

# REGULAR COUNCIL MEETING

## A G E N D A

TOWN OF CHINCOTEAGUE

December 5, 2011 - 7:00 P.M. - Council Chambers - Town Hall

CALL TO ORDER

INVOCATION BY COUNCILMAN T. HOWARD

PLEDGE OF ALLEGIANCE

OPEN FORUM / PUBLIC PARTICIPATION

STAFF UP-DATE

AGENDA ADDITIONS/DELETIONS AND ADOPTION:

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1. Consider Adoption of the Minutes
  - Regular Council Meeting of November 7, 2011 (Page 2 of 22)
  - Council Workshop Meeting of November 17, 2011 (Page 17 of 22)
2. Presentation of the 6 Year Transit Development Plan (Joel Eisenfeld) (Page 20 of 22)
3. Accomack County Board of Supervisors Update (Honorable Wanda Thornton)
4. Committee/Commission Appointments and Recommendations (Page 21 of 22)
  - Building Code of Appeals
  - Curtis Merritt Harbor Committee
  - Planning Commission
  - Chincoteague Recreation & Civic Center Authority
5. Discuss Retaining the Lobbyist for Additional 6 Months (Page 22 of 22)
6. Mayor & Council Announcements or Comments  
*(Note: Roberts Rules do not allow for discussion under comment period)*
7. Closed Meeting in Accordance with Section 2.2-3711(A) (1) of the Code of Virginia.
  - Personnel Matters (Police Chief and Town Manager Annual Evaluation)

ADJOURN:

**MINUTES OF THE NOVEMBER 7, 2011**  
**CHINCOTEAGUE REGULAR TOWN COUNCIL MEETING**

**Council Members Present:**

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

**Council Members Absent:**

None

**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.

Mayor Tarr asked for a moment of silence for the Town of Onancock's Mayor Paone who passed away a few days ago.

**OPEN FORUM/PUBLIC PARTICIPATION**

There was none.

**STAFF UPDATE**

**Police Department**

Chief Lewis reported that on December 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> the Police Department will have the final accreditation assessment. He also advised that the Annual Toy Run and Food Drive is scheduled for December 3<sup>rd</sup> at 11:00 a.m. at the Wal-Mart in Pocomoke.

**Planning Department**

Town Planner Neville reported that the Planning Commission will meet Tuesday night at 7:00 p.m. There will be a public hearing on the Pony Penning Sales definition. He stated there will be no meeting in December. He reported on the Beach Access Committee and the items leading up to the comments. The Committee was pleased that they were able to receive letters of support from the Virginia Tourism Commission, the Office of the Secretary of Natural Resource and the County Administrator supporting the Town's position. He also stated that they met with the Army Corps of Engineers. This was successful as a solution was identified for the dredge materials from the Inlet to be used in beach replenishment. He announced the next meeting will be on the 23<sup>rd</sup>.

## **General Government**

Town Manager Ritter reported on the premium increase for the retirees Medicare supplement. He advised the Town is reviewing other carriers at this time. He reported that staff has been working on tax bills and the personal property taxes have been mailed. He added that the real estate taxes are expected to be mailed tomorrow. Mr. Krome and Mr. Potts for Christmas by the Sea have collected \$10,977 in donations for Christmas decorations. He stated that the real estate tax relief for the handicapped and elderly has been processed for 2011 and 31 taxpayers have been assisted.

## **Public Works Department**

Town Manager Ritter also reported that the Public Works Department has completed installation of 32 new water services on Anderton Avenue. He stated that sidewalk replacement on Anderton Avenue had been completed also. They have also repaired Maddox Boulevard traffic circle storm water pumps along with the installation of the decorative bricks at the downtown restrooms. He also reported that they are in the process of putting up Christmas decorations along with the installation of the junction box at the Robert N. Reed Downtown Waterfront Park. They have also replaced broken drain pipes on the eastern side of the Maddox traffic circle.

Town Manager Ritter reminded Council that the fall paving for Anderton Ave., Poplar Street and Church Street extended and part of Eastside Road has begun.

Town Manager Ritter reported on the revenues:

	<u>Year to Date</u>	<u>Prior Year</u>		<u>Difference</u>
Meals Tax	\$399,524	\$379,956	(up)	\$ 19,568
Sales Tax	\$ 37,758	\$ 41,361	(down)	\$ 3,603
Transient Occupancy	\$474,578	\$464,977	(up)	\$ 9,601
Water Rent	\$451,854	\$436,601	(up)	\$ 15,253

Town Manager Ritter advised that at the Council Workshop on November 17<sup>th</sup> they will review the Draft Employee Policy Handbook. He also stated that personnel evaluations will be conducted.

