$10.00 a day charge after the first 8 hours.

Fees or Penalties for leaving the work area not cleaned \$50.00 one time penalty per haul out. If payment is not received all Harbor and Town Property privileges will be prohibited.

Trailer parking with Harbormasters permission, short term (less than Two weeks) \$5.00 per day. Trailer must have a tag and a user fee sticker.

D.W.MERRITT HARBORMASTER

General Government Rates and Fees

Building and Zoning Permit Fees

Category	FY "11"	CURRENT FY "10"
Res. New Construction: per sq ft	\$0.18	\$0.18
Res. New Const.: minimum fee	\$80.00	\$80.00
Res. Remodeling & Alterations: per sq ft	\$0.13	\$0.13
Res. Remodeling & Alterations: minimum fee	\$60.00	\$60.00
Comm. New Construction: per sq ft	\$0.23	\$0.23
[plus \$5 per plumbing fixture (Chinco)]		
Comm. New Constr.: minimum fee	\$110.00	\$110.00
Comm. Remodeling & Alterations: per sq ft	\$0.18	\$0.18
Comm. Remodeling & Alterations: minimum fee	\$90.00	\$90.00
Mobile Homes: per sq ft	\$0.18	\$0.18
Demolition of Structure: Residential	\$30.00	\$30.00
Demolition of Structure: Commercial	\$30.00	\$30.00
Removal/Installation fule tanks:		
1000-3000 gallon capacity	\$115.00	\$115.00
Each additional 1000 gallon capacity	\$25.00	\$25.00
Installation of radio or communication tower:		
Up to 100 feet	\$115.00	\$115.00
Each additional 100 feet	\$45.00	\$45.00
Each Additional Attachement		
Piers or Bulkheads:		
Up to 300 linear feet	\$90.00	\$90.00
Each additional 100 linear feet	\$11.00	\$11.00
New Docks: per sq ft	\$0.18	\$0.18
Boat ramps & groins	\$115.00	\$115.00
Swimming Pools:		
Above-ground	\$60.00	\$60.00
In-ground	\$80.00	\$80.00
Commercial	\$80.00	\$80.00
Re-roofing (adding 1 layer to existing)	\$45.00	\$45.00
Installing New Sheathing-Residential while re-roofing		
Installing New Sheathing-Commercial while re-roofing		
Re-siding	\$45.00	\$45.00
Moved Buildings	\$80.00	\$80.00
For other work not listed:		
Residential	\$60.00	\$60.00
Commercial	\$90.00	\$90.00
Certificate of Occupancy (except when issued in conjunction w/a building permit):	n/a	n/a
No inspection required	\$30.00	\$30.00
Inspection required:		
Per sq ft	\$0.13	\$0.13
Minimum fee	\$60.00	\$60.00
Appeals to the Board of Appeals	\$450.00	\$450.00
Administrative Fees:		
Lost permit (reissue)	\$30.00	\$30.00
Permit amendment (reissue)	\$30.00	\$30.00
Change of use	\$50.00	\$50.00
Permit 6-month extension (2 ext. maximum)	\$30.00	\$30.00
For beginning constr. prior to obtaining BP:		
First offense	\$50.00	\$50.00
Each offense thereafter	\$200.00	\$200.00
Re-inspection fee	\$40.00	\$40.00
State Code Academy Surcharge	1.75%	1.75%
Refunds: (% of amount paid)		
Permit issued, no inspections	75%	75%
Foundation inspection completed	75%	75%
Framing & foundation inspection completed	25%	25%
Subdivision Review Fees (per each submitted plat):		
Up to 10 lots:		
Base fee	\$200.00	\$200.00
Each lot (in addition to base fee)	\$10.00	\$10.00
Over 10 lots or required new road construction:		
Base fee	\$500.00	\$500.00

General Government Rates and Fees

Each lot (in addition to base fee)	\$20.00	\$20.00
Zoning Fees:		
Zoning inspections	\$0.00	\$35.00
Special use permit	\$450.00	\$450.00
Conditional use permit	\$1,500.00	\$1,500.00
Conditional use permit for Wind Mills	\$450.00	\$0.00
Variance application	\$450.00	\$450.00
Special use permit & variance application processed & presented at same time	\$540.00	\$540.00
Appeal decision of Zoning Administrator	\$450.00	\$450.00
Proposed rezoning change	\$730.00	\$730.00
Amendment to the zoning ordinance	\$330.00	\$330.00
Vacating any subdivision plat or any part thereof	\$250.00	\$250.00
Certification of zoning compliance (includes home occupation)	\$30.00	\$30.00
Site evaluation (subdivision)	\$100.00	\$100.00
Travel Trailer Park Fees:		
Up to 25 trailers	\$500.00	\$500.00
26-49 trailers	\$1,000.00	\$1,000.00
50 or more trailers	\$2,000.00	\$2,000.00
Base fee		
Each lot if over 4 lots (plus base fee)		
Sign Permit Fees:		
Less than or equal to 25 square feet	\$45.00	\$45.00
Each sq ft in excess of 25 sq ft	\$1.00	\$1.00
Mobile Home Park Fees:		
4-25 mobile homes	\$1,000.00	\$1,000.00
26-40 mobile homes	\$2,000.00	\$2,000.00
41 or more mobile homes	\$5,000.00	\$5,000.00
Base fee		
Each lot if over 4 lots (plus base fee)		
Transcript Fees (per page)	\$12.00	\$12.00
Document Fees:		
Comprehensive Plan	\$20.00	\$20.00
Zoning Ordinance	n/a	n/a
Subdivision Ordinance	n/a	n/a
Complete ordinances, incl zoning & subdivision	\$35.00	\$35.00
Excerpts from Ordinances & Other Town Documents: per page and/or double sided per page	\$0.50	\$0.50
Maps 36" x 44"	\$55.00	\$55.00
Contractors List (Class A & B)	\$0.00	\$0.00
New Address Fee	\$25.00	\$25.00
New Road Fee (at cost per MSAG)	cost	cost
Elevators/Escalators/Lifts	\$60.00	\$60.00
Mobile Offices/Pre-manufactured Units/ Storage Containers	\$60.00	\$60.00
Tent/Air Support Structures (over 900 sq ft)	\$80.00	\$80.00
Carport or Garage: per sq ft	\$0.18	\$0.18
Accessory building/structure (<150 sq ft)	\$45.00	\$45.00
Deck: per sq ft	\$0.18	\$0.18
Fence (> 8 linear ft. Total)	\$45.00	\$45.00
Fireplace	\$0.00	\$0.00
Foundation	\$60.00	\$60.00
<u>General Government Taxes and Fees</u>		
Real Estate Tax (\$.06/100)	\$0.06	\$0.06
Tangible Property Tax (\$/100)	\$0.85	\$0.85
Tangible Property Tax Relief (percent)	63%	62%
Excise Tax; Meals (percent)	5%	4%
Excise Tax; Transient Occupancy Tax (percent)	3%	3%
Vehicle Decals (annual)	\$33.00	\$27.00
Road Suvdivision Review Fee	\$250.00	\$250.00
Side Walk Administrative Fee Maximum of \$200 or 25%	25%	25%
Solid Waste Collection Fee (Residential per week)	\$1.50	\$1.00
Solid Waste Collection Fee (Commercial/Business per week)	\$1.50	\$1.00
Drainage Administrative Fee	25%	25%
Robert Reed Park, Fishing Vessels (per Day mon - fri)	\$15.00	\$15.00
Robert Reed Park, Fishing Vessels (per Day sat & sun)	\$30.00	\$30.00
Robert Reed Park Recreational Vessels (\$ per ft. per Day)	\$1.00	\$1.00
Business License Minimum	\$50.00	\$30.00

GENERAL GOVERNMENT
BUSINESS LICENSE RATES - 2011

(per \$100 of gross receipts)
 At a \$ 500 Maximum & \$ **50** Minimum

Code	Business Type	Rate
1	Retail Merchant	0.13
11	Restaurant	0.13
12	Amusements	0.13
2	Professional	0.13
3	Repair, Personal, Business	0.13
31	Tourist Home	0.13
32	Motel	0.13
33	Bed & Breakfast	0.13
34	Campground	0.13
35	Property Rental Agency	0.13
36	Charter Boats	0.13
37	Cottages/Cabins	0.13
38	Trucking/Hauling	0.13
39	Lawn Care	0.13
4	Contract Construction	0.13
41	Home Improvement	0.13
42	Construction Class C	0.13
43	Construction Class B	0.13
44	Construction Class A	0.13
45	Plumbers	0.13
46	Electricians	0.13
47	HVAC (Heating/Air Cond.)	0.13
5	No Charge	0
6	Peddler/Perishable*	\$75 per vehicle
7	Franchise (Utility)*±	1/2 of 1% of gross rec
8	Vending Machines	\$200 + .13
9	Wholesale	0.05
	Pawnbroker	\$100 + .13
	* Billposters	\$500
	* Carnival/Circus	\$500
	* Bus & Freight Terminal	\$85
	* Savings Institution; Credit Union	\$50
	* Going out of Business Sale	\$50
	* Itinerant Vendor	\$500
	* Retail Peddler on Foot	\$225
	* Retail Peddler Other than on Foot	\$500
	* Wholesale Peddler	\$100 per vehicle

* Does not follow the "per \$100 of gross receipts" format

± Cable Franchise rate is 2% of gross receipts.

NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE FOR THE TOWN OF CHINCOTEAGUE

The Town of Chincoteague purposes to increase property tax levies.

1. **Assessment Increase:** Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 2.1634%
2. **Lowered Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the total assessed value of real estate with the exclusions mentioned above, would be \$0.0591 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. **Effective Rate Increase:** The Town of Chincoteague proposes to adopt a tax rate of \$0.06 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.0009 per \$100, or 1.5228 percent. This difference will be known as the "effective tax rate increase."
Individual property taxes may, however, increase a percentage greater than or less than the above percentage.
4. **Proposed Total Budget Effect:** Based on the proposed real property tax rate and changes in other revenues, the total budget of the Town of Chincoteague will NOT exceed last year's budget.

A **public hearing** on the increase will be held on **Monday, June 7, 2010 at 6 p.m.** in Council Chambers, 6150 Community Drive, Chincoteague Island, Virginia.

NOTICE OF PUBLIC HEARING

The Town of Chincoteague will hold a public hearing on Monday, June 7, 2010 at 6 p.m. in the Town Council Chambers, 6150 Community Drive, Chincoteague, Virginia to receive comments on a proposed 1% increase to Excise Tax for Meals. Currently, the Town's Excise Tax for Meals is 4% and the proposed FY'11 budget increases this tax to 5%. If approved by Council this will amend Sec. 54-295 of the Chincoteague Town Code as follows:

There is hereby imposed and levied by the town, in addition to all other taxes and fees of every kind imposed by law, on each person a tax at a rate established by council set each year at the time of establishing the annual budget on the amount paid for meals purchased from any food establishment or not, and whether consumed

MEMORANDUM

To: Robert Ritter, Town Manager
From: Kenny L. Lewis, Zoning Administrator
Date: May 7, 2009
Subject: Request to Vacate Subdivision Lot Line
Carlton Mason

Mr. Michael Inman, Attorney at Law has submitted a request to vacate property lines at Marsh Island.

The lot lines to be vacated are identified on attached proposed plat.

I have reviewed the attachments and have found no violations of current zoning.

Please advise of a date for public hearing so I can notify attorney when to advertise.

INMAN & STRICKLER P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

KEITH DENSLOW • ELIZABETH M. DIETZMANN • MICHAEL A. INMAN • STEWART M. KAHN*
BARRY RANDOLPH KOCH • JEANNE S. LAUER • STEVEN L. LAUER • GREGORY J. MONTERO
VINCENT R. OLIVIERI • STEPHEN A. STRICKLER • ROS R. WILLIS

**Also admitted in NY, FL & SC*

May 11, 2010

Mr. Kenny Lewis, Zoning Administrator
Town of Chincoteague
6150 Community Drive
Chincoteague Island, VA 23336

RE: Captain's Quarters Townhouses

Dear Mr. Lewis:

Carlton Mason has submitted a request to vacate several property lines at Captain's Quarter Townhouses. Enclosed you will find the following documents in connection with this request:

1. Ordinance Vacating a Property Line of a Subdivision Plat;
2. Note of Public Hearing;
3. Re-Survey of the Land of Captain's Quarters Townhouses prepared by George E. Young, III, PC and last revised on 3/22/10; and
4. A copy of the last recorded subdivision plat for Captain's Quarters Townhouses.

Please advise me of the date for the public hearing so that I can notify Mr. Mason when to advertise in the local newspaper.

