

**MINUTES OF THE JULY 2, 2012  
CHINCOTEAGUE TOWN COUNCIL MEETING**

**Council Members Present:**

John H. Tarr, Mayor  
Ellen W. Richardson, Vice Mayor  
J. Arthur Leonard, Councilman  
Gene W. Taylor, Councilman  
Tripp Muth, Councilman  
John N. Jester, Jr., Councilman  
Terry Howard, Councilman

**CALL TO ORDER**

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

**INVOCATION**

Councilman Howard offered the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Tarr led in the Pledge of Allegiance.

**PRESENTATION**

Mayor Tarr welcomed the new council members and asked Mrs. Nancy Conklin if she would come forward. He presented her with a Certificate of Special Recognition for her years of community service.



**CERTIFICATION OF  
SPECIAL RECOGNITION**

**MRS. NANCY CONKLN**

**Term: October 13, 1999 – June 30, 2012**

Public service is one of nobility and dedication.  
You have displayed these attributes  
in the highest tradition during your term as  
Councilwoman of the Town of Chincoteague.

On behalf of a grateful community, I the Mayor,  
along with the members of  
the Chincoteague Town Council,

proudly present to you this recognition  
of meritorious service.

July 2, 2012

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John H. Tarr, Mayor

Mrs. Conklin thanked everyone and stated that people shouldn't complain about the Town, they should be willing to step up and make a change.

Mayor Tarr also presented Councilman Howard with a United States flag. He read the certification and informed those in attendance that the flag was flown over the United States Capital on May 23<sup>rd</sup>, 2012 at the request of Congressman Rigell for Mr. Terry Howard for his 30 years of service to the Chincoteague Town Council.



**CERTIFICATION OF  
SPECIAL RECOGNITION**

**THE HONORABLE TERRY HOWARD**

**WHEREAS**, the Honorable Terry Howard has served the Town of Chincoteague well for many years in many capacities; and

**WHEREAS**, he has served faithfully as a member of the Chincoteague Town Council since 1982; and

**WHEREAS**, the exemplary conduct and sense of fairness he has demonstrated has furthered the cause of better understanding, and has been an influence for good in the growth and progress of our community;

**NOW, THEREFORE**, I, John H. Tarr, as Mayor and speaking on behalf of the Town Council and all our citizens, do hereby convey to the Honorable Terry Howard our heartfelt appreciation for his 30 years of exemplary service to the Town of Chincoteague.

**DATED** this 2<sup>nd</sup> day of July, 2012.

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John H. Tarr, Mayor

Councilman Howard thanked Mayor Tarr and explained how he came to be a Councilman. He thanked everyone.

## **OPEN FORUM/PUBLIC PARTICIPATION**

- Mr. Jim White spoke about the Town Code referring to Meals Tax and Transient Occupancy Tax. He reiterated the vote and explanations of the previous meetings. He asked if the 1% tax increase would be eliminated once the beach access issue is resolved.

Mayor Tarr stated that the discussion by Council was that this matter would be reviewed each year during the budget hearings.

- Mr. John Smith of Hallwood asked if there would be any reservations of putting any member of the Town's staff in his book or on the internet.

Mayor Tarr advised he would run it by the Town's attorney.

Councilman Howard thanked Mr. & Mrs. Friar and Councilwoman Richardson for initiating his recognition and the presentation of the flag.

## **STAFF UPDATE**

### **Planning Department**

Town Planner Neville stated that the monthly report has been included in the packet. He added that the Planning Commission, Wastewater Advisory Committee and the Beach Advisory Committee will not be meeting in July. He advised of the next meetings: Planning Commission – August 14<sup>th</sup>, Wastewater Advisory Committee – September 20<sup>th</sup>, Beach Access Committee – they are waiting to hear from the next newsletter. He stated that he has attended a couple of meetings on the Town's behalf. He also stated that on July 11<sup>th</sup> and 12<sup>th</sup> the ANPDC is completing the recreational use mapping project. He also reminded Council of the announcement of the Community Walk-Around Workshop, July 30<sup>th</sup>. He also reported that there will be a planning study with the Navy to share their long range plans with the flight facility.