Councilman J. Howard asked if the Town could put some cold patch at the drains in front of the Methodist Church.

Councilman T. Howard commended staff on good reports.

## **AGENDA ADDITIONS/DELETIONS AND ADOPTION**

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

### **1. Consider Adoption of the Minutes**

- **Regular Council Meeting of October 3, 2011**
- **Council Workshop Meeting of October 20, 2011**

Councilman T. Howard motioned, seconded by Vice Mayor Richardson to adopt the minutes as presented. Unanimously approved.

## **2. Public Hearing on the VDOT Enhancement Grant Funding**

Mrs. Kat Edwards explained that the application was submitted and this is to begin the streetscape improvements on the west side of the street potentially from Cleveland Street to Church Street. She reviewed the change from the engineer regarding the sidewalks and pavers on the roadway for crosswalks along with drainage improvements and landscape. She advised that the project represents a cost of \$7,758.00. She also discussed the next phase and cost estimates. They are currently bidding Phase 2A and Phase 2B.

Mayor Tarr opened the public hearing.

Someone asked if they were to complete the old bridge site prior to starting this phase.

Mrs. Edwards advised they were not. She also added that it depends on funding. The next available funding will be next July then September or October. There was discussion of Phase 2A and 2B and they are awaiting VDOT approval for this.

Councilman J. Howard asked how long VDOT has been reviewing the latest plans.

Mrs. Edwards responded it has been approximately 2 ½ weeks. She stated that she understands that VDOT met with the Federal Highway Administration last night regarding the review.

Mayor Tarr asked if there were any further questions for Phase 2C.

Mayor Tarr closed the public hearing.

## **3. Public Hearing on a Request to Vacate a Subdivision Lot Line**

Mr. Selby explained his request to vacate the subdivision lot line. He stated that when he first purchased the property the septic system would be in the front yard and they now have a permit to put the permit on the side lot. He stated that the lot is so small now it can't be used for a building lot and there would be setback problems.

Councilman T. Howard asked for clarifications regarding the property and prior ownership.

Town Manager Ritter advised of the publication dates.

Mayor Tar opened the public hearing.

There were no comments.

Mayor Tarr closed the public hearing.

Councilman T. Howard motioned, seconded by Vice Mayor Richardson to approve Ordinance for the Vacation of Subdivision Lot Lines for Mr. & Mrs. Selby between the parcels 030A5-A183 and parcel 30A5-10-24. Unanimously approved.

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

**WHEREAS**, Ralph L. Selby, III and Joan K. Selby, own two parcels of land located on Chincoteague Island, Accomack County, Virginia, and designated respectively as “TAX PARCEL 30A5-A-183” and “LOT 24” on a certain plat of survey entitled “ Boundary & Physical Survey of Emerson S. Liscum, Town of Chincoteague, Island District, Accomack County, Virginia May 14, 2011” made by James B. Latimer, II & Associates, LLC, dated May 14, 2011, said plat being attached to a certain deed recorded in the Clerk’s Office of the Circuit Court of Accomack County, Virginia, as Document # 200102156, Tax Map # 030A51000002400 and 030A5A00018300; and,

**WHEREAS**, Lot 24 lies within a Subdivision known as the Sharpley Subdivision and shown on a certain plat recorded in Plat Book 6, page 95, and all other lots within the Subdivision have been sold; TAX PARCEL 3045-A-183 does not, however, lie within any platted Subdivision; and,

**WHEREAS**, the said Ralph L. Selby, III and Joan K. Selby have requested that the property line between said two parcels be vacated so that Lot 24 and TAX PARCEL 30A5-A-183 can become one parcel and to that end have caused to be made a survey entitled “Boundary Survey of lands of Ralph L. Selby, III and Joan K. Selby” dated 9-7-11 and made by Gillespie Consulting; and,

**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 lot shown on said Plat will be irreparably damaged by the said vacation of said line.

**NOW THEREFORE BE IT ORDAINED AS FOLLOWS:**

That the division or property line between Lot 24 and Tax Parcel 30A5-A-183 as shown on the plat entitled “Boundary Survey of lands of Ralph L. Selby, III and Joan K. Selby” dated September 7, 2011 and made by Gillispie Consulting, and recorded herewith, be and is hereby vacated.

That as the result of said vacation former Lot 24 and Tax Parcel 30A5-A-183 shall result in one (1) parcel of land designated on said Plat as “.0257 Acres, + aggregate”.

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.

That the effective date of the Ordinance shall be upon adoption by the Town Council for the

Town of Chincoteague, Inc.:

Ayes: Jester, Conklin, Richardson, T. Howard, J. Howard, Muth

Nays: None

Approved as of November 7<sup>th</sup>, 2011 by

\_\_\_\_\_  
Mayor, Town of Chincoteague, Inc.

