

**Town of Onancock  
Town Council Meeting  
April 22, 2019  
7:00 p.m.**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Consideration and Approval of the Meeting Minutes from the March 20, 2019 Budget Workshop Meeting and the Meeting Minutes from the March 25, 2019 Regular Town Council Meeting.
4. Public Business
  - a. Public Hearing: Proposed Budget for FY 2019-2020
  - b. Discussion and Approval of Attached vs Detached Ordinance– Town Manager William Kerbin
  - c. Discussion on the Establishment of an Ad Hoc Committee for Police Adoption– Town Manager William Kerbin
  - d. Discussion and Approval of the Adoption of Long-Term Care Insurance – Town Manager William Kerbin
  - e. Discussion on the Historic Onancock School’s Utility Bill – Town Manager William Kerbin
  - f. Discussion and Approval of the Adoption of Utilizing a Consent Agenda – Town Manager William Kerbin
5. Public Comment
6. Planning Commission Report – Councilmember Robert Bloxom
7. Waterfront Committee Report – Councilmember Robert Bloxom
8. Personnel Committee Report – Councilmember Catherine Krause
9. Mayor’s Report – Mayor Fletcher Fosque
10. Town Manager’s Report – William Kerbin
11. Council Comments
12. Closed Session- if needed
13. Adjourn

Town of Onancock  
Town Council Budget Workshop Meeting  
March 20, 2019  
6:30 p.m.

Call to Order and Roll Call:

Mayor Fosque called the meeting to order at 6:31 p.m. and roll was called. Mayor Fletcher Fosque and Councilmembers Robert Bloxom, Joy Marino, Catherine Krause, Ray Burger and Maphis Oswald were present. Councilmember Joshua Bundick was absent. A majority of members were present, and a quorum was established.

Public Business:

- a. Budget Discussion: Mayor Fosque began with the water and sewer rate discussion.

Councilmember Bloxom explained that due to the loan requirements set forth by the USDA-Rural Development, plant operations must be self-sustaining. The revenues need to cover the expenditures. Councilmember Oswald suggested that capital improvement projects may not need to come from the proprietary fund.

Council discussion followed. Several council members shared that they believed that the loan document requirements also extend to capital improvements projects. Debate on the water and sewer rates followed. The final consensus was to increase the utility rates by 4% in fiscal year 2020.

Councilmember Bloxom suggested that they put the trash rate reduction fee back on the table for discussion, stating that the general fund can afford this reduction in revenue and it would be a significant reduction to the utility bills even with the 4% increase on the water and sewer.

Councilmember Oswald asked about Town Manager Kerbin's contract; specifically, what did the town approve regarding increases for him. Councilmember Oswald suggested that council review the contract to determine whether he is eligible for salary increases like the rest of the employees. Councilmember Bloxom stated that this item should be discussed further during Mr. Kerbin's contract renewal process; although, council should still budget for an increase in case that is what is decided on at that time.

Council also discussed the possibility of moving some of the Public Works Directors salary and benefits out of the proprietary fund and into the general fund since he now oversees general fund activities as well.

Adjourn:

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

The meeting adjourned at 7:33 p.m.

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Fletcher Fosque, Mayor

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Lisa Fiege, Deputy Clerk

Town of Onancock  
Town Council Meeting  
March 25, 2019  
7:00 p.m.

Call to Order and Roll Call:

Mayor Fosque called the meeting to order and roll was called. Mayor Fletcher Fosque and Councilmembers Robert Bloxom, Joy Marino, Ray Burger, Maphis Oswald and Joshua Bundick were present. Councilmember Catherine Krause was absent. A majority of members were present, and a quorum was established.

The Pledge of Allegiance was recited.

Consideration and Approval of the Meeting Minutes from the February 25, 2019 Regular Town Council Meeting and the Meeting Minutes from the March 11, 2019 Budget Workshop Meeting:

Mayor Fosque asked if there were any edits, changes or corrections to the meeting minutes as submitted.

*With none, Councilmember Bloxom made a motion to approve the meeting minutes as submitted. Councilmember Bundick seconded the motion. The motion passed by unanimous voice vote.*

Public Business:

- a. Update on the Eastern Shore of Virginia Tourism Commission – Mr. Robie Marsh, Executive Director: Mr. Marsh thanked Onancock for their continued support of the Tourism Commission. Mr. Marsh shared the process of the Tourism Commission’s current restructuring with council along with the commission’s top-ten goals.

Council and public comment followed.

- b. Update on the Home and Garden Tour – Ms. Lisa Tankard and Ms. Jenny Barker: Ms. Barker and Ms. Tankard thanked the town for being so accommodating to them for the upcoming Home and Garden Tour. Ms. Barker shared that the tour will be on Saturday, May 4, 2019 from 9:30 a.m. to 5:00 p.m. They reviewed other preparations that were underway along with their social media outreach efforts. Ms. Barker suggested that town encourage its local businesses to share and tag the Home and Garden Tour in their social media efforts as well as encourage them to have events and specials that will keep the Home and Garden Tour participants in town for the weekend.

Mr. Robie Marsh suggested that the town add a special page to its website so that the town can highlight those events and specials. A one-stop shop, so to speak, for what is going on in town that weekend.

Council discussion followed.

Public Comment:

Mr. Adam James, Fire Chief for the Onancock Volunteer Fire Department (OVFD): Mr. James and Mr. Justin Bizzotto were present to give council an update on the fire department. Mr. James shared that the first full year without the Onley Volunteer Fire Department has concluded, OVFD saw a huge

increase to their calls, completing 1070 EMS calls, 264 engine runs, making them the 2<sup>nd</sup> busiest department in Accomack County. Mr. James also stressed that they are currently in need of volunteers. Mr. James also shared some changes in vehicles as well as some upcoming fundraising events. A golf tournament on July 5<sup>th</sup> and the Croaker Classic on August 10<sup>th</sup>.

Planning Commission:

Councilmember Bloxom shared that the number one priority of the planning commission is the comprehensive plan revision. The commission hopes to have a proposal to council by September.

Waterfront Committee:

Councilmember Bloxom reviewed the status of the construction projects at the marina. Councilmember Bloxom shared that in the upcoming April meeting they will be discussing the 2019 boating season rates.

Personnel Committee:

No report.

Mayor's Report:

Mayor Fosque shared that he and Councilmember Oswald attended a clean up day at the Samuel D. Outlaw Building, which was in preparation for the upcoming Home and Garden Tour.

Town Manager's Report:

Mr. Kerbin reviewed the following items with council:

- The budget public hearing will be scheduled for the April council meeting, April 22<sup>nd</sup>. Council will vote on the budget at the May meeting.
- The town hired a new Harbormaster, Craig Tanner. Mr. Kerbin suggested that council stop by the marina and welcome Mr. Tanner.
- Mr. Kerbin reminded council that a Freedom of Information Act training will be held Tuesday, March 26<sup>th</sup>, 2019 in the Council Chambers.
- Mr. Kerbin thanked Mayor Fosque and Councilmember Oswald for attending the Samuel D. Outlaw Building clean-up efforts. Mr. Kerbin also thanked Councilmember Marino and Ms. Nancy James for their hard work in putting the St. Patrick's Parade and Celtic Festival together this year.
- Mr. Kerbin also thanked Mr. James for assisting the Samuel D. Outlaw Building with their chimney inspection.

Council Comments:

They were none.

Closed Session – if needed:

None was needed.

Adjourn:

*Councilmember Bloxom made a motion to adjourn. Councilmember Burger seconded the motion. The motion passed by unanimous voice vote.*

The meeting adjourned at 8:06 p.m.

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Fletcher Fosque, Mayor

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Lisa Fiege, Deputy Clerk

The background of the page is a photograph of a coastal town, likely Onancock, Virginia. The image shows a white building with a porch, surrounded by trees and a body of water. A large, thick black L-shaped graphic is overlaid on the image, framing the text. The text is centered and reads:

# **TOWN OF ONANCOCK**

**FY2019-2020**

**Budget Public Hearing Presentation**

**April 22, 2019**

**Prepared by: Lisa Fiege, Office Manager**

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# General Fund Budget FY2019-2020

## Notables

- The proposed budget is balanced using current revenue sources. There are no tax rate or fee increases.
- This proposal recommends the reduction of the monthly trash collection fee, from \$10.00 a month to \$4.00 a month.
- Accomack County's assessed property values are the same as the previous fiscal year.
- The budget contains a 3% cost of living increase for employees.
- No General Fund transfer to the Water and Sewer fund was required to balance this proposed budget.



# General Fund Budget FY 2019-2020

## Proposed Revenue Items

- General Fund revenues has decreased 9%.
- Grant revenue for the marina has significantly decreased since the larger projects have already been completed. The only repair expected for fiscal year 2020 is to the ramp.
- The decrease is also seen in the following items: the trash collection fee (57%); cellular tax; and, business license fee.

# General Fund Budget FY 2019-2020

## Proposed Expenditure Items

- Expenditures in the General Fund have decreased 11%. The largest decrease is seen in the marina expenditures for capital improvement projects.
- Some of the proposed major expenditure items are as follows: 3% cost of living increase; purchase a new police vehicle (\$32,000, \$15,000 carry forward from FY 2018-2019); street maintenance repairs (\$30,100); partial funding for a replacement chipper (\$10,000); and, an increase to Main Street to assist them the hiring of an Events Coordinator (\$10,000).
- The fire department contribution has been increased by \$2,500.

# Water & Sewer Budget FY 2019-2020 Proposed Revenues and Expenditures

- The Town budget is balanced with the expectation of a 4% increase to both the Water and Sewer rates.
- Projected Water and Sewer revenues are down 4% despite the proposed rate increase.
- Water expenditures are down 2% and Sewer expenditures are down 5%.
- Due to the decrease in the expected Water and Sewer revenue large maintenance and capital improvement projects have been deferred in this proposal.
- No General Fund transfer is needed to balance the Water and Sewer budget.



# NEXT STEP

- Adopt the budget at the May meeting.

The full budget is attached.

**GENERAL FUND REVENUE**

| DESCRIPTION                | Actual Rev<br>FY2017  | Actual FY 2018        | Budget FY19           | YTD 3/31/19           | % YTD      | Account #   | Proposed Budget<br>FY 20 | % Difference 2019 to 2020 |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------|-------------|--------------------------|---------------------------|
| REAL PROPERTY-CURRENT      | \$283,650.11          | \$382,999.68          | \$356,206.15          | \$327,169.08          | 92%        | 103110.1010 | \$343,330.00             | -4%                       |
| REAL PROPERTY DEL.         | \$16,848.52           | \$11,752.01           | \$10,000.00           | \$35,305.61           | 353%       | 103110.1020 | \$27,000.00              | 170%                      |
| PUBLIC SERVICE -REALTY     | \$14,447.00           | \$17,270.39           | \$17,000.00           | \$17,287.54           | 102%       | 103110.2010 | \$17,300.00              | 2%                        |
| PERSONAL PROPERTY-CURRENT  | \$176,707.50          | \$183,970.36          | \$164,000.00          | \$161,706.80          | 99%        | 103110.3010 | \$164,000.00             | 0%                        |
| PERSONAL PROPERTY -DEL.    | \$2,773.02            | \$394.31              | \$5,000.00            | \$13,458.87           | 269%       | 103110.3020 | \$10,000.00              | 100%                      |
| PUBLIC SERVICE - PERS PROP | \$890.72              | \$747.40              | \$850.00              | \$663.16              | 78%        | 103110.3030 | \$700.00                 | -18%                      |
| PENALTIES                  | \$33,361.11           | \$7,553.78            | \$15,000.00           | \$11,757.24           | 78%        | 103110.6010 | \$15,000.00              | 0%                        |
| LOCAL SALES TAX            | \$68,381.30           | \$72,842.82           | \$76,600.00           | \$59,583.18           | 78%        | 103120.0100 | \$80,500.00              | 5%                        |
| UTILITY TAX                | \$53,160.24           | \$55,962.64           | \$52,700.00           | \$42,074.30           | 80%        | 103120.0200 | \$55,000.00              | 4%                        |
| BUSINESS LICENSE TAX       | \$30,846.64           | \$31,638.09           | \$38,000.00           | \$23,222.49           | 61%        | 103120.0300 | \$32,000.00              | -16%                      |
| MOTOR VEHICLE LICENSES     | \$16,079.00           | \$16,513.16           | \$16,000.00           | \$5,775.00            | 36%        | 103120.0500 | \$16,000.00              | 0%                        |
| BANK STOCK TAXES           | \$31,879.00           | \$35,787.00           | \$35,000.00           | \$0.00                | 0%         | 103120.0600 | \$35,000.00              | 0%                        |
| CELLULAR TAX               | \$92,944.11           | \$90,582.85           | \$92,500.00           | \$63,864.59           | 69%        | 103120.0700 | \$87,000.00              | -6%                       |
| TRANSIENT OCCUPANCY TAX    | \$12,430.63           | \$15,607.17           | \$18,875.00           | \$22,644.43           | 120%       | 103120.1000 | \$24,400.00              | 29%                       |
| MEALS TAX                  | \$115,246.70          | \$155,303.67          | \$160,000.00          | \$123,978.89          | 77%        | 103130.3100 | \$169,000.00             | 6%                        |
| TRASH COLLECTION FEE       | \$72,048.53           | \$74,710.00           | \$74,000.00           | \$55,623.50           | 75%        | 103160.0804 | \$32,000.00              | -57%                      |
| BUILDING/ZONING PERMITS    | \$600.00              | \$950.00              | \$300.00              | \$275.00              | 92%        | 103130.3080 | \$400.00                 | 33%                       |
| TRAFFIC FINES              | \$15,162.42           | \$16,217.90           | \$10,000.00           | \$8,902.58            | 89%        | 103140.1010 | \$13,000.00              | 30%                       |
| INTEREST ON CERT & ACCTS   | \$149.19              | \$3,480.11            | \$250.00              | \$484.62              | 194%       | 103150.1030 | \$700.00                 | 180%                      |
| RENTAL OF PROPERTY         | \$1,040.00            | \$385.00              | \$600.00              | \$125.00              | 21%        | 103150.2010 | \$12,500.00              | 1983%                     |
| GRASS CUTTING              | \$460.00              | \$337.50              | \$300.00              | \$0.00                | 0%         | 103160.0803 | \$400.00                 | 33%                       |
| BOAT DOCKAGE FEES -MONTHLY | \$1,100.00            | \$250.00              | \$625.00              | \$0.00                | 0%         | 103160.1305 | \$625.00                 | 0%                        |
| BOAT DOCKAGE FEES -TRANS   | \$50,425.81           | \$54,316.57           | \$72,960.00           | \$34,692.63           | 48%        | 103160.1306 | \$65,000.00              | -11%                      |
| BOAT RAMP FEES             | \$1,300.00            | \$970.00              | \$800.00              | \$570.00              | 71%        | 103160.1307 | \$950.00                 | 19%                       |
| RAMP ANNUAL DECALS         | \$1,350.00            | \$2,050.00            | \$1,500.00            | \$245.00              | 16%        | 103160.1308 | \$2,000.00               | 33%                       |
| WHARF GAS SALES            | \$66,725.63           | \$123,087.21          | \$85,000.00           | \$69,553.48           | 82%        | 103160.1309 | \$110,000.00             | 29%                       |
| WHARF OTHER                | \$956.88              | \$1,168.24            | \$2,200.00            | \$1,227.50            | 56%        | 103160.1314 | \$2,000.00               | -9%                       |
| WHARF ELECTRIC             | \$4,485.53            | \$5,417.48            | \$5,500.00            | \$3,135.26            | 57%        | 103160.1316 | \$5,500.00               | 0%                        |
| WHARF GRANTS               | \$12,707.69           | \$189,743.30          | \$211,707.62          | \$55,887.29           | 26%        | 103160.1317 | \$48,750.00              | -74%                      |
| MISC. REVENUE              | \$4,461.22            | \$8,409.77            | \$5,250.00            | \$5,816.50            | 111%       | 103189.9001 | \$8,500.00               | 62%                       |
| LAW ENFORCEMENT FUNDS      | \$46,509.02           | \$48,787.56           | \$46,000.00           | \$31,797.55           | 69%        | 103221.0401 | \$46,500.00              | 1%                        |
| FIRE PROGRAMS FUNDING      | \$10,000.00           | \$10,000.00           | \$10,000.00           | \$10,000.00           | 100%       | 103221.0410 | \$10,000.00              | 0%                        |
| LITTER CONTROL GRANT       | \$1,031.00            | \$0.00                | \$1,031.00            | \$1,034.00            | 100%       | 103221.0411 | \$1,031.00               | 0%                        |
| VA COMM FOR THE ARTS       | \$1,000.00            | (\$1,000.00)          | \$1,500.00            | (\$1,500.00)          | -100%      | 103221.0414 | \$1,500.00               | 0%                        |
| <b>TOTAL</b>               | <b>\$1,241,161.52</b> | <b>\$1,616,205.97</b> | <b>\$1,587,254.77</b> | <b>\$1,186,362.09</b> | <b>75%</b> |             | <b>\$1,437,586.00</b>    | <b>-9%</b>                |

