

Onancock Town Council Meeting

AGENDA

June 27th, 2016

7:00 p.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Swearing In Ceremony, Town Councilors Elect, Robert Bloxom, John Morgan and Ray Burger as well as Mayor Elect Russell Jones, Mr. Samuel H. Cooper, Jr., Clerk of Circuit Court
4. Consideration and Approval of Minutes from the Regular Meeting on May 23rd, 2016 and the Special Meeting on May 31st, 2016.
5. Public Business
 - a. Public Hearing: Bi-Monthly Utility Billing
 - b. Davis Disposal Contract
 - c. Appoint the In-Coming Town Manager, William Kerbin, Jr. as the Onancock Zoning Administrator, effective July 18th, 2016
 - d. Appoint the In-Coming Town Manager, William Kerbin, Jr., as the Onancock Town Treasurer, effective July 18th, 2016
 - e. Discussion of Town Hall Façade Improvements
6. Public Comment
7. Planning Commission Report – Fletcher Fosque
8. Personnel Committee Report
9. Waterfront Committee Report – T. Lee Byrd
10. Holiday Committee - Catherine Krause
11. Mayor's Report - Recognition of the service for Councilmember Sandra Fox and Councilmember T. Lee Byrd
12. Mayor and Town Council Comments
13. Closed Session (if needed)
14. Adjourn

Town of Onancock
Town Council Meeting
May 23rd, 2016
7:00 PM

Call to Order and Roll Call:

Mayor Jones called the meeting to order at 7:00 PM and roll was called. Mayor Russell Jones and Councilmembers T. Lee Byrd, Catherine Krause, Sandra Fox, Joshua Bundick and Fletcher Fosque were present. Councilmember John Morgan was absent. A majority of members were present and a quorum was established.

The Pledge of Allegiance was recited.

Mayor Jones explained that there would be an addition to this evening's agenda. The Coast Guard Auxiliary asked the town to read and adopt a Proclamation acknowledging National Safe Boating Week, May 21st – May 27th, 2016. Mayor Jones read the Proclamation aloud and Mr. Jack Cranford and Mr. Sanchez were there on behalf of the Coast Guard.

Consideration and Approval of Minutes from the Regular Meeting on April 25th, 2016:

Mayor Jones asked if there were any changes, corrections or additions to the minutes as submitted.

With none, Councilmember Bundick made a motion to approve the April 25th meeting minutes as submitted. Councilmember Byrd seconded the motion. The motion passed by unanimous voice vote.

Public Business:

- a. Approval of the New Town Manager Contract: Mayor Jones explained that this item has been postponed for the time being.
- b. Approval of the Proposed FY2017 Budget: Mr. Whitley explained that the FY17 proposed budget has been heard for the past three meetings. This budget, if adopted, will begin July 1st, 2016. The passage of this budget will set the tax rates for the coming year and appropriate the funds necessary to operate the town. Mr. Whitley recommended the passage of the proposed FY 17 budget.

There was no council or public comment.

Councilmember Fox made the motion to adopt Resolution 02-2016, A Resolution to Adopt the FY17 Operating Budget, Set Tax Rates and Appropriating Funds. Councilmember Fosque seconded the motion. The motion passed by unanimous voice vote.

- c. Approval of the Freedom of Information Act Policy: Mr. Whitley explained that the Virginia Legislature passed a bill this past session which made some changes to the Freedom of Information Act (FOIA). Localities are now required to designate a FOIA officer as well outline how individuals may go about requesting information from localities. The drafted policy acknowledges the town manager as Onancock's point of contact unless it is a police matter in which case the requests need to go to the Onancock Chief of Police. Mrs. Fiege drafted the

policy and Mr. Whitley recommended the passage of the policy so that the town will be in compliance with the new state code.

Councilmember Byrd suggested that an additional contact be added in case the town manager is unavailable to respond to a request such as the Mayor.

Mr. Jay Davenport, Poplar Cove, asked if the requests have to be specified as a FOIA requests. Mr. Whitley shared that all requests should be treated as a FOIA requests.

Mayor Jones shared that if a verbal request is given they are required to state who they are as well as the reasonably specific records they are requesting. Mr. Whitley asked council to alert the town manager's office as soon as they receive a records request directly so that a response can be generated in the appropriate amount of time.

Mr. Alan Silverman, Parker Street, asked if there would be any costs associated with the production of the records. Mr. Whitley confirmed that there would be reasonable charges submitted to the requestor.

Councilmember Krause asked that a log of FOIA requests be kept in the town office so that anyone can verify that a request is completed or what at stage it may be.

Councilmember Fosque asked that council be notified if the town office cannot fulfill a request as well as why it was not fulfilled.

Councilmember Byrd made a motion to adopt the town's Freedom of Information Act Policy as presented and to name the town manager as the point of contact for all FOIA requests.

Councilmember Bundick seconded the motion with an amendment asking that the town create a form to track all requests. The motion passed by unanimous voice vote.

- d. Discussion of Bi-Monthly Billing: Mayor Jones shared that this discussion has been heard numerous times throughout his tenure as mayor. It will allow the town to detect leaks quicker as well as move due dates up which will help cut down on delinquencies.

Mr. Whitley asked Mrs. Fiege to review the proposed policy for council. Mrs. Fiege shared that when reviewing how best to structure the rates without increasing the charges it was decided that the rates for water and sewer be best structured by subtracting a third of the minimum bill off. The minimum would be based on 2,500 gallons of usage which would equal \$95.12. Mrs. Fiege also explained that some of the language was updated in Sec. 41-45 to be in line with how water and sewer billing was currently being operated. Language regarding trash collection was added to the section as well. It acknowledges the fact that the trash collection is billed along with the water and sewer services and is a not elective.

Mr. Whitley explained that this will need to be discussed again during a Public Hearing in the June Town Council meeting.

Councilmember Krause asked if online payments maybe be available to roll out along with the billing structure change in July.

Mrs. Nancy James, Blarney Stone Pub, asked if council would consider taking deposits for water and sewer services. Mayor Jones shared that it had been discussed but they had opted not to go that route. Mr. Whitley shared that he has not worked in a municipality that collected deposits.

Public Comment:

Mrs. Joyce Shanahan, King Street, read a letter of thanks to the town staff from Mrs. Wescott. In April, the town staff secured a bench at the Kayak Landing honoring the deceased Judge Wescott.