#### **4. Public Hearing on the Sign Ordinance – Banners, Flags and Pennants**

Town Planner Neville explained the changes to the Sign Ordinance regarding banners, flags and pennants. He also explained the definition of what constitutes a banner. He asked Council to address the question: if the banner is mounted to a frame, hard surface or wall is it still considered a banner? He stated that the main proposal has to do with a home occupation and not being appropriate in a residential district.

Mayor Tarr opened the public hearing.

There was a question about the time limit a banner could be displayed.

Mayor Tarr interjected that nonprofit organizations are exempt from the time-limits.

Mayor Tarr closed the public hearing.

Town Attorney Poulson gave his professional opinion about Section 7.4.4 regarding footage.

Town Planner Neville suggested Council review Section 7.2.5 and adding “temporary” regarding the sign that is mounted.

There was further discussion.

Councilman T. Howard expressed his concerns regarding the rationale of the increase in the square footage.

There were further clarifications.

Mayor Tarr read Section 7.2.5 as changed:

2.5. *Banner.* A temporary sign that is mounted on or attached to any non-rigid surface. such as cloth, fabric, paper, vinyl or similar material.

Councilman T. Howard continued to object to allowing someone to frame the banner.

Councilman Muth motioned, seconded by Councilman J. Howard to approve the changes to Section 7.2.5 Banner: of the Sign Ordinance with the addition of the word “temporary”. Motion carried.

Ayes: Muth, Conklin, Richardson, Jester, J. Howard

Nays: T. Howard

Councilman J. Howard motioned, seconded by Vice Mayor Richardson to approve the changes to Sections 7.3.6.1 and 7.3.6.2 of the Sign Ordinance changing the total square feet of “4ft”. Unanimously approved.

Further discussion continued.

Councilman J. Howard motioned, seconded by Councilman Muth to approve the changes to Sections 7.4.1 and 7.4.4 of the Sign Ordinance. Unanimously approved.

Zoning Ordinance  
Article VII  
Signs

Sec. 7.2 Definitions

7.2.5. *Banner.* A temporary sign that is mounted on or attached to any non-rigid surface, such as cloth, fabric, paper, vinyl or similar material.

7.2.53. *Temporary sign.* A sign for the purpose of advertising during a limited period of time. See Section 7.4 for permitted signs.

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7.3.6.1 Limited home occupation signs. Such sign shall not exceed four (4) square feet in area and shall only identify business information and/or the business owner. There shall not be more than one sign permitted per dwelling. The sign shall be non-illuminated.

7.3.6.2 Home occupation signs. Such sign shall not exceed four (4) square feet in area and shall only identify business information and/or the business owner. There shall not be more than one sign permitted per dwelling. The sign shall be non-illuminated.

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Sec. 7.4 Temporary Signs

7.4.1. Permitted by right. The following temporary signs shall be permitted as a matter of right and no sign permit is required, subject to the conditions specified, and the other provisions of Article VII, as applicable. Use of banners, flags and pennants for the purpose of advertising home occupation business is prohibited in residential zoning districts.

7.4.4 Banners. On-premises banners shall not be more than 32 square feet in area. No more than one banner per business or one per commercial building lot for each 100 linear feet, or less, of public road frontage shall be permitted, provided however for each additional 100 feet of public road frontage after the first 100 feet, an additional banner shall be permitted. Such placement shall not exceed 2 times per calendar year not to exceed 4 consecutive weeks for each placement. Non-profit organizations are exempt from the above time limit provided the banner is removed within 7 days after the event has ended. Placement of such banners must comply with Article VII of the ordinance. Banners shall not be placed closer than ten feet from any property line.

- 5. Public Works Committee Report of October 4, 2011**
- **Phase 2 of the Storm Water Master Plan**

Town Manager Ritter explained Phase 2 of the Storm Water Master Plan. He reviewed the costs associated with the Maddox Boulevard traffic circle improvement portion.

They discussed the costs of \$24,880 for engineering.

Councilman T. Howard motioned, seconded by Vice Mayor Richardson to approve the proposal by Clark Nexen for the Maddox Boulevard traffic circle project. Unanimously approved.

Town Manager Ritter advised it is important to develop a Storm Water Management Ordinance for residential lots.

Council discussed the necessity of having a Storm Water Management Ordinance and the process.

Councilman Jester agrees that the Town needs this. However, he does not want to spend \$14,000.

Councilman J. Howard would like to know the Town will get the information before spending \$14,000.

Mayor Tarr and Councilman T. Howard expressed their concerns.

Town Attorney Poulson suggested approving this in phases.