Notes

# EXECUTIVE

| DESCRIPTION                           | Actual Exp<br>FY2017 | Actual FY<br>2018  | Budget<br>FY2019   | YTD as of<br>3/31/19 | % YTD<br>2019 | Account #   | Proposed<br>FY20<br>Budget | % Difference<br>2019 AND<br>2020 |
|---------------------------------------|----------------------|--------------------|--------------------|----------------------|---------------|-------------|----------------------------|----------------------------------|
| MAYOR -COUNCIL COMPENSATION           | \$ 14,200.42         | \$14,200.42        | \$14,200.42        | \$10,965.18          | 77%           | 104001.1101 | \$14,201.00                | 0.00%                            |
| FICA                                  | \$ 1,086.28          | \$1,086.28         | \$1,086.28         | \$793.82             | 73%           | 104001.2100 | \$1,087.00                 | 0.07%                            |
| TRAVEL TOWN COUNCIL                   | \$ 317.98            | \$220.00           | \$500.00           | \$846.32             | 169%          | 104001.5500 | \$1,000.00                 | 100.00%                          |
| COMMUNITY PROMOTION                   | \$ 8,971.40          | \$16,201.45        | \$16,600.00        | \$4,409.03           | 27%           | 104001.5803 | \$15,000.00                | -9.64%                           |
| TOT - 25% ESVA TOURISM                | \$ 3,504.93          | \$4,609.21         | \$4,500.00         | \$4,379.95           | 97%           | 104001.5806 | \$4,600.00                 | 2.22%                            |
| MAIN STREET INITIATIVE                | \$ -                 | \$0.00             | \$0.00             | \$5,000.00           |               | 104001.5805 | \$15,000.00                |                                  |
| TREE BOARD (Town Beautification Com.) | \$ 838.21            | \$575.00           | \$1,000.00         | \$832.00             | 83%           | 104001.5804 | \$2,000.00                 | 100.00%                          |
|                                       | <b>\$ 28,919.22</b>  | <b>\$36,892.36</b> | <b>\$37,886.70</b> | <b>\$27,226.30</b>   | <b>102%</b>   |             | <b>\$52,888.00</b>         | <b>39.60%</b>                    |

## LEGAL & PROFESSIONAL SERVICES

| DESCRIPTION                  | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY<br>2019  | YTD 3/31/19        | % YTD<br>2019 | Account #   | Proposed<br>Budget FY<br>2020 | % Difference<br>2019 and 2020 |
|------------------------------|----------------------|----------------------|--------------------|--------------------|---------------|-------------|-------------------------------|-------------------------------|
| TOWN ATTORNEY/ATTY FEES      | \$2,485.84           | \$6,290.76           | \$4,000.00         | \$7,917.89         | 198%          | 104506.3130 | \$4,500.00                    | 13%                           |
| COURT APP. LAWYER/COURT FEES | \$0.00               | \$141.54             | \$250.00           | \$0.00             | 0%            | 104506.3132 | \$250.00                      | 0%                            |
| CONSULTANTS                  | \$0.00               | \$2,018.00           | \$1,000.00         | \$2,211.00         | 221%          | 104506.3131 | \$10,000.00                   | 900%                          |
| TOWN CODE CODIFICATION       | \$0.00               | \$0.00               | \$14,000.00        | \$0.00             | 0%            | 104506.3133 |                               | -100%                         |
| <b>SUB-TOTAL</b>             | <b>\$2,485.84</b>    | <b>\$8,450.30</b>    | <b>\$19,250.00</b> | <b>\$10,128.89</b> | <b>90%</b>    |             | <b>\$14,750.00</b>            | <b>-23%</b>                   |

NOTES:

## INSURANCE

| DESCRIPTION                | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY<br>2019  | YTD as of<br>3/31/19 | % YTD<br>2019 | Account #   | Proposed<br>Budget FY<br>2020 | % Difference<br>2019 and 2020 |
|----------------------------|----------------------|----------------------|--------------------|----------------------|---------------|-------------|-------------------------------|-------------------------------|
| PROPERTY INS.              | \$36,294.00          | \$36,863.00          | \$35,366.00        | \$24,189.00          | 68%           | 104510.5304 | \$34,238.00                   | -3%                           |
| VEHICLE INS.               | \$7,180.00           | \$7,682.00           | \$6,198.00         | \$4,932.75           | 80%           | 104510.5305 | \$6,509.00                    | 5%                            |
| SURETY BONDS               | \$0.00               | \$0.00               | \$200.00           | \$0.00               | 0%            | 104510.5306 | \$200.00                      | 0%                            |
| PUB OFF & LAW ENF LIAB     | \$0.00               | \$0.00               | \$2,618.00         | \$3,816.75           | 146%          | 104510.5307 | \$4,700.00                    | 80%                           |
| GENERAL LIAB.              | \$989.00             | \$951.00             | \$2,971.00         | \$1,737.75           | 58%           | 104510.5308 | \$2,000.00                    | -33%                          |
| WORKMENS COMP.             | \$10,091.00          | \$16,944.00          | \$14,293.00        | \$10,719.75          | 75%           | 104510.5309 | \$15,008.00                   | 5%                            |
| LINE OF DUTY ACT INS       | \$2,244.00           | \$2,411.55           | \$2,787.00         | \$2,778.50           | 100%          | 105524.5301 | \$2,927.00                    | 5%                            |
| VACORP/HYBRID ST/LT DISAB. | \$0.00               | \$693.69             | \$900.00           | \$596.21             | 66%           | 104510.2700 | \$954.00                      | 6%                            |
| FLOOD INS.-WHARF           | \$0.00               | \$0.00               | \$500.00           | \$0.00               | 0%            | 104510.5310 | \$0.00                        | -100%                         |
| <b>SUB-TOTAL</b>           | <b>\$56,798.00</b>   | <b>\$65,545.24</b>   | <b>\$65,833.00</b> | <b>\$48,770.71</b>   | <b>74%</b>    |             | <b>\$66,536.00</b>            | <b>1%</b>                     |

**FIRE DEPARTMENT**

| DESCRIPTION            | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY<br>2019  | YTD as of<br>3/31/19 | % YTD<br>2019 | Account #   | Proposed<br>Budget FY 2020 | % Difference<br>2019 and 2020 |
|------------------------|----------------------|----------------------|--------------------|----------------------|---------------|-------------|----------------------------|-------------------------------|
| CONTRIBUTIONS FIRE CO. | \$22,500.00          | \$22,500.00          | \$22,500.00        | \$22,500.00          | 100%          | 105528.5605 | \$25,000.00                | 10%                           |
| FIRE PROGRAMS FUND     | \$0.00               | \$10,000.00          | \$10,000.00        | \$10,000.00          | 100%          | 105528.5606 | \$10,000.00                | 0%                            |
| <b>SUB-TOTAL</b>       | <b>\$22,500.00</b>   | <b>\$32,500.00</b>   | <b>\$32,500.00</b> | <b>\$32,500.00</b>   | <b>100%</b>   |             | <b>\$35,000.00</b>         | <b>7%</b>                     |

NOTES:

**MOSQUITO & WEED CONTROL**

| DESCRIPTION             | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY<br>2019  | YTD as of<br>3/31/19 | % YTD<br>2019 | Account #   | Proposed<br>Budget FY 2020 | % Difference<br>2019 and 2020 |
|-------------------------|----------------------|----------------------|--------------------|----------------------|---------------|-------------|----------------------------|-------------------------------|
| PAY (Moq. Spraying)     | \$920.00             | \$3,173.50           | \$4,200.00         | \$2,400.00           | 57%           | 106034.1100 | \$4,200.00                 | 0%                            |
| REPAIR-MAINT. SUPPLIES  | \$0.00               | \$0.00               | \$750.00           | \$0.00               | 0%            | 106034.6007 | \$250.00                   | -67%                          |
| MOSQUITO CHEMICALS      | \$1,883.75           | \$1,848.00           | \$5,000.00         | \$0.00               | 0%            | 106034.6025 | \$2,500.00                 | -50%                          |
| WEED CONTROL (contract) | \$6,225.00           | \$4,150.00           | \$9,500.00         | \$0.00               | 0%            | 106034.6027 | \$6,500.00                 | -32%                          |
| <b>SUB-TOTAL</b>        | <b>\$9,028.75</b>    | <b>\$9,171.50</b>    | <b>\$19,450.00</b> | <b>\$2,400.00</b>    | <b>12%</b>    |             | <b>\$13,450.00</b>         | <b>-31%</b>                   |

NOTES:



**SOLID WASTE**

| DESCRIPTION           | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY 2019      | YTD as of<br>3/31/19 | % YTD<br>2019  | Account #   | Proposed<br>Budget FY<br>2020 | % Difference<br>2019 and 2020 |
|-----------------------|----------------------|----------------------|---------------------|----------------------|----------------|-------------|-------------------------------|-------------------------------|
| VEHICLE-MAIN.         | \$1,485.64           | \$670.17             | \$3,000.00          | \$726.59             | 24%            | 106044.3310 | \$3,000.00                    | 0%                            |
| TRASH COLLECTION SER. | \$89,998.96          | \$92,842.01          | \$92,500.00         | \$73,018.74          | 79%            | 106044.3910 | \$97,100.00                   | 5%                            |
| REPAIR/MAIN.          | \$1,872.82           | \$350.91             | \$2,000.00          | \$283.66             | 14%            | 106044.6007 | \$1,000.00                    | -100%                         |
| CHIPPER REPLACEMENT   |                      |                      |                     |                      |                |             | \$10,000.00                   | 100%                          |
| VEHICLE FUEL          | \$2,206.92           | \$2,821.84           | \$4,000.00          | \$2,908.42           | 73%            | 106044.6088 | \$4,000.00                    | 0%                            |
| <b>SUB-TOTAL</b>      | <b>\$95,564.34</b>   | <b>\$96,684.93</b>   | <b>\$101,500.00</b> |                      | <b>#VALUE!</b> |             | <b>\$115,100.00</b>           | <b>12%</b>                    |

NOTES:

**LITTER CONTROL**

| DESCRIPTION                   | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY 2019    | YTD as of<br>3/31/19 | % YTD<br>2019 | Account #   | Proposed<br>Budget FY<br>2020 | % Difference<br>2019 and 2020 |
|-------------------------------|----------------------|----------------------|-------------------|----------------------|---------------|-------------|-------------------------------|-------------------------------|
| LITTER CONTROL(CANS & LINERS) | \$725.25             | \$1,499.07           | \$1,200.00        | \$2,632.91           | 219%          | 106040.6015 | \$1,200.00                    | 0%                            |
| <b>SUB-TOTAL</b>              | <b>\$725.25</b>      | <b>\$1,499.07</b>    | <b>\$1,200.00</b> | <b>\$2,632.91</b>    | <b>219%</b>   |             | <b>\$1,200.00</b>             | <b>0%</b>                     |