### **Police Department**

Lieutenant Fisher stated that the monthly report is included in the packet. He asked if there were any questions. He stated that there have been complaints about speeding in the downtown area and on Church Street. He advised that they have been moving the speed trailer that advises and records the speeds, times and dates.

Councilwoman Richardson advised that it works.

### **Public Works**

Public Works Director Spurlock advised that the Public Works monthly report is also in the packet. He reviewed some of the highlights. The Main Street streetscape project has been completed by Conrad Brothers who did an outstanding job not to mention a great company to work with. He looks forward to doing the other side of the street in the fall. He welcomed the new councilmen.

Councilman Jester asked about the lights and flowers.

Public Works Director Spurlock stated that there are a few little things. He stated that the lights and several benches will be installed next week. He added that the lighting will be installed by A&N Electric.

Councilman Jester asked about the planters across the street.

Public Works Director Spurlock advised that he would be contacting the Garden Club.

### **General Government**

Town Manager Ritter reported that under Emergency Management the draft Star Space Tourist Action Response Plan there will be another tabletop exercise on July 17<sup>th</sup>. He advised that General Government Staff is working on the end-of-year closeout along with the VRS payroll changes and insurance. He also advised that staff will be working on the quarterly newsletter for September.

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

Councilwoman Richardson, seconded by Councilman Leonard to adopt the agenda.  
Unanimously approved.

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

- **Regular Council Meeting of June 4, 2012**
- **Special Council Meeting of June 21, 2012**

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

#### **2. Selection of the Vice Mayor**

Mayor Tarr explained that this is done after every election in May. He entertained a motion for consideration of Vice Mayor.

Councilman Jester motioned, seconded by Councilman Taylor to elect Councilman Leonard as the Vice Mayor. Unanimously approved

Mayor Tarr congratulated Vice Mayor Leonard.

#### **3. Committee Appointments and Assignments**

Mayor Tarr read the list of Committee appointments and assignments.

**Budget & Personnel Committee:** Chairman, Mayor Tarr, Councilman Muth and Councilman Taylor.

**Ordinance Committee:** Chairman, Councilman Howard, Councilman Taylor and Councilman Muth.

**Meals Tax Committee:** Vice Mayor Leonard

**Harbor Committee:** Chairman, Vice Mayor Leonard, Councilman Jester.

**Recreation & Community Enhancement Committee:** Chairman, Councilman Jester, Councilman Howard and Councilman Taylor.

**Public Works Committee:** Chairperson, Councilwoman Richardson, Mayor Tarr and Vice Mayor Leonard.

**Planning Commission:** Councilman Muth.

**Cemetery Committee:** Chairperson, Councilwoman Richardson, Councilman Howard.

**Public Safety – Police, EMS, EOC:** Chairman, Mayor Tarr, Councilwoman Richardson, Councilman Taylor.

**Liaison Committee:** Chairman, Mayor Tarr, Vice Mayor Leonard and Councilman Jester.

**Chincoteague Recreation & Convention Center Authority:** Councilman Jester.

Councilwoman Richardson motioned, seconded by Councilman Howard to approve the Committee appointments. Unanimously approved.

#### **4. Consider Appointment to the Planning Commission**

Town Manager Ritter advised that Town Planner Neville advertised the vacant seat of Councilman Taylor on the Planning Commission. He asked Town Planner Neville to review the memo.

Town Planner Neville advised that Ms. Nancy Lane and Mr. Mike Dendler have expressed interest to be considered. He added that Ms. Helen Merritt and Mr. Drew Jorgensen expressed interest the last time there was a vacancy. He reported that Mrs. Merritt and Mr. Jorgensen both decided not to be considered at this time.

Mayor Tarr asked if this was properly advertised.

Town Manager Ritter advised it has been advertised and the term is for approximately 6 months.

Mayor Tarr asked if either candidate would like to address Council.

Ms. Lane advised Council of her interest in becoming a Planning Commission member. She would like to help make the Town a better place and is committed and honored.

Mr. Dendler explained his interest in becoming a member also.

Mayor Tarr opened the floor for nominations.

Councilman Howard nominated Mr. Mike Dendler.

Councilman Jester nominated Ms. Nancy Lane.

Mayor Tarr closed the nominations.