Councilman T. Howard motioned, seconded by Councilman Muth to accept Items A. Discussion with Town and B. Review Existing Development Ordinances of Clark Nexen's request to develop an Infill Development Ordinance. Unanimously approved.

## **6. Harbor Committee Report of October 6, 2011**

- **Possible adoption of the Draft Mooring Permit**

Councilman J. Howard reviewed the report. He stated that one of the problems at the Harbor was the lighting. He also stated that there are slips at the Harbor that are leased but, haven't been used for a couple of years.

Town Manager Ritter stated that the Committee has requested staff revise the lease agreement allowing the Town to sublet the slips. He reviewed the changes in the language of the Draft Mooring Permit. He explained the changes.

There was discussion regarding subleasing.

Harbor Master Merritt explained that there were several vacant slips this past summer that he could have sublet.

Councilman T. Howard feels that the Holder should be protected.

Town Attorney Poulson explained that marinas all over the state subleases slips during the days their vessel is not in the slip.

Councilman T. Howard is still concerned for the rights of the slip holder.

Harbormaster Merritt advised there are several transient vessels.

Discussion continued.

Mayor Tarr would like the Harbor Master to contact the slip holder as a courtesy prior to subletting.

Harbor Master Merritt advised this would happen. However, this is more for those slips that are unoccupied for a year.

Town Manager Ritter suggested adding that vessels should be state registered or seaworthy.

Councilman Jester motioned, seconded by Councilman J. Howard to adopt the draft Mooring Permit. Motion carried.

Ayes: Jester, Muth, Richardson, Conklin, J. Howard

Nays: T. Howard



**Town of Chincoteague, Inc.  
Curtis Merritt Harbor of Refuge**

**MOORING PERMIT**

THIS MOORING PERMIT, issued this 1<sup>st</sup> day of June, 20\_\_\_\_, by the Town of Chincoteague Inc. or its designated agent for the Harbor , herein called **ISSUER**, and \_\_\_\_\_, hereinafter called **HOLDER**.

In consideration of the mutual promises herein contained, the parties agree as follows:

**SECTION ONE  
GRANT OF MOORING PERMIT; DESCRIPTION OF BERTH**

**ISSUER** hereby grants to **HOLDER** the privilege to moor a boat, subject to all the terms and conditions hereof, at Curtis Merritt Harbor, at the following described berth: number \_\_\_\_ . **HOLDER** shall further have the right and privilege to use, incident to said berth, all necessary docks, piers or catwalks as a means of ingress and egress to said berth.

**SECTION TWO**

### **LIMITATION TO DESCRIBED PURPOSE**

The above-described berth is to be used solely for the purpose of mooring a single boat or other watercraft that is currently state registered or Coast Guard documented; **HOLDER** shall restrict his or her use for such purpose and shall not use or permit the use of said berth for any other purpose without the express written consent of **ISSUER**.

No decommissioned or unseaworthy watercraft shall be permitted to be moored.

No cargo shall be unloaded except at the designated areas of said Harbor. All parking for automobiles and other vehicles shall be at such places as may be prescribed by **ISSUER**.

### **SECTION THREE** **TERM**

The term of this permit is for a period of one (1) year beginning on **June 1, 20\_\_** and ending on **May 31, 20\_\_**.

### **SECTION FOUR** **PERMIT**

**HOLDER** shall pay to **ISSUER** a Mooring Permit fee for said berth of \$\_\_\_\_.00 Dollars annually, which shall be due and payable on or before the first day of any term.

### **SECTION FIVE** **UTILITIES-FACILITIES**

**ISSUER** may provide water, electric and sanitary facilities to selected locations for the use of the **HOLDER**. All use shall be on a non-commercial basis, unless written consent is given by the **ISSUER**.

**ISSUER** may provide electric outlet, meter boxes and disconnect switches at specific locations. **HOLDER** shall provide the electric meter and be responsible for the electric consumption. **ISSUER** is not responsible for the electric meter of **HOLDER**.

### **SECTION SIX** **CONDITION OF BERTH; REPAIRS AND MAINTENANCE**

**HOLDER** shall at all times during the term of this mooring permit maintain said berth, docks, piers and catwalks adjacent thereto, in a clean orderly and safe condition. **HOLDER** shall not dump refuse, trash or litter in said Harbor. **HOLDER** further agrees to deliver up said berth, docks, piers and catwalks adjacent thereto, at the termination of said permit in as good condition as received, reasonable wear and tear accepted.

**HOLDER** further agrees to be responsible for any repairs, at his/her or its expense, to said berth, docks, piers and catwalks adjacent thereto, necessitated by the neglect, negligence, waste, or intentional acts of **HOLDER**, his, her, or its agents, servants, invitee, or guests. Any

such repairs shall be initiated by the Harbor Master to guarantee conformity with the existing design of the Harbor.