Mr. Alan Silverman, Parker Street, read two letters aloud which spoke against the recently adopted parking ordinances. One letter was from Mr. Silverman, the second was from Mr. and Mrs. Arvidson who are currently out of country. The primary concern addressed was that the enacted policy institutes a timeframe for allowing cars to be parked on town streets and parking lots. The new policy only allows a vehicle to be stationary on the street or in town parking lots for 48-hours before the Onancock Police Chief would take action to have the vehicle moved. Mr. Silverman argued that town residents have been using the streets in front of their homes as overflow parking for years and that this policy would negatively impact them.

Councilmember Byrd shared that in his conversations with the Police Chief, Eric Williams, the thought was that he would take these incidents on a case by case basis. The policy was not enacted to harm town residents. Councilmember Byrd stated that council should review the policy and consider a rewrite which would take these arguments into account.

Mrs. Nancy Stephan, North Street, shared that they live above the North Street Market on North Street and that the only place they have to park is on the street or the town parking lot.

Ms. Ann Nock, Market Street, asked that council keep in mind those that travel to and from Tangier and have to use the town parking lots for days at a time.

Mayor Jones shared that these arguments will be sent to the Police Chief so that he may review them and decide the next best course of action.

Planning Commission:

No meeting.

Personnel Committee:

No meeting

Waterfront Committee:

Councilmember Byrd shared that at the last Waterfront Committee meeting the Harbormaster, Mrs. Melcher, gave a detailed report on the current status of the town wharf. The report included the replacement of signage around the wharf parking lot and kayak landing. Councilmember Byrd shared that the piling at slip 8 has been replaced. The town's street crew have been working on rebuilding/repairing the electric pedestals. Harbormaster Melcher recently erected a card rack at the Harbormaster Shack. The Onancock Business Civic Association and local business owners have been

assisting with filling up the card rack with Onancock Promotional brochures. Councilmember Byrd shared that currently the wharf has a waiting listing for transient boaters for Memorial Day weekend.

Holiday Committee:

No Meeting.

Mayor's Report:

No official report. Mayor Jones did want to take a moment to express his appreciation for Mr. Whitley coming in to assist the town while it was between town managers.

Mr. Whitley shared that he enjoyed his time in Onancock, expressing his joy for having the opportunity to learn more about the Town of Onancock. Mr. Whitley thanked the town staff for all of their assistance with a special thanks to Mrs. Fiege. Mr. Whitley shared that the town staff works hard daily for the benefit of the town's residents.

Town Manager's Report:

Mr. Whitley shared that he did not have a separate report for this evening's meeting.

Mayor and Town Council Comment:

Council expressed their appreciation for Mr. Whitley's efforts in helping them bridge the gap between town managers.

Closed Session, if needed:

Councilmember Byrd made a motion to convene a Closed Meeting for the purposes of holding a discussion of the personnel, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia of 1950, as amended. Councilmember Bundick seconded the motion. The motion passed by unanimous voice vote. Council entered closed session at 8:05 PM.

Councilmember Byrd made a motion that Town Council reconvene in Open Meeting, and that a roll call vote be taken and recorded on this motion so that each member who votes in favor shall, thereby, certify compliance with all of the matters identified in Section 2.2-3712(D) of the Code of Virginia of 1950, as amended. Councilmember Krause seconded the motion.

T. Lee Byrd Yes No
John Morgan Yes Absent
Joshua Bundick Yes No

Catherine Krause Yes No
Sandra Fox Yes No
Fletcher Fosque Yes No

Town council reconvened Open Meeting at 9:00 PM.

Adjourn:

Councilmember Fox made a motion to adjourn. Councilmember Fosque seconded the motion. The motion passed by unanimous voice vote.

Council adjourned at 9:00 PM.

Russell Jones, Mayor

Lisa Fiege, Deputy Clerk

Town of Onancock
Town Council Special Meeting
May 31, 2016
1:30 PM

Call to Order:

Mayor Jones called the meeting to order at 1:37 PM and roll was called. Mayor Russell Jones and Councilmembers T. Lee Byrd, Catherine Krause, Sandra Fox and Fletcher Fosque were present. Councilmember John Morgan arrived at 1:39 PM. A majority of members were present and a quorum was established.

The Pledge of Allegiance was recited.

Public Business:

- a. Approval of Town Manager's Contract: Mayor Jones explained that the contract already has tentative council approval via emails and conversations and that the purpose of today's special meeting was to make the contract official via council vote.

Councilmember Byrd made a motion to appoint Mr. William H. Kerbin as the new town manager and approve his contract for employment with the Town of Onancock. Councilmember Fox seconded the motion. The motion passed by unanimous voice vote.

Mayor Jones shared that Mr. Kerbin is from Pocomoke, Maryland and that he has expressed a strong interest into returning to the Eastern Shore and working for the Town of Onancock. Mr. Kerbin has about 14 years of experience, from Director of Community Development to working with The Eastern Shore Agency on Aging. His employment with the town will begin July 4th, 2016.

Closed Session, if needed:

None.

Adjourn:

Councilmember Fox made a motion to adjourn. Councilmember Krause seconded the motion. The motion passed by unanimous voice vote.

The meeting adjourned at 1:45 PM.

Russell Jones, Mayor

Lisa Fiege, Deputy Clerk

SUGGESTED MOTION: Mr. Mayor, I move to amendment Sec. 21-45, Amendment to Water and Sewer Ordinance, to allow the town's water and sewer billing to occur bi-monthly.

AGENDA

TOWN COUNCIL

June 27, 2016

SUBJECT: Changing the structure of the how the town will bill water and sewer services.

RECOMMENDATION: Staff recommends approval of the proposed action.

TIMING: Current.

DISCUSSION: Currently the town bills its water and sewer customers on a quarterly basis. This amendment to Sec. 21-45 would change the structure of the utility billing in the town. The amendment allows for the bills to occur bi-monthly and allows for a reduction of the minimum usage and charges associated with the new minimum.

Staff: Lisa Fiege
Office Manager

Attachment:

Copy:

**TOWN OF ONANCOCK
PUBLIC NOTICE**

The Town Council of Onancock, VA will hold a public hearing on Monday, June 27th at 7:00 P.M. in the Town Council Chambers, 15 North Street, Onancock, Virginia, regarding the proposed amendment to Onancock Code Sec. 21-45, Amendment to Water and Sewer Ordinance.

The Town of Onancock has drafted the proposed amendment to the above referenced section to allow for the town to move from quarterly water and sewer billing to bi-monthly billing.