NOTES:

## WHARF

| DESCRIPTION                 | Actual Exp FY2017   | Actual Exp FY2018   | Budget FY 2019      | YTD as of 3/31/19   | % YTD 2019 | Account #          | Proposed Budget FY 2020 | % Difference 2019 and 2020 |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|------------|--------------------|-------------------------|----------------------------|
| SALARIES/PT COMPENSATION    | \$48,264.65         | \$32,911.97         | \$50,000.00         | \$30,213.08         | 60%        | 107060.1300        | \$50,000.00             | 0%                         |
| OVERTIME                    | \$3,907.53          | \$2,627.10          | \$5,000.00          | \$685.01            | 14%        | 107060.1200        | \$5,000.00              | 0%                         |
| FICA                        | \$3,988.91          | \$2,628.77          | \$3,825.00          | \$2,336.69          | 61%        | 107060.2100        | \$3,600.00              | -6%                        |
| SUTA                        | \$18,063.98         | \$316.05            | \$553.00            | \$241.95            | 44%        | 107060.2600        | \$600.00                | 8%                         |
| HOSPITALIZATION             | \$0.00              | \$0.00              | \$8,556.00          | \$5,595.00          | 0%         | 107060.2300        | \$8,556.00              | 0%                         |
| RETIREMENT                  | \$0.00              | \$0.00              | \$5,960.50          | \$0.00              | 0%         | 107060.2200        | \$5,673.00              | -5%                        |
| LIFE                        | \$0.00              | \$0.00              | \$458.50            | \$0.00              | 0%         | 107060.2400        | \$459.00                | 0%                         |
| ELECTRIC SERVICES           | \$5,566.74          | \$5,593.52          | \$7,500.00          | \$5,112.38          | 68%        | 107060.5101        | \$7,500.00              | 0%                         |
| TELEPHONE                   | \$1,734.83          | \$447.70            | \$601.00            | \$366.30            | 61%        | 107060.5203        | \$500.00                | -17%                       |
| WHARF JANITORIAL SUPPLIES   | \$1,920.34          | \$1,150.22          | \$2,500.00          | \$220.49            | 9%         | 107060.6005        | \$1,500.00              | -40%                       |
| REPAIR/MAINTENANCE          | \$4,334.14          | \$2,964.91          | \$2,000.00          | \$5,689.76          | 284%       | 107060.6007        | \$5,030.00              | 152%                       |
| COST OF GAS/DIESEL          | \$50,784.32         | \$93,816.72         | \$75,000.00         | \$59,454.39         | 79%        | 107060.6008        | \$85,000.00             | 13%                        |
| COST OF MERCHANDISE         | \$0.00              | \$0.00              | \$500.00            | \$0.00              | 0%         | 107060.6009        | \$0.00                  | -100%                      |
| OTHER OPERATING SUPPLIES    | \$4,532.55          | \$5,372.82          | \$2,500.00          | \$2,104.56          | 84%        | 107060.6014        | \$2,500.00              | 0%                         |
| <b>CAPITAL IMPROVEMENTS</b> | <b>\$40,879.62</b>  | <b>\$223,931.07</b> | <b>\$288,456.25</b> | <b>\$80,023.51</b>  | <b>28%</b> | <b>107060.6018</b> | <b>\$55,000.00</b>      | <b>-81%</b>                |
| ADVERTISING & DUES          | \$2,279.00          | \$2,558.00          | \$2,000.00          | \$2,854.00          | 143%       | 107060.6016        | \$16,558.00             | 728%                       |
| <b>SUB-TOTAL</b>            | <b>\$186,256.61</b> | <b>\$374,318.85</b> | <b>\$455,410.25</b> | <b>\$194,897.12</b> | <b>43%</b> |                    | <b>\$247,476.00</b>     | <b>-46%</b>                |

Capital Improvements FY17-Study, Bulkl FY18-Floaters FY19-Bathroom Floors, Ramp, Parking Area and Electrical Upgrade FY20-Ramp R

## CHRISTMAS

| DESCRIPTION           | Actual Exp FY2017  | Actual Exp FY2018  | Budget FY 2019    | YTD as of 3/31/19 | % YTD 2019  | Account #   | Proposed Budget FY 2020 | % Difference 2019 and 2020 |
|-----------------------|--------------------|--------------------|-------------------|-------------------|-------------|-------------|-------------------------|----------------------------|
| ELECTRIC SERVICES     | \$380.69           | \$153.44           | \$200.00          | \$215.95          | 108%        | 107064.5101 | \$200.00                | 0%                         |
| REPAIR/MAIN SUPPLIES  | \$150.74           | \$766.40           | \$500.00          | \$160.81          | 32%         | 107064.6007 | \$500.00                | 0%                         |
| CHRISTMAS DECORATIONS | \$13,180.68        | \$11,913.38        | \$5,000.00        | \$9,563.20        | 191%        | 107068.6015 | \$5,000.00              | 0%                         |
| <b>SUB-TOTAL</b>      | <b>\$13,712.11</b> | <b>\$12,833.22</b> | <b>\$5,700.00</b> | <b>\$9,939.96</b> | <b>174%</b> |             | <b>\$5,700.00</b>       | <b>0%</b>                  |

NOTES:

## COUNCIL CONTINGENCY & BANK NOTE (Debt Service)

| DESCRIPTION         | Actual Exp FY2017  | Actual Exp FY2018  | Budget FY 2019     | YTD as of 3/31/19  | % YTD 2019 | Account #   | Proposed Budget FY 2020 | % Difference 2019 and 2020 |
|---------------------|--------------------|--------------------|--------------------|--------------------|------------|-------------|-------------------------|----------------------------|
| CONTINGENCIES       | \$11,834.32        | \$20,833.49        | \$29,000.00        | \$17,397.80        | 60%        | 108080.9103 | \$29,000.00             | 0%                         |
| DEBT SERVICE        | \$19,654.60        | \$6,496.52         | \$7,032.00         | \$5,274.00         | 75%        | 108080.9106 | \$7,032.00              | 0%                         |
| BB& T PROPERTY NOTE | \$26,781.36        | \$21,991.76        | \$26,762.00        | \$20,086.02        | 75%        | 108080.9105 | \$26,762.00             | 0%                         |
| <b>SUB-TOTAL</b>    | <b>\$58,270.28</b> | <b>\$49,321.77</b> | <b>\$62,794.00</b> | <b>\$42,757.82</b> | <b>68%</b> |             | <b>\$62,794.00</b>      | <b>0%</b>                  |

NOTES:

## WATER DEPARTMENT EXPENDITURES

| DESCRIPTION             | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY<br>2019   | YTD as of<br>3/31/19 | % YTD<br>2019 | Account #   | Proposed<br>Budget FY 2020 | % Difference 2019<br>and 2020 |
|-------------------------|----------------------|----------------------|---------------------|----------------------|---------------|-------------|----------------------------|-------------------------------|
| SALARIES                | \$50,636.95          | \$69,617.35          | \$64,860.19         | \$54,144.98          | 83%           | 516048.1100 | \$67,853.00                | 5%                            |
| OVER-TIME               | \$3,095.01           | \$4,786.05           | \$6,000.00          | \$3,947.59           | 66%           | 516048.1200 | \$6,000.00                 | 0%                            |
| FICA                    | \$52,840.22          | \$5,330.23           | \$4,965.85          | \$4,299.31           | 87%           | 516048.2100 | \$5,600.00                 | 13%                           |
| RETIREMENT              | \$3,118.24           | \$12,792.35          | \$10,138.56         | \$8,423.33           | 83%           | 516048.2200 | \$10,762.00                | 6%                            |
| HOSPITALIZATION         | \$4,116.53           | \$12,950.75          | \$14,973.00         | \$11,051.25          | 74%           | 516048.2300 | \$14,973.00                | 0%                            |
| LIFEINS.                | \$4,332.18           | \$564.44             | \$846.12            | \$694.50             | 82%           | 516048.2400 | \$888.00                   | 5%                            |
| SUTA                    | \$8,552.91           | \$481.01             | \$368.20            | \$295.23             | 80%           | 516048.2600 | \$400.00                   | 9%                            |
| TRAINING AND TRAVEL     | \$265.15             | \$0.00               | \$1,000.00          | \$0.00               | 0%            | 516048.3140 | \$1,000.00                 | 0%                            |
| VEHICLE REPAIR          | \$545.61             | \$1,887.95           | \$2,000.00          | \$14.87              | 1%            | 516048.3310 | \$1,000.00                 | -50%                          |
| REPAIR/MAIN.-SVC.       | \$0.00               | \$9,027.81           | \$5,000.00          | \$15,056.24          | 301%          | 516048.3311 | \$5,000.00                 | 0%                            |
| PRINTING WATER BILLS    | \$1,393.51           | \$553.06             | \$4,200.00          | \$4,839.98           | 115%          | 516048.3502 | \$500.00                   | -88%                          |
| ADVERTISING             | \$8,503.16           | \$323.86             | \$150.00            | \$85.37              | 57%           | 516048.3601 | \$150.00                   | 0%                            |
| ELECTRIC SERVICES       | \$290.08             | \$11,540.51          | \$13,000.00         | \$10,053.61          | 77%           | 516048.5101 | \$13,500.00                | 4%                            |
| POSTAGE                 | \$0.00               | \$511.50             | \$500.00            | \$672.06             | 134%          | 516048.5201 | \$1,000.00                 | 100%                          |
| TELEPHONE               | \$9,578.93           | \$2,079.93           | \$2,000.00          | \$1,667.04           | 83%           | 516048.5203 | \$2,000.00                 | 0%                            |
| DUES/MEMBERSHIPS        | \$437.50             | \$6,000.00           | \$1,000.00          | \$100.00             | 10%           | 516048.5801 | \$1,000.00                 | 0%                            |
| HEALTH DEPT. FEES       | \$2,746.48           | \$4,853.85           | \$5,000.00          | \$2,132.85           | 43%           | 516048.5803 | \$5,000.00                 | 0%                            |
| REPAIR & MAINTENANCE    | \$80.00              | \$1,192.40           | \$5,000.00          | \$4,633.99           | 93%           | 516048.6007 | \$5,000.00                 | 0%                            |
| VEHICLE FUEL            | \$2,132.85           | \$1,512.50           | \$2,000.00          | \$1,325.82           | 66%           | 516048.6008 | \$2,000.00                 | 0%                            |
| UNIFORMS                | \$5,402.74           | \$85.19              | \$300.00            | \$176.72             | 59%           | 516048.6011 | \$300.00                   | 0%                            |
| LAB SUPPLIES            | \$1,329.80           | \$968.02             | \$3,000.00          | \$521.10             | 17%           | 516048.6016 | \$3,000.00                 | 0%                            |
| PURIFICATION SUPPLIES   | \$18,138.80          | \$23,331.19          | \$29,000.00         | \$17,246.36          | 59%           | 516048.6020 | \$23,000.00                | -21%                          |
| SMALL TOOLS & EQUIPMENT | \$0.00               | \$0.00               | \$200.00            | \$0.00               | 0%            | 516048.8101 | \$200.00                   | 0%                            |
| DEBT SERVICE            |                      | \$0.00               | \$162,375.00        | \$99,636.64          | 61%           | 516048.8119 | \$162,375.00               | 0%                            |
| INTEREST EXPENSE        | \$101,769.80         | \$99,502.52          | \$0.00              | \$0.00               | #DIV/0!       | 516048.8124 | \$0.00                     | #DIV/0!                       |
| RESERVE FOR CIP         |                      | \$0.00               | \$0.00              | \$0.00               | #DIV/0!       | 516048.5311 | \$0.00                     | #DIV/0!                       |
| <b>SUB-TOTAL</b>        | <b>\$300,302.39</b>  | <b>\$269,892.47</b>  | <b>\$337,876.92</b> | <b>\$178,626.96</b>  | <b>53%</b>    |             | <b>\$332,501.00</b>        | <b>-2%</b>                    |

Notes:

**SEWER DEPARTMENT EXPENDITURES**

| DESCRIPTION                | Actual Exp<br>FY2017 | Actual Exp<br>FY2018 | Budget FY<br>2019   | YTD as of<br>3/31/19 | % YTD 2019 | Account #    | Proposed<br>Budget FY<br>2020 | % Difference<br>2019 and 2020 |
|----------------------------|----------------------|----------------------|---------------------|----------------------|------------|--------------|-------------------------------|-------------------------------|
| SALARIES                   | \$143,063.39         | \$153,455.87         | \$155,545.92        | \$123,547.13         | 79%        | 516052.1100  | \$159,880.00                  | 3%                            |
| OVER TIME                  | \$9,327.49           | \$11,043.81          | \$19,109.95         | \$11,721.09          | 61%        | 516052.1200  | \$18,500.00                   | -3%                           |
| FICA                       | \$11,953.03          | \$12,338.30          | \$12,060.74         | \$10,216.30          | 85%        | 516052.2100  | \$13,400.00                   | 11%                           |
| RETIREMENT                 | \$72,372.14          | \$30,266.39          | \$25,581.95         | \$20,241.89          | 79%        | 516052.2200  | \$25,358.00                   | -1%                           |
| HOSPITALIZATION            | \$23,922.71          | \$30,651.25          | \$32,085.00         | \$20,856.50          | 65%        | 516052.2300  | \$32,085.00                   | 0%                            |
| LIFE INS.                  | \$8.12               | \$2,329.56           | \$2,486.92          | \$1,668.84           | 67%        | 516052.2400  | \$2,091.00                    | -16%                          |
| SUTA                       | \$1,578.73           | \$943.36             | \$894.20            | \$714.83             | 80%        | 516052.2600  | \$363.00                      | -59%                          |
| TRAINING                   | \$0.00               | \$0.00               | \$1,000.00          | \$0.00               | 0%         | 516052.3140  | \$731.00                      | -27%                          |
| VEHICLE REPAIR             | \$2,060.93           | \$1,005.65           | \$1,500.00          | \$691.58             | 46%        | 516052.3310  | \$1,000.00                    | -33%                          |
| PLANT & COLL. REPAIR/MAINT | \$57,392.87          | \$86,750.70          | \$75,000.00         | \$70,795.70          | 94%        | 516052.3340  | \$81,934.00                   | 9%                            |
| MEMBRANE REPLACEMENT       | \$0.00               | \$0.00               | \$44,500.00         | \$0.00               | 0%         | 516052.3340  | \$0.00                        | 100%                          |
| OUTSIDE CONTRACT-TESTING   | \$28,035.50          | \$22,683.19          | \$36,000.00         | \$7,556.70           | 21%        | 516052.3350  | \$24,000.00                   | -33%                          |
| REPAIR & MAINTENANCE       | \$3,262.15           | \$4,040.38           | \$3,500.00          | \$348.00             | 10%        | 516052.3360  | \$3,350.00                    | -4%                           |
| PRINTING UTILITY BILLS     | \$290.08             | \$757.96             | \$450.00            | \$0.00               | 0%         | 516052.3502  | \$250.00                      | -44%                          |
| ADVERTISING                | \$105.64             | \$221.81             | \$250.00            | \$85.37              | 34%        | 516052.3601  | \$250.00                      | 0%                            |
| ELECTRIC SERVICES          | \$74,999.78          | \$74,772.45          | \$75,000.00         | \$67,823.56          | 90%        | 516052.5101  | \$90,000.00                   | 20%                           |
| POSTAGE                    | \$437.50             | \$500.00             | \$1,000.00          | \$672.05             | 67%        | 516052.5201  | \$1,500.00                    | 50%                           |
| TELEPHONE SERVICES         | \$7,404.70           | \$7,812.50           | \$7,650.00          | \$6,269.39           | 82%        | 51.6052.5203 | \$8,000.00                    | 5%                            |
| DUES/MEMBERSHIPS           | \$4,199.04           | \$1,597.76           | \$4,000.00          | \$2,912.94           | 73%        | 516052.5801  | \$4,200.00                    | 5%                            |
| OFFICE SUPPLIES            | \$68.68              | \$158.58             | \$4,300.00          | \$4,101.72           | 95%        | 516052.6001  | \$4,300.00                    | 0%                            |
| VEHICLE FUEL               | \$2,109.68           | \$2,413.70           | \$3,500.00          | \$1,990.39           | 57%        | 516052.6008  | \$3,000.00                    | -14%                          |
| UNIFORMS                   | \$90.70              | \$85.19              | \$300.00            | \$176.71             | 59%        | 516052.6011  | \$300.00                      | 0%                            |
| RESERVE FOR CAPITAL IMPROV | \$0.00               | \$0.00               | \$10,000.00         | \$0.00               | 0%         | 516052.6018  | \$0.00                        | -100%                         |
| LAB SUPPLIES               | \$842.70             | \$1,298.40           | \$2,500.00          | \$6,415.51           | 257%       | 516052.6022  | \$8,500.00                    | 240%                          |
| WASTEWATER CHEMICALS       | \$39,359.25          | \$26,134.63          | \$42,000.00         | \$12,616.64          | 30%        | 516052.6025  | \$28,732.00                   | -32%                          |
| SAFETY EQUIPMENT           | \$0.00               | \$0.00               | \$500.00            | \$0.00               | 0%         | 516052.6026  | \$500.00                      | 0%                            |
| SMALL TOOLS & EQUIPMENT    | \$0.00               | \$0.00               | \$500.00            | \$0.00               | 0%         | 516052.8101  | \$500.00                      | 0%                            |
| I/I DEBT SVC. SEWER GRANT  | \$0.00               | \$0.00               | \$45,000.00         | \$45,000.00          | 100%       | 516052.9109  | \$45,000.00                   | 0%                            |
| CAPITAL IMPR. DEBT SVC     | \$0.00               | \$0.00               | \$66,725.00         | \$43,767.00          | 66%        | 516052.9110  | \$66,725.00                   | 0%                            |
| WTP DEBT SERVICE (SRLF)    | \$0.00               | \$0.00               | \$216,119.40        | \$216,119.40         | 100%       | 516052.9120  | \$216,120.00                  | 0%                            |
| WTP DEBT SERVICE (RD)      | \$0.00               | \$0.00               | \$101,964.00        | \$76,473.00          | 75%        | 516052.9130  | \$101,964.00                  | 0%                            |
| <b>TOTAL</b>               | <b>\$482,884.81</b>  | <b>\$471,261.44</b>  | <b>\$991,023.08</b> | <b>\$752,782.24</b>  | <b>76%</b> |              | <b>\$942,533.00</b>           | <b>-5%</b>                    |

**SUGGESTED MOTION:** Mr. Mayor, I move that the Onancock Town Council approve the Attached vs. Detached Structure Zoning change and incorporate these changes into the Town of Onancock zoning ordinance.

**AGENDA**                      **TOWN COUNCIL**                      **April 22, 2019**

**SUBJECT:** Approval of the Attached vs. Detached Structure Zoning change

**RECOMMENDATION:** N/A

**TIMING:** Current

**DISCUSSION:** The Planning Commission reviewed a proposed change to the zoning ordinance under the definition section at its December 18, 2018 meeting. At its January 28, 2019 meeting, the Town Council requested that the ordinance be reviewed by the Town Attorney. This ordinance has been reviewed and approved by the Town Attorney. The proposed language included a new definition of attached structures and additional language to the accessory building definition. The Planning Commission voted to recommend these changes to the Town Council at its December meeting.

**Staff:** Bill Kerbin  
Town Manager

**Attachment:** Attached vs Detached Structure Zoning change

**Copy:**

Attached vs Detached Proposed Zoning Amendment Change  
Town of Onancock Planning Commission Meeting  
April 22, 2019

1. Add in General Provisions (24-1) the following definition:

**Attached Structure:** For the purpose of this Zoning Code, an Attached Structure is one where a structure is otherwise complete in itself and depends for structural support or complete enclosure upon a division wall or walls and roofline shared in common with an adjacent structure, such that such attachment is not able to be removed without significant damage to either or both structures. Typically an Attached Structure should open directly unto the rest of the dwelling via a doorway such that entry between structures is made without going outside.

2. Amend the definition of Building, Accessory in 24-1 as follows:

**Building, Accessory:** A subordinate structure customarily incidental to and located upon the same lot occupied by the main structure. No such accessory structure shall be used for residential purposes, (defined as: designed for living and sleeping purposes and having at least one (1) kitchen and one (1) bathroom) **unless it meets the definition of an Attached Structure defined in this section.** Garages or other accessory structures such as carports, porches, and stoops attached to the main building shall be considered as part of the main building.

## Staff Report

Regarding: Local Term Care Insurance-Administered by the Virginia Retirement System  
By: Lisa Fiege, Office Manager  
Date: April 22, 2019

The Virginia Retirement System (VRS) administers a Commonwealth of Virginia Voluntary Group Long Term Care Insurance Program, which is underwritten by Genworth Life Insurance Company. VRS has reopened the employer election to those that previously elected not to participate. If the town elects the program, eligible, actively-at-work employees under the age of 66 may apply for coverage with reduced medical underwriting during a special fall enrollment.

At no cost to the town, Onancock can offer the benefit to employees who work at least 20-hours a week and their select family members ages 18 through 75. This program can help employees with the cost of long-term care services, such as nursing home care or at-home care assistance (bathing, eating or other activities of daily living). Without coverage, the cost of these services can quickly deplete retirement income and savings.

Attached is additional information on the plan specifics.

Since this is no-cost option to the town and the benefit can be an important element in some employees' financial plans, I recommend that council Adopt the Agreement with VRS, which is included in the packet, to elect this benefit.

# Coverage and Eligibility

Commonwealth of Virginia Voluntary Group Long Term Care Insurance Program

April 2019



Underwritten by Genworth Life Insurance Company

Genworth Life

6620 West Broad Street, Richmond, VA 23230



# Plan Selection Summary

## Commonwealth of Virginia Employee Options

|  |   |
|--|---|
| Coverage Effective Date  | December 01, 2019   |
| Situs State  | Virginia  |
| Benefit Period   | 2 Year<br>3 Year<br>4 Year  |
| Benefit Amount<br>Nursing Facility Maximum<br>(Nursing Facilities and<br>Assisted Living Facilities) | \$3,000 Monthly Nursing Facility Maximum<br>\$4,500 Monthly Nursing Facility Maximum<br>\$6,000 Monthly Nursing Facility Maximum  |
| Inflation Protection   | Future Purchase Option<br>Automatic 3% Increase for Life - Compound<br>Automatic 5% Increase for Life - Compound  |
| Coverage Maximum<br>(Total Coverage)   | The Coverage Maximum is the total coverage, which is a product of the Benefit Period and the Benefit Amount. For example: A monthly benefit amount of \$6,000 x 36 months (3 Year) Period = \$216,000 Coverage Maximum. |
| Partnership-Qualified  | This Group Program is Partnership-Qualified under the Virginia Partnership for Long Term Care.  |
| Nonforfeiture Benefit  | The optional Nonforfeiture Benefit maintains some coverage even if the Insured stops paying premiums. This Benefit may be made available to the applicant at an additional cost of 12%.                                 |

## Built-In

|  |                                     |
|--|-------------------------------------|
| Benefit Amount<br>Nursing Facility Maximum           | 100%                                |
| Benefit Amount<br>Home and Community<br>Care Maximum | 50% of the Nursing Facility Maximum |
| Elimination Period                                   | One time, 90 Calendar Days          |
| Informal Care  | Included                            |

# Program & Plan Summary

## Key Program Information

|                                     |  |
|-------------------------------------|--|
| Tax Benefits for Employees          | This plan is intended to be a federally tax-qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986. Benefits received for qualified long term care services are not taxable and premiums paid may be tax deductible, under certain conditions. The individual should consult a tax advisor for details. |
| Participation Requirements          | Genworth Life does not impose a minimum participation requirement beyond the statutory requirements for group insurance.   |
| Pre-Existing Conditions Limitations | There is an exclusion for pre-existing conditions.   |
| No Linkage Requirements             | There are no linkage requirements. The employee does not need to apply for coverage in order for any other eligible family members to apply.   |
| Fully Portable                      | If an Insured leaves the company or sponsorship of the program ends, those who are insured are guaranteed the right to continue the same coverage as long as they continue to pay premiums when due.   |
| Payment Options                     | Electronic Funds Transfer (EFT), Direct Billing  |
| Availability                        | The Program is available to eligible classes, based on the situs state of the Group Policy. Some states extend their governing authority to employer group insurance sold to their residents and may require variations to the coverage. Coverage under this plan is not available to residents of Vermont.  |
| Online Enrollment                   | The customized website allows employees, spouses and other family members to enroll online.  |

## Key Plan Information

|   |   |
|---|---|
| Guaranteed Renewable                                  | The coverage is Guaranteed Renewable, as long as premiums are paid when due.  |
| Partnership-Qualified                                 | The Partnership Program is designed to help provide asset protection for those who own long term care insurance and seek to access Medicaid benefits. Insureds with Partnership-qualified coverage may be able to qualify for Medicaid while retaining more assets than would otherwise be required under their state's Medicaid eligibility requirements. In order to qualify an insured must buy long term care insurance that has the basic benefits required by their resident state's partnership program – including inflation protection tiered to certain age ranges. |
| Nursing Facility and Assisted Living Facility Benefit | This benefit reimburses covered expenses incurred for care (including room and board) provided by a Nursing Facility or an Assisted Living Facility.  |

**Home and Community Care Benefit**

Most people prefer to receive care at home. This benefit reimburses expenses incurred for adult day care, nurse and therapist services, home health or personal care services, and incidental homemaker and chore care services.

These services received from an independent provider or a home health agency, can include, but are not limited to the following:

- Substantial assistance with bathing, dressing, eating, moving in or out of a bed or chair; physical, occupational, respiratory, or speech therapy; managing medications, preparation of meals, changing bedding, washing dishes, mopping, laundry, cleaning and household chores and repairs.

## Benefits Not Subject to the Elimination Period

**Home Assistance Benefit**

This benefit reimburses the following expenses incurred (including tax, installation and labor costs):

- Home Modifications, Assistive Devices and Supportive Equipment
- Emergency Medical Response Systems
- Caregiver Training

Covered Expenses must be:

- Intended to enable the Insured to remain safely in his or her home
- Stated in, and furnished in accordance with, the Insured's Plan of Care

This benefit is not subject to the Elimination Period. Its Coverage Maximum equals 3 times the Monthly Nursing Facility Maximum. For example, the Coverage Maximum based on a \$3,000 Monthly Nursing Facility Maximum would be \$9,000.

**Hospice Care Benefit**

This benefit reimburses expenses incurred for hospice care received in a Hospice, Assisted Living, or Nursing Facility or in the Insured's home.

- Inpatient - Covered up to Nursing Facility Maximum
- Outpatient - Covered up to Home and Community Care Maximum

**Respite Care Benefit**

Many individuals who give their time and energy to help someone in need of care, eventually find they need a respite. This benefit reimburses expenses incurred for Home and Community Care, Assisted Living Facility care and Nursing Facility care when it provides temporary relief for regular, unpaid caregivers.

The calendar year maximum equals 1 x Monthly Nursing Facility Maximum.

**Privileged Care Coordination Services**

During the often difficult time when care is needed, it's an invaluable asset to have a care coordinator who can help in recognizing the types of care that are needed. Genworth's Privileged Care Coordinators are licensed health care practitioners, qualified by training and experience to assess and coordinate overall care needs. Their services are provided without charge and without reducing the amount available under the Insured's Coverage.