Sincerely,



Joanne Kirkland
Paralegal

Enclosures

cc: Carlton Mason (w/o plats)
Shawn Taylor; George E. Young, III, PC (w/o plats)

575 Lynnhaven Parkway, Suite 200, Virginia Beach, Virginia 23452-7350
Telephone 757-486-7055 • Facsimile 757-431-0410 • E-mail mainman@inmanstrickler.com
www.inmanandstrickler.com

**AN ORDINANCE VACATING A PROPERTY LINE OF A
SUBDIVISION PLAT PURSUANT TO
VIRGINIA CODE SECTION 15.2-2272.2**

WHEREAS, Captain's Quarters Townhouses Owners Association, Inc. (hereinafter "**Owners Association**") is the owner of that certain parcel of land known as Parcel 3C "Common Area" as shown on that certain plat entitled "RE-SURVEY OF THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND, INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA" last revised on March 22, 2010 and duly recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____; and

WHEREAS, Carlton W. Mason (hereinafter "**Mason**") is the owner of those certain parcels of land known as Residue Parcel 3 and Parcel 3D as shown on that certain plat entitled "RE-SURVEY OF THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND, INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA" last revised on March 22, 2010 and duly recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ (hereinafter "Re-Survey"); and

WHEREAS, the water meters for the Owners Association are physically located in a different area than was previously anticipated and shown on that certain plat entitled "ADDITION TO THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT

MARCH ISLAND, TAX MAP 30, PARCEL 3, MARSH ISLAND, ISLANDS DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA” dated December 10, 2001 and duly recorded in the Clerk’s Office of Accomack County in Deed Book 2001, at Page 135; and

WHEREAS, the Owners Association has agreed to redistribute a portion of the Common Area which was not needed for the installation of the water meters to Mason in exchange for Mason redistributing a portion of the Residue Parcel 3 area to the Owners Association; and

WHEREAS, Mason has agreed to relinquish that certain portion of Parcel 3D shown as “SEWAGE AREA 4,711 S.F.” and that certain portion of Parcel 3D shown as “SEWAGE AREA 6,025 S.F.” (hereinafter “Sewage Areas”) for the benefit of Lots 1-10 as shown on that certain plat recorded in Plat Book 88, Folio 114, as shown on the above referenced Re-Survey.

WHEREAS, the notice requirement of Section 15.2-2272.2 has been complied with; and

WHEREAS, the governing body affirmatively finds that no owner of any parcel of land shown on said Re-Survey will be irreparably damaged by said vacations of said property lines.

NOW THEREFORE BE IT ORDAINED AS FOLLOWS:

1. That the division of property lines between said Parcel 3C “Common Area” and Residue Parcel 3 as shown on that certain plat entitled “RE-SURVEY OF THE LANDS OF CAPTAIN’S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND INST #200308938,

PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA” last revised on March 22, 2010 and duly recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ be and are hereby vacated; and

2. That the division of property lines between said Parcel 3C “Common Area” and said Parcel 3D as shown on that certain plat entitled “RE-SURVEY OF THE LANDS OF CAPTAIN’S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA” last revised on March 22, 2010 and duly recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ be and are hereby vacated; and
3. That the division of property lines between said Parcel 3D and said Sewage Areas as shown on that certain plat entitled “RE-SURVEY OF THE LANDS OF CAPTAIN’S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA” last revised on March 22, 2010 and duly recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ be and are hereby vacated; and

4. That the Town Manager after the time for an appeal of the adoption of this Ordinance has expired, or if appealed the action of counsel is upheld, shall cause a copy of this Ordinance to be recorded in the Clerk's Office of the Circuit Court of Accomack County.
5. That the effective date of this Ordinance shall be upon adoption by the Town Counsel for the Town of Chincoteague.

Ayes: _____ Nays: _____

Approved as of _____, 2010

 MAYOR

COMMONWEALTH OF VIRGINIA
 COUNTY OF ACCOMACK

The foregoing Ordinance was acknowledged before me this _____ day of _____, 2010, by _____, Mayor, in my jurisdiction aforesaid.

 Notary Public

My commission expires: _____
 Notary Registration No.: _____

Michael A. Inman, Attorney at Law
 Virginia Beach, Virginia

NOTICE OF PUBLIC HEARING

The Chincoteague Town Council will hold a Public Hearing commencing at _____ PM on _____, 2010 in the Council Chambers of the Town of Chincoteague, 6150 Community Drive, Chincoteague, Virginia, to afford interested parties the opportunity to be heard or present written comments concerning the following proposed Ordinance to vacate property lines of a recorded plat of subdivision in the Town of Chincoteague, Accomack County, Virginia.

AN ORDINANCE TO VACATE A PART OF A RECORDED PLAT OF SUBDIVISION IN THE TOWN OF CHINCOTEAGUE, ACCOMACK COUNTY, VIRGINIA.

WHEREAS, the governing body of a municipality may vacate part of a recorded plat after the sale of a lot shown on said plat pursuant to Section 15.2-2272 (2) of the Code of Virginia of 1950, as amended; and

WHEREAS, an Application has been filed by Carlton W. Mason (hereinafter "Mason") and Captain's Quarter's Townhouses Owners Association, Inc. (hereinafter "Association") to vacate part of a recorded plat of a subdivision in the Town of Chincoteague entitled "ADDITION TO THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT MARCH ISLAND, TAX MAP 30, PARCEL 3, MARSH ISLAND, ISLANDS DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA" dated December 10, 2001 and duly recorded in the Clerk's Office of Accomack County in Deed Book 2001, at Page 135; and

WHEREAS, the basis for such vacation is:

1. That the said Association and Mason desire to vacate certain property lines on property owned by the Association and property owned by Mason.
2. That Mason desires to relinquish certain portions of the property used for sewage purposes for the benefit of the owners of Lots 1-10 as shown on that certain plat recorded in the Clerk's Office of Accomack County in Plat Book 88, Folio 114.

THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CHINCOTEAGUE:

1. That the division of property lines between said Parcel 3C "Common Area" and Residue Parcel 3 as shown on that certain plat entitled "RE-SURVEY OF THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA" last revised on March 22, 2010 and duly recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ be and are hereby vacated; and
2. That the division of property lines between said Parcel 3C "Common Area" and said Parcel 3D as shown on that certain plat entitled "RE-SURVEY OF THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT,

ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA” last revised on March 22, 2010 and duly recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ be and are hereby vacated; and

3. That the division of property lines between said Parcel 3D and said Sewage Areas as shown on that certain plat entitled “RE-SURVEY OF THE LANDS OF CAPTAIN’S QUARTERS TOWNHOUSES AT MARSH ISLAND, TAX MAP 30 ((A)), PARCEL 3, MARSH ISLAND INST #200308938, PARCEL ID #03000A000000300, ISLANDS ELECTION DISTRICT, ACCOMACK COUNTY, CHINCOTEAGUE, VIRGINIA” last revised on March 22, 2010 and duly recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia in Plat Book _____, at Page _____ be and are hereby vacated; and
4. That the Town Manager after the time for an appeal of the adoption of this Ordinance has expired, or if appealed the action of counsel is upheld, shall cause a copy of this Ordinance to be recorded in the Clerk’s Office of the Circuit Court of Accomack County.
5. That the effective date of this Ordinance shall be upon adoption by the Town Counsel for the Town of Chincoteague.

Handicapped assistance available by calling 336-6519.

Robert G. Ritter
Town Manager
Town of Chincoteague

LAST RECORDED PLAT

2001/135

ADDITION TO THE LANDS OF CAPTAIN'S QUARTERS TOWNHOUSES AT MARSH ISLAND

TAX MAP 30 PARCEL 3 MARSH ISLAND ISLANDS DISTRICT ACCOMACK COUNTY CHINCOTEAGUE, VIRGINIA

THE TOWN OF CHINCOTEAGUE

THIS PLAN IS HEREBY IN ACCORDANCE WITH THE TOWN OF CHINCOTEAGUE AND ITS ORDINANCES.

APPROVING AUTHORITY: [Signature] DATE: 12/3/01
TOWN OF CHINCOTEAGUE

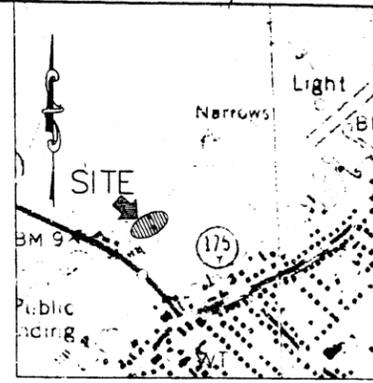
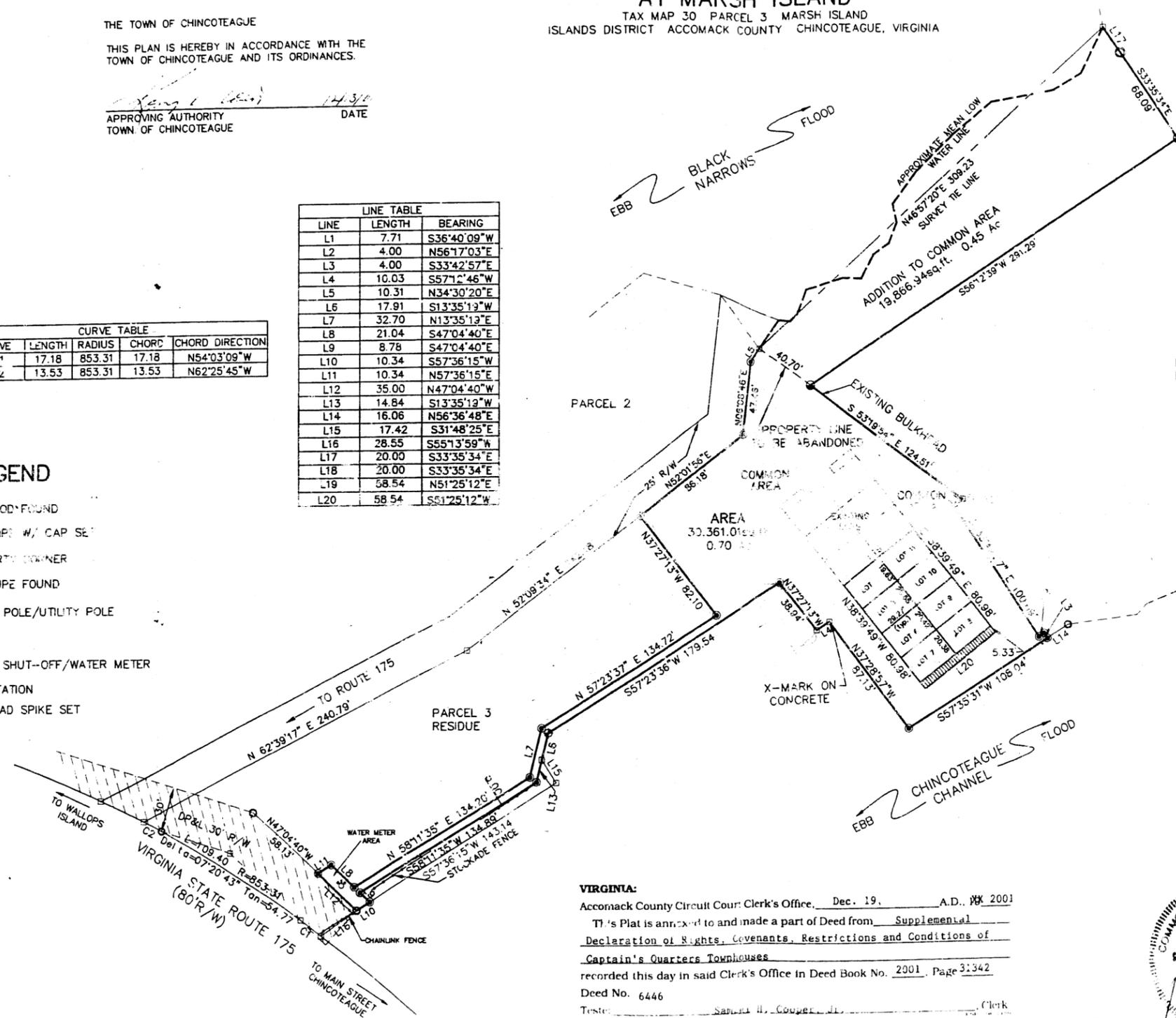


CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C1	17.18	853.31	17.18	N54°03'09"W
C2	13.53	853.31	13.53	N62°25'45"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.71	S36°40'09"W
L2	4.00	N56°17'03"E
L3	4.00	S33°42'57"E
L4	10.03	S57°12'46"W
L5	10.31	N34°30'20"E
L6	17.91	S13°35'19"W
L7	32.70	N13°35'19"E
L8	21.04	S47°04'40"E
L9	8.78	S47°04'40"E
L10	10.34	S57°36'15"W
L11	10.34	N57°36'15"E
L12	35.00	N47°04'40"W
L13	14.84	S13°35'19"W
L14	16.06	N56°36'48"E
L15	17.42	S31°48'25"E
L16	28.55	S55°13'59"W
L17	20.00	S33°35'34"E
L18	20.00	S33°35'34"E
L19	58.54	N51°25'12"E
L20	58.54	S51°25'12"W