WATER RATES:

First 3,000 gallons \$23.48
Next 12,000 gallons \$7.60 per 1,000 gals
Over 15,000 gallons \$7.90 per 1,000 gals

SEWER RATES:

First 3,000 gallons - \$51.14
3,000-7,000 gallons of usage - \$18.01 per 1000 gallons
7,000-15,000 gallons of usage - \$17.50 per 1000 gallons
15,000 -30,000 gallons of usage - \$17.25 per 1000 gallons
30,000 -40,000 gallons of usage - \$17.00 per 1000 gallons
40,000- 90,000 gallons of usage - \$16.75 per 1000 gallons
90,000 -200,000 gallons of usage - \$16.00 per 1000 gallons
200,000 - 400,000 gallons of usage - \$15.75 per 1000 gallons
400,000 - 500,000 gallons of usage - \$15.00 per 1000 gallons
Over 500,000 gallons of usage - 14.57 per 1000 gallons

TRASH COLLECTION FEE:

\$20.00 per two months

VA DEPT OF HEALTH FEE:

\$.50 per two months

Copies of the above ordinance amendments are available for review at the Town Office located at 15 North Street, Onancock, VA 23417 during normal business hours. The public is invited to attend the hearing to comment or participate in the proceedings. Questions or comments may be directed to Lisa Fiege, Office Manager, at 757-787-3363, or email at lweeks@onancock.com, or at the work address above.

TO: Eastern Shore Post

Advertise on the following date: June 17th, 2016
Authorized by: Office Manager, Town of Onancock
Bill to: Town of Onancock, VA
15 North Street, Onancock, VA 23417

Sec. 21-45 Amendment to Water and Sewer Ordinance

1. This Ordinance shall be administrated by the Town Manager, who shall have the responsibility for superintending all of the water works and town sewage plant, including the maintenance of same.
2. The Water and Sewer Committee of the Town of Onancock shall consist of the Mayor, the Town Manager and one member of the Town Council appointed by the Mayor.

3. Water Rates:

| | |
|---|---------|
| First 3,000 gallons | \$23.48 |
| Next 12,000 gallons by 1,000 increments | \$7.60 |
| Over 15,000 gallons by 1,000 increments | \$7.90 |

4. Sewer Rates:

| | |
|--------------------------------|---------|
| First 3,000 gallons | \$51.14 |
| Next 3,000 – 7,000 gallons | \$18.01 |
| Next 7,000 – 15,000 gallons | \$17.50 |
| Next 15,000-30,000 gallons | \$17.25 |
| Next 30,000 – 40,000 gallons | \$17.00 |
| Next 40,000 – 90,000 gallons | \$16.75 |
| Next 90,000 – 200,000 gallons | \$16.00 |
| Next 200,000 – 400,000 gallons | \$15.75 |
| Next 400,000 – 500,000 gallons | \$15.00 |
| Over 500,000 gallons | \$14.57 |

In addition to the foregoing utility rates, each connection to the Town water system is hereby assessed the sum of \$.50 per billing cycle.

5. All trash collections fees are billed along with the water and sewer services. This service is not elective and will be billed at a rate of \$10.00 a month.
6. The property owner shall be considered the customer in every case and shall be billed bi-monthly. The property owner may allow a tenant to become the responsible party for the bi-monthly billing only after a Landlord/Renter Agreement has been signed by both parties and returned to the town manager’s office. Should a tenant refuse or neglect to pay the Town utility bill and it remains unpaid for a period of time in excess of thirty (30) days, the landlord shall be responsible and hereby agrees to pay the delinquent utility bill and any interest and penalty which accrued. If the Landlord refuses or neglects to pay the outstanding bill within ten (10) days of notification of Tenant’s failure to do so, then the Town shall proceed to record and enforce a lien against the real property described above without further notice to any party.

7. Water meters shall be read bi-monthly. Utility bills shall be mailed within the first seven days of the new month, and shall be delinquent thirty-one (31) days after the day the bill was printed. When bills are delinquent, the Town Manager's office shall mail a notice of pending service disconnection to the last known post office address as shown on the Town's records. Customers shall have 14 days from the date of the notice to appear before the Town Manager to present reasons why service should not be terminated on the "date of stop service." Appeal from an adverse decision by the Town Manager will be made to the Water Committee of the town by filing in writing with the Town Manager of the customer's intention to appeal at least 24 hours prior to the date of termination, in which case service shall not be terminated until after a hearing and decision by the Water Committee. The date of termination of service shall be 14 days after the mailing of said notice. No service involuntarily disconnected shall be reconnected without the payment of delinquent bills plus \$25.00 reconnection fee. Appeal from an adverse decision of the Water Committee shall be to the Circuit Court of Accomack County, which appeal shall be filed within 30 days after notice of decision is given by the town Water Committee.

SUGGESTED MOTION: Mr. Mayor, I move approve the Davis Disposal Contract effective July 1st, 2016 through June 30th, 2020.

AGENDA

TOWN COUNCIL

June 27, 2016

SUBJECT: Updated contract with Davis Disposal with the town's garbage collection needs.

RECOMMENDATION: Staff recommends approval of the proposed action.

TIMING: Immediate.

DISCUSSION: The town's current contract with Davis Disposal has expired.

Staff:

Attachment:

Copy:

CONTRACT 2016 – 1
Waste Collection and Disposal Services

CONTRACTOR NAME:

Davis Disposal
P.O. Box 128
Craddockville, Va. 23341

This contract is made on June 27, 2016, by the Town of Onancock hereafter known as the Town and P W Davis Disposal Co. Inc., hereafter known as the Contractor and provides as follows:

Contract Specifications

1. Contractor Services

The contractor hereby agrees to furnish all materials and labor to collect, transport and properly dispose of all garbage, ashes, refuse and rubbish from all dwellings and businesses located within the corporate limits of the Town of Onancock according to the limits of this contract.

2. Term of Contract

The term of this contract shall be for four years, beginning on July 1, 2016, and ending on June 30, 2020, subject to annual appropriation of funds by the Town Council.

3. Compensation

It is hereby agreed upon by both parties that the total sum due for this four year or (48) month contract shall be \$87,815 for year one (July 1, 2016 through June 30, 2017), \$90,425 for year two (July 1, 2017 through June 30, 2018), \$92,680 for year three (July 1, 2018 through June 30, 2019), and \$92,680 for year four (July 1, 2019 through June 30, 2020).

4. Certification of Stops

On or before March 1st of each calendar year of the contract, the Contractor shall notify the Town in writing concerning the number of stops to be certified for the ensuing year of the contract. (July 1st through June 30th). Any difference in the count submitted to the Town but not resolved by April 1st shall not relieve the Contractor of its obligation to continue services until a mutually agreed upon count of the number of stops has been resolved.

5. Additions to Contract Price

This is a fixed price contract, all inclusive of related charges. No changes or additions may be made for any reason except as follows:

- A. In the event any area is annexed by the Town during any contract year, the number of additional stops shall be determined by an actual count agreed to by both parties and the cost of these stops will be added to the contract.