## Other Important Benefits

|  |  |
|--|--|
| International Nursing Facility Benefit | This benefit reimburses expenses incurred during confinement in an out-of-country Nursing Facility (including room and board), up to 75% of the Nursing Facility Maximum per calendar month, for up to 4 years.  |
| Bed Reservation Benefit                | This benefit reimburses expenses to reserve the Insured's room when receiving benefits for care in a Nursing Facility, Hospice Care Facility or Assisted Living Facility, when the Insured's confinement is interrupted by a temporary absence from the facility for any reason for up to 60 days per year.  |
| Alternate Care Benefit                 | This benefit reimburses long term care expenses for care, services, devices, or treatments not otherwise included and allows covered expenses to be paid in a manner other than specified, upon agreement between Genworth Life, the Insured and the Insured's physician.  |
| Waiver of Premium Benefit              | While receiving benefits for care in a Nursing Facility, Assisted Living Facility, Home and Community Care, Hospice Care, or under the Bed Reservation Benefit, the Insured's premium will be waived.  |
| 30 Day Free Look                       | An Insured may return his or her Certificate to Genworth Life within 30 days of receipt, if dissatisfied for any reason. Any premium paid will be returned.  |
| Informal Care Benefit                  | <p>This benefit pays for personal care and maintenance or supervision that helps the Insured to stay in his or her home and is furnished based on the Insured's Plan of Care, when received from someone who is not with a Home Health Agency or an independent provider. This care may be provided by a friend or family member (other than a person who normally resided in the Insured's home prior to the time the Insured became eligible for benefits) to help with simple health care tasks, personal hygiene, managing medications or activities of daily living.</p> <p>This benefit covers up to 1% of the Monthly Nursing Facility Maximum per day for up to 30 days per calendar year.</p> |
| Contingent Nonforfeiture Benefit       | This benefit provides reduced coverage, if a substantial premium increase were to occur and cause coverage to lapse.   |
| Nonforfeiture Benefit                  | A reduced coverage amount is provided without further premium payments, if coverage ends due to non-payment of premiums after 3 years. Employees can choose this option for an additional 12% increase to the premium.   |

# Eligible Participants

## Eligible Persons

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### Eligible Persons Include

All individuals associated with Commonwealth of Virginia in the manner described below. Persons must be 18 or older at the time of application, maintain a permanent U.S. residence and have a valid Social Security or Tax Identification Number from the U.S. Government. There is no maximum issue age for the eligible Employee, but eligible family members must be less than age 76.

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### Employees

- Actively at Work full-time or part-time Commonwealth of Virginia employees who work at least 20 hours per week.
  - Actively at Work full-time or part-time employees and faculty (including adjunct) of a Virginia Public Institution of higher Education who work at least 20 hours per week.
  - Actively at Work full-time, part-time, or other employees as determined and defined by any participating Virginia school division, city, county, town, or political subdivision.
- 

- Newly hired employees who are eligible for all broadly offered employer sponsored benefits, and are Actively at Work, Full-time or Part-time and work at least 20 hours per week up to and including age 65, who apply during their initial new hire enrollment period
  - Modified Guarantee Issue Comprehensive: An abbreviated health question form, Height/weight parameters.
- 

- During an open enrollment period mutually agreed upon by both parties, employees who are eligible for all broadly offered employer sponsored benefits and are Actively at Work, Full-time or Part-Time, and work at least 20 hours per week up to and including age 65, who apply during the initial enrollment period
  - Modified Guarantee Issue Comprehensive: An abbreviated health question form, Height/weight parameters.
- 

- Employees who are eligible for all broadly offered employer sponsored benefits and are Actively at Work, Full-time or Part-time, and work at least 20 hours per week ages 66 and older and new hires meeting the same criteria as above
  - Long Form: Full medical underwriting, a telephonic or in-person interview may be requested. In-person interviews may include a cognitive exam and the applicant will be asked to provide blood and urine samples.
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## Other Eligible Individuals

### Spouses, Surviving Spouses

**Spouse:** A person to whom an eligible Employee is joined by marriage. The eligible Employee and such person cannot be joined to anyone else: by (a) marriage; or (b) a relationship legally recognized under State law. A Spouse does not include a person from whom the eligible Employee is divorced or legally separated. **Surviving Spouse :** A person who is participating in a health benefits program or a retirement plan sponsored by the Policyholder and was a Spouse at the time of the eligible Employee's death.

### Retirees and Spouses of Retirees

Retirees and their spouses who have retired under the Commonwealth of Virginia retirement plan, satisfy the appropriate plan's age and service requirements, and are former employees of:

- The Commonwealth of Virginia
- Virginia Public Institutions of Higher Education
- Any school, division, city, county, town, or political subdivision that participates in one of the retirement plans administered by VRS
- Any school division, city, county, town, or political subdivision that does not participate in any of the retirement plans administered by VRS but has elected to participate in the Commonwealth of Virginia Voluntary Group Long Term Care Insurance Program

### Parents and Grandparents of Eligible Employees, Spouses

The natural or adoptive parent, or step-parent of an eligible Employee or Spouse. The natural grandparent, adoptive grandparent or step-grandparents of an eligible Employee, or Spouse.

### Adult Children and Siblings of Eligible Employees

Children include a natural, step or adopted child who has reached full legal age, with attendant rights and responsibilities. Siblings include those related to the eligible Employee or Spouse, as a brother, sister, step-brother or step-sister.

Terminated employees of any employer participating in a retirement plan administered by the Virginia Retirement System who:

- Have five or more years of service
  - Are not active employees or retirees of any local government or school system in the Commonwealth of Virginia
- 
- Spouses up to and including age 75
  - All other eligible applicants ages 18-75; including late entrants into the plan
  - Long Form: Full medical underwriting, a telephonic or in-person interview may be requested. In-person interviews may include a cognitive exam and the applicant will be asked to provide blood and urine samples.
-

|                                     |  |
|-------------------------------------|--|
| Elimination Period                  | The Elimination Period, based on calendar days, is the total number of days that the Insured remains a Chronically Ill Individual before benefits are payable. The Elimination Period begins on the first day that the Insured is both a Chronically Ill Individual and incurs covered expenses. However, the Insured is not required to continue to incur covered expenses to satisfy the Elimination Period. Elimination Period days may be accumulated before the filing of a claim if it can be established that the Insured met these requirements before the claim was filed.  |
| Policy Exclusions and Limitations   | <p>We will not pay benefits for any expenses incurred for any Covered Care:</p> <ul style="list-style-type: none"> <li>• For which no charge is normally made in the absence of insurance.</li> <li>• Provided outside the fifty (50) United States, the District of Columbia and any territory or possession of the United States of America, unless specifically provided for by a Benefit,</li> <li>• Provided by an Insured's immediate family, unless a benefit specifically states that a member of an Insured's immediate family can provide Covered Care. We will not consider care to have been provided by a member of the Insured's immediate family when: <ul style="list-style-type: none"> <li>- He or she is a regular employee of the organization that is providing the services; and</li> <li>- Such organization received payment for the services; and</li> <li>- He or she receives no compensation other than the normal compensation for employees in his or her job category.</li> </ul> </li> <li>• Provided by or in a Veteran's Administration or Federal government facility, unless a valid charge is made to an Insured or an Insured's estate;</li> <li>• Resulting from illness, treatment or medical condition arising out of any of the following: <ul style="list-style-type: none"> <li>- War or any act of war; whether declared or not;</li> <li>- Attempted suicide or an intentionally self-inflicted injury;</li> <li>- Participation in a felony; riot or insurrection;</li> </ul> </li> <li>• Provided for an Insured's alcoholism or addiction to drugs or narcotics (except for an addiction to a prescription medication when administered in accordance with the advice of a Physician).</li> </ul> <p>Note: We will pay benefits for Alzheimer's Disease, subject to the same exclusions, limitations and provisions otherwise applicable to other Covered Care.</p> |
| Coordination of Benefits            | We will reduce the amount of benefits we will pay for Covered Expenses when the total amount payable under this and all other group Long Term Care Coverage is greater than the actual Covered Expense incurred for that Covered Care. State variations may apply.   |
| Non-Duplication of Benefits         | <p>Benefits will be paid only for Covered Care expenses that are in excess of the amount paid or payable under:</p> <ul style="list-style-type: none"> <li>• Medicare (including amounts that would be reimbursable, but for the application of a deductible or coinsurance amount); and</li> <li>• Any other Federal, State or other governmental health care program or long term care program or law, except Medicaid.</li> <li>• Any State or Federal workers' compensation, employer's liability or occupational disease law</li> <li>• State variations may apply. Please refer to the state specific Certificate of Coverage.</li> </ul>  |
| Pre-Existing Conditions Limitations | Genworth Life will not pay for Covered Expenses incurred for any care or confinement that is a result of a Pre-Existing Condition. A Pre-Existing condition means a condition (illness, disease, injury, or symptom) for which medical advice or treatment was recommended by, or received from, a Health Care Professional within a defined period prior to the initial Certificate Effective Date. State variations may apply.   |

Benefits and limitations may vary by state.

# Rates

Important Information

Quotation Summary

Monthly Premium Rate Tables



# Important Information

This information is for Commonwealth of Virginia use only. Not for further distribution.

## Rates

Rates are for illustrative purposes only and are based on case information provided as of the date of this proposal. Any change in the case data could result in a change in rates, plan design, or inability to offer a program. Final rates to be agreed upon between Genworth Life Insurance Company and the proposed Group Policyholder.

# Quotation Summary

## Commonwealth of Virginia Employee Options

|                         |   |
|-------------------------|---|
| Effective Date          | February 01, 2019   |
| Situs State             | Virginia  |
| Partnership Qualified   | Yes   |
| Plan(s) Quoted          | 2 Year<br>3 Year<br>4 Year  |
| Monthly Benefits Quoted | \$3,000 Monthly Nursing Facility Maximum<br>\$4,500 Monthly Nursing Facility Maximum<br>\$6,000 Monthly Nursing Facility Maximum  |
| Nonforfeiture Benefit   | The optional Nonforfeiture Benefit maintains some coverage even if the Insured stops paying premiums. This Benefit may be made available to the applicant at an additional cost of 12%. |
| Elimination Period      | 90 Calendar Days  |
| Proposal/Offer Valid    | 90 days from date of proposal   |

**Census Information** Our premium quotation is based on the census received from Commonwealth of Virginia. We reserve the right to recalculate rates prior to the enrollment campaign based on changes to the census demographics or plan design.