## **SECTION SEVEN** **DESTRUCTION OF BERTH**

In the event said berth shall be rendered untenable by fire or other casualty, **ISSUER** may, at its option, terminate this Permit, or repair same within ninety (90) days. Should the issuer elect not to make repairs caused by fire or other casualty, this Permit created shall cease and terminate. In the event said **ISSUER** elects to affect repairs, **HOLDER** shall be entitled to abatement in fees for such a period of time as said berth may be untenable as stated above.

## **SECTION EIGHT** **ASSIGNMENT**

**HOLDER** shall not assign the Mooring Permits, right or privilege granted herewith. Unauthorized assignment by **HOLDER** shall void and terminate this Mooring Permit. The said Permit shall not be assignable by operation of law.

In the event that **HOLDER'S** vessel will be absent from the slip for over 48 hours, **ISSUER** shall have the right to permit a vessel, transient or otherwise, other than **HOLDER'S** vessel to be moored in such slip during such absence, with any rental to inure to the **ISSUER**. **HOLDER** shall give the Harbormaster written notice of any such scheduled absence and the estimated return of **HOLDER'S** vessel. In the event **HOLDER** fails to provide such information to the Harbormaster and such slip is vacant for at least such 48 hour period, Harbormaster shall only be required to relocate any vessel therein after 24 hours notice from **HOLDER** that **HOLDER** intends to reoccupy such slip.

## **SECTION NINE** **RULES AND REGULATIONS**

The use of said berth and the Curtis Merritt Harbor shall further be subject to the Curtis Merritt Harbor Ordinance adopted by the Town of Chincoteague on August 7, 2006, as amended [Town of Chincoteague Code, Chapter 70] and all Federal, State and County statutes that apply to navigable waters and such rules and regulations currently in effect or that may be promulgated from time to time during the period of said Mooring Permit by the Harbor Master, and said **HOLDER** agrees to fully comply with same.

## **SECTION TEN** **ISSUER AND HOLDER LIABILITY**

**HOLDER** agrees that **ISSUER**, its agents and servants, shall not be liable for any damage occasioned by the failure of **ISSUER**, its agents and servants, to keep said berth, docks, piers and catwalks adjacent thereto or other parts of said Harbor used by **HOLDER**, in repair, and shall not be liable for any damage done or occasioned by or from water pipes or electrical circuits or outlets in said berth and Harbor, nor for any damage occasioned by water, snow, ice, winds or other causes, nor for any damage arising from acts or neglects of other **HOLDERS** or users of other berths, or said Harbor in general.

**HOLDER** agrees to save harmless **ISSUER** from any claims or damages resulting to it, or its agents or servants, by failure of **HOLDER** to comply with provisions of this Permit.

#### **SECTION ELEVEN** **DEFAULT & HOLDOVER**

It is expressly agreed that if the **HOLDER** shall fail to pay the Mooring Permit fee provided for hereunder, or otherwise fails to perform any obligation under any of the terms or provisions hereof, or fails to timely pay any other charges, fees, damages, incurred or caused by the **HOLDER** to the **ISSUER**, **ISSUER** shall have the right, at its sole option and without further notice to the **HOLDER**, to declare such term ended and to expel said **HOLDER** and any property from said berth without prejudice to any cause of action by **ISSUER**, which shall survive, for any Mooring Permit in arrears, or any other charges, fees, or damages due by **HOLDER** to **ISSUER**. Failure of **ISSUER** to exercise such option shall not be deemed a waiver of the right to exercise said option upon any subsequent default.

#### **SECTION TWELVE** **ALTERATIONS AND IMPROVEMENTS**

**HOLDER** shall not personally, nor allow anyone else to, make any alterations upon any upland areas, berths, docks, piers and catwalks adjacent thereto, nor place or post any signs or placards upon upland areas, berths, docks, piers and catwalks adjacent thereto, except by express written consent of **ISSUER**.

#### **SECTION THIRTEEN** **GENERAL DUMPING AND DISPOSAL OF WRECKS**

**HOLDER** shall not deposit, or cause or permit to be deposited, in any of the waters of the Harbor, in the Boat Ramp, or in the Parking Area or along the Shores thereof, or in any of the streams or ditches emptying therein, or on any of the land adjacent or contiguous to the Harbor, any refuse, offal, waste matter, or other substance or material, whether earth, oil, liquid, animal, fish or vegetable matter, or other matter that may injuriously affect the sanitary, clean and safe condition of the land area or water in the Harbor, or diminish the depth thereof.