- B. If any new residential or business units are completed and occupied during any contract year, the cost of the additional stops will be added to this contract for the first day of the month following the occupation of the units.**
- C. All materials collected by the Contractor pursuant to this agreement shall be placed at a state approved disposal site selected by the Contractor. Disposal charges shall be the responsibility of the Contractor.**
- D. If fuel prices rise above \$3.00 a gallon, the Contractor reserves the right to add a fuel surcharge, not to exceed twenty three gallons per week based on the actual amount above \$3.00 per gallon paid by the Contractor.**
- E. It is also known that the disposal facilities are not owned or controlled by the Contractor, therefore any increase in disposal fees will be passed on to the Town.**

6. Termination of Contract

Should the Contractor fail to perform the work in this contract in a manner that is satisfactory to the Town, the Town may cancel the contract after forty five days' notice being given to the Contractor. Prior to the cancellation of this agreement, the Town will attempt to meet with the Contractor to attempt to resolve issues of concern. Before the contract is canceled, the Town will send a letter to the Contractor outlining areas of concern and detailing steps to be taken by the Town if remedial action is not taken by the Contractor.

7. Collection Schedule

Collections shall be made once each week on such regular days to be determined by the two parties at the time of the contract award. All containers need to be in place for pickup by 7Am on collection day. For the convenience of town residents, the time of day for collection should remain consistent. Davis Disposal picks up on all holidays, WITH THE EXEPTION OF THANKSGIVING AND CHRISTMAS. During times of in climate weather Davis Disposal will notify the Town as needed to alter its regular pickup schedule. Where holidays fall on regular collection days, the Contractor shall notify the Town of rescheduled collections at least three weeks in advance of the holiday in order that the Town can notify the residents of the change in schedule. Failure to notify the Town as specified shall result in the Contractor being responsible for adequate notification to the residents as determined by the Town Manager.

8. Time of Collection

Collections shall be made by the Contractor between the hours of 7 A.M. and 5 P.M. There shall be no Sunday collections. All containers need be in place for pickup by 7 AM on day of collection.

9. Quantity and Quality of Collection

Contractor will collect 120 gallons per location and will provide 1-95 gallon container for each location it services. This container will remain the property of Davis Disposal and

will remain at the location if and when the property is vacated. The Contractor shall replace containers on the back edge of the sidewalk or curb (when feasible), for residents in an upright position with covers placed in the closed position. The Contractor shall exercise care to prevent damage to containers and may be held responsible for damaged containers caused by abuse by employees of the Contractor. Determination concerning damaged containers shall be made by the Town Manager after consultation with the Contractor.

10. Equipment

Motive equipment shall consist of a minimum of one 18 cubic yard truck with at least one back up vehicle available at all times. All trucks shall be specifically designed and manufactured for refuse collection. The body of the vehicle shall be a tight covered unit to prevent any spillage. Each truck shall be equipped with a packer unit. The Contractor shall collect all scattered refuse resulting from the collection operation. All equipment and maintenance thereof shall be specifically approved by the Town Manager and all equipment and use of the equipment by the Contractor shall comply with applicable Federal, State and local laws and regulations in addition to meeting the specification of this agreement.

11. Performance

All equipment shall be kept in a clean, well- maintained condition throughout the term of the contract. Pickup equipment shall be well maintained and free of leaking motor oil, grease, fuel, hydraulic fluid, garbage liquid or any other undesirable liquid. Any spills shall be cleaned up immediately by the Contractor. All Contractor vehicles shall be disinfected and periodically steam cleaned, as necessary, or as directed by the Town Manager, to remove residue and odor. All Contractor employees shall be courteous to the public and shall not use inappropriate language while operating in the town. All Contractor employees shall always operate vehicles in a safe and lawful manner while executing the terms of this contract.

12. Tax Exemption

The Town of Onancock is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and Transportation fees.

13. Contractor`s Insurances

The Contractor shall have, and maintain during the life of this contract, Workman`s Compensation Insurance for all of its employees and all employees of any subcontractor(s) who may work under this contract; such public liability and property damage insurance as shall protect it from claims which may arise from operations under this contract, for bodily injury as well as for property damage, whether such

operations are by the Contractor or by the subcontractor, or by anyone directly employed by them, as well as automobile liability insurance.

Limits of General Liability Insurance shall be at least in the following amounts:

Bodily Injury Liability:

\$1,000,000 each occurrence

\$1,000,000 annual aggregate

Property Damage Liability:

\$1,000,000 each occurrence

\$1,000,000 annual aggregate

Limits of Automobile Public Liability Insurance shall be at least the following Amounts:

Bodily Injury:

\$1,000,000 per accident

Property Damage:

\$500,000 per accident

The Contractor shall furnish the Town with a Certificate of Insurance including proof of workman`s compensation insurance each year showing it to be in effect, issued by its agent, before proceeding with the work. The Town must be named as an additional insured in this policy.

14. Hold Harmless

The Contractor covenants and agrees to at all times to indemnify and hold harmless the Town, its officers, and agents against all such injuries, damages, claims, and compensation arising or resulting from the acts of omission or commission of P W Davis Disposal Co. Inc. ,its officers, agents and/or employees. In the carrying out of the work provided for herein, all proper skill and care shall be exercised and all due and proper precautions used to prevent injury to any property or person and on notice given by the Town, defend at its own expense, any action or suit brought against the Town because of any work or acts by P W Davis Disposal Co. Inc. under the terms of this contract. P W Davis Disposal Co Inc. shall pay any judgment which may be obtained against the Town by reason of any work or acts by the company, its officers, agents or employees and will pay all damages occurring to any person or property, public or private, resulting from any fault or negligence on its part or on the part of its officers, agents or employees.

15 Governing Law

This contract is governed by the laws of the Commonwealth of Virginia.

16 Entire Agreement

This contract constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended except by subsequent written agreement executed by the parties.

17. Signatures

Parties signing this contract agree that they are fully authorized and empowered to sign the same and that all legal requirements have been satisfied according to this agreement.

Davis Disposal L.L.C.

Town of Onancock

Accepted By: _____

Authorized By: _____

Title _____

Title _____

Date _____

Date _____

Witness _____

Witness _____

SUGGESTED MOTION: Mr. Mayor, I move appoint the In-Coming Town Manager, William Kerbin, Jr., as the Onancock Zoning Administrator effective July 18th, 2016.

AGENDA

TOWN COUNCIL

June 27, 2016

SUBJECT: The town's Zoning Administrator needs to be appointed as such via Town Council.

RECOMMENDATION: Staff recommends approval of the proposed action.