# Monthly Premium Rate Tables

## Commonwealth of Virginia

| Genworth Voluntary Group Long-Term Care Insurance |         |         |          |         |                                    |          |         |          |          |
|---|---------|---------|----------|---------|------------------------------------|----------|---------|----------|----------|
| Monthly Premiums                                  |         |         |          |         |                                    |          |         |          |          |
| Total Benefit Amount: 2 Years                     |         |         |          |         | Nonforfeiture: Not Included        |          |         |          |          |
| Elimination Period: 90 Calendar Days              |         |         |          |         | 50% Home Health Care Reimbursement |          |         |          |          |
| Situs State: VA                                   |         |         |          |         | Informal Care: Included            |          |         |          |          |
| Policy Effective Date: 12/1/2019                  |         |         |          |         |                                    |          |         |          |          |
| Monthly Benefit:                                  | \$3,000 | \$4,500 | \$6,000  | \$3,000 | \$4,500                            | \$6,000  | \$3,000 | \$4,500  | \$6,000  |
| Inflation:  | FPO     | FPO     | FPO      | 3%C     | 3%C                                | 3%C      | 5%C     | 5%C      | 5%C      |
| Age   |         |         |          |         |                                    |          |         |          |          |
| 30  | 30.25   | 45.37   | 60.49    | 66.41   | 99.61                              | 132.81   | 106.50  | 159.75   | 213.01   |
| 31  | 30.40   | 45.60   | 60.79    | 67.04   | 100.56                             | 134.08   | 107.59  | 161.39   | 215.19   |
| 32  | 30.55   | 45.82   | 61.10    | 67.67   | 101.50                             | 135.34   | 108.70  | 163.05   | 217.40   |
| 33  | 30.71   | 46.07   | 61.43    | 68.31   | 102.47                             | 136.63   | 109.79  | 164.68   | 219.58   |
| 34  | 30.86   | 46.30   | 61.73    | 68.95   | 103.42                             | 137.89   | 110.89  | 166.34   | 221.79   |
| 35  | 31.02   | 46.52   | 62.03    | 69.58   | 104.37                             | 139.15   | 113.03  | 169.54   | 226.05   |
| 36  | 31.65   | 47.47   | 63.30    | 71.33   | 106.99                             | 142.65   | 115.91  | 173.86   | 231.82   |
| 37  | 32.28   | 48.42   | 64.56    | 73.08   | 109.61                             | 146.15   | 118.80  | 178.21   | 237.61   |
| 38  | 32.91   | 49.37   | 65.83    | 74.83   | 112.24                             | 149.65   | 121.69  | 182.53   | 243.37   |
| 39  | 33.55   | 50.32   | 67.09    | 76.58   | 114.86                             | 153.15   | 124.58  | 186.87   | 249.17   |
| 40  | 33.83   | 50.74   | 67.66    | 78.31   | 117.47                             | 156.63   | 127.43  | 191.15   | 254.87   |
| 41  | 34.20   | 51.29   | 68.39    | 79.46   | 119.19                             | 158.92   | 129.32  | 193.98   | 258.65   |
| 42  | 34.56   | 51.85   | 69.13    | 80.59   | 120.89                             | 161.18   | 131.21  | 196.82   | 262.42   |
| 43  | 34.92   | 52.38   | 69.84    | 81.73   | 122.60                             | 163.47   | 133.09  | 199.63   | 266.18   |
| 44  | 35.28   | 52.93   | 70.57    | 82.87   | 124.30                             | 165.73   | 134.98  | 202.47   | 269.95   |
| 45  | 35.65   | 53.48   | 71.30    | 84.80   | 127.20                             | 169.61   | 138.12  | 207.18   | 276.24   |
| 46  | 37.34   | 56.01   | 74.68    | 86.57   | 129.85                             | 173.14   | 141.11  | 211.67   | 282.22   |
| 47  | 39.03   | 58.54   | 78.05    | 88.33   | 132.50                             | 176.67   | 144.10  | 216.15   | 288.20   |
| 48  | 40.71   | 61.07   | 81.43    | 90.10   | 135.15                             | 180.20   | 147.11  | 220.66   | 294.21   |
| 49  | 42.40   | 63.60   | 84.80    | 91.87   | 137.80                             | 183.73   | 150.10  | 225.14   | 300.19   |
| 50  | 44.30   | 66.45   | 88.60    | 96.36   | 144.53                             | 192.71   | 158.16  | 237.25   | 316.33   |
| 51  | 47.17   | 70.76   | 94.34    | 98.23   | 147.34                             | 196.46   | 162.16  | 243.24   | 324.32   |
| 52  | 50.04   | 75.06   | 100.09   | 100.10  | 150.15                             | 200.20   | 166.14  | 249.21   | 332.28   |
| 53  | 52.90   | 79.35   | 105.80   | 101.99  | 152.98                             | 203.97   | 170.14  | 255.21   | 340.28   |
| 54  | 55.77   | 83.66   | 111.54   | 103.86  | 155.79                             | 207.71   | 174.12  | 261.18   | 348.24   |
| 55  | 58.53   | 87.79   | 117.06   | 110.09  | 165.14                             | 220.19   | 181.28  | 271.92   | 362.57   |
| 56  | 63.84   | 95.75   | 127.67   | 118.29  | 177.43                             | 236.58   | 187.57  | 281.36   | 375.14   |
| 57  | 69.16   | 103.74  | 138.32   | 126.48  | 189.73                             | 252.97   | 193.86  | 290.79   | 387.72   |
| 58  | 74.47   | 111.70  | 148.93   | 134.67  | 202.00                             | 269.33   | 200.13  | 300.20   | 400.27   |
| 59  | 79.79   | 119.68  | 159.58   | 142.86  | 214.29                             | 285.72   | 206.42  | 309.63   | 412.84   |
| 60  | 85.44   | 128.16  | 170.88   | 149.90  | 224.84                             | 299.79   | 214.29  | 321.43   | 428.58   |
| 61  | 93.37   | 140.06  | 186.75   | 162.15  | 243.23                             | 324.30   | 226.01  | 339.02   | 452.03   |
| 62  | 101.31  | 151.96  | 202.61   | 174.40  | 261.61                             | 348.81   | 237.75  | 356.63   | 475.51   |
| 63  | 109.24  | 163.86  | 218.48   | 186.65  | 279.97                             | 373.29   | 249.48  | 374.22   | 498.96   |
| 64  | 117.17  | 175.76  | 234.34   | 198.90  | 298.35                             | 397.80   | 261.22  | 391.83   | 522.44   |
| 65  | 126.26  | 189.39  | 252.53   | 211.71  | 317.57                             | 423.43   | 267.09  | 400.63   | 534.18   |
| 66  | 140.62  | 210.92  | 281.23   | 225.32  | 337.98                             | 450.64   | 282.50  | 423.75   | 565.00   |
| 67  | 154.97  | 232.45  | 309.94   | 238.92  | 358.38                             | 477.84   | 297.93  | 446.89   | 595.86   |
| 68  | 169.32  | 253.98  | 338.65   | 252.51  | 378.77                             | 505.02   | 313.34  | 470.01   | 626.68   |
| 69  | 183.68  | 275.51  | 367.35   | 266.12  | 399.17                             | 532.23   | 328.77  | 493.15   | 657.54   |
| 70  | 198.94  | 298.41  | 397.88   | 278.49  | 417.73                             | 556.97   | 341.16  | 511.74   | 682.32   |
| 71  | 221.68  | 332.52  | 443.36   | 308.37  | 462.55                             | 616.73   | 384.92  | 577.38   | 769.84   |
| 72  | 244.40  | 366.61  | 488.81   | 338.24  | 507.37                             | 676.49   | 428.70  | 643.04   | 857.39   |
| 73  | 267.15  | 400.72  | 534.29   | 368.14  | 552.20                             | 736.27   | 472.46  | 708.68   | 944.91   |
| 74  | 289.87  | 434.81  | 579.74   | 398.01  | 597.02                             | 796.03   | 516.23  | 774.35   | 1,032.46 |
| 75  | 315.47  | 473.20  | 630.93   | 423.55  | 635.32                             | 847.10   | 554.31  | 831.46   | 1,108.61 |
| 76  | 362.78  | 544.17  | 725.56   | 478.61  | 717.92                             | 957.22   | 620.82  | 931.23   | 1,241.64 |
| 77  | 410.10  | 615.16  | 820.21   | 533.67  | 800.51                             | 1,067.35 | 687.34  | 1,031.00 | 1,374.67 |
| 78  | 457.42  | 686.12  | 914.83   | 588.74  | 883.10                             | 1,177.47 | 753.87  | 1,130.80 | 1,507.73 |
| 79  | 504.74  | 757.11  | 1,009.48 | 643.80  | 965.70                             | 1,287.59 | 820.38  | 1,230.57 | 1,640.76 |

Legend: Future Purchase Option, Automatic 3% Increase for Life - Compound, Automatic 5% Increase for Life - Compound.

# Monthly Premium Rate Tables

## Commonwealth of Virginia

### Genworth Group Long-Term Care Insurance

#### Monthly Premiums

Total Benefit Amount: 3 Years

Elimination Period: 90 Calendar Days

Situs State: VA

Policy Effective Date: 12/1/2019

Nonforfeiture: Not Included  
50% Home Health Care Reimbursement  
Informal Care: Included

| Monthly Benefit: | \$3,000 | \$4,500  | \$6,000  | \$3,000 | \$4,500  | \$6,000  | \$3,000  | \$4,500  | \$6,000  |
|------------------|---------|----------|----------|---------|----------|----------|----------|----------|----------|
| Inflation:       | FPO     | FPO      | FPO      | 3%C     | 3%C      | 3%C      | 5%C      | 5%C      | 5%C      |
| Age              |         |          |          |         |          |          |          |          |          |
| 30               | 36.55   | 54.82    | 73.09    | 80.68   | 121.02   | 161.36   | 129.35   | 194.03   | 258.70   |
| 31               | 36.60   | 54.90    | 73.20    | 81.37   | 122.05   | 162.73   | 130.56   | 195.84   | 261.11   |
| 32               | 36.64   | 54.97    | 73.29    | 82.06   | 123.10   | 164.13   | 131.78   | 197.67   | 263.55   |
| 33               | 36.70   | 55.05    | 73.40    | 82.75   | 124.13   | 165.50   | 132.98   | 199.48   | 265.97   |
| 34               | 36.74   | 55.11    | 73.48    | 83.45   | 125.17   | 166.90   | 134.20   | 201.31   | 268.41   |
| 35               | 36.80   | 55.19    | 73.59    | 84.53   | 126.80   | 169.06   | 137.28   | 205.92   | 274.56   |
| 36               | 37.30   | 55.96    | 74.61    | 85.59   | 128.39   | 171.18   | 139.48   | 209.22   | 278.96   |
| 37               | 37.81   | 56.72    | 75.63    | 86.64   | 129.96   | 173.27   | 141.69   | 212.54   | 283.39   |
| 38               | 38.31   | 57.47    | 76.62    | 87.70   | 131.54   | 175.39   | 143.89   | 215.84   | 287.79   |
| 39               | 38.82   | 58.23    | 77.64    | 88.74   | 133.11   | 177.49   | 146.11   | 219.16   | 292.21   |
| 40               | 39.33   | 58.99    | 78.66    | 90.63   | 135.94   | 181.25   | 148.93   | 223.40   | 297.86   |
| 41               | 39.52   | 59.28    | 79.05    | 90.97   | 136.46   | 181.95   | 149.98   | 224.97   | 299.96   |
| 42               | 39.72   | 59.57    | 79.43    | 91.32   | 136.98   | 182.64   | 151.02   | 226.52   | 302.03   |
| 43               | 39.92   | 59.88    | 79.84    | 91.68   | 137.52   | 183.36   | 152.06   | 228.10   | 304.13   |
| 44               | 40.12   | 60.17    | 80.23    | 92.03   | 138.04   | 184.06   | 153.10   | 229.65   | 306.20   |
| 45               | 40.31   | 60.46    | 80.62    | 93.23   | 139.85   | 186.46   | 155.54   | 233.31   | 311.08   |
| 46               | 42.04   | 63.07    | 84.09    | 95.51   | 143.27   | 191.02   | 158.66   | 237.99   | 317.32   |
| 47               | 43.78   | 65.67    | 87.56    | 97.79   | 146.69   | 195.58   | 161.78   | 242.67   | 323.55   |
| 48               | 45.52   | 68.27    | 91.03    | 100.06  | 150.08   | 200.11   | 164.91   | 247.37   | 329.82   |
| 49               | 47.25   | 70.88    | 94.50    | 102.34  | 153.50   | 204.67   | 168.03   | 252.05   | 336.06   |
| 50               | 50.41   | 75.61    | 100.82   | 107.58  | 161.37   | 215.16   | 176.69   | 265.03   | 353.37   |
| 51               | 53.56   | 80.33    | 107.11   | 110.19  | 165.28   | 220.37   | 181.21   | 271.82   | 362.43   |
| 52               | 56.70   | 85.05    | 113.41   | 112.81  | 169.21   | 225.62   | 185.74   | 278.62   | 371.49   |
| 53               | 59.86   | 89.80    | 119.73   | 115.42  | 173.12   | 230.83   | 190.27   | 285.41   | 380.55   |
| 54               | 63.01   | 94.52    | 126.02   | 118.04  | 177.06   | 236.08   | 194.80   | 292.20   | 389.60   |
| 55               | 68.01   | 102.02   | 136.03   | 124.99  | 187.49   | 249.99   | 203.68   | 305.52   | 407.37   |
| 56               | 74.05   | 111.07   | 148.09   | 133.79  | 200.68   | 267.58   | 211.81   | 317.71   | 423.61   |
| 57               | 80.07   | 120.10   | 160.13   | 142.57  | 213.85   | 285.14   | 219.93   | 329.90   | 439.86   |
| 58               | 86.10   | 129.15   | 172.20   | 151.36  | 227.04   | 302.72   | 228.04   | 342.06   | 456.08   |
| 59               | 92.12   | 138.18   | 184.24   | 160.14  | 240.21   | 320.29   | 236.17   | 354.25   | 472.33   |
| 60               | 99.97   | 149.96   | 199.94   | 171.23  | 256.85   | 342.47   | 246.37   | 369.56   | 492.75   |
| 61               | 111.71  | 167.57   | 223.43   | 186.73  | 280.10   | 373.46   | 264.92   | 397.39   | 529.85   |
| 62               | 123.44  | 185.16   | 246.88   | 202.23  | 303.34   | 404.46   | 283.47   | 425.21   | 566.95   |
| 63               | 135.18  | 202.77   | 270.36   | 217.73  | 326.59   | 435.45   | 302.03   | 453.04   | 604.05   |
| 64               | 146.91  | 220.36   | 293.82   | 233.22  | 349.84   | 466.45   | 320.58   | 480.86   | 641.15   |
| 65               | 160.78  | 241.18   | 321.57   | 249.79  | 374.69   | 499.59   | 334.82   | 502.22   | 669.63   |
| 66               | 179.71  | 269.56   | 359.42   | 270.67  | 406.00   | 541.34   | 359.01   | 538.52   | 718.02   |
| 67               | 198.63  | 297.95   | 397.27   | 291.54  | 437.32   | 583.09   | 383.22   | 574.83   | 766.44   |
| 68               | 217.56  | 326.34   | 435.11   | 312.40  | 468.61   | 624.81   | 407.42   | 611.12   | 814.83   |
| 69               | 236.48  | 354.72   | 472.96   | 333.28  | 499.92   | 666.56   | 431.63   | 647.44   | 863.25   |
| 70               | 254.28  | 381.41   | 508.55   | 349.59  | 524.39   | 699.19   | 448.00   | 671.99   | 895.99   |
| 71               | 288.08  | 432.12   | 576.16   | 392.28  | 588.42   | 784.56   | 509.04   | 763.56   | 1,018.08 |
| 72               | 321.88  | 482.82   | 643.76   | 434.96  | 652.45   | 869.93   | 570.09   | 855.13   | 1,140.18 |
| 73               | 355.70  | 533.55   | 711.40   | 477.65  | 716.47   | 955.30   | 631.15   | 946.72   | 1,262.30 |
| 74               | 389.50  | 584.25   | 779.00   | 520.33  | 780.50   | 1,040.67 | 692.19   | 1,038.29 | 1,384.39 |
| 75               | 425.19  | 637.78   | 850.37   | 563.02  | 844.53   | 1,126.04 | 743.37   | 1,115.06 | 1,486.75 |
| 76               | 488.97  | 733.46   | 977.94   | 636.22  | 954.32   | 1,272.43 | 832.58   | 1,248.87 | 1,665.16 |
| 77               | 552.74  | 829.11   | 1,105.48 | 709.41  | 1,064.12 | 1,418.82 | 921.78   | 1,382.68 | 1,843.57 |
| 78               | 616.52  | 924.78   | 1,233.05 | 782.59  | 1,173.89 | 1,565.19 | 1,010.98 | 1,516.46 | 2,021.95 |
| 79               | 680.29  | 1,020.44 | 1,360.58 | 855.79  | 1,283.69 | 1,711.58 | 1,100.18 | 1,650.27 | 2,200.36 |

Legend: Future Purchase Option, Automatic 3% Increase for Life - Compound, Automatic 5% Increase for Life - Compound.