Mayor Tarr called for a vote for Mr. Mike Dendler.

Ayes: Howard, Taylor, Leonard, Richardson.

Mayor Tarr congratulated Mr. Dendler.

#### **5. Public Safety Committee Report of June 5, 2012**

Mayor Tarr advised that the report was included in the packet. He also mentioned the tabletop exercise on July 17<sup>th</sup> at the Community Center. He asked for questions. There were none.

#### **6. Possibly Consider a No Parking Zone on Church Street from Anderton Avenue to Main Street.**

Town Manager Ritter reported that at the June 21<sup>st</sup> Special Council meeting this matter was discussed. He explained the possibility of a 5 minute loading and unloading zone for the Channel Bass Inn and the Opportunity Shop.

Lieutenant Fisher advised that it would be easier if there was “No Parking”. He feels that if there is a 5 minute loading or unloading zone it would be tying up an officer. He stated that the Police Department feels that No Parking would be better. The Police Department also discussed asking the Opportunity Shop to move their collection boxes to the back of the building for loading and unloading at the Town Parking Lot. He mentioned that the Channel Bass Inn has an entrance along the Town Parking Lot also.

Town Manager Ritter stated that there are three letters included in the packet regarding the safety issue. He added that moving the loading and unloading zones to the Town Parking Lot are just suggestions as the Town doesn't want to get into their operations. He stated that the Town sees no issue if they would like to do this in the future.

Councilman Jester supports the no parking on Church Street, however, has concerns about moving the loading zones as the workers at the Opportunity Shop are seniors.

Councilman Howard asked if the Opportunity Shop and Channel Bass has been approached about moving the loading and unloading zones. He understands the hazard of parking along Church Street and feels it's a safety factor. He mentioned the Opportunity Shop and its importance to the community.

Councilman Muth asked about crosswalks.

Town Manager Ritter advised that crosswalks are no problem and there was further discussion about the safety issues and specifics.

Councilman Jester suggested business specific signage for loading zones.

Discussion continued.

Councilwoman Richardson suggested putting the business name on the loading and unloading signs for 1 car at a time.

Mr. Wiedenheft of the Channel Bass Inn doesn't feel one space is sufficient.

Comments were made and Councilman Taylor suggested tabling this matter one more month.

Lieutenant Fisher and Councilman Jester both agreed that this has been put off long enough and July is the month to enforce it because of the major safety issues.

Councilman Muth feels this a safety issue and the no parking would be for the greater good. Councilwoman Richardson motioned, seconded by Councilman Howard to adopt a no parking zone on Church Street from Main Street to Anderton Avenue allowing 5 minute loading/unloading in front of the Opportunity Shop and Channel Bass Inn, including revisiting this matter if there are problems, adding crosswalks for each of the two businesses. Motion carried.

Ayes: Howard, Richardson, Leonard, Jester, Muth

Nays: Taylor

#### **7. Recreation and Community Enhancement Committee Report of June 12, 2012**

Councilman Jester reported that they discussed potential plans at the completion of the Ocean Boulevard extension/trail to extend it to Coach's Lane. He also stated they talked about the trails workshop. He feels they should be working on a physically fit community.

Councilwoman Richardson asked about the Committee's opposition of the Fish & Wildlife using a concrete deck.

There was further discussion.

#### **8. Possible Adoption of a Trial Agreement with ESVBA**

Town Manager Ritter explained that this is referring to the Eastern Shore Broadband Authority and the agreement will allow the Town to go forward with a request for a proposal for a Broad Band provider. He stated the Town will review and approve the proposals and the vendor will be chosen to provide a minimum of a one year service. He stated that the first 6 months they will operate free and clear and after that it will go to 25% of the cost of the service of 25MG. He added that after 9 months it goes to 50% and after a year 100%. Town Manager Ritter recommended that the Town adopts this. He asked that ESVBA at a previous meeting to strike the part where the Town would be the fund pass-through. They agreed to remove this and the Authority would collect the money directly. He advised at the last meeting they passed a proposal for an 8 week pilot project after which the RFP will be finalized for the 1 year trial agreement period.

There was brief discussion as to the liability.