**HOLDER** shall not voluntarily or carelessly sink, or permit or cause to be sunk any barges, scows or other craft, in the waters of the Harbor; or to float loose timber and logs therein. Whenever a vessel or other craft is wrecked and sunk in any of the waters of the Harbor, accidentally or otherwise, it shall be the duty of the **HOLDER** to immediately mark it with a buoy and a lighted lantern at night, and to maintain such warnings until the sunken craft is removed. Failure of the **HOLDER** to so mark the wreck and promptly remove same shall be considered a breach of this permit.

#### **SECTION FOURTEEN** **INSURANCE**

**HOLDER** shall be responsible for maintaining adequate liability, hull, fire and theft insurance on this boat and its contents, and if not maintained, the **HOLDER** assumes such risks, and the said **HOLDER** hereby holds the **ISSUER** harmless from any liability that might occur to himself, his family, his passengers, his guests or his or their property or to the property of others arising from **HOLDER'S** use or occupancy hereunder during the term of this permit and further the **HOLDER** shall be responsible for the care, maintenance, custody and control of the their boat at all times during the term of this mooring permit, and further, the **HOLDER** hereby assumes sole responsibility for the safety and well being of any person or persons he shall invite or bring to the **ISSUER'S** property at Curtis Merritt Harbor of Refuge.

**SECTION FIFTEEN**  
**RELOCATION**

**ISSUER** reserves the right to reassign **HOLDER** to slip(s) other than the slip specified in this permit. Should **ISSUER** exercise this right, and the relocation of **HOLDER** occurs permanently to a slip of a differing size than specified in this Permit, an adjustment to the annual Permit fee in Section Four shall be calculated. In the case of **HOLDER** being reassigned to a smaller slip, a prorated refund will be calculated and paid to the **HOLDER**. In the case of a larger slip being provided to **HOLDER**, **ISSUER** shall pay the prorated additional amount to the **HOLDER**.

**ISSUER** will provide at least 30 days notice prior to permanent reassignment.

**IN WITNESS WHEREOF**, the Town of Chincoteague Inc., has caused this Mooring Permit to be duly executed by its authorized representative, and \_\_\_\_\_ has duly executed same.

**Harbor Master**

\_\_\_\_\_  
Wayne Merritt

**Holder**

By: \_\_\_\_\_ Witness \_\_\_\_\_

Current Address \_\_\_\_\_  
\_\_\_\_\_

Boat Type \_\_\_\_\_

Haul Number \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Number \_\_\_\_\_

**7. Recreation and Community Enhancement Committee Report of October 11, 2011**

- **Naming of the old Gym “Island Activity Center”**
- **Repair budget for the Old Gym**

Councilman Jester reported that Mrs. Wolffe was at the last meeting explaining that the drainfield the gym uses is shared. He stated that there is a lot of interest in the use of the building. He reported that they discussed the prioritization of the use which is for the kids. They also decided to name the facility. The Committee recommended naming the facility “Island Activity Center”.

Councilman Jester also stated that Public Works Director Spurlock has researched and priced the repairs of the building. He suggested using the spray-on insulation as it is rigid and would last longer. They will be replacing light fixtures and the Coast Guard volunteered to remove the old insulation. He also stated that there are several organizations that have offered their services to help repair the facility.

Town Planner Neville advised that he spoke with the USDA about a Community Facility Grant. He is currently researching this grant further which could reimburse the Town up to 75% of the relative costs.

Councilman Jester advised the target date for the completion of repairs is January as this is when youth basketball starts up. He also stated the Committee recommends that Council approve the name of “Island Activity Center” along with a repair budget for the gym.

There was discussion regarding the spray insulation and other items that needed immediate repairs to be completed for youth basketball in January.

Councilman Jester stated that the community has always been a child-friendly community.

Councilman T. Howard motioned, seconded by Councilman Jester to name the old Elementary School gym “Island Activity Center”. Unanimously approved.

Councilman J. Howard motioned, seconded by Vice Mayor Richardson to have a repair budget up to \$28,965 for the Island Activity Center. Unanimously approved.

**8. Cemetery Committee Report of October 18, 2011**

- **Possible Resolution “Creation of the Chincoteague Cemetery Preservation Authority”**

Vice Mayor Richardson thanked those who helped with the Cemetery Clean-up Week at the Reed’s Cemetery. She also requested that Council approve the resolution creating the Chincoteague Cemetery Preservation Authority. She read and explained the Mission and Goals along with the Authority’s activities.

There was discussion about the need to form an Authority and the legal creation of the Authority.

Mr. Chuck Ward reminded Council that it is in the Charter that the Town Council shall maintain cemeteries and burial places throughout the Island. He reviewed the ownership of a few of the cemeteries. He feels cemeteries should be manicured and the history of the Island should be preserved. He stated that if there is a government nonprofit organization people will donate.