# Monthly Premium Rate Tables

## Commonwealth of Virginia

| Genworth Voluntary Group Long-Term Care Insurance |         |          |          |         |                                    |          |          |          |          |
|---|---------|----------|----------|---------|------------------------------------|----------|----------|----------|----------|
| Monthly Premiums                                  |         |          |          |         |                                    |          |          |          |          |
| Total Benefit Amount: 4 Years                     |         |          |          |         | Nonforfeiture: Not Included        |          |          |          |          |
| Elimination Period: 90 Calendar Days              |         |          |          |         | 50% Home Health Care Reimbursement |          |          |          |          |
| Situs State: VA                                   |         |          |          |         | Informal Care: Included            |          |          |          |          |
| Policy Effective Date: 12/1/2019                  |         |          |          |         |                                    |          |          |          |          |
| Monthly Benefit:                                  | \$3,000 | \$4,500  | \$6,000  | \$3,000 | \$4,500                            | \$6,000  | \$3,000  | \$4,500  | \$6,000  |
| Inflation:  | FPO     | FPO      | FPO      | 3%C     | 3%C                                | 3%C      | 5%C      | 5%C      | 5%C      |
| Age   |         |          |          |         |                                    |          |          |          |          |
| 30  | 39.20   | 58.81    | 78.41    | 89.64   | 134.46                             | 179.28   | 145.36   | 218.03   | 290.71   |
| 31  | 39.42   | 59.14    | 78.85    | 90.51   | 135.77                             | 181.03   | 146.85   | 220.28   | 293.70   |
| 32  | 39.66   | 59.49    | 79.32    | 91.39   | 137.08                             | 182.77   | 148.35   | 222.52   | 296.69   |
| 33  | 39.88   | 59.82    | 79.76    | 92.27   | 138.41                             | 184.54   | 149.84   | 224.76   | 299.68   |
| 34  | 40.12   | 60.17    | 80.23    | 93.14   | 139.71                             | 186.29   | 151.34   | 227.01   | 302.67   |
| 35  | 40.53   | 60.79    | 81.06    | 94.46   | 141.69                             | 188.92   | 154.95   | 232.42   | 309.89   |
| 36  | 41.21   | 61.81    | 82.42    | 96.00   | 144.00                             | 192.00   | 157.63   | 236.45   | 315.27   |
| 37  | 41.89   | 62.83    | 83.78    | 97.54   | 146.31                             | 195.08   | 160.33   | 240.50   | 320.67   |
| 38  | 42.55   | 63.83    | 85.11    | 99.07   | 148.60                             | 198.13   | 163.02   | 244.53   | 326.04   |
| 39  | 43.24   | 64.85    | 86.47    | 100.61  | 150.91                             | 201.22   | 165.72   | 248.59   | 331.45   |
| 40  | 43.47   | 65.20    | 86.93    | 103.08  | 154.63                             | 206.17   | 170.65   | 255.97   | 341.29   |
| 41  | 43.80   | 65.70    | 87.59    | 103.83  | 155.75                             | 207.67   | 172.03   | 258.04   | 344.06   |
| 42  | 44.13   | 66.19    | 88.25    | 104.57  | 156.86                             | 209.14   | 173.42   | 260.14   | 346.85   |
| 43  | 44.46   | 66.68    | 88.91    | 105.32  | 157.98                             | 210.64   | 174.81   | 262.21   | 349.61   |
| 44  | 44.79   | 67.18    | 89.57    | 106.06  | 159.09                             | 212.12   | 176.20   | 264.31   | 352.41   |
| 45  | 45.33   | 67.99    | 90.66    | 107.80  | 161.70                             | 215.60   | 179.17   | 268.76   | 358.34   |
| 46  | 47.43   | 71.14    | 94.86    | 109.96  | 164.94                             | 219.93   | 182.95   | 274.42   | 365.90   |
| 47  | 49.51   | 74.27    | 99.02    | 112.13  | 168.19                             | 224.25   | 186.72   | 280.09   | 373.45   |
| 48  | 51.61   | 77.41    | 103.22   | 114.28  | 171.42                             | 228.56   | 190.51   | 285.77   | 381.03   |
| 49  | 53.69   | 80.54    | 107.39   | 116.44  | 174.66                             | 232.88   | 194.29   | 291.44   | 388.58   |
| 50  | 56.32   | 84.48    | 112.64   | 123.11  | 184.67                             | 246.23   | 204.51   | 306.77   | 409.03   |
| 51  | 59.56   | 89.35    | 119.13   | 126.10  | 189.16                             | 252.21   | 209.72   | 314.59   | 419.45   |
| 52  | 62.81   | 94.22    | 125.62   | 129.08  | 193.62                             | 258.16   | 214.95   | 322.42   | 429.89   |
| 53  | 66.06   | 99.09    | 132.12   | 132.07  | 198.11                             | 264.14   | 220.16   | 330.23   | 440.31   |
| 54  | 69.30   | 103.96   | 138.61   | 135.05  | 202.57                             | 270.10   | 225.38   | 338.07   | 450.76   |
| 55  | 73.71   | 110.57   | 147.42   | 143.58  | 215.38                             | 287.17   | 235.58   | 353.37   | 471.16   |
| 56  | 80.32   | 120.48   | 160.64   | 153.79  | 230.69                             | 307.58   | 245.34   | 368.01   | 490.69   |
| 57  | 86.93   | 130.40   | 173.87   | 164.00  | 246.00                             | 328.00   | 255.11   | 382.66   | 510.22   |
| 58  | 93.54   | 140.32   | 187.09   | 174.21  | 261.31                             | 348.42   | 264.87   | 397.31   | 529.75   |
| 59  | 100.15  | 150.23   | 200.31   | 184.42  | 276.62                             | 368.83   | 274.64   | 411.96   | 549.28   |
| 60  | 108.12  | 162.18   | 216.24   | 195.30  | 292.96                             | 390.61   | 283.98   | 425.97   | 567.97   |
| 61  | 119.76  | 179.64   | 239.52   | 212.64  | 318.96                             | 425.28   | 302.73   | 454.09   | 605.46   |
| 62  | 131.38  | 197.08   | 262.77   | 229.98  | 344.97                             | 459.95   | 321.46   | 482.19   | 642.92   |
| 63  | 143.02  | 214.54   | 286.05   | 247.33  | 370.99                             | 494.66   | 340.20   | 510.31   | 680.41   |
| 64  | 154.65  | 231.98   | 309.30   | 264.66  | 397.00                             | 529.33   | 358.93   | 538.40   | 717.87   |
| 65  | 168.50  | 252.75   | 337.00   | 282.00  | 423.00                             | 564.00   | 373.87   | 560.81   | 747.74   |
| 66  | 190.64  | 285.95   | 381.27   | 305.49  | 458.24                             | 610.99   | 403.01   | 604.51   | 806.01   |
| 67  | 212.76  | 319.14   | 425.52   | 329.00  | 493.50                             | 658.00   | 432.14   | 648.21   | 864.28   |
| 68  | 234.89  | 352.34   | 469.79   | 352.49  | 528.74                             | 704.98   | 461.27   | 691.91   | 922.55   |
| 69  | 257.02  | 385.53   | 514.04   | 376.00  | 563.99                             | 751.99   | 490.41   | 735.61   | 980.82   |
| 70  | 275.50  | 413.25   | 551.00   | 394.39  | 591.58                             | 788.78   | 511.16   | 766.75   | 1,022.33 |
| 71  | 311.12  | 466.68   | 622.24   | 443.16  | 664.74                             | 886.32   | 577.80   | 866.70   | 1,155.60 |
| 72  | 346.76  | 520.14   | 693.52   | 491.93  | 737.89                             | 983.86   | 644.44   | 966.66   | 1,288.88 |
| 73  | 382.38  | 573.57   | 764.76   | 540.69  | 811.03                             | 1,081.37 | 711.09   | 1,066.64 | 1,422.19 |
| 74  | 418.02  | 627.03   | 836.04   | 589.46  | 884.18                             | 1,178.91 | 777.73   | 1,166.60 | 1,555.46 |
| 75  | 459.67  | 689.50   | 919.33   | 634.47  | 951.70                             | 1,268.94 | 847.34   | 1,271.00 | 1,694.67 |
| 76  | 533.44  | 800.16   | 1,066.88 | 725.32  | 1,087.99                           | 1,450.65 | 962.57   | 1,443.86 | 1,925.14 |
| 77  | 607.22  | 910.83   | 1,214.43 | 816.18  | 1,224.27                           | 1,632.36 | 1,077.81 | 1,616.71 | 2,155.81 |
| 78  | 680.98  | 1,021.47 | 1,361.96 | 907.05  | 1,360.57                           | 1,814.09 | 1,193.04 | 1,789.56 | 2,386.08 |
| 79  | 754.75  | 1,132.13 | 1,509.51 | 997.90  | 1,496.85                           | 1,995.80 | 1,308.28 | 1,962.42 | 2,616.55 |

Legend: Future Purchase Option, Automatic 3% Increase for Life - Compound, Automatic 5% Increase for Life - Compound.



VIRGINIA RETIREMENT SYSTEM  
P.O. Box 2500  
Richmond, VA 23218-2500

## Commonwealth of Virginia Voluntary Group Long Term Care Insurance Program Employer Adoption Agreement

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THIS AGREEMENT (the "Agreement"), executed this [insert date] \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, is by and between [insert Locality, School Division, or Other Political Subdivision] \_\_\_\_\_ (the "Employer") and the Virginia Retirement System (the "Plan Sponsor") (hereinafter collectively referred to as the "Parties").

### WITNESSETH

WHEREAS, the Commonwealth of Virginia has established, and the Plan Sponsor is responsible for, the Commonwealth of Virginia Voluntary Group Long Term Care Insurance Program (the "Plan") in which employees of local governments, local officers, and teachers, as defined in § 51.1-513.3 of the *Code of Virginia* (the "*Code*"), as amended, may participate; and

WHEREAS, pursuant to the same section of the *Code*, the Employer desires to enter into this Agreement with the Plan Sponsor to permit participation in the Plan by its eligible employees; and

WHEREAS, the official entering into this Agreement is duly authorized on behalf of the Employer's governing body.

NOW, THEREFORE, in consideration of the premises herein, the Parties agree as follows:

- 1) The Plan Sponsor represents and warrants to the Employer that it will comply with all applicable laws affecting the Plan.
- 2) The Plan Sponsor represents to the Employer that it will provide sufficient services to administer the Plan and to appropriately respond to inquiries by employees and participants.
- 3) The Employer acknowledges and agrees to the terms and conditions established in the Plan.
- 4) The Employer agrees to provide the Plan Sponsor's selected long term care insurance carrier with a mail file of all active employees, in the format provided by the insurance carrier.

- 5) When requested by the Plan Sponsor or the insurance carrier, the Employer agrees to permit the Plan Sponsor's selected long term care insurance carrier to conduct group and individual meetings for the purpose of explaining the Plan or enrolling employees on the Employer's premises during normal working hours subject to such reasonable restrictions that the Employer communicates in writing to the Plan Sponsor and that are accepted by the Plan Sponsor.
  
- 6) This Agreement may be amended from time to time by written agreement between the Plan Sponsor and the Employer.
  
- 7) The term of this Agreement shall be for three years beginning on the date of its execution, and thereafter may be terminated by either party upon 60 days written notice to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, intending to be bound thereby.

**Employer**

**Virginia Retirement System**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

## MEMORANDUM

TO: Mayor and Town Council for the Town of Onancock  
FROM: Bill Kerbin, Town Manager  
SUBJECT: Water and Sewer Bill for the Friends of Onancock School  
DATE: April 22, 2019

While reading the water meter in March, 2019, Public Works staff determined that there was a leak at 6 College Avenue which would result in a bill. The total usage was 1,333,520 gallons. Based on an investigation, it was determined that a leaky toilet had caused the large usage. If billed, the total sewer and water bill would be approximately \$34,000.

Based on Section 7 of lease agreement between the Town and FOS, the first 43,100 gallons of water and sewer is not charged. However, the lease states that if FOS uses more than 43,100 gallons, FOS will pay for such excess at the applicable rates. The total gallons billed was 1,290,420 gallons per this lease provision. The maintenance section of the lease states that "after any new improvements have been made to the premises, FOS will maintain the Premises in good order and repair."

Section 21-45 (4) of the Town Code states that "in no case shall the Town Manager approve an adjustment to water or sewer usage charges for abnormal water usage attributable to leaky toilets." The town has denied other resident's requests for adjustments to their sewer and water bills for leaky toilets.

Here are some potential options for you to consider:

- (1) Forgive the entire amount of the bill since the town is the landlord and ultimate responsibility for the payment of the bill is the landlord under the Town Code.
- (2) Forgive the sewer portion but the FOS would still pay the remainder of the water portion of the bill. Provide an opportunity to set up a payment plan to pay off the bill.
- (3) Decide not to provide any forgiveness for any portion of the bill. Provide an opportunity to set up a payment plan to pay off the bill and explore offering assistance with the payment of the bill through a grant or a loan. The total sewer and water bill is approximately \$34,000.

In addition, school staff plans to require tenants to sign a landlord/tenant agreement holding the tenant responsible for negligent water usage in their respective rentals. I would strongly recommend that these agreements be incorporated into the rental agreements between FOS and their tenants.

I have attached the lease agreement, the sewer and water adjustment policy, and the applicable Town Code section for your review.



10. Properties having a private sewage system at present will be permitted to maintain the existing private sewage system, but not to replace same if town sewage is available or will be made available or will be made available to property line by town at town's expense. When replacement becomes necessary, property must connect to town sewage system, if available.

11. If town sewage is available at property line or will be made available by the town at town's expense, all new sewage must be connected to town sewage system.

12. No property presently connected to the town sewage system will be permitted to disconnect from town sewage to use a private sewage system.

13. Cross-connections between the town water system and other systems containing water or other substances are prohibited; likewise, cross-connections between the town sewage system and other systems containing sewage or other substances are prohibited. Only authorized town employees shall make any connections or disconnections with the main or distribution pipes of the town's water and sewage systems. Violation of this section shall be punishable by a fine of not less than \$25.00 nor more than \$100.00.

14. Any property containing four or more apartments either hereafter erected or converted must have public water service and public sewage service extended to said property and connected, said extension and connection at the property owner's expense.

15. All subdivisions shall comply with the provisions of the subdivision ordinance of the Town of Onancock with respect to water and sewage facilities as same may be adopted and amended from time to time.