Town Manager Ritter explained that the Eastern Shore of Virginia Broadband Authority cannot give out free service for 6 months and as they pick up customers they will be able to support the service. He also stated that the pilot is separate pilot project for 8 weeks and then they will go out for proposals for the provider of the service.

Discussion continued in length.

Mayor Tarr stated he doesn't have a problem with the pilot program, however, does have concerns with the RFP.

Councilman Howard asked Town Manager Ritter what his recommendation was.

Town Manager Ritter advised that he recommended approving the agreement so they could move forward with the RFP.

Councilman Howard motioned, seconded by Councilman Jester to adopt the trial agreement with ESVBA. Unanimously approved.

### **TRIAL AGREEMENT**

This Agreement is made and entered into as of the date it is signed by both parties (hereinafter referred to as the "Effective Date") by and between Eastern Shore of Virginia Broadband Authority, having offices at 36272 Lecato Road, Belle Haven, VA 23306, (hereinafter referred to as "ESVBA"), and the Town of Chincoteague, having offices at 6150 Community Drive, Chincoteague Island VA, 23336 (hereinafter referred to as "Town").

### **RECITALS**

**WHEREAS**, ESVBA desires to provide Town with discounted Internet access to facilitate the availability of affordable internet access to small businesses and residential dwellings (hereinafter referred to as the "Trial"). Such discounted Internet access shall hereinafter be referred to as the "Service".

**WHEREAS**, Town wishes to determine the utility and feasibility of utilizing the Service to meet the broadband needs its businesses and residents ("Users"),

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and covenants set forth herein, ESVBA and Town agree as follows:

#### **1. ESVBA RESPONSIBILITIES**

ESVBA will provide to Town, at the charges specified in Attachment A, dedicated internet service, to a mutually agreed up on location that is on or near the ESVBA network. Title to any equipment and/or software provided by ESVBA for the purposes of this Trial shall remain with the ESVBA. Town will assume any risk of loss or damage to any equipment and/or software used in the Trial.

## 2. TOWN'S RESPONSIBILITIES

- a. Town shall cooperate with ESVBA in all aspects of the Trial as reasonably required by ESVBA. Cooperation shall include: evaluating the Service while the Trial is in progress and informing ESVBA of Town's views concerning the virtues and shortcomings of the Service.
- b. Town shall work independently, or with other parties, to conduct the trial in an organized and professional manner.
- c. If the Town determines that they want to a third party to take responsibility of the Trial and operate the Trial as a commercial entity (Operation), the Town must issue a public RFP and follows the laws of the Commonwealth of Virginia.
- d. Town acknowledges that nothing in this Agreement shall be construed as a commitment by ESVBA to offer the Service to any of the end users of the Trial following the termination of the Trial.
- e. Unless otherwise stated, the Town's selected Service Provider, will also pay ESVBA the Service charges specified in Attachment A for the duration of the Trial.

## 3. EQUIPMENT & INTELLECTUAL PROPERTY

- a. Town agrees that upon expiration or termination of this Agreement, Town will promptly return all hardware, software equipment and associated documentation, which ESVBA as provided, to ESVBA in the same condition as received, reasonable wear and tear excepted, or they must purchase the aforementioned at the ESVBA's purchase price.

## 4. TERM AND TERMINATION

- a. The term of this Agreement shall commence with the date that the Town desires ESVBA's Internet Service to begin, or upon the date which the Town awards an RFP to a Service Provider (In Service Date) and shall expire twelve (12) months thereafter, unless terminated earlier as provided below.
- b. This Agreement shall terminate at the earlier to occur of the following:
  - 1) the expiration date of the Term, or
  - 2) upon thirty (30) days prior written notice by the Town.
  - 3) upon thirty (30) days' prior written notice by either party to the other party if the other party is in default of a material term or condition of this Agreement and has failed to cure such default within the notice period, or
  - 4) immediately upon written notice by either party if:
    - i. the other party has intentionally or in a willful, wanton or reckless manner made any material, false representation or violated the other's trade names, trademarks or service marks;
    - ii. the other party has been placed in conservatorship or receivership, become insolvent or involved in a liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of creditors; or
    - iii. mandated by governmental or regulatory authority.
  - iv. Upon expiration or termination of this Agreement neither party shall be relieved of any obligations due at the time of such expiration or termination, nor shall such expiration or termination prejudice any claim of either party accrued on account of any default or breach by the other.

c. The Town shall be able to change the amount of bandwidth (not to exceed 25 Mb/s), or cancel Service, without any penalties during the Term of the Trial. At the conclusion of the Trial, ESVBA will enter in an agreement with the ~~Town~~, or the Town's selected service provider, at ESVBA's standard rates (Appendix B).