Mayor Tarr asked why a private individual couldn't set up a nonprofit foundation and the Town could donate to it.

Mr. Ward stated that he isn't sure the private nonprofit would have the political clout to sell the idea to the public.

There was further discussion about government nonprofit verses individual nonprofit.

Councilman T. Howard asked Council to give this serious consideration. He added that there aren't any provisions except what's in the Charter.

Mayor Tarr stated they are all in agreement. He stated that they need to look at the pros and cons of setting up another Authority.

Mr. Ward feels that people are willing to give but don't have the time to show up.

Vice Mayor Richardson feels something should be done.

Comments continued.

Councilman T. Howard suggested that Town Attorney Poulson review this proposal further and bring it back to Council.

Town Attorney Poulson suggested that the Cemetery Committee create a nonprofit entity.

Mayor Tarr asked staff and Town Attorney Poulson to review and research other methods for this request.

## **9. Mayor and Council Announcements or Comments**

Town Manager Ritter advised Council of the upcoming meetings. He stated that the Workshop on November 17<sup>th</sup> is to discuss the Draft Employee Handbook. He advised that the Ordinance Committee meeting has been postponed until December 1<sup>st</sup>.

Mayor Tarr reminded everyone to vote. He also reminded those in attendance of the 1<sup>st</sup> Annual Mayor's Ball.

## **Adjourn**

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

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Mayor

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Attest: Town Manager

**MINUTES OF THE NOVEMBER 17<sup>TH</sup>, 2011**  
**CHINCOTEAGUE TOWN COUNCIL MEETING/WORKSHOP**

**Council Members Present:**

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

**Council Members Absent:**

John H. Howard, Councilman

**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**

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

**1. Review of the Draft Employee Handbook**

Town Manager Ritter explained that the Budget and Personnel Committee has been working on the Employee Handbook for approximately a year and a half. He stated that they reviewed and made changes and forwarded the draft to Ms. Anne Sullivan for review. She and staff made their recommendations. He stated that they are now at the point to have Council's input.

Town Manager Ritter reviewed each section.

Councilman T. Howard pointed out a few corrections. He also commented on the employee evaluations.

Town Manager Ritter advised that Mayor Tarr expressed his concerns regarding job descriptions and position classifications along with Virginia Work Laws for work of more than 40 hours per week.

Lengthy discussion continued about annual evaluations and promotions with pay increases or demotions with pay decreases. They also discussed leave and travel expenses. There was a question about percentages.

Town Manager Ritter advised it was because they will not be using pay steps.

Council discussed over-time, reimbursable training and travel expenses and emergency call-back while off duty (example: leak repairs, or snow removal) with call-back pay.

They talked about drug screening and physical exams. There were questions regarding a promotion of a full-time employee to a new position and falling under the introductory period having no grievance rights. They also questioned the benefits during the introductory period.

Town Manager Ritter asked Council to review the section regarding conflict of interest pertaining to immediate family. They discussed this matter in length.

Mayor Tarr expressed his concerns and suggestions pertaining to the conflict of interest and family members.

Council discussed making a change to this section by using the current Employee Handbook section and definition of conflict of interest.

Public Works Director Spurlock made some suggested changes to the new Handbook by using the list of relatives from the current Handbook and the Council agreed with those changes.

Mayor Tarr also commented on contracts.

They further discussed chain-of-command in length. They feel this should be specific to personnel issues.

Chief Lewis questioned the spousal insurance for retirees. He explained that in the new Handbook it states that 18 months after the employee retires the spouse is dropped. He advised that in the past the Town has allowed the spouse to continue on the insurance if they pay their own premium.

Town Manager Ritter stated that they could omit the word COBRA along with the phrase after that and this would allow those hired before the adoption of the new Handbook to continue as they have done in the past.

Retirement and retirement age was also briefly talked about.

Mayor Tarr addressed his concerns regarding COBRA and the employee initiation of COBRA.

EMS Supervisor Bryan Rush commented on COBRA and suggested spelling this out specifically.

Council moved on to holidays and holiday pay, annual leave and maximum accumulations for some and more for those specified.

EMS Supervisor Rush explained that those that would receive more are EMS personnel and Police personnel because of shift work and it being harder to take leave as they have to have 24 hour coverage. He recommended either keeping the hours at 240 or go to 280 keeping it an even

number. Discussion continued about exempt or non-exempt employees, which pertains to salaried employees. They also talked about administrative leave for exempt executive professional employees.