#### Sec. 12-46 Water and Sewer Billing Adjustment Policy

The following, as adopted by the Onancock Town Council in meeting of May 12, 1997, shall apply to adjustment of unusually high water and sewer billings resulting from water leaks or other circumstances causing abnormally high water usage:

1. All requests for adjustment must be made in writing to the Town Manager within ten (10) days after billing date; a waiver of said ten-day period may be made by Town Manager for good cause shown.

2. The Town is responsible for maintenance of water lines only up to and including the water meter.

3. In the case of a leak occurring in the service line between the water meter and the building the meter serves, the Town Manager may approve adjustment of the sewer usage charge if, in addition to the following conditions, it has been demonstrated the leaking water has not entered the sewer system. The Town Manager may approve adjustment of the water usage charge in such cases subject to the following conditions having been satisfied:

A.) The request for adjustment is made in writing within (10) days after the billing date; a waiver of said ten-day period may be made by Town Manager for good cause shown;

B.) A licensed plumber has certified in writing that said leak was repaired immediately upon detection of abnormal water usage;

C.) Such adjustments of water usage shall not exceed one-half the difference between average water usage for the preceding twelve (12) month period and the abnormally high water usage resulting from the leak;

D.) In no case shall there be more than one (1) such adjustment in any twelve-month period.

4. In no case shall the Town Manager approve an adjustment to water or sewer usage charges for abnormal water usage attributable to faulty toilets, leaking faucets, or other interior plumbing facilities (pipes, water heaters, furnaces, etc.) within the building the water meter serves.

5. In the case of abnormal water usage resulting from exterior hose connections, the Town Manager may adjust the sewer usage charge only, subject to the following conditions:

A.) A written request for such adjustment is made within ten (10) days of the billing date; a waiver of said ten-day period may be made by Town Manager for good cause shown;

B.) Such written request states the nature of the problem with the outside hose connection and certifies that such problems have been corrected;

C.) In no case shall there be more than one (1) such adjustment within a twelve-month period.

6. In no case shall the Town Manager approve an adjustment for abnormal water usage which has not, or cannot, be explained.

7. The implicit burden of proof for adjustment of water and/or sewer usage charges resulting from abnormal water usage pursuant to these policies rests with the consumer, not the Town of Onancock. Failure to act in accordance with these policies or to meet the conditions as stated herein will result in a refusal by the Town Manager of an adjustment. However, any decision made by the Town Manager may be appealed to the Town Council.

Prepared by and Return to:

Laura R. Lucas, Esquire  
McGuireWoods LLP  
9000 World Trade Center  
101 West Main Street  
Norfolk, Virginia 23510

Tax Map No. 085A2A000008900

## LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is made as of August 27, 2007 between the **TOWN OF ONANCOCK, VIRGINIA** (the "**Town**") and **FRIENDS OF ONANCOCK SCHOOL**, a Virginia non-stock, non-profit corporation ("**FOS**").

## RECITALS

The Town is the owner of the parcel of real property located on College Avenue in the Town, more particularly described on **Exhibit A** attached hereto (the "**Land**"). The building known as the Onancock School (the "**School**"), and other buildings (collectively, the "**Improvements**") are located on the Land. The Land and the Improvements are referred to as the "**Premises**".

The Town has determined that general community opinion strongly favors the use of the Premises for use as a community and cultural campus.

FOS was formed by a group of concerned citizens to promote the use of the Premises as a community and cultural campus, and desires to undertake the restoration and development of the Premises so that they may be used for community purposes.

The Town and FOS now wish to enter into this Lease whereby the Town will lease the Premises to FOS.

## AGREEMENT

1. **Lease; Term.** The Town agrees to lease the Premises to FOS for a period of forty (40) years, beginning August 27, 2007.

2. **Rental.** FOS agrees to pay rent to the Town in the amount of One Dollar (\$1.00) per year, payable in full on the date of this Lease.

3. **Use of Premises.** FOS will use the Premises for community purposes as a non-profit community and cultural campus, including both indoor and outdoor spaces for educational, social, recreational, artistic, cultural, athletic and other community activities. By way of illustration, and not by way of limitation, portions of the Premises may be used as meeting space for community groups, classrooms, studio and exhibition space for artists, rehearsal space for performing artists, auditorium space for performances, athletic fields and courts, field houses for athletic activities, and facilities to support the activities of FOS. FOS agrees not to limit the activities on the Premises to one type, but to provide various artistic, athletic, educational and entertainment opportunities. FOS may operate a gift shop on the Premises to raise funds for its programs and activities. FOS may allow Persons who use the Premises to charge for their goods and services; for example, by way of illustration and not limitation, a painter may sell paintings and a ballet teacher may charge for classes. "Person" means an individual, corporation, limited liability company, partnership or other legal entity. FOS will allow members of the community access to the Premises for legitimate casual activities such as walking, bird watching and similar activities typically associated with residential neighborhood parks, provided that such activities do not interfere with scheduled activities of FOS on the Premises.

4. **Rehabilitation and Development.** FOS will use its best efforts to rehabilitate and develop the Premises to be used in accordance with the provisions of Section 3 above. The Town agrees that FOS may make such improvements and alterations to the Premises as may be necessary to accomplish its purposes, provided that FOS agrees that it will preserve the architectural and structural integrity of the exterior of the School, and it will not construct or permit construction of a new building on the Land, without first obtaining the written consent of the Town for the location of such building and the approval of the Town of the appearance of such building. FOS agrees to accomplish the following within the specified timeframe:

(a) Before the first anniversary of this Lease:

(1) Commence stabilization of the School, including, but not limited to, repair where mud incursion has occurred, and repair of the roof, columns and woodwork;

(2) Develop a funding plan including grants, capital campaigns, pledge drives, cultivation events, sales, a schedule of fees and rental charges and an impletation schedule for the funding plan;

(3) Complete two cultivation events;

(4) Complete one major fund-raising event;

(5) Rent space to at least two anchor tenants; and

(6) Apply for and diligently pursue 501(c)(3) status under the Internal Revenue Code.

(b) Before the fifth anniversary of this Lease:

- (1) Have 50% of the available space (interior and exterior) in use;
- (2) Create two annual special events to be held on an ongoing basis;
- (3) Have adaptive rehabilitation in progress;
- (4) Have funding sources in place which are sufficient to pay operating expenses; and
- (5) Maintain ongoing fund-raising efforts.

(c) Before the tenth anniversary of this Lease:

- (1) Complete the major adaptive rehabilitation projects;
- (2) Have rents, fees and fund-raising proceeds sufficient to support School activities;
- (3) Have 75% of the available space (interior and exterior) in use; and
- (4) Have on-going annual events.

5. **Maintenance.** FOS will care for and maintain the School in a condition as good as that existing on the date of this Lease. FOS will cut the grass and otherwise care for the Premises. After the rehabilitation of the School and any other buildings has been completed, and after any new Improvements have been made to the Premises, FOS will maintain the Premises in good order and repair.

6. **Insurance.**

(a) Hazard Insurance. The Town agrees to insure the Premises against loss or damage by fire, water, wind and all other causes included within the term "extended coverage" as is available from insurance companies licensed to do business in Virginia, in an amount equal to the replacement value of the Improvements, as that may change from time to time. The Town will maintain such hazard insurance until FOS is financially able to pay for it. FOS will use its best efforts to be in a position to pay for hazard insurance by the date that is five years after the date of this Lease. If at such time, FOS is not able to pay for such hazard insurance, the Town and FOS agree to negotiate in good faith to determine an equitable allocation of the hazard insurance cost.

(b) Liability Insurance. FOS shall maintain for its own and the Town's protection, and at its own expense, a comprehensive public liability insurance policy to the extent of at least \$2,000,000.00 coverage for bodily injury and at least \$500,000.00

coverage for property damage, a copy of which policy shall be furnished to the Town, including evidence of the payment of annual premiums therefor.

(c) No Insurer. FOS and the Town hereby agree that the Town is not an insurer of FOS or its property and, except to the extent required by law, the Town shall not be liable to FOS for any bodily injury or for any damage to FOS's property located on or about the Premises caused by wind, fire, water, vandalism, or other casualty, provided, that nothing in this Section 6(c) shall affect the obligation of the Town to provide insurance as provided in Section 6(a).

7. **Utilities.** The Town will provide FOS with sewer and water up to 43,100 gallons per quarter, at no charge, during the term of this Lease. If FOS uses more than 43,100 gallons of water and sewer in any quarter, FOS will pay for such excess at applicable rates. The Town will provide electricity and heat for the School for one year from the date of execution of this Lease. The Town agrees that FOS may, at its own expense, have a well drilled on the Land, for non-potable use only.

8. **Signs.** FOS may erect such signs on the Premises as may be in compliance with applicable laws, regulations and ordinances.

9. **Taxes.** FOS may apply to the Town for tax-exempt status, which application the Town will diligently consider.

10. **Assignment and Subletting.** FOS agrees not to assign this Lease in its entirety to any other Person. FOS may sublease portions of the Land and/or the Improvements to other Persons provided that such Persons are subject to the terms of this Lease and either (a) such Persons are non-profit entities, (b) such Persons provide educational, social, recreational, artistic, cultural, athletic and other community services for profit, consistent with Section 3 of this Lease, or (c) such Persons provide other goods or services which would be allowed by the zoning laws applicable to the Premises.

11. **Inspection; Reports; Reviews.**

(a) Inspection. The Town shall have the right to inspect the Premises at all reasonable times, provided that the Town will not disrupt the legitimate use of the Premises.

(b) Reports. FOS agrees to deliver a written report to the Town each year outlining the progress of FOS toward rehabilitation and development of the Premises and in obtaining financing, and describing generally the activities of FOS during the previous year. FOS will respond within thirty days to requests from the Town for information about FOS and the Premises.

(c) Reviews. Approximately on each fifth anniversary of the date of this Lease, the Town and FOS will meet to review the progress and activities of FOS. FOS will act in good faith to correct any legitimate concerns expressed by the Town in such review. The

Town and FOS will each act in good faith with respect to such discussions so that the Premises will be open and available as a community and cultural campus.

12. **Quiet Enjoyment.** Upon payment of the rent and compliance with the covenants provided herein, FOS shall have the peaceful and quiet possession, use and enjoyment of the Premises.

13. **North Street Playhouse.** FOS acknowledges that North Street Playhouse (the "**Playhouse**") and the Town have had discussions about leasing a portion of the Land to the Playhouse for the purpose of constructing a theater and related facilities thereon. If the Town and the Playhouse agree to such a lease, FOS agrees that it will release a portion of the Land (the "**Playhouse Parcel**") from the Lease so that it may be leased to the Playhouse. The Playhouse Parcel means approximately two acres of Land located at the northeast corner of the Land, and including part of the parking lot. The exact dimensions, exact location and legal description of the Playhouse Parcel will be agreed to by FOS and the Playhouse at the time the Town and the Playhouse enter into a lease. FOS and the Town shall execute such amendments to this Lease or other documents as may be necessary to evidence such an event.

14. **Parking.**

(a) Number of Spaces. FOS agrees to provide for a sufficient number of parking spaces on the Premises to comply with applicable parking requirements contained in the Town's zoning ordinance.

(b) Responsibility. Construction, maintenance and repair of any parking area on the Premises shall be the responsibility of FOS.

(c) Cross-easement. In the event the Town leases the Playhouse Parcel to the Playhouse as described in Section 13 of this Lease, FOS agrees to enter into a shared parking agreement or similar cross-easement agreement with the Playhouse, in form and substance acceptable to FOS and the Playhouse, providing that each of FOS and the Playhouse shall have access to the other's parking area from time to time.

15. **Non-smoking Facilities.** FOS agrees not to allow smoking anywhere on the Premises including inside any Improvements or on the grounds.

16. **FOS Board of Directors.** FOS agrees to provide in its Bylaws that the Town shall designate a member of Town Council and the Mayor to serve as members of the Board of Directors of FOS.

17. **Compliance with Governmental Regulations.** FOS agrees to comply with all applicable local, state and federal laws, regulations and ordinances, including, without limitation, the Americans with Disabilities Act, the Virginia Fire Safety Regulations, and the Virginia Uniform Statewide Building Code (collectively, the "**Laws**"). FOS and the Town acknowledge that the Improvements currently may not

comply with the Laws, and FOS agrees that it will comply with the Laws in performing renovations and construction, and it will use its best efforts to bring the Improvements into compliance with the Laws as work on the Premises progresses.

18. **Hazardous Materials.** FOS agrees that it will not use or store, or permit to be used or stored, on the Premises any hazardous or toxic substances or materials, except for small amounts of household cleaners and solvents used in the ordinary course of FOS's business

19. **Leasehold Encumbrances.** If FOS encumbers its leasehold interest in the Premises, such encumbrance will at all times be and remain inferior and subordinate to the covenants, conditions and obligations under this Lease and to all of the Town's rights under this Lease. Any buyer at a foreclosure sale, including any lender to FOS, shall become obligated to the Town as the tenant under this Lease.

20. **Mechanic's Liens.** FOS agrees not to cause or permit any mechanic's or similar lien to be filed against the fee of the Premises or against FOS's leasehold interest in the Premises. If such a lien is recorded, FOS agrees either to cause it to be removed, or if FOS in good faith wishes to contest such lien, FOS shall take timely action to do so at FOS's sole expense. If FOS contests such lien, FOS shall indemnify the Town and hold it harmless from all loss, cost, liability or expense arising from the lien contest. If FOS loses the lien contest, FOS shall cause such lien to be discharged and removed before any judgment is executed.

21. **Liability and Indemnification.**

(a) **No Liability of Town.** The Town shall not be liable to FOS or any other person for any loss or damage suffered during the term of this Lease on account of any defective condition or depreciation of the Premises or any building, structure or equipment on the Premises, and FOS shall assume all risks to persons or property due to latent or patent defects in the Premises and fixtures thereon.

(b) **Indemnification.** FOS shall defend, indemnify and hold harmless the Town, its officers and employees