## 5. CONFIDENTIALITY

a. Both parties, for their mutual benefit, desire to disclose or have disclosed to the other, certain specifications, designs, plans, drawings, software, data prototypes, or other business and/or technical information (hereinafter collectively referred to as "Information") which is proprietary to the disclosing party or its affiliated companies or suppliers. The receiving party shall hold such Information in confidence, shall reproduce or copy such Information only to the extent necessary for its authorized use, shall restrict disclosure of such Information to its employees who have a need to know, shall advise such employees of the obligations assumed under this section, and shall not disclose such Information to any third party without the prior written approval of the other party and a confidentiality agreement at least as restrictive as this Article 5.

b. These restrictions on the use of disclosure of information shall not apply to any Information:

1) that is independently developed by the receiving party or its affiliated companies or lawfully received free of restriction from another source having the right so to furnish such Information; or

2) that is or becomes publicly available by means other than unauthorized disclosure; or

3) that, at the time of disclosure to the receiving party, was known to such party or its affiliated companies free of restriction as evidenced by documentation in such party's possession; or

4) that the disclosing party agrees in writing is free of restrictions stated in this Agreement.

5) Each party agrees that all of its obligations undertaken in this Section 5 as a receiving party of Information shall survive and continue for two years after any expiration or termination of this Agreement.

## 6. WARRANTIES

a. ESVBA warrants that it will make commercially reasonable efforts to provide continuous service at the contracted levels.

b. EXCEPT FOR THE WARRANTIES STATED IN SECTION 6(a), THE SERVICE IS OFFERED ON AN "AS IS" BASIS. ESVBA MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, RELATING TO THE RELIABILITY, EFFECTIVENESS, ACCURACY, COMPLETENESS, PERFORMANCE, OR OPERATION OF THE SERVICE, OR OF THE EQUIPMENT AND SOFTWARE FURNISHED TO TOWN FOR PURPOSES OF THE SERVICE OR THE TRIAL, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ESVBA DOES NOT GUARANTEE THAT THE SERVICE WILL NOT CAUSE INTERRUPTIONS IN OR INTERFERENCE WITH TOWN'S OR USERS' TELECOMMUNICATIONS OR OTHER SERVICES WHICH INTERCONNECT WITH THE SERVICE.

## 7. LIMITATION OF LIABILITY

a. THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM ARISING FROM ANY CAUSE WHATSOEVER (EXCEPTING PERSONAL INJURY AND/OR DEATH) REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY PROVEN, NOT TO EXCEED AN AGGREGATE OF \$10,000 DURING THE TERM OF THIS AGREEMENT.

b. ESVBA SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF: INABILITY BY TOWN, USERS OR THIRD PARTIES TO USE THE ESVBA SERVICE WHICH IS THE SUBJECT OF THIS AGREEMENT; SERVICE INTERRUPTIONS; INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE ESVBA SERVICE WITH APPLICATIONS, SERVICES OR NETWORKS PROVIDED BY TOWN, USERS OR THIRD PARTIES; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF TOWN'S USERS' OR THIRD PARTIES' APPLICATIONS, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS THROUGH ACCIDENT, FRAUDULENT MEANS OR ANY OTHER METHOD BY ANYONE.

c. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. AS USED IN THIS ARTICLE 7, "ESVBA" AND "TOWN" SHALL BE DEEMED TO INCLUDE EACH PARTY'S PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS AND CONTRACTORS OF ALL OF THEM.

## 8. FORCE MAJEURE

Neither party nor its affiliates, subsidiaries, subcontractors, parent corporation or any of its parent's affiliates or subsidiaries shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## 9. ASSIGNMENT

Neither party may assign or transfer or attempt to assign or transfer any part or all of this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party. Such consent shall not be unreasonably denied.