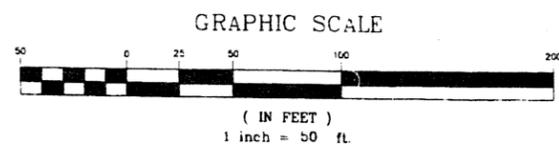
LEGEND

- - IRON ROD FOUND
- - IRON PIPE W/ CAP SET
- - PROPERTY CORNER
- - IRON PIPE FOUND
- ⊕ - POWER POLE/UTILITY POLE
- △ - SEPTIC
- ⊕ - WATER SHUT-OFF/WATER METER
- ⊕ - LIFT STATION
- ⊕ - RAILROAD SPIKE SET



VICINITY MAP
SCALE 1" = 1000'

3

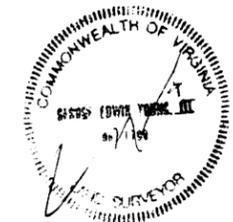


- NOTES
- 1) NO ABSTRACT TITLE WAS PROVIDED PRIOR TO THIS SURVEY.
 - 2) THIS SURVEY WAS BASED ON PHYSICAL EVIDENCE AND THE CURRENT PLAT OF RECORD.
 - 3) ALL UTILITIES ARE UNDERGROUND OR AS SHOWN ON THIS SURVEY.
 - 4) BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP 510001 0075 C, DATED 4/2/92, THE LOT SHOWN IS LOCATED IN ZONE A10.
 - 5) ALL OFFSETS ARE TO THE ACTUAL BUILDING CORNERS.
 - 6) REFERENCE IS MADE TO PLAT ENTITLED, "RECONFIGURATION OF SHORELAND PROPERTY", DATED 8/12/97.
 - 7) AN APPROVAL WAS GIVEN BY THE ACCOMACK COUNTY BOARD OF ZONING APPEALS FOR A 14 UNIT TOWNHOUSE DATED MAY 9, 1988.
 - 8) REFERENCE IS MADE TO PLAT ENTITLED, "SURVEY OF PROPERTY FOR RUSSELL W. EVERETT", BY R.L. BEEBE DATED 11/26/83.

VIRGINIA:
Accomack County Circuit Court Clerk's Office, Dec. 19, A.D. 2001
This Plat is annexed to and made a part of Deed from Supplemental Declaration of Rights, Covenants, Restrictions and Conditions of Captain's Quarters Townhouses recorded this day in said Clerk's Office in Deed Book No. 2001, Page 31342
Deed No. 6446
Teste: [Signature] Clerk

OWNER/DEVELOPER'S CONSENT
THE SUBDIVISION OF LAND SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS THEREOF.
THE LAND SHOWN HEREON HAS BEEN LAID OUT AND PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF PART IV, SECTIONS 4.12 - 4.14, RULES AND REGULATIONS OF THE VIRGINIA DEPARTMENT OF COMMERCE.
[Signature] 12/12/01
OWNER/DEVELOPER DATE

SURVEYOR'S CERTIFICATE
I, GEORGE E. YOUNG, III, A REGISTERED LAND SURVEYOR OF THE STATE OF VIRGINIA, DO CERTIFY THE LAND SHOWN HEREON HAS BEEN LAID OUT AND PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF PART IV, SECTIONS 4.12 - 4.14, RULES AND REGULATIONS OF THE VIRGINIA DEPARTMENT OF COMMERCE. THIS SURVEY WAS BASED ON AN ACTUAL FIELD SURVEY.
[Signature] 12/12/01
George E. Young, III Date
Professional Land Surveyor VA No.1700



GEY
GEORGE E. YOUNG, III, P.C.
ENGINEERS & SURVEYORS
1504 MARKET STREET
POCOMOKE MARYLAND 21851
PHONE: (410)-857-2149
(410)-832-4434
(410)-478-0400
FAX: (410)-857-2928

SCALE: 1" = 50'
DRAWN BY: SDT/CPD
DATE DRAWN: 12/10/01
CADD NAME: D:\DWG\2001
JOB #: 01020-A SHEET 1 OF 1

TO: Robert G. Ritter, Jr., Town Manager
FROM: Karen B. Hipple
DATE: June 2, 2010
SUBJECT: Tax Billing and Collections Software

As you are aware, the Town's relationship with Harris Computers has been less than expected. Their refusal to provide the contracted tax billing and collection software as well as their unwillingness to make the necessary delinquent account conversions have left the Town without upgraded tax software.

Staff has contacted several software companies including BAI Municipal Software, PCI USA, and Southern Software.

BAI's uses an AS400 computer which is not Windows based software. This would be a step in the wrong direction. The good point of this software is that it integrates with the Commonwealth of Virginia's software. However, we rarely would have the need to enter the state's system. The preliminary quote we received from BAI was \$53,966 for software, \$32,500 for hardware, and \$9,391 for annual software maintenance.

PCI USA is the software used by Accomack County's Treasurer Office. I was very impressed with the capabilities of this software to help us with collection of meals and transient tax and miscellaneous receivables. The City of Norfolk was PCI's first customer in Virginia and has since built a strong Virginia business. The City of Norfolk estimated that PCI's software paid for itself within 2 years after installation (several million dollars) because of the wide range of accounts receivable the software can perform. The cost for one license from PCI is \$135,000 and \$2,500 per month for software maintenance.

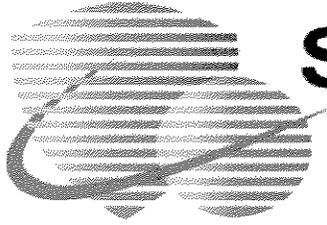
Southern Software, Inc. has provided an estimate of \$24,235 which includes installation, training, up to 10 licenses, conversion of delinquent customer information and values, and one year of support. Annual support will be \$2,700. Annual conversion of tax information and assessments from Accomack County will be \$1,500.

Kelly, April and I have reviewed the software twice and Southern has been in contact with Accomack County concerning the conversion process from their software each year.

Southern Software has agreed to split the cost between FY'10 (\$9,288.50) and FY'11 (\$14,946.50) which will be due on or before August 15, 2010. However, in a review of the general fund for the end of May, revenues exceed expenditures by \$233,231.86. It is possible to expend the entire \$24,235 from FY'10's budget.

Southern Software's personnel have been very helpful and friendly during this process. Kelly, April and I see no other alternative to our tax billing and collection software needs than to contract with Southern Software.

We are seeking Council's approval for the Town to enter into a contract with Southern Software for tax billing and collection software at a cost of \$24,235 and to expend the entire amount from the FY'10's budget.



Southern Software, Inc.

Agency: Chincoteague, VA

Contact: Karen Hipple

Date: 4/20/2010

FINANCIAL MANAGEMENT SYSTEM (FMS) Qty

FMS (Up to 10 Licenses)	TAX BILLING AND COLLECTIONS	1	
Tax Data Conversion Including:			
	1. HISTORICAL INFORMATION INCLUDING CUSTOMER INFORMATION, TRANSACTION HISTORY, ETC.	1	
	2. CONVERSION FOR FIRST BILLING: REAL ESTATE & PERSONAL PROPERTY (CUSTOMER INFO AND VALUES ONLY - NO HISTORY WILL BE CONVERTED)	1	Annual Fee of \$1500
Total Software:			\$17,495.00

PROJECT MANAGEMENT

Project Management Fee	INSTALLATION, TRAINING AND A PROJECT MANAGER.		
Total Project Management:			\$4,040.00

YEARLY SUPPORT

FMS Support	8:30-5, M-F FMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	1 YEAR	
Additional Licenses	8:30-5, M-F SUPPORT FOR ADDITIONAL FMS LICENSE(S)	1 YEAR	
Total Support:			\$2,700.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) **\$24,235.00**

PAYMENT TERMS: 30% OF SOFTWARE PLUS 100% MANAGEMENT FEE DUE UPON SIGNING OF CONTRACT = \$9,288.50
BALANCE DUE ON OR BEFORE AUGUST 15, 2010 = \$14,946.50

NOTE: THE SOUTHERN SOFTWARE FMS PRODUCT WILL RUN ON THE FREE EXPRESS VERSION OF MICROSOFT SQL SERVER 2008. HOWEVER, THERE ARE SOME LIMITATION BUILT INTO THE MICROSOFT SQL 2008 EXPRESS THAT YOU MAY WANT TO CONSIDER. THE DIFFERENCES BETWEEN THE DIFFERENT VERSIONS INCLUDE, BUT ARE NOT LIMITED TO A 1 GB LIMITATION FOR ACCESSED MEMORY AND A 4 GB LIMITATION ON THE DATABASE SIZE. THE FULL COMPARISON OF THE DIFFERENT VERSIONS CAN BE VIEWED ON MICROSOFT'S WEB SITE AT <http://www.microsoft.com/sqlserver/2008/en/us/editions.aspx>. ALSO, YOU MAY WANT TO CONSIDER THE NUMBER OF USERS THAT WOULD BE USING THE FMS PRODUCT CONCURRENTLY. IF YOU HAVE MORE THAN 6 USERS ACCESSING THE PRODUCT AT ONCE THEN YOU MAY WANT TO CONSIDER THE FULL VERSION OF MICROSOFT SQL SERVER 2008

NOTE: THIS PROPOSAL DOES NOT INCLUDE PROVISIONS FOR A DATA CONVERSION (FROM CURRENT MUNICIPAL/FINANCIAL SYSTEM). CONVERSION COSTS AVAILABLE ONLY AFTER EVALUATION OF SAMPLE DATA.

NOTE: ALL FMS MODULES ARE WINDOWS® 32 BIT APPLICATIONS

NOTE: DUE TO A CONSTANTLY CHANGING MARKET, SOUTHERN SOFTWARE'S SOFTWARE PROPOSALS WILL BE HONORED FOR A PERIOD OF SIXTY (60) DAYS AND HARDWARE PROPOSALS FOR A PERIOD OF THIRTY (30) DAYS. WE WILL BE GLAD TO RESUBMIT AT YOUR REQUEST.

NOTE: FMS INCLUDES THIRTY (30) DAYS OF FREE TELEPHONE SUPPORT AND REGULAR UPDATES TO INSURE YOUR TOWN A STATE OF THE ART PRODUCT.

NOTE: PROJECT MANAGEMENT FEES INCLUDE TRAINING, INSTALLATION AND PROJECT MANAGEMENT.

NOTE: TO CONVERT COUNTY TAX DATA TO OUR TAX BILLING MODULE REQUIRES THE COOPERATION OF THE COUNTY TAX OFFICE AND IT MUST BE PROVIDED IN A READABLE FORMAT. IT IS OUR STANDARD PROCEDURE TO DELIVER A COMPLETE CONVERSION WHEN ATTEMPTING THIS TASK. WE WILL EXPLORE ALL WAYS IN ATTEMPTING THIS CONVERSION, HOWEVER WE CANNOT GUARANTEE A 100% CONVERSION.

NOTE: SOUTHERN SOFTWARE WILL INSTALL ITS SOFTWARE PRODUCTS ONLY ON COMPUTER CONFIGURATIONS COMPATIBLE WITH THESE PRODUCTS. HARDWARE SPECIFICATIONS ARE AVAILABLE UPON REQUEST.

Contact information for FMS Sales Representative:

**Cameron Dew
Southern Software
150 Perry Drive
Southern Pines, NC 28387**

**Business: (800) 842-8190
Mobile (910) 638-8802
Fax: (910) 695-0251
E-Mail: cdew@southernsoftware.com**

BAI MUNICIPAL SOFTWARE

Quote For Town of Chincoteague

4/16/2010

Description	Initial Cost	Annual Maint.
BAI Treasurer Application	\$ 9,235.00	
BAI.NET TR	\$ 5,235.00	\$ 2,100.00
Maintenance	\$ 3,947.00	\$ 1,847.00
Training...(4 days @ \$1,400 per day)	\$ 5,600.00	
Total Cost for Treasurer Application	\$ 24,017.00	\$ 3,947.00
BAI Commissioner Application	\$ -	
BAI.NET TX	\$ 1,000.00	\$ 1,050.00
Maintenance	\$ 1,050.00	\$ -
Training...(4 days @ \$1,400 per day)	\$ -	
Total Cost for Commissioner Application	\$ 2,050.00	\$ 1,050.00
BAI Utility Billing Application	\$ 4,235.00	
Maintenance	\$ 847.00	\$ 847.00
Training...(3 days @ \$1,400 per day)	\$ 4,200.00	
Total Cost for Utility Billing Application	\$ 9,282.00	\$ 847.00
BAI Financial Application	\$ 7,235.00	
BAI.NET FN	\$ 2,235.00	\$ 2,100.00
Maintenance	\$ 3,547.00	\$ 1,447.00
Training...(4 days @ \$1,400 per day)	\$ 5,600.00	
Total Cost for Financial Application	\$ 18,617.00	\$ 3,547.00
TOTAL BAI APPLICATION COST	\$ 53,966.00	\$ 9,391.00
<i>(Includes Training, Installation & 1st Year Maint.)</i>		
Hardware		
IBM System I Server, Web Server, UPS	\$ 27,500.00	
Maintenance (3 Yrs)	\$ 5,000.00	
Total Hardware Costs	\$ 32,500.00	
TOTAL COST	\$ 86,466.00	\$ 9,391.00
Lease 60 Months	\$ 1,729.32	



MEMORANDUM

To: Mayor and Town Council

From: Robert Ritter

Date: June 2, 2010

Subject: Broadband Authority Agreements

The Eastern Shore of Virginia Broadband Authority (ESVBA) has presented three (3) draft agreements that are required conditions of the DHCD grant and are necessary for the Chincoteague portion of the Broadband project to proceed:

1. **Engineering and Professional Services Agreement** – contract to prepare engineering plans for the installation of approximately 42,000 linear feet of fiber optic network and communication service equipment, and manage the RFP/Construction/Inspection process.
2. **Agreement for Network Buildout** – general agreement with ESVBA for the installation of the Broadband network
3. **Co-Location Agreement** – the location of equipment facilities is still under review, so this agreement is not ready for approval at this time.