TIMING: Timely.

DISCUSSION:

Staff:

Attachment:

Copy:

SUGGESTED MOTION: Mr. Mayor, I move appoint the In-Coming Town Manager, William Kerbin, Jr., as the Onancock Town Treasurer effective July 18th, 2016.

AGENDA

TOWN COUNCIL

June 27, 2016

SUBJECT: The Onancock Town Treasurer needs to be appointed as such via Town Council.

RECOMMENDATION: Staff recommends approval of the proposed action.

TIMING: Timely.

DISCUSSION:

Staff:

Attachment:

Copy:

A REPORT ON THE NEEDED MAINTENANCE OF OUR TOWN HALL

June 12, 2016

Mr. Mayor and Members of the Town Council,

Last winter the removal of the overgrown shrubs in front of the Town Hall revealed trim work and signage in greater disrepair than anyone had previously noticed.

It is obvious that maintenance must be done before more original detail is lost and that knowledgeable guidance is needed to ensure that the period style of the building is preserved. The installation of new plantings was delayed while the advice of an architectural expert was sought as to the best course to take regarding maintenance and preservation.

On June 6th, Mr. Paul Touart, a highly regarded Architectural Historian from Maryland's Eastern Shore, graciously agreed to come to Onancock to do a complimentary assessment of the facade of our Town Hall and provide some "off-the-cuff" suggestions for its maintenance. He did this with no expectation of further employment, but as a gesture of regard for the historic buildings of our town.

Mr. Touart strongly suggested that the town not rush to replace the plantings at this time. He stressed that "As far as Town Offices on the VA/MD Eastern Shore go, Onancock has a quite nice one ...nicer than most," and the building is definitely worthy of the planning, effort, care and expenditure necessary to maintain it.

After my meeting with Mr. Touart, I met with the Tree Board who have been charged with designing and overseeing the planting of the Town Hall beds. They are coming under some pressure to get the beds replanted immediately. Planted beds will not only hamper the access needed to perform the paint scraping, brick cleaning and wood repair, but will likely be damaged during the work.

It is suggested that the town postpone the planting of the empty beds. Temporary plant material can be provided by pots of plants. A few evergreen shrubs may be planted at the far corners of the building where they will not be an impediment to the work.

During this stage a sign should be erected asking townsfolk to "Excuse our Dust" (or similar wording to that effect) while the Historic Town Hall receives some much needed maintenance. This would buy the time needed to thoroughly plan and execute whatever level of maintenance and improvement the Town Council and Town Manager deem necessary and affordable. Several citizens have expressed an interest in augmenting the funds needed to do this work. The sign, which could also include a history of the building and artwork of the finished project, may well increase that interest and financial participation.

What follows are the notes taken during Mr. Touart's visit.

CURSORY ASSESSMENT:

- The building is in the Colonial Revival Style which was one of the styles typical to municipal buildings constructed in the 1930's.

- The moldings and fluted pilasters on the Council Chambers and Town Office doors are original to the building.
- Paint is peeling from much of the original woodwork and many areas are beginning to rot.
- Replacement doors have been installed without regard to the scale or period of the building. Recent work around the police station door has resulted in original pilasters being removed and replaced with unadorned, unpainted Azek.
- Signage is mismatched, deteriorating, and incompatible with the period.
- The remaining light brackets appear to be original and are appropriate to the Colonial Revival Style. All three are missing their globes and two seem to have been turned upside-down to accommodate the wooden sign over the garage doors. The third appears to have been "married" to a replacement light housing in the gothic style.
- The white trim is appropriate to the period and building.
- **The two most glaring elements detracting from the appearance of the building are the entire door area on the Police Department and the wooden sign over the Arched Garage Doors.**

GENERAL GUIDELINES UNDER WHICH TO PROCEED:

- Employ a carpenter who understands old woodwork and is proficient in working in that milieu.
- All painted woodwork needs to be taken down to bare wood in order for the proper and long-lasting adhesion of new paint.
- Rotting areas around base of doors may be repaired with Azek or salt treated wood.
- Only replace trim, fluted pilasters and moldings when needed and replace with like in appearance.

INITIAL STAGE:

- Take down the deteriorating sign, which was installed over the garage doors in the early 1980's, and clean the brick of any paint and caulk. (Touart: "It is a maintenance headache and is inappropriate for the period of the building"). The bottom edges of the sign interfere with the original position of the light fixtures which is why they have been turned upside-down.
- Endeavor to locate new globes for the light brackets which are correct for the period and style of the building. Failing that, replace the light fixtures with period appropriate fixtures.
- Remove the #15, the Council Chambers, Town Office and Police Station signs from above the doors.
- Write "Council Chambers" in script on the flat panel above the door that presently displays the #15.
- Put a sign that says "Town Office" with the Hours of Operation to the left of the office door. (Rather than taped paper signs in the window and on the door.)
- Put a "Police Department" sign to the left of the police door.
- Erect a new sign on, or in front of, the large blank wall to the right of the Police door with information deemed appropriate and necessary by the Town Council.

The sign could include a town insignia/coat-of-arms (if one exists), *TOWN of ONANCOCK / Chartered in 1680 / 15 North Street...* Further content could include: *Constructed in 1936 as the Fire Department, Town Office and Community Hall. The Volunteer Fire Department was moved to its new building on Pine Street in 1980.* Garamond Font is suggested.

- Scrape the white paint off of the interior of the window panes above the Town Office door.
- Scrape the white paint off of the interior of police office window and replace with black paint to accentuate the window muntins and make it more uniform in appearance to the other windows.
- Replace the paper which has been taped inside the side windows of the police door with paint the same color as the doors to minimize their non-uniform, non-period appearance.

LANDSCAPING:

- Leave street lights where they are for now as moving them will be expensive.
- Hardscape the area around the water-main boxes and place a bench there. Endeavor to get sponsorship for the bench, or make it a tribute to the Volunteer Fire Department.
- Flank the bench and plant the other beds with low and slow-growing evergreen shrubs appropriate to a municipal building and that require a minimum of maintenance.
- Plantings in front of the garage doors are fine, as long as they will remain low and require little maintenance. Ensure that the area in front of the garage doors is graded to direct water away from the building.