## 10. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia without giving effect to its choice of law rules.

11. ENTIRE AGREEMENT

The terms and conditions of this Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede all prior, written or oral agreements, proposals or understandings. This Agreement shall not be modified, altered, changed or amended in any respect, except by a writing signed by an authorized representative of each party.

12. PUBLICITY/TRADEMARKS AND TRADENAMES

Neither party shall use, in any advertising, publicity or User documentation, any of the other party's trade names, logos, trademarks, trade devices, service marks, symbols, codes, specifications, abbreviations or registered marks, or contractions or simulations thereof (hereinafter referred to collectively as "Marks"), without the other party's advance approval in writing. Neither party shall claim ownership or any other rights in the other party's Marks. Upon termination of this Agreement, any and all rights or privileges of either party to use the other's Marks shall expire and each party shall discontinue the use of the other's Marks.

13. SECTION HEADINGS

The section headings in this Agreement are inserted for convenience only and are not intended to affect meaning or interpretation.

ESVBA and Town, acting through their duly authorized representatives, hereby agree to the terms set forth in this Agreement.

**Town of Chincoteague**

By: \_\_\_\_\_  
Name: **Robert G. Ritter Jr.**  
Title: **Town Manager**

Date: **July 2, 2012**

**Eastern Shore of Virginia Broadband Authority**

By: \_\_\_\_\_  
Name: **Nicholas Pascaretti**  
Title: **Executive Director**

Date: \_\_\_\_\_

**ATTACHMENT A-- SERVICE CHARGES**

SVBA will bill Town, or the Town’s selected Service Provider, the charges specified below, which is exclusive of any applicable taxes. Payment of all charges, including applicable taxes, shall be due within 30 days of the invoice date. Town, or the Town’s selected Service Provider, shall pay all local, state and Federal taxes, however designated (excluding taxes on ESVBA's net income), imposed on or based upon the provision or use of the Service.

The charges below are subject to change in the event that the parties mutually agree to change the deliverables or responsibilities of the parties specified in Attachment A.

1. One Time Non-recurring Costs (NRC): \$0.00
2. Monthly Recurring Costs (MRC):

<b>MRC’s Schedule for 25Mb/s</b>				
	<b>Months 1-6</b>	<b>Months 7-9</b>	<b>Months 10-12</b>	<b>Months 13+</b>
<b>Discount</b>	100 %	75 %	50 %	0%
<b>MRC</b>	\$0.00	\$625	\$1,250	\$2,500

NOTE: Town may at any time reduce or increase the amount of Internet service with no penalties. After Month 12, ESVBA’s standard rates will be charged (Appendix B).

**9. Mayor & Council Announcements or Comments**

Councilwoman Richardson mentioned donations to the Cemetery. She advised that they receive approximately \$1,500 per year in donations. She stated that one cutting is approximately \$1,300. She feels the Town needs to find money or utilize staff to maintain the cemeteries on the Island. She commended those who volunteer to help with the cemetery upkeep. She suggested thinking about having the Town take this matter over as the volunteers can’t physically keep up with the overgrowth.

Councilman Howard feels the cemeteries should be kept clean out of respect. He asked if this could be placed on the next meeting agenda with recommendations from Public Works.

Councilman Jester welcomed the new council members.

Councilman Muth passed on an invitation to the Island Library for crafts and story time for children.

Councilman Taylor expressed his concern for kidney dialysis patients. He also suggested placing more life-rings at the waterfront properties.

Councilman Howard commended Mr. Tommy Daisey for his suggestions regarding Transient Occupancy and the possibility of businesses in the community raising money for beach reserve

and reconstruction. He asked if this could be put on the next meeting agenda for discussion. He feels that having a plan with facts and figures in place could be beneficial.

Councilwoman Richardson advised that Supervisor Thornton is currently working on a plan.

Discussion continued.

Town Manager Ritter advised that Mr. Martin Crim asked for a meeting, July 20<sup>th</sup>. He asked Council to keep this date open and he would see if Town Attorney Poulson is available.

Mayor Tarr asked that staff arrange a meeting with Councilman Jester, the YMCA administration, himself and Mrs. Fox to iron out the use of the Island Activity Center.

**Adjourn**

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

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Mayor

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Town Manager