Mayor Tarr expressed his concerns about administrative leave. He advised that he did not know the Town had administrative leave. He stated that there is no documentation or use of administrative leave. He addressed the list of the non-exempt employees.

Council discussed administrative leave in detail. They asked about the employees that work shift-work on holidays and compensation of pay or leave.

They talked about the possibility of rolling any hours over the maximum annual leave into sick leave hours.

Council asked about personal use of Town owned cell phones. Town Manager Ritter advised that he and Public Works Director Spurlock are the only two employees that have Town owned cell phones.

They reviewed the Drug Policy, and tweaked the Grievance Policy and procedures to include the grievance steps for the employee report directly to the “immediate supervisor”. They also expressed their concerns and opinions that all Town employees are considered essential personnel in the new Handbook. There was further discussion about the need for essential personnel.

EMS Supervisor Rush feels that at some point every employee with the Town is considered essential.

Mayor Tarr stated that this should be specifically spelled out in the Handbook.

## **2. Council Member Comments**

There were none.

### **Adjourn**

Councilman T. Howard motioned, seconded by Vice Mayor Richardson to adjourn.

Unanimously approved.

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Mayor

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Town Manager



MEMORANDUM  
Town of Chincoteague Inc.

To: Mayor Tarr and the Town Council

Through: Robert G. Ritter, Town Manager

From: Jack Van Dame, Director of Public Transportation  
Bill Neville, Director of Planning

Date: November 22, 2011

Subject: Transit Development Plan – Draft Final Report

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- ❖ The Virginia Department of Rail and Transportation (DRPT) requires adoption of the attached 6 year plan by December 2011 in order to qualify for future grants that support the Pony Express trolley system in the Town of Chincoteague.

A presentation of the Draft Transit Development Plan has been scheduled for the regular meeting of Town Council on December 5, 2011 at 7 p.m. The transportation consultant KFH Group was retained by DRPT, at no cost to the Town, to prepare the report over the last several months.

Senior transportation planner Joel Eisenfeld will briefly describe the planning process that included passenger counts and surveys, comparison to other transportation systems, and development of future goals with the help of a panel of Town staff and citizens.

Town Council is requested to review the attached Transit Development Plan in advance of the meeting.

# MEMORANDUM

THE TOWN OF CHINCOTEAGUE

To: Mayor & Town Council  
From: Robert Ritter, Town Manager  
Date: December 1, 2011  
Subject: Committee/Commission/Board Vacancy Appointments

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The term for the following member currently serving on the Building Code Board of Appeals will end on December 31, 2011:

**1. Robert Tye**

Mr. Tye has voiced his desire to be re-appointed to the Building Code Board of Appeals. The term if reappointed shall be for a period of 5 years and end on December 31, 2016.

The terms of the following member currently serving on the Curtis Merritt Harbor Committee will end on December 31, 2011:

**1. Michael Handforth**

Mr. Handforth has voiced his desire to be reappointed to the Curtis Merritt Harbor Committee. The term if reappointed shall be for a period of 2 years and end on December 31, 2013.

The terms of the following member currently serving on the Planning Commission will end on December 31, 2011:

**1. Spiro Papadopoulos**

Mr. Papadopoulos has voiced his desire to be reappointed to the Planning Commission. The term if reappointed shall be for a period of 4 years and end on December 31, 2015.

The terms of the following members currently serving on the Chincoteague Recreation & Convention Center Authority Committee will end on December 4, 2011:

- 1. Laurie Walton**
- 2. William Chrisman**

Mr. William (Bill) Chrisman and Ms. Laurie Walton have voiced their desire to be re-appointed to the Chincoteague Recreation & Convention Center Authority, which is a four year term and if reappointed their term will end December 4, 2015.

The term of the following member currently serving on the Board of Zoning Appeals will end on December 31, 2011:

**2. Robert Cherrix**

Mr. Cherrix has voiced his desire to be re-appointed to this Board. The term shall be for a period of 5 years and shall expire on December 31, 2016.

A letter will be sent to the Honorable Revell Lewis, Judge, regarding his re-appointment.

Council will need to take the necessary action to replace or fill the above applicants at your convenience.



MEMORANDUM  
Town of Chincoteague Inc.

Date: December 1, 2011  
To: Mayor Tarr and Town Council Members  
From: Robert Ritter, Town Manager  
Subject: Retaining the Lobbyist for an Additional 6 Months

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The fiscal year 2012 budget that was approved in June has six months of funding for the Towns Lobbyist Alcalde & Fay. Alcalde & Fay consultant Rob Catron will prepare a work plan for the rest of the fiscal year for the Council meeting. Council will need to decide whether to go forward and fund the remainder of the fiscal year. The funding can come out of the LGIP and January we will have a budget work shop to discuss the budget amendments.