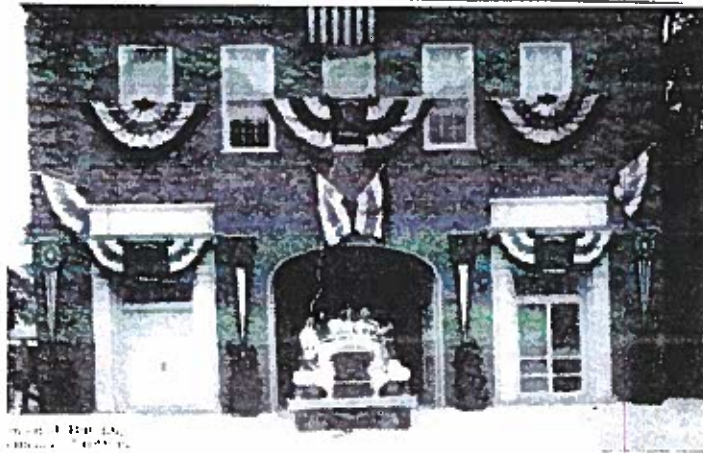
IN THE FUTURE :

- An idea possibly worth considering would be to paint all three door and side-light (window) areas in a deeper color (perhaps dark black/green) which should serve to minimize their non-period appearance. It is advised to do a photo mock-up of the color scheme followed by executing it on a single door, before doing all three doors.
- Eventually, as funds allow, replace the entry door side-lights (windows) to the police department with ones that encompass the entire width of the area.
- Eventually, as funds allow, replace the pilasters and crown moldings around the police door with those that reflect the style of the other doors.
- Eventually, as funds allow, investigate the feasibility and cost of adding a light fixture to either side of the police doors.

Needless to say, this is a great deal of valuable information containing some very good suggestions from Paul Touart. It is not a formal "Scope of Work" plan. Please keep that in mind.

Respectfully submitted,
Janet Fosque

1930's



The North Street fire hall/community center | when it opened in 1936.