Agreements #1 and #2 have been revised to address review comments from Town Attorney Jon Poulson, Planner Bill Neville Town and myself. Minor revisions have been proposed to make sure that the Town's security deposit is returned, plan documents are shared, and that the first two agreements stand alone.

Following Town Council review, Staff recommends that these two documents should be approved and the Town Manager authorized to sign when completed. The draft agreements will be forwarded to ESVBA for review by their legal counsel and any significant changes will be returned for Town Council review.

Agreement #3 is not complete at this time since Cheryl Tyson/ESVBA notified the Town Broadband Committee in May that an equipment facility may be located at the NASA Visitor Center that would change the requirements for co-location at the Town water tower or jail. Agreement #2 has been modified to include the provision of internet/broadband access to Town public facilities in case Agreement #3 was not approved.



February 10, 2010(Revised May 27, 2010)

Town of Chincoteague
6150 Community Dr
Chincoteague, VA, 23336

RE: Chincoteague Fiber Optic Network Project

Dear Mr. Ritter,

This letter will serve as our proposal and engineering/professional services agreement by the Eastern Shore of Virginia Broadband Authority (ESVBA) to provide the following services regarding the proposed fiber optic network (FON) for the Town of Chincoteague:

1. Conceptual/Preliminary Design
2. Work Print Preparation
3. Prepare & Submit Construction & Equipment Request for Proposals (RFP's)
4. Construction & Project Management

We are pleased to have the opportunity to provide these services and assure you of our interest and best professional effort consistent with the normal standard of care practiced by fiber optic network engineers and planners.

Project Scope

The scope of this project is to design and construct a cost effective fiber optic network, which passes as many potential business customers as possible (see attached exhibit of proposed alignment)

Fiber Optic Network Description

The proposed FON is primarily a 96 strand single mode fiber that will use the existing utility poles whenever possible. The FON is designed to cost effectively pass the majority of the potential customers as well as bring fiber optic cable to the vicinity of the local communication & cell towers for future WiFi or WiMAX deployment. The FON will connect to the ESVBA's backbone. The distance of the FON is approximately 42,000 linear feet of fiber optic cable. The proposed route passes near the Verizon Central Office. Although there may be no immediate plans for using this location, future competitive local exchange carriers (CLECS) may desire to collocate in this facility to provide local dial tone.

The number of end users is estimated based upon the number of potential customers along the proposed route. Active Ethernet electronics are proposed for all end user locations. The end users will have the bandwidth capacity of 1 Mg/sec to 100 Mb/sec and if required, up to 1000 Mb/sec. Additionally, the network is also capable of providing SONET services if required. The range of these services is a T1 (1.5 Mb/sec) to an OC-48 (2,488 Mb/sec).

Scope of Work

1. ESVBA will do a preliminary design of the FON.
2. ESVBA will meet with a designated town official/representative for design/route considerations.
3. ESVBA will prepare work prints for construction and as-built plans when completed in digital/CAD format
4. ESVBA will prepare and submit RFP's for construction and equipment.
5. ESVBA will manage the project until completion.



Town Requirements

1. Aid ESVBA with any rights-of-way issues which may occur with other public utilities or landowners. However, none are anticipated.
2. Grant ESVBA access to any town easements in order to construct the FON, provided that the FON does not materially interfere with the town’s original intent of the easement.
3. Provide any mapping or any information regarding the town’s rights-of-ways, existing or proposed infrastructure (sewer, water, etc), boundaries, etc.
4. Provide ESVBA an easement, with ingress/egress rights, to place an equipment hut or cabinet for electronic and fiber equipment to service the community on town property or a suitable pre-existing building. Also grant the ESVBA exclusive rights to use the old jail building. Terms to be included in agreement between the town and the ESVBA.
5. Provide ESVBA with a single point of contact for the town.

Fees: The fees for the services listed above has been determined as follows:

Engineering & Design	\$38,000
Inspection/Construction Management	\$19,000
TOTAL	\$57,000

Note: Permit Fees, Materials and Electronics for the construction of the network will be invoiced and reimbursed on a cost basis.

Both parties shall agree upon any other services not included in or in excess of the scope of services items that are provided by ESVBA.

Sincerely,

Patrick Coady
Eastern Shore of Virginia Broadband Authority

Attachments:
General Terms & Conditions

This agreement accepted this ____ day of, _____ 2010

By (Signature): _____

Name (Print): _____

Title: _____

General Terms and Conditions

1. Cooperation and Client 's Obligations. The Client agrees to cooperate and to give all reasonable assistance to ESVBA in providing information and access to resources for expediting services to be performed on this project. ESVBA does not accept responsibility for assuring that the site is clear of hazardous materials.
2. Ownership of Documents. All sketches, drawings, tracings, computations, notes, reports, plans, and other original documents are instruments of service and shall remain the property of ESVBA and the Client. These instruments of service are to be used solely for this specific project. ESVBA and the Client shall retain all legal rights to the use of the instruments of service and shall retain full protection under U.S. copyright law. Reuse of any of the instruments of service by the Client on extensions of the property, or on any other project, without the written permission of ESVBA, shall be prohibited.
3. Publicity. Client agrees to get written approval by the ESVBA prior to using ESVBA's name on the job sign at the construction site, if applicable, and in any publication or press coverage relating to ESVBA's work. Period of Offer. ESVBA's proposal to provide professional services must be accepted within twenty-five (25) days of the date of the proposal and acceptance will serve as ESVBA's Notice to Proceed. Any extension of this twenty-five (25) days period may only be extended by mutual written agreement of both ESVBA and the Client.
4. Clients Authorized Representative. Client will specify in writing his authorized representative who will correspond with ESVBA on the Client's behalf.
5. Fees and Compensation. The scope of services is based on assumptions made prior to starting the project. Unanticipated additional services may be needed that are not covered within the scope. In the event the Client requests ESVBA to perform additional services not included in the Scope of Work herein, the Client agrees to compensate ESVBA for such services at the time the service is performed. Additional fees do not include fees or charges due to governmental agencies for the review and approval of plans or plats. Upon notification by ESVBA, the Client shall promptly furnish such fees to the appropriate governmental agencies, so that the documents may be submitted in a timely manner.
6. Reimbursable Expenses.
7. Payment Terms. ESVBA shall submit invoices to the Client based:
 - a. Engineering Design payable upon 30 days of work print completion
 - b. Construction Management- 50% payable upon work print completion and the remainder payable upon project completion.
8. Coordination between Client and ESVBA. The Client and ESVBA agree to give prompt written notification to the other of any development or occurrence that might adversely affect the scope or timing of services. or any defect in the final work submitted by ESVBA as they are detected. ESVBA is not liable for damages caused by delays in performance in the services which arise from events beyond our control. ESVBA will perform its services in accordance with the time schedule set forth herein, but will not be responsible for the failure of others to meet commitments or for any other reason beyond ESVBA's reasonable control. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, natural disasters, any acts of the common enemy, terrorist acts, failures in transportation or communications, or any act or failure to act by the other party; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which, in their judgment, may or could be the cause of a delay in the performance of this agreement.
9. Opinion of Probable Construction Costs. In providing an opinion of the probable construction cost, the Client understands that ESVBA has no control over the contractor's method of pricing nor the cost of labor, equipment, or materials or make ready costs by other utilities. Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by ESVBA excluding fees. The opinion of probable construction costs provided by ESVBA under the terms of this contract is made on the basis of ESVBA's professional qualification and experience. ESVBA makes no warranty, expressed or implied, as to the accuracy of its opinion of probable construction costs as compared to bids or actual costs. ESVBA assumes no responsibility for any project or construction cost estimates or opinions given herein as we have no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions.
10. Performance. ESVBA will perform the services in conformance with generally accepted standards of good practice, with this Agreement, and with all applicable local, state and federal laws and regulations governing the performance of such services.
11. Professional Services Liability. ESVBA's responsibilities in performing serviced hereunder shall be limited to the scope of work and scope of services to be performed as set forth in the agreement, and ESVBA, its agents, and/or employees, shall have no liability of any kind to Client, its agents or any persons having contractual relationships with Client for any acts, errors and omissions of ESVBA, its agents, and employees, which does not fall within the scope of work and scope of services to be performed. Client further agrees to limit ESVBA's liability to the Client due to ESVBA's negligent acts, errors, or omissions, such that the total aggregate liability of ESVBA to all those named shall not exceed \$50,000 or ESVBA's total fee for services rendered on this project, whichever is greater. Neither party to this Agreement shall be liable to the other for any indirect, special, consequential, incidental or punitive damages.
12. Meeting and Conferences. ESVBA Engineers will attend meetings and conferences required by the Client or their representative(s) on an as- needed basis. Furthermore, ESVBA will meet with appropriate public agencies that might be involved in the development of the project on an as-needed basis. Since ESVBA cannot forecast the scope and nature of these meetings and conferences, we will perform the work and be compensated therefore as additional services.

13. Termination. This agreement may be immediately canceled by ESVBA if the Client has become delinquent in the payment of amounts due ESVBA hereunder over ninety (90) days. This agreement may be cancelled by either party if the other party breaches this agreement and has not cured that breach within 30 days after receiving written notice of the breach from the other party. This agreement may also be canceled by ESVBA or the Client without cause upon 60 days' prior written notice. Client may cancel or suspend this Agreement immediately upon notice by the Department of Housing and Community Development that it has terminated and/or suspended its grant to Client for the Project. Upon receipt of written notification by the Client, ESVBA will immediately stop work on any phase or item of work which the Client may wish to suspend. In the event that all or any portion of the work performed or partially performed by ESVBA is suspended, canceled or abandoned, the Client shall pay ESVBA for all work completed or partially completed, on the basis of the fee schedule and estimated percent completion, plus compensation for all extras, additional work and other actual costs incurred to effect the cancellation or suspension. All amounts earned by ESVBA up to the date of cancellation shall be due and payable thirty (30) days from date of cancellation.
14. Assignment. This agreement shall not be assigned by either party without prior written consent of the non-assigning party.
15. The Laws of the Commonwealth of Virginia shall govern the validity, performance, and enforcement of this agreement.
16. Invalid Provisions. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

AGREEMENT FOR NETWORK BUILDOUT

This Agreement, made this ____ day of _____, 2010 by and between the Town of Chincoteague, Virginia, (the “Town”) a political subdivision of the Commonwealth of Virginia, and the Eastern Shore of Virginia Broadband Authority (the “Authority”), a political subdivision of the Commonwealth of Virginia, (collectively referred to as “the Parties”), provides as follows:

WHEREAS, the Authority is a Virginia Wireless Service Authority created in order to promote economic development on the Eastern Shore of Virginia and to provide for the comfort, convenience and welfare of the citizens of Accomack and Northampton Counties by providing high speed data and internet infrastructure and services to area businesses, local government, and the public; and

WHEREAS, the Authority is in the process of constructing and operating an open access, multi-service regional fiber and/or wireless telecommunications network in the Eastern Shore of Virginia (Northampton and Accomack Counties) (hereinafter referred to as “The Broadband Network”) in order to:

- Create new business opportunities for incumbent service providers
- Create new entrepreneurial business opportunities
- Encourage economic development
- Provide an increased range of telecommunications services and options for the businesses, residents, and institutions of the Eastern Shore; and,

WHEREAS, the Town recognizes that access to the Broadband Network is an essential tool in promoting economic development within the Town and in providing for the comfort, convenience and welfare of the citizens of the Town; and,

WHEREAS, the Town desires to construct certain fiber optic broadband infrastructure within the Town, and to connect this infrastructure to the Broadband Network in order to obtain access to the Broadband Network for its own use and for the use of its residents, schools and businesses(the “Project”); and,

WHEREAS, the Town is the recipient of a certain Community Development Block Grant (the “Grant”) from the Virginia Department of Housing and Community Development (the “VDHCD”) to be used for the purpose of providing broadband network infrastructure to the Town and its citizens; and,

WHEREAS, under the regulations of the VDHCD the Town is the (only) legal entity which has been approved to enter into a contract for the receipt of the grant funds in order to implement the Grant; and,

WHEREAS, it is appropriate and proper for the legal entity receiving the Grant to enter into a contractual agreement with another agency to carry out, implement and administer the project for which the Grant funds are being distributed to the Town; and

WHEREAS, the Town wishes for the Authority to manage the construction and engineering of the project, and the Authority is willing to provide these services to the Town; and,

Whereas, the Town has accepted the Grant funds for the Project, and has entered into the necessary Agreement with the VDHCD and made all the assurances required in order to implement the Grant and receive the Grant funds,

NOW, THEREFORE, in consideration of the above referenced recitals and the following mutual covenants, agreements, and obligations of the Parties, which constitute good and valuable consideration, and with the intention to be legally bound hereby, the Authority and the Town agree as set forth above and as follows:

1. The Authority will obtain a working capital loan with Virginia Community Capital Bank (VCCB) to fund the Authority's operations during the term of this Agreement, and in order to facilitate such funding, The Town will deposit One Hundred Thousand Dollars (\$100,000) with Virginia Community Capital Bank (VCCB) as security for the Authority's working capital loan.

2. The Authority will manage the design, engineering and construction of the Project on behalf of the Town, including procurement of the services of such engineering, design, and construction firms as are necessary for the completion of the Project within the Grant budget. The Authority will require its contractors to design and construct the Project in an appropriate and workmanlike manner. The Authority will keep the Town fully apprised of the progress of the Project, and will coordinate with the Town regarding necessary or advisable deviations in the design or construction thereof.

3. Upon completion of the Project, all legal title thereto shall be transferred to the Authority for integration into the Broadband Network, provided however that Virginia Community Capital Bank (VCCB) has released the entire security deposited by the Town. The Authority shall thereafter operate and maintain the Project as part of the Broadband Network, consistent with the Authority's mission, and shall make such services available to Town government, residents, and businesses as the Authority generally provides to other users within the service area of the Broadband Network and as subject to this agreement as amended.

4. The Town agrees to make timely disbursements of the Grant.

5. In order to obtain the Grant funds, it is contemplated that the agreement to be entered into between the Town and VDHCD may impose certain terms and conditions upon the Town, which may include, without limitation, an obligation to create and/or maintain a certain number of jobs within the Town and to construct and operate certain improvements or infrastructure within the Town. The Authority is not a party to any such agreement between the Town and VDHCD pertaining to the Grant funds, and shall not be construed to become a party to any such agreement or obligations by virtue of this Agreement. At all times the Town shall

remain solely responsible for any and all performance obligations undertaken pursuant to its agreement(s) with VDHCD, including but not limited to any obligations to repay Grant funds in the event that the conditions of the Grant are not met. Nothing herein shall be construed to impose any obligations or duties upon the Authority to any individuals or entities not a party hereto, including without limitation VDHCD.

6. The parties are currently in the process of developing and refining the design of the Project. As the design of the Project is developed, the Town shall be solely responsible for obtaining all necessary easements and rights of access to enable the construction, maintenance and operation of the Project, and shall be responsible for ensuring that all such easements and rights of access are transferred to the Authority upon completion of the Project. The Town shall ensure that all easements and rights of access are of such scope and duration as will allow for the maintenance and operation of the Project throughout its useful life.

7. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8. During the term of this Agreement, and for a period of five years after termination thereof, the Authority shall have the option to enter into a 'Co-location Agreement' to utilize the Town's water tower(s) and surrounding grounds owned by the Town for the location or installation of such wireless towers, antennas, equipment shelters and equipment as may be necessary or useful to the Authority in the maintenance or expansion of the Broadband Network, and shall be granted a right of reasonable access to such premises for purposes of maintenance and repair of the Broadband Network equipment or facilities located thereon. Should the Authority determine to utilize such water tower or similar premises for the location of the Authority's towers, antennas or equipment, the Town shall not permit any other person or entity to install broadband, wireless or other telecommunications equipment or facilities upon such premises without the express written consent of the Authority, which shall not be unreasonably withheld. The Authority will co-ordinate with the Town to ensure that the Town's use of Town facilities and grounds are not impeded. In all cases, The Authority shall retain ownership rights and title to the Broadband Network and each device and component thereof, as well as intellectual property, documents, data, or other materials prepared by the parties or their subcontractors resulting from the Co-location Agreement. No portion of the Broadband Network installed upon the Town's water tower or similar premises shall become a fixture of, or vest ownership in the Town.

9. Fees and Other Charges. In exchange for the rights granted to ESVBA under this Agreement, the ESVBA shall provide the Town a minimum of five (5) Mb/s of Internet Access (Service) without charge at the Town Hall, located at 6150 Community Drive, the Fire Hall located at 4028 Main Street, and other Town Public Facilities as designated. The ESVBA shall install and provide the Service within sixty (60) days of network completion. The Town shall provide the required path to the building(s) for installation of the ESVBA's fiber and equipment, including but not limited to, conduits, poles, chases, or core boring required to provide Service.

In addition, ESVBA agrees to require that any service provider offering service to clients located within the Town limits shall establish a place of business within the Town and shall comply with Chapter 18 of the Town Code, as amended.

10. If the Department of Housing and Community Development terminates the Grant before completion; the Town will be obligated to pay the Authority for any then completed work and such additional costs as are necessary and incurred to terminate the construction and other related commitments.

11. This Agreement is to be governed by the Laws of the Commonwealth of Virginia

12. This Agreement may be amended from time to time as the Parties may agree in writing.

13. This Agreement must be presented to and approved by the board of directors of ESVBA and the Town Council of the Town prior to execution. Each signatory hereto represents that he has the authority to execute this Agreement on behalf of his/her respective organization.

14. Any and all notices permitted or required hereunder shall be in writing, and shall be deemed duly given if delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmittal, provided that the notice sent by facsimile shall also be sent, either certified mail, return receipt requested or by Federal Express or other reputable overnight courier service within one (1) business day after such facsimile transmittal, as follows:

To the Town:

To ESVBA:

Eastern Shore of Va. Broadband Authority
Attn: Nicholas Pascaretti
Post Office Box 449,
Wachapreague, Virginia 23480

or 36272 Lecato Road, Unit #21E,
Belle Haven, Virginia 23306

15. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Accomack County Circuit Court

WITNESS the following signatures on the dates shown below

Town of Chincoteague

By: _____

Its: _____

Date

Eastern Shore of Virginia Broadband Authority

By: _____
I

ts: _____

Date

MUTUAL AID AGREEMENT

**U.S. Department of the Interior
Fish and Wildlife Service:
Chincoteague National Wildlife Refuge**

and

County/City of: Town of Chincoteague

This Mutual Aid Agreement is entered into by and between all Parties:

SECTION 1: Recitals

WHEREAS, the State and local jurisdictions have the primary responsibility for its Citizens and will coordinate first response during a natural or man-caused disaster; AND

WHEREAS, the Parties recognize natural or man-caused disasters can and do threaten the people and communities located within the Region to damage, injury, and loss of life and property resulting from a disaster event, and recognize that these events may present equipment and manpower requirements beyond the capacity of each individual Party; AND

WHEREAS, these natural or man-caused disasters often strike with little or no advanced warning requiring advance planning to reduce lag time in emergency response and aid in recovery operations; AND

WHEREAS, the Parties recognize that in the past, mutual aid has been provided between or among the Parties have a long history of positive cooperation in the form of personnel, supplies and equipment during disasters and/or civil emergencies and during cleanup periods; AND

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency; AND

WHEREAS, the Service administers lands and waters located within the administrative jurisdiction of the cooperating agency; the Service has employees that are trained in water craft operations, heavy equipment operations, chain saw operation, wild-land fire control, and other specialized operations or services, AND

WHEREAS, immediate action is often required to protect and/or secure the safety of citizen life and property, and/or wildlife and its habitat; AND

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, ensure that adequate equipment is available, and ensure that mutual aid is accomplished in the minimum time possible; AND

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 2: Agreement

The Parties hereby mutually agree to assist each other in the event of a natural or man-caused disaster that is beyond their respective ability to alleviate the result of the disaster on their own.

This Agreement may be activated in the event of a natural or man-caused disaster may be activated in the event of either:

- (a) a Presidential, State, or other local emergency declaration; or
- (b) the finding of an emergency by the Emergency Management Coordinator or other duly authorized agent of the State or County/City governing body of a Party; or
- (c) a significant event impacting Homeland Security.

Upon activation of the Agreement, the Fish and Wildlife Service agrees to respond as delineated in the Department of the Interior, Departmental Manual - 900 DM 1.1 – 1.10, (see Attachment 1), and shall continue, whether or not the disaster event is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering aid determines, in his/her sole discretion, that further assistance should not be provided.

SECTION 3: Requests for Mutual Aid

(A) Local Disaster. In the event of a local disaster declaration, the Emergency Management Coordinator or other duly authorized agent of the Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from whom aid is sought. A Party from whom mutual aid is sought shall furnish mutual aid to cope with the disaster to the requesting Party, subject to the terms of this Agreement. In the event of a widespread disaster affecting more than one Party, each affected Party shall utilize its respective coordinating group for the provision of mutual aid.

(B) DISASTER THREAT. In the event of an imminent threat of an emergency such that local capabilities are or are predicted to be exceeded, the Emergency Management Coordinator or other duly authorized agent of the Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from which assistance is sought. As all Parties will likely be

involved in preparations for a known disaster, requests for mutual aid of this type are optional and it is inherent that the requesting Party will have exhausted all local capabilities prior to making a request from the Assisting Party.

(C) CONDITIONS. The furnishing of resources under this Agreement is subject to the following conditions:

- (a) Requests for assistance must be made in writing;
- (b) A request for aid shall specify the amount and type of resources being requested, the location where the resources are to be dispatched, and the specific time such resources are needed;
- (c) The Assisting Party shall take such action as is necessary to provide and make available the resources requested, provided however, that the Assisting Party, in its sole discretion, shall determine what resources, if any, it has available to respond to the request; and
- (d) The Assisting Party shall report to the officer in charge of the Requesting Party's forces at the location to which the resources are dispatched.
- (e) When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which SHALL be organized and functioning within an Incident Command System (ICS) or Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, upon reasonable notice to the Requesting Party.
- (f) At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided;
- (g) Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and

equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance;

(h) Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units;

(i) Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position;

(j) The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

(k) Within ten (10) days of the return of all personnel deployed under this Regional Mutual Aid Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

SECTION 4. Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.

B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance

with 44 CFR 206.228, or other regulations in effect at the time of the Disaster Event.

(a) Each Party shall maintain its own equipment in safe and operational condition.

(b) At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C. MATERIALS AND SUPPLIES. The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. RECORD KEEPING. The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Upon the declaration of a state or federal disaster, the Requesting Party and Division of Emergency Management personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. PAYMENT. Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.

SECTION 5: Term

This Agreement will be effective upon the day each party signs the agreement. Upon date of last signature, the Agreement shall remain in effect for five calendar years (January 1 – December 31).

SECTION 6: Modification Procedures

This Agreement may be revised and/or modified as necessary, by mutual consent of both parties, by written amendment signed and dated by both Parties.

SECTION 7: Resolving Disagreements

If a dispute should arise between the parties that cannot be settled by the designated project managers, then it will be referred first to the level of the appropriate Assistant Regional Director for the Fish and Wildlife Service and to the appropriate supervisor within the State or local government, for further fact-finding and efforts at resolution. If those efforts should also fail, then the dispute will be referred to the Regional Director or Deputy Regional Director of the Fish and Wildlife Service and to the appropriate elected or appointed official for State or local government. At any stage, third party mediators or arbitrators may be brought in if agreed by both Parties. The parties may also decide to terminate the agreement at any stage of the dispute in accordance with the Termination clause herein.

SECTION 8: Termination Provisions

This agreement may be terminated by either party by giving notification in writing thirty (30) days in advance. Termination of the agreement will then occur after all debts (if any) which have been identified by either Party are paid and/or resolved. Both parties will sign a Termination Agreement that is acceptable to both parties before the agreement is fully terminated.

SECTION 9: Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

In addition, nothing contained in this Agreement shall be construed as binding the Fish and Wildlife Service to expend in any one fiscal year any sum in excess of appropriation made by Congress, for the purpose of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations. Nor does anything contained in this Agreement obligate the State or County/City to expend funds not appropriated and administratively allocated to support the purposes of this agreement.

Section 10: Required Clauses

A. During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

B. No member or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this Agreement, or any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Section 11: Liability Clause

Pursuant to 42 U.S.C. 5148 the Federal Government shall not be liable for any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of a Federal Agency or an employee of the Federal Government in carrying out the activities authorized hereunder. The extent of any nonfederal liability shall be governed by the laws of State government.

SECTION 16: Other Mutual Aid Agreements

It is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in civil emergency and/or disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual contract.

Specifically, the existence of this Agreement shall not prevent a municipality, county, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity.

Additionally, the existence of this Agreement shall not prevent any Party hereto from providing immediate emergency assistance.

MUTUAL AID AUTHORIZATION AGREEMENT

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

BY: Louis S. Hinds III

Signature: _____

TITLE: Refuge Manager

DATE: March 04, 2010

BY: John H. Tarr

Signature: _____

TITLE: Mayor – Town of Chincoteague

DATE: _____

Please Complete Contact Information

Chincoteague NWR Primary:

Contact Name: Lou Hinds
Office Number: 1-757-336-6122 x328
24 Hour Contact No. 1-757-894-8049
E-mail address: louis_hinds@fws.gov

Chincoteague NWR 1st Alternate:

Contact Name: Kim Halpin
Office Number: 1-757-336-6122 x330
24 Hour Contact No. 1-757-894-5812
E-mail address: kim_Halpin@fws.gov

Chincoteague NWR # 2 Alternate:

Contact Name: Larry Beasley
Office Number: 1-757-336-6122 x301
24 Hour Contact No. 1-757-894-4305
E-mail address: larry_beasley@fws.gov

Town Primary:

Contact Name: _____
Office Number: _____
24 Hour Contact No. _____
E-mail address: _____

Town 1st Alternate:

Contact Name: _____
Office Number: _____
24 Hour Contact No. _____
E-mail address: _____

Town #2 Alternate:

Contact Name: _____
Office Number: _____
24 Hour Contact No. _____
E-mail address: _____

Attachment 1: Department of the Interior, Departmental Policy Manual

900 DM 1.10 Immediate Emergency Response. When an imminently serious condition occurs in the immediate vicinity of Departmental resources, local field personnel of the Department's bureaus or offices are authorized, in response to the request of local governmental authorities, to take necessary action to protect human life, property, or the environment if the response would be impaired by the delay required to seek the approval of senior officials.

- A. Immediate Emergency Response means necessary action taken by local field personnel in response to the imminently serious condition.
- B. For this purpose, local governmental authorities include Federal, State, local, or tribal entities in the immediate vicinity affected by the imminently serious condition.
- C. Field personnel that have undertaken an Immediate Emergency Response must promptly advise their bureau or office management and the Department's Watch Office of the actions taken.
- D. Immediate Emergency Response to local governmental authorities should be provided on a cost-reimbursable basis whenever possible. However, such response should not be delayed or denied because of the inability or unwillingness of the local governmental authority to make a commitment to reimburse the Department, bureau, or office for such response.
- E. Examples of Immediate Emergency Response assistance to local governmental authorities are:
 - (1) Rescue, evacuation, and emergency medical treatment of persons; maintenance or restoration of emergency medical capabilities; and safeguarding the public health.
 - (2) Emergency restoration of essential public services (including fire-fighting, water, communications, transportation, power, and fuel).
 - (3) Emergency clearance of debris or rubble from public facilities and other areas to permit rescue or restoration of essential services.
 - (4) Safeguarding, collecting, and distributing, food and essential supplies
 - (5) Damage assessment.
 - (6) Interim emergency communications.

Department of the Interior Departmental Manual

Effective Date: 1/4/06
Series: Emergency Management
Part 900: Emergency Management Program
Chapter 1: Policy, Functions, and Responsibilities

Originating Office: Office of Law Enforcement and Security

900 DM 1

1.1 **Purpose.** This chapter sets forth the policies, functions and responsibilities for an integrated, coordinated and comprehensive Departmental Emergency Management Program. Policy regarding specific Emergency Management Program components is addressed in separate manual chapters.

1.2 **Scope.** These policies and guidelines apply to all bureaus and offices. The Emergency Management Program spans the continuum of prevention, planning, preparedness, response, and recovery. The program encompasses all types of hazards and emergencies that impact the Department's lands, facilities, infrastructure, and resources; Tribal Lands and Insular Areas; the ability of the Department to execute essential functions; and for which assistance is provided to other units of government under Federal laws, Executive Orders, interagency emergency response plans such as the National Response Plan (NRP), and other agreements.

1.3 Definitions.

- A. Disaster. See Major Disaster.
- B. Continuity of Operations. Refers to programs, policies, and capabilities that individual agencies undertake to ensure that essential functions and activities of an organization continue within an acceptable level of interruption during emergency operating conditions.
- C. Emergency. In this chapter, the term is used generically to describe an unusual event or incident that requires bureau/office response to return to normal operations. (The Stafford Act defines emergency in relation to a specific determination of the President under that act.)
- D. Emergency Programs and Functions. Activities involving planning, preparing, and/or responding to emergency incidents, for example: dam safety, law enforcement, environmental response, earthquake warning, and fire fighting.
- E. Emergency Management Activities. Activities required to provide systematic management for emergencies across the continuum from prevention, preparedness, response, and recovery to mitigation.

F. Imminently Serious Condition. An event posing an imminent and substantial endangerment to the public health, welfare or the environment that requires an immediate emergency response by local field personnel to save lives, prevent human suffering, protect the environment, or mitigate great property damage.

G. Incident. As defined by the National Response Plan, an occurrence or event, natural or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous material spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring emergency response.

H. Incident of National Significance. Based on criteria established in Homeland Security Presidential Directive-5, an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

I. Mitigation. Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident.

J. Major Disaster. As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

K. Occupant Emergency Program. Based on Federal Real Property Regulations, an Occupant Emergency Program is a short-term emergency response program that establishes procedures for safeguarding lives and property during emergencies in and around Federal facilities.

L. Planning. Deliberate review and documentation of actions and activities an agency intends to be taken when an emergency occurs.

M. Preparedness. Based on the NRP, the range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents.

N. Prevention. Based on the NRP, actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property.

O. Recovery. Based on the NRP, the development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services

P. Response. Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Q. Serious Emergency Incident. Incidents that merit attention by the Office of the Secretary. Serious emergency incidents include all Incidents of National Significance that involve the Departmental offices or bureaus. Also included are incidents that significantly impact the Department's people, lands, facilities, infrastructure, and resources; Tribal Lands and Insular Areas; the ability of the Department to execute essential functions and responsibilities; and responsibilities to assist other units of government. Operational criteria to define serious incidents are provided in 900 DM 4.

1.4 **Authorities and References.**

A. Statutes and Regulations.

(1) Homeland Security Act of 2002, Public Law 107-296 (6 U.S.C. 101 *et seq.*) November 25, 2002.

(2) Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. 106-390), October 30, 2000.

(3) The Defense Production Act of 1950, as amended by P.L. 102-558, 106 Stat. 4201, 50 U.S.C. App. 2062.

(4) Economy Act, 31 U.S.C. §§ 1535-1536 (2002).

(5) National Emergencies Act, 50 U.S.C. §§ 1601-1651 (2003).

(6) The Public Health Security and Bio-terrorism Preparedness and Response Act of 2002, Public Law 107-188, 42 U.S.C. 247d and 300hh, June 12, 2002.

B. Executive Orders.

- (1) Executive Order 12148, *Federal Emergency Management*, July 20, 1979, as amended.
- (2) Executive Order 12656, *Assignment of Emergency Preparedness Responsibilities*, November 18, 1988.
- (3) Executive Order 13286, *Establishing Office of Homeland Security*, February 28, 2003.
- (4) Executive Order 12919, *National Defense Industrial Resources Preparedness*, June 3, 1994.

C. Presidential Directives.

- (1) Homeland Security Presidential Directive 3 *Homeland Security Advisory System*, March 11, 2002.
- (2) Homeland Security Presidential Directive 5, *Management of Domestic Incidents*, February 28, 2003.
- (3) Homeland Security Presidential Directive 7, *Critical Infrastructure Identification, Prioritization and Protection*, December 17, 2003.
- (4) Homeland Security Presidential Directive 8, *National Preparedness*, December 17, 2003.
- (5) Homeland Security Presidential Directive 9, *Defense of Agriculture and Food*, February 3, 2004.
- (6) Homeland Security Presidential Directive 10, *Biodefense for the 21st Century*, April 28, 2004.

D. Other Authorities and References.

- (1) Federal Preparedness Circular 65. *Federal Executive Branch Continuity of Operations*, June 15, 2004.
- (2) 36 CFR 1236, *Vital Records During an Emergency*.
- (3) 41 CFR 102-74, GSA Federal Management Regulation, Facility Management.
- (4) Circular A-130, Revised, *Management of Federal Information Resources*, June 27, 2003.
- (5) National Response Plan (NRP), December 15, 2004.

- (6) National Incident Management System (NIMS), March 1, 2004.
- (7) National Infrastructure Protection Plan (Interim), December 2004.
- (8) Office of Personnel Management Compensation Memorandum CPM 2004-27, December 8, 2004 (CPM 2004-27).

1.5 Policy.

- A. Bureaus and offices will provide necessary resources to plan, prepare, respond, and recover from emergencies.
- B. Consistent with its responsibilities, applicable laws, regulations, and other legal authorities, the Department will provide full and prompt cooperation, resources, and support for protecting our homeland and national security.
- C. Bureaus and offices shall comply with standards developed by the National Incident Management System (NIMS). Planning should foster cooperation and mutual aid and assistance agreements with other Federal agencies, State, local, and tribal governments.
- D. The Department will take reasonable measures to prevent and mitigate the consequences of known risks.
- E. Response activities are typically managed at the lowest possible organizational level. Bureaus and offices shall plan for and share resources in preparing for and responding to incidents.
- F. The Department will coordinate and integrate the various emergency programs and functions and supporting activities managed by bureaus and offices. This guidance does not supercede existing responsibilities of bureaus/offices.
- G. Top priorities for incident management include the following:
 - (1) Save lives and protect the health and safety of the public and employees.
 - (2) Support security of the homeland.
 - (3) Prevent the effects of imminent incidents, including disasters, technological emergencies, and acts of terrorism.
 - (4) Protect and restore critical infrastructure and key resources and the capability of the Department to perform essential functions.
 - (5) Conduct and/or support law enforcement investigations to resolve the incident, apprehend perpetrators, and collect and preserve evidence.

(6) Protect property and mitigate damages and impacts to the Department, individuals, surrounding communities, the environment, and natural, cultural, and historic resources.

(7) Restore, as quickly as possible, normal operations and activities, consistent with safety.

H. The Emergency Management Program is conducted to recognize and fulfill the Department's trust responsibilities to American Indians and Alaska Natives.

I. Emergency Management activities are conducted in a cost effective manner.

1.6 Responsibilities.

A. The Assistant Secretary - Policy, Management and Budget is responsible for overall leadership and coordination of the Emergency Management Program.

B. The Deputy Assistant Secretary - Law Enforcement and Security provides direct oversight of the Emergency Management Program, and reports to the Assistant Secretary - Policy, Management and Budget.

C. The Director, Office of Law Enforcement and Security provides direction for the Emergency Management Program, and reports to the Deputy Assistant Secretary - Law Enforcement and Security. In addition, the Director, Office of Law Enforcement and Security:

(1) Provides guidance for emergency activities involving Law Enforcement programs and personnel, and shall designate a Law Enforcement representative to serve on the Emergency Management Council.

(2) Provides direction for emergency activities involving security programs and protection of critical infrastructure.

(3) Provides management for and ensures that the Departmental Watch Office is staffed and capable of around-the-clock operations at all times. The Watch Office serves as the point of contact for collection and dissemination of information to support the Departmental Emergency Management Program.

D. The Assistant Director for Emergency Management, Office of Law Enforcement and Security, under the direction of the Director, Office of Law Enforcement and Security, is the Departmental Emergency Coordinator and is the principal official responsible for:

(1) Coordinating Departmental emergency management activities,

(2) Developing emergency management policy consistent with Federal emergency management laws, regulation, guidance, and direction.

(3) Coordinating activities undertaken by the Departmental bureaus and offices during serious emergency incidents.

(4) Serving as principal point of contact with the Federal Emergency Management Agency, and other departments and agencies as pertaining to overall emergency management, continuity of operations, and national security emergency programs.

(5) Providing oversight of office and bureau emergency management programs and plans to assure policy compliance, readiness, and effectiveness.

(6) Issuing appropriate policy bulletins to provide updated policy and direction on the Departmental Emergency Management program.

E. Assistant Secretaries. Assistant Secretaries provide leadership and oversight to assure bureaus and offices under their jurisdiction effectively manage and execute emergency programs and coordinate such programs in accordance with this and other chapters of Part 900 DM. Assistant Secretaries will provide for Continuity of Operations and support National Security Emergency Preparedness in accordance with 900 DM 2 and 3.

F. Solicitor. The Solicitor is responsible for:

(1) Providing legal advice and support for the emergency management program.