1980's

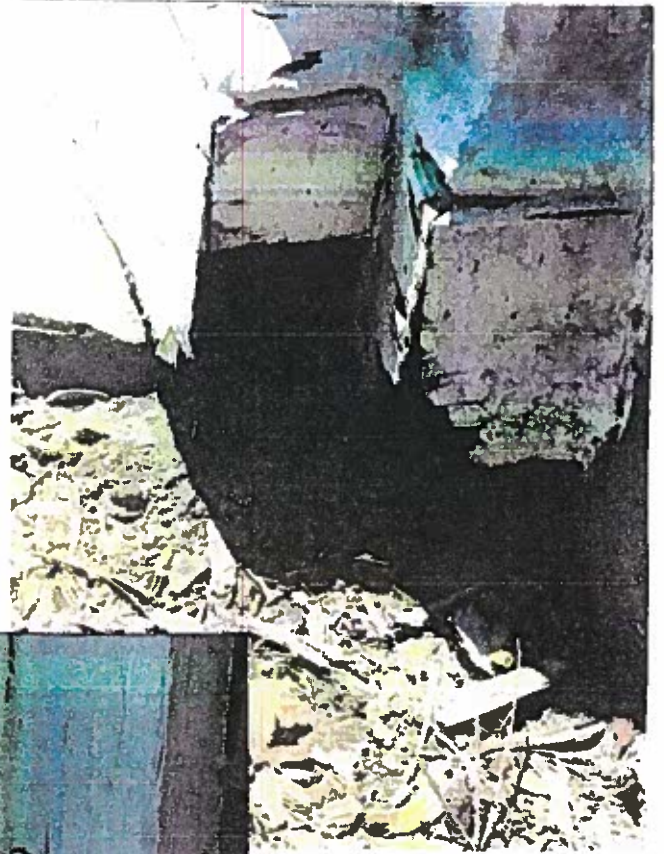


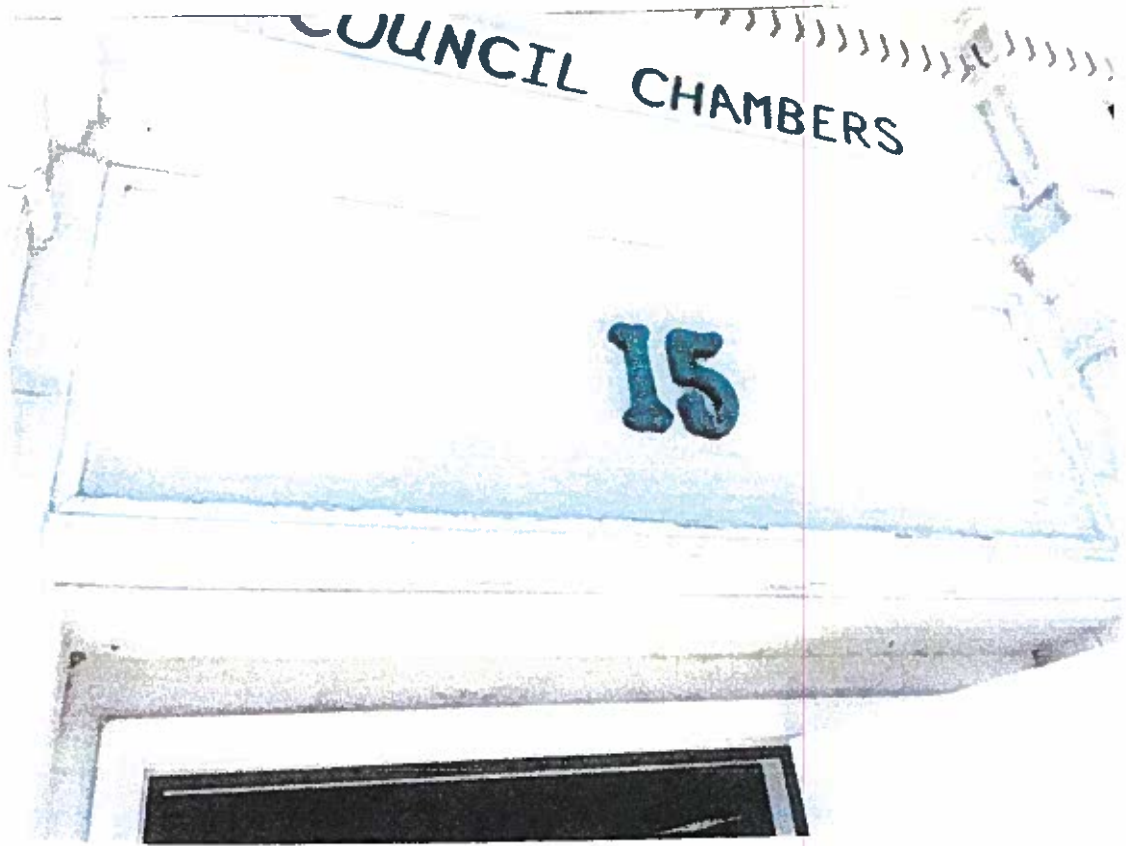
2015



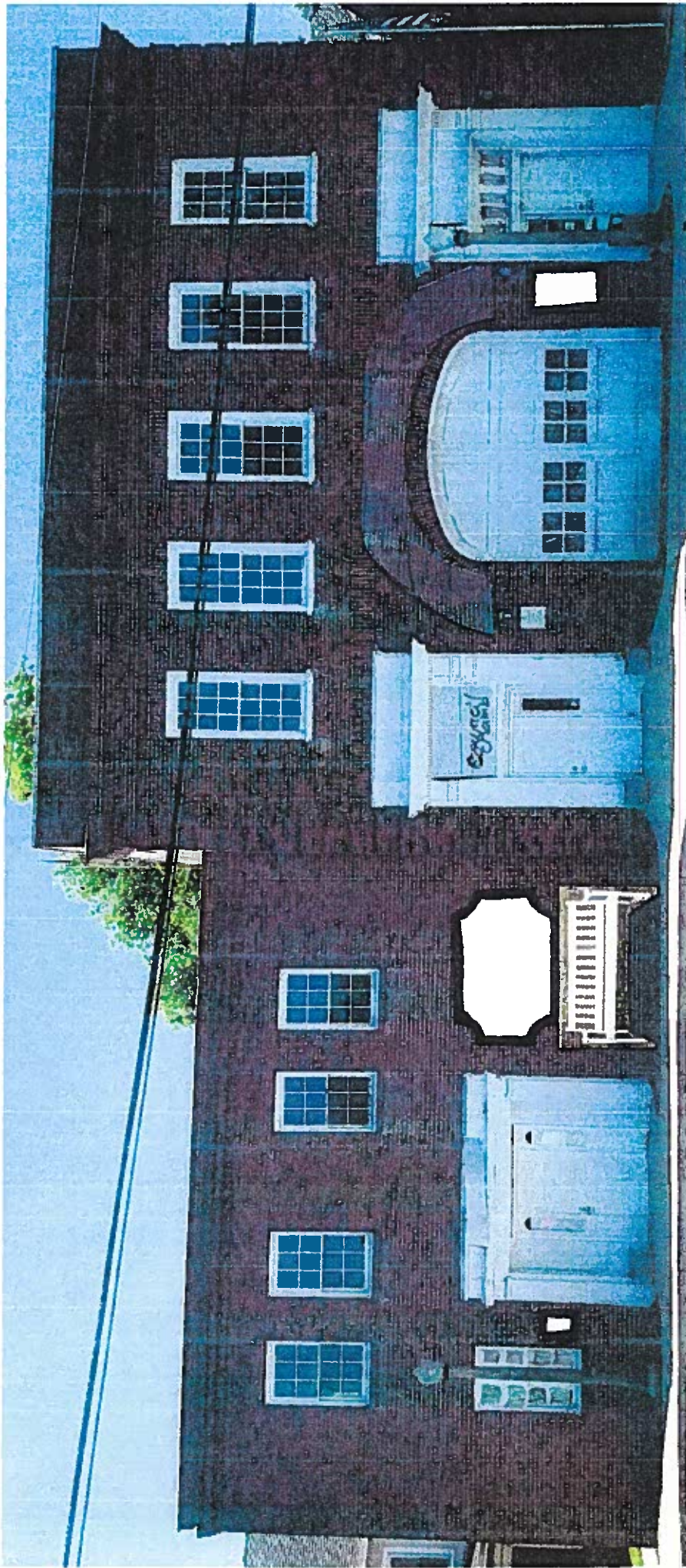
A SOURCE OF PRIDE?







PROPOSED PLACEMENT OF NEW SIGNAGE AND BENCH



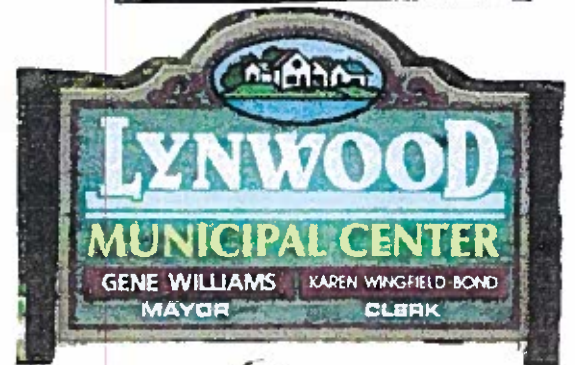
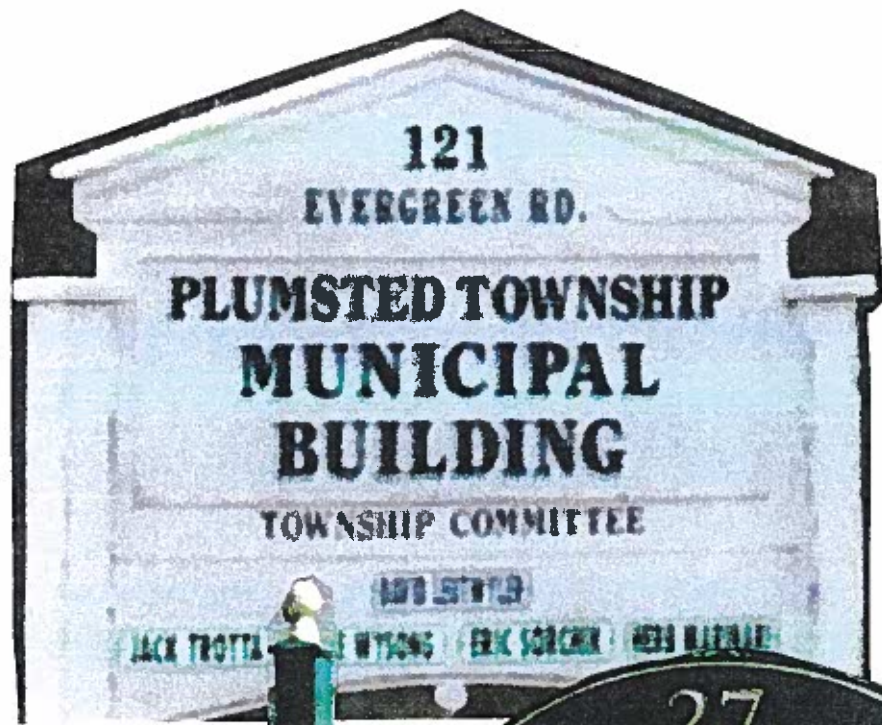
**POLICE
DEPT.**

TOWN of ONANCOCK
Chartered in 1680

15 North Street

Constructed in 1936 using WPA Funds.
Served as The Fire Department, Town Office and Community Hall.
The Volunteer Fire Department was moved to its new building
on Pine Street in 1980.