(2) Providing for Continuity of Operations and support to National Security Emergency Preparedness, in accordance with 900 DM 2 and 3.

(3) Designating an Emergency Coordinator and alternate in accordance with paragraph 1.7 of this chapter.

G. Inspector General. The Inspector General is responsible for:

(1) Providing oversight of the Departmental, bureau, and office Emergency Management Programs as provided for in the Inspector General Act of 1978 and provide reporting of serious or flagrant problems, abuses, or deficiencies relating to the administration of those programs and operations to the Secretary and to the Congress of the United States as necessary.

(2) Providing for Continuity of Operations and support to National Security Emergency Preparedness, in accordance with 900 DM 2 and 3.

(3) Designating an Emergency Coordinator and alternate in accordance with paragraph 1.7 of this chapter.

H. Heads of Bureaus are responsible for effective management and execution of emergency programs and functions within their bureaus, and the coordination of such activities in accordance with 900 DM. The head of each bureau shall provide necessary resources for

emergency management, and shall designate an Emergency Coordinator and alternate in accordance with paragraph 1.7 of this chapter. Bureaus shall ensure timely and accurate reports are submitted to the Watch Office on all serious emergency incidents.

I. Heads of Offices are responsible for execution of emergency programs and functions within their purview, in accordance with 900 DM. Offices shall ensure timely and accurate reports are submitted to the Watch Office on all serious emergency incidents. The heads of offices listed below perform special responsibilities, and shall designate an Emergency Coordinator and alternate in accordance with paragraph 1.7 of this chapter:

(1) The National Business Center is responsible for development and maintenance of the Main and South Interior Building Occupant Emergency Plans; specialized activities including Aviation, Payroll, and Information Technology; and administrative and logistical support of Headquarters Continuity of Operations (COOP) Program.

(2) The Office of Wildland Fire Coordination works with the Emergency Management Program and Bureau Fire Directors regarding the Wildland Fire program and related emergency activities, integration of wildland fire assets in all-hazard emergency activities, and coordination with the National Interagency Fire Center (NIFC).

(a) The Office of Wildland Fire Coordination will designate a bureau representative resident at NIFC as an Emergency Coordinator. The Emergency Coordinator at NIFC will serve as principal point of contact for the Emergency Management Program in regard to incident reporting, application of operation resources for non-suppression activities, and coordination of all-hazard incident management programs with wildland fire systems.

(3) The Office of Environmental Policy and Compliance coordinates with the Emergency Management program regarding the environmental program, oil discharges and hazardous substance releases, and application of environmental safeguards in all-hazard emergency activities.

(4) The Office of Insular Affairs coordinates with the Emergency Management program regarding emergency planning, preparedness, response, and recovery in Insular Areas and freely associated states.

(5) The Office of Human Resources coordinates with the Emergency Management Program: in developing personnel policy related to pay and compensation for emergency workers; providing appropriate support services for employees and their families affected by disasters or other emergencies; and planning for workforce continuity during emergencies.

(6) The Office of Occupational Health and Safety coordinates with the Emergency Management program in development of recommendations of policy and procedures as related to emergency response activities.

(7) The Special Trustee for American Indians provides advice related to discharge of the Secretary's trust responsibilities during emergencies.

(8) The Chief Information Officer supports the Emergency Management program through the implementation of robust telecommunications and network services, providing communications and information technology during emergencies.

J. Responsibilities Related to the Occupant Emergency Program (OEP). The Agency Senior Real Property Officer is responsible for oversight and compliance with Federal Property Management Regulations, including the Occupant Emergency Program. At each Federal facility, the Designated Official for the Occupant Emergency Program is the highest-ranking official or another person agreed on by all tenant agencies. At the Main and South Interior Buildings the Designated Official is the Assistant Secretary - Policy, Management and Budget. National Business Center (NBC) is responsible for development and maintenance of the Occupant Emergency Plan. Occupant Emergency Plans are prepared and executed as part of the facilities management, and are coordinated with the Emergency Management program. The Office of Occupational Health and Safety or bureau occupational health and safety officials, as applicable, consult and coordinate, as well as provide technical advice for Occupant Emergency Planning.

1.7 **Emergency Coordinators.**

A. Emergency Coordinators serve as principal advisors to the head of their organizational element in matters related to planning, coordination, resource requirements, execution and evaluation of emergency activities. Emergency Coordinators may be appointed by heads of organizations at any organizational level of the Department where significant emergency programs exist and require coordination.

B. Emergency Coordinators shall be delegated responsibility as needed to effectively coordinate emergency activities within their office, bureau, or other organizational element, including deployment of organizational resources under conditions where normal coordination is not feasible.

C. Bureau Emergency Coordinators are liaisons to the Department on emergency management matters.

D. Bureau/Office Emergency Coordinator positions should be designated Non-Critical-Sensitive (NCS) or Critical Sensitive (CS).

E. Bureau/Office Emergency Coordinator positions should be designated mission-critical emergency employees in accordance with Office of Personnel Management Compensation Memorandum CPM 2004-27, December 8, 2004.

F. Emergency Coordinators and alternates are designated, in writing, in accordance with paragraph 1.6 of this chapter.

1.8 **Emergency Management Council (EMC)**. The EMC is an advisory body, and provides the primary means for bureaus and offices to advise the Departmental Emergency Coordinator and to coordinate Department-wide emergency management policy and activities.

A. The EMC is chaired by the Departmental Emergency Coordinator, and includes as its members the Emergency Coordinators designated under paragraph 1.6 of this chapter. The Departmental Emergency Coordinator may appoint additional ad hoc members to the EMC.

B. The EMC will meet regularly and may also be convened on an emergency basis for coordination of special activities or serious emergency incidents.

C. EMC subcommittees may be created as necessary. The EMC will have standing subcommittees, including:

- (1) All-Hazards Emergency Subcommittee,
- (2) Continuity of Operations Subcommittee, and
- (3) Emergency Management Information Technology Subcommittee.

1.9 Interior Regional Emergency Coordination Councils (I-RECCs). Pursuant to paragraph 1.5C of this chapter, emergency management activities must be coordinated with other Federal agencies as well as with State, local, and tribal governments. I-RECC members are designated from each bureau and office with capabilities or program equities within a region. The I-RECCs are coordinating mechanisms and do not supplant the authority of bureaus or offices to manage resources.

A. The I-RECC provides a mechanism to maintain liaison and coordination with each Federal Emergency Management Agency region, including Regional Interagency Steering Committees and Regional Resource Coordination Centers.

B. There will be a separate I-RECC for Alaska that uses the Alaska Cooperative Planning Group structure (which includes the heads of all Alaska-based DOI bureaus and offices and the Special Assistant to the Secretary for Alaska).

C. Members of the I-RECC are designated from each bureau that has capabilities or program equities within the region. Representatives of each bureau should have broad knowledge of their capabilities within the region. The Directors, Office and Environmental Policy and Compliance (OEP), Office of Law Enforcement and Security, and Office of Wildland Fire Coordination, may designate additional I-RECC members if needed to assure programmatic representation.

D. The I-RECC is a coordinating mechanism and does not supplant the authority of bureaus or offices to manage resources within the region. The chairman of each I-RECC will coordinate with I-RECC members to assure Departmental participation in regional emergency planning and response activities, and dissemination of information regarding these activities to all I-RECC members. At a minimum, I-RECC will meet quarterly. Additional guidance on operation of the I-RECC will be developed in coordination with the EMC and promulgated by the Departmental Emergency Coordinator.

1.10 Immediate Emergency Response. When an imminently serious condition occurs in the immediate vicinity of Departmental resources, local field personnel of the Department's bureaus or offices are authorized, in response to the request of local governmental authorities, to take necessary action to protect human life, property, or the environment if the response would be impaired by the delay required to seek the approval of senior officials.

A. Immediate Emergency Response means necessary action taken by local field personnel in response to the imminently serious condition.

B. For this purpose, local governmental authorities include Federal, State, local, or tribal entities in the immediate vicinity affected by the imminently serious condition.

C. Field personnel that have undertaken an Immediate Emergency Response must promptly advise their bureau or office management and the Department's Watch Office of the actions taken.

D. Immediate Emergency Response to local governmental authorities should be provided on a cost-reimbursable basis whenever possible. However, such response should not be delayed or denied because of the inability or unwillingness of the local governmental authority to make a commitment to reimburse the Department, bureau, or office for such response.

E. Examples of Immediate Emergency Response assistance to local governmental authorities are:

(1) Rescue, evacuation, and emergency medical treatment of persons; maintenance or restoration of emergency medical capabilities; and safeguarding the public health.

(2) Emergency restoration of essential public services (including fire-fighting, water, communications, transportation, power, and fuel).

(3) Emergency clearance of debris or rubble from public facilities and other areas to permit rescue or restoration of essential services.

(4) Safeguarding, collecting, and distributing, food and essential supplies.

(5) Damage assessment.

(6) Interim emergency communications.

1/4/06 #3693

Replaces 8/22/80 #3597

Minutes of the May 6, 2010
CURTIS MERRITT HARBOR COMMITTEE

MEMBERS PRESENT

Terry Howard, Chairman
Ernie Bowden, Committee Member
Mike Handforth, Committee Member

STAFF PRESENT

Wayne Merritt, Harbormaster
Robert Ritter Town Manager

In Attendance: Mr. Jim White, Mr. & Mrs. Rosenberger, Mr. Tripp Muth, Ms. Ruth Lane

CALL TO ORDER:

Chairman Terry Howard called the meeting to order at 5:01 pm.

OPEN FORUM/PUBLIC PARTICIPATION:

There were no comments.

AGENDA ADOPTION:

Mr. Handforth made a motion, seconded by Mr. Bowden to adopt the agenda as presented. Unanimously approved.

1. HARBORMASTER UPDATE:

Harbormaster Merritt presented the following report:

- A. Subleasing – There was a slow start this year, but he currently has several commercial boats. There are some recreational sub-leasing scheduled for later this year. He feels that things look good.
- B. Surveillance Cameras – Cameras are installed and operational; Startech is still tweaking and they have changed from 4 cameras to 5 cameras to get more coverage. A 6th camera may be installed when the fuel tank is installed. The system can handle up to 8 cameras. Chariman T. Howard commented that it is a very nice system. Harbormaster Merritt reported that it stores 35 to 40 days worth of information.
- C. Fish Cleaning Table - The table has been moved and almost operational; as a crack and has been repaired. This should help out with smell and eliminate a lot of trash because the table is designed for waste to go into the Harbor.

Harbormaster Merritt reported that he attended a workshop and signed up for the ‘Clean Marina’ Program. The program will provide free advertising and publicity; but it will also mean changes to the activities allowed in the Harbor such as painting and changing oil. The ‘Clean Marina’ Certification will assist the Town in obtaining grants. The workshop also covers information on various grants available. Discussion and comments were made about oil changing and disposal of oil. Harbormaster Merritt explained that Mason Oil will accept the disposed oil.

2. DISCUSS POTENTIAL SPEED BUMPS IN THE HARBOR DRIVEWAY:

Harbormaster Merritt stated that the posted speed limit at the Harbor is 10 miles per hour; no one drives the posted limit and he is having a lot of problems with speeding. He advised that, Mr. Spurlock, Startech and himself examined video and were unable to identify plates. He has received complaints from people

almost being hit by speeding vehicles. He also stated that he would like to see speed bumps placed at the entrance and in front of the office area. Consensus was to install 2 speed bumps at this time.

3. UPDATE ON FUEL SYSTEM:

Harbormaster Merritt reported that things are progressing well regarding the fuel pump system. He advised that the Harbor has been approved for money from the Boating Infrastructure Grant and are waiting on approval from the Port Authority Grant. It is hoped to have it installed by late this summer, but definitely by next summer.

4. COMMITTEE MEMBER COMMENTS:

Mr. Handforth commented that strong winds and swells cause the boats to bounce up and down. There have been complaints and reports of damage to boats.

Harbormaster Merritt advised that he has received several suggestions from the Army Corps of Engineers. Discussion, comments, and suggestions continued about ways to alleviate the problem.

Town Manager Ritter reported that at the Budget Workshop, the \$3.50 per day rate needed to be bumped up to \$4.00 per day. Discussion continued about leasing, sub-leasing, and various rates and the need for increases.

Mr. Handforth made a motion; seconded by Mr. Bowden, to recommend to Council to increase the per day commercial sub-lease rate from \$3.50 to \$4.00. Unanimously approved.

The next meeting will be on Thursday July 1, 2010 at 5:00 pm.

ADJOURNMENT:

Mr. Handforth motioned, seconded by Mr. Bowden, to adjourn the meeting. Unanimously approved. The meeting adjourned at 5:51 pm.

**Recreation and Community Enhancement
Committee Meeting Minutes
May 11, 2010**

Committee Members Present:

James Frese, Chairman
John H. Howard, Councilman
Ellen W. Richardson, Councilwoman
Bob Conklin
Cathy Plant
Jack Van Dame

Committee Members Not Present:

Gene W. Taylor

Others Present:

Robert G. Ritter, Town Manager
Harvey Spurlock, Public Works Dir.
William Neville, Planning Dir.

Call to Order

Chairman Frese called the meeting to order at 5:04 PM

Adoption of the Agenda

There was a motion by Mr. Bob Conklin, seconded by Mrs. Cathy Plant to adopt the agenda as presented. The motion unanimously passed.

1. Review of Minutes from the December 15, 2009 meeting

Jack Van Dame motioned, seconded by Cathy Plant, to approve the minutes as written. The motion passed unanimously.

2. Update on Harbor Boardwalk Park Improvements

Mr. Conklin reviewed the concept for creating a boardwalk style observation platform on top of the mound at the Harbor. Public Works Director Spurlock confirmed that an estimate of \$30,000 was obtained for a 30' x 50' structure on pilings with steps up from the parking area near the new fish cleaning table.

Mr. J. Howard and Public Works Director Spurlock discussed the need for railings required for safety and to separate the public from DPW operations (burn area) and the dredge spoil area. The structure would need to be constructed on pilings to avoid the large chunks of concrete that have been piled up on the berm and which are unstable to walk on.

Town Manager Ritter confirmed that this project was not able to be included in the current draft budget for FY11.

Mr. Conklin recommended that the Committee continue to discuss this project with the Town Council for future budget consideration. He discussed the possibility of combining with the efforts of Barry Abell to create a monument and memorial to the Watermen of Chincoteague along with the observation deck and spot lighting of both to serve as a beacon and landmark for the Harbor entrance.

Chairman Frese encouraged the combined effort with the memorial idea to gain enough support for this project as a future budget item.

The Committee agreed that Mr. Conklin should meet with Mr. Abell and consider making a presentation to the Town Council.

Mr. J. Howard considered the possible use of materials from the old Black Narrows Bridge for this project or the extension of Ocean Boulevard across Fowling Gut.

3. Update on Ocean Blvd Extended Bicycle Path

Town Manager Ritter reported that the survey was complete and the Town of Chincoteague is the owner of Ocean Boulevard Extended right-of-way between Deep Hole Road and Chicken City Road. The right of way is 50 feet wide to the south of Fowling Gut and 40 feet wide to the north. Staff completed a site investigation and identified several low drainage areas within the right of way behind the PNC Bank that would require permits for fill and grading.

Public Works Director Spurlock explained that one strategy for obtaining the necessary environmental permits would be to complete it as a VDOT project to divert bicycles off Maddox Boulevard. Approximately 150 cubic yards of fill may be required. Phased construction could be extended out over several years to start with clearing, then to construct an 8-10' wide bike path, and finish at some time in the future with a two lane roadway.

Mrs. Richardson asked about a boardwalk design solution.

Public Works Director Spurlock discussed the cost constraints by using the proposed CNWR bike trail boardwalk as an example, and the limitation that it would not provide vehicle access in the future for safety or property access.

There was a discussion about a potential to disturb wetlands that may or may not have tidal influence from Fowling Gut.

Public Works Director Spurlock responded that he had consulted with Mr. Gene Wayne Taylor and was advised to leverage VDOT's ability to gain approval for public improvements in order to build this project.

Chairman Frese stated his concern that any VDOT involvement may trigger full public street requirements and specifications. The better strategy would be to propose a trail like the ones in the Nature Park.

Mr. J. Howard suggested that dredge spoils from the Harbor be used as necessary to bring the corridor up to grade.

There was discussion about the location of survey 'pins' in the centerline of the right of way at the Libertino property, and the use of a portion of the Town property for parking area.

Mr. J. Howard advised that any large trees removed by clearing may be stockpiled on his spare lot for delivery to the mill in Snow Hill.

Chairman Frese asked the Committee for a motion or other discussion.

Mr. J. Howard suggested that the Town go ahead and clear the right of way as a first step.

Public Works Director Spurlock responded that clearing could take place south of Fowling Gut to Deep Hole Road.

Mr. Conklin suggested that discussion with adjacent owners about the project should also get started.

The Committee discussed the survey plat and adjacent lot owner rights to ingress and egress. It was suggested that a separate trail may need to be constructed to the north of a common driveway along a portion of Ocean Boulevard Extended.

Mr. Van Dame asked if it was certain that there are wetlands that would be impacted. In order to further address permitting requirements to cross the canal (VMRC combined permit) and to determine if there is tidal wetland influence in the area.

Public Works Director Spurlock will add this project to a scheduled discussion with Mr. Robert Cole, USACOE.

Chairman Frese advised caution in opening the whole project to environmental review at one time or under one process.

Mr. J. Howard asked who could be asked with VDOT to assist the Town if necessary.

Public Works Director Spurlock stated that he would speak with Mr. Bobby Isdell about this project. Town staff was directed to continue with investigation of this project by meeting with VDOT and the USACOE.

4. Committee Member Comments

Mrs. Richardson:

Recycling Center, Mr. Gene Wayne Taylor is concerned about a safety issue with the bike trail. As a vehicle leaves the facility the reflective mirror is not enough to see both ways along the trail before the vehicle is into the trail. Would it be possible to move the gate back or remove the screening slats from the fence to improve visibility?

Memorial Park, the volleyball court was installed without approval by the Town Council or recommendation by the RCEC Committee. Complaints have been made about the large pole holding the net in the outfield and someone that may run into it.

Town Manager Ritter responded that the volleyball court was added by Town staff (at no cost) and kept in line with the skate park fence.

Chairman Frese questioned whether there is a rule that requires public improvements be considered by the appropriate Committee before construction.

Behind the bathrooms a cement pad has been added. Town Manager Ritter indicated that this will be used for soda machines, and that a water fountain has been installed as well. The goal is to provide amenities and recreation activities for groups using the park.

Chairman Frese requested that approval of these improvements should be placed on the next Town Council agenda along with a confirmation of policy regarding notification of Council and approval procedures for all public improvements.

Mr. Van Dame:

Reed Park, during the Earth Day event, there was an exhibitor that dug a hole to install 6 x 6" posts for support of a display. Staff may want to investigate that in the middle of the green to confirm there was no damage to the irrigation system and make sure the area has been restored.

Town Manager Ritter:

Councilman Terry Howard has requested, on behalf of the Tennis Association, to place an item on the next Town Council agenda to resurface 2 of the tennis courts at Memorial Park. This would be a request to pursue grant funds or provide matching funds.

The Committee discussed a prior budget request, use of remaining playground funds, inundation by the Veteran's Day storm event, condition and prior repairs to the court surface, and the additional request for installation of wind screens. A presentation to the RCEC by the Tennis Association was recommended, preferably before the budget is prepared in the future.

Maintenance of the asphalt trail to repair root damage was also identified as a need at the park.

The Ocean Boulevard Extended bike trail past Chicken City Road was discussed so that bikes could safely get between several business properties to Maddox Boulevard without having to go through the Chicken City Road/Maddox Boulevard intersection.

Town Manager Ritter is working on confirming or obtaining the necessary right of way and easements to extend sidewalk from the new bridge to Island Motor Inn along the west side of Main Street. Staff is also suggesting the extension of sidewalk along the south side of Maddox Boulevard between Deep Hole and Chicken City Road past the bank properties. A cost estimate will be prepared for consideration by the Committee.

Town Planner Neville:

The Safe Routes to School steering Committee would like to request a grant from Virginia DCR Recreation Trails Program to extend the paved nature trail along Hallie Whealton Smith Drive to the Elementary and Combined Schools. SRTS would like the support of the Committee.

Mr. Van Dame moved to support the grant application, seconded by Mrs. Richardson. The motion passed unanimously and Chairman Frese requested that the item be placed on the Town Council agenda.

The Committee discussed the Pension Street improvements and was assured that the work would be completed by the end of May.

Adjournment:

Jack Van Dame motioned, seconded by Councilwoman Richardson, to adjourn the meeting. The motion passed unanimously and the meeting adjourned at 6:08 pm.

Public Works Committee Meeting
May 17, 2010
MINUTES

Chairman Tarr called the meeting to order at 5:00 pm.

Members Present:

Hon John Tarr, Chairman
Hon. Ellen Richardson
Hon. John Howard

Others Present:

Hon, Terry Howard
Hon, Nancy Conklin
Mr. Robert Ritter
Mr. Harvey Spurlock

Public Participation

Mr. Terry Howard presented a written request on behalf of Alex and Kathy Hubb, who were unable to attend the meeting, to add a street light at the south end of Ridge Rd. The Hubbs maintain this area is inadequately lighted.

Mr. J. Howard inquired if the additional light would bring that section into conformance with the Town's policy of having a street light on every other utility pole. Mr. Ritter confirmed the policy.

Mayor Tarr asked that the request be added to the agenda for consideration by the Committee.

Mr. J. Howard motioned, seconded by Mrs. Richardson to approve the agenda with the addition of the Hubb street light request. Unanimously approved.

1. Street Light Addition Ridge Rd.

Mr. John Howard made a motion, seconded by Mrs. Richardson to approve the request for additional street lighting on the south end of Ridge Road. Unanimously approved.

2. March/April 2010 Report

Public Works Director Spurlock stated there were no updates to the public works staff reports presented at the regular March and April Council meetings. He entertained questions. There were none.

3. Union Baptist Parsonage Water Meter Request

Public Works Director Spurlock presented a request from Rev. Kevin Eley of Union Baptist Church that the structure, formerly known as the church parsonage, be added to the rest of the church campus for purposes of water billing. Ms. Richardson made a motion, seconded by Mr. Howard, the request be approved. Unanimously approved.

4. Water Usage Adjustment Requests

Mr. Howard inquired if the water leak adjustment requests submitted by Marian Fletcher, Ray Collett and Coberta Tucker qualified per Town Code.

Public Works Director Spurlock stated that all three requests qualified.

Mr. Howard made a motion, seconded by Mrs. Richardson. Unanimously approved.

5. Drainage Study Progress

Public Works Director Spurlock presented findings on the drainage studies conducted by Clark Nexsen on Smith St. and Wayne Rd./Horseshoe Dr. The various options presented by Clark Nexsen were discussed at some length by both the Committee and residents of Wayne Rd./Horseshoe Dr. Constructability and cost issues are of primary concern. Public Works Director Spurlock explained that the reports were presented for informational purposes at this time and would require further significant review.

Mayor Tarr directed a follow-up session be scheduled to plan a path forward on these items. He also requested that the required easements be researched to include ownership of Horseshoe Dr. and an finalized easement that would connect Horseshoe Dr. with Tarr Lane. Public Works Director Spurlock will develop cost estimates of the required work assuming maximum usage of Public Works staff.

Public Works Director Spurlock also presented an outline of a phased storm water master plan and a proposal for the redesign of the pump station on the Maddox Boulevard traffic circle.

6. Informational Items

Public Works Director Spurlock provided the Committee a proposal from Whitman, Requardt and Associates for the preparation of preliminary engineering and environmental reports that would be required if the Town should decide to pursue UDSA funding for automatic read water meters. He also presented information on the Virginia Department of Transportation Revenue Sharing Program. This program provides matching funds for specific road construction/improvement projects.

7. Committee Member Comments

Mrs. Richardson noted that a crosswalk was required at the intersection of Deep Hole Rd. and Hallie Whealton Smith Dr.

Public Works Director Spurlock stated this work would be accomplished with VDOT maintenance funds.

Mrs. Richardson also inquired as to the status of the traffic signal at the intersection of Main and Bridge Streets.

Public Works Director Spurlock explained the signal would remain in place until the Marsh Island bridge spur was completed.

Mrs. Richardson motioned, seconded by Mayor Tarr to adjourn the meeting at 6:50 p.m. Unanimously approved.

The next meeting is scheduled for Tuesday, July 6, 2010 at 5:00 pm.



RESOLUTION

WHEREAS, the Town of Chincoteague Inc. desires to submit an application for an allocation of funds of up to \$50,000 through the Virginia Department of Transportation Fiscal Year 2010, Revenue Sharing Program; and

WHEREAS, the Town will provide \$50,000 for this program, to be matched on a dollar-for-dollar basis from funds of the Commonwealth of Virginia; and

WHEREAS, the Director of Public Works will prepare a prioritized list of eligible projects including the construction, reconstruction or improvement of Town streets for inclusion into the public street maintenance system;

NOW, THEREFORE, BE IT RESOLVED THAT: the Town Council hereby supports this application for an allocation of \$50,000 through the Virginia Department of Transportation Revenue sharing Program:

BE IT FURTHER RESOLVED THAT: the Town Council hereby grants authority for the Town Manager to execute project administration agreements for any approved revenue sharing projects.

ADOPTED This 7th Day of June 2010.

I certify that the foregoing is an accurate copy of the Resolution adopted by the Town of Chincoteague on June 7, 2010.

John H. Tarr, Mayor

Attest:

Robert G. Ritter Jr., Town Manager