**TOWN
OFFICE**
Hours:
8:30-4:30
Mon-Fri



EXAMPLES FROM OTHER TOWNS

ONANCOCK POLICE DEPARTMENT

Summary of Police Activities for May 2016

Events initiated:

| | |
|--------|-------|
| May- | 1,328 |
| April- | 1,306 |
| March- | 992 |

Traffic Enforcement:

| | |
|-----------------------------|----|
| Number of Summon(s) issued- | 67 |
| Number of Warning(s)- | 5 |

| | |
|--|-------|
| Business / Citizen- (Complaints, assist, checks, and special patrols) | 1,067 |
|--|-------|

Court:

| | |
|---------------------------|------------|
| Number of times attended- | Once |
| Amount of fines- | \$1,235.00 |

Criminal Cases:

| <u>Reportable Offenses:</u> | <u># of</u> |
|-----------------------------|-------------|
| Capias- | 1 |
| Assault- | 2 |
| Breaking & Entering- | 1 |
| Disorderly Conduct- | 2 |
| Larceny- | 1 |
| Trespassing- | 4 |
| Motor Vehicle Theft- | 1 |

Rights & Responsibilities:

The Rights of Requesters and the Responsibilities of [the Department] under the Virginia Freedom of Information Act

The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

- A public record is any writing or recording -- regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format -- that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

Your FOIA Rights

- You have the right to request to inspect or receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance.
- If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.

Making a Request for records from [the Department]

- You may request records by U.S. Mail, fax, e-mail, in person, or over the phone. FOIA does not require that your request be in writing, nor do you need to specifically state that you are requesting records under FOIA.

- From a practical perspective, it may be helpful to both you and the person receiving your request to put your request in writing. This allows you to create a record of your request. It also gives us a clear statement of what records you are requesting, so that there is no misunderstanding over a verbal request. However, we cannot refuse to respond to your FOIA request if you elect to not put it in writing.
- Your request must identify the records you are seeking with "reasonable specificity." This is a common-sense standard. It does not refer to or limit the volume or number of records that you are requesting; instead, it requires that you be specific enough so that we can identify and locate the records that you are seeking.
- Your request must ask for existing records or documents. FOIA gives you a right to inspect or copy **records**; it does not apply to a situation where you are asking general questions about the work of [the Department], nor does it require [the Department] to create a record that does not exist.
- You may choose to receive electronic records in any format used by [the Department] in the regular course of business.
 - For example, if you are requesting records maintained in an Excel database, you may elect to receive those records electronically, via e-mail or on a computer disk, or to receive a printed copy of those records
- If we have questions about your request, please cooperate with staff's efforts to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

To request records from [the Department], you may direct your request to [FOIA Officer]. She can be reached at [Contact information: name, address, phone, fax, e-mail]. You may also contact her with questions you have concerning requesting records from [the Department]. In addition, the Freedom of Information Advisory Council is available to answer any questions you may have about FOIA. The Council may be contacted by e-mail at foiacouncil@dls.virginia.gov, or by phone at (804) 225-3056 or [toll free] 1-866-448-4100.

[The Department's] Responsibilities in Responding to Your Request

- [The Department] must respond to your request within five working days of receiving it. "Day One" is considered the day after your request is received. The five-day period does not include weekends or holidays.

- The reason behind your request for public records from [the Department] is irrelevant, and you do not have to state why you want the records before we respond to your request. FOIA does, however, allow [the Department] to require you to provide your name and legal address.
- FOIA requires that [the Department] make one of the following responses to your request within the five-day time period:
 - 1) We provide you with the records that you have requested in their entirety.
 - 2) We withhold all of the records that you have requested, because all of the records are subject to a specific statutory exemption. If all of the records are being withheld, we must send you a response in writing. That writing must identify the volume and subject matter of the records being withheld, and state the specific section of the Code of Virginia that allows us to withhold the records.
 - 3) We provide some of the records that you have requested, but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, we may redact the portion of the record that may be withheld, and must provide you with the remainder of the record. We must provide you with a written response stating the specific section of the Code of Virginia that allows portions of the requested records to be withheld.
 - 4) We inform you in writing that the requested records cannot be found or do not exist (we do not have the records you want). However, if we know that another public body has the requested records, we must include contact information for the other public body in our response to you.
 - 5) If it is practically impossible for [the Department] to respond to your request within the five-day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us seven additional working days to respond to your request, giving us a total of 12 working days to respond to your request.
- If you make a request for a very large number of records, and we feel that we cannot provide the records to you within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to your request. However, FOIA requires that we make a reasonable effort to reach an agreement with you concerning the production of the records before we go to court to ask for more time.

Costs

- A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia.
- You may have to pay for the records that you request from [the Department]. FOIA allows us to charge for the actual costs of responding to FOIA requests. This would include items like staff time spent searching for the requested records, copying costs, or any other costs directly related to supplying the requested records. It cannot include general overhead costs.
- If we estimate that it will cost more than \$200 to respond to your request, we may require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request. The five days that we have to respond to your request does not include the time between when we ask for a deposit and when you respond.
- You may request that we estimate in advance the charges for supplying the records that you have requested. This will allow you to know about any costs upfront, or give you the opportunity to modify your request in an attempt to lower the estimated costs.
- If you owe us money from a previous FOIA request that has remained unpaid for more than 30 days, [the Department] may require payment of the past-due bill before it will respond to your new FOIA request.

Types of records

The following is a general description of the types of records held by [the Department]:

- Personnel records concerning employees and officials of [the Department]
- Records of contracts which [the Department] has entered into
- [Fill in additional entries as appropriate for your agency or locality.]

If you are unsure whether [the Department] has the record(s) you seek, please contact [FOIA Officer] directly at [Contact information: name, address, phone, fax, e-mail].

Commonly used exemptions

The Code of Virginia allows any public body to withhold certain records from public disclosure. [The Department] commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1 (1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1 (2)) or attorney work product (§ 2.2-3705.1 (3))
- Vendor proprietary information (§ 2.2-3705.1 (6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1 (12))
- [Fill in additional entries as appropriate for your agency.]

Policy regarding the use of exemptions

State any written policy your agency may have regarding when statutory exemptions will be invoked to withhold records. For example:

- The general policy of [the Department] is to invoke the personnel records exemption in those instances where it applies in order to protect the privacy of employees and officials of [the Department].
- The general policy of [the Department] is to invoke the contract negotiations exemption whenever it applies in order to protect [the Department's] bargaining position and negotiating strategy.
- [Fill in additional entries as appropriate for your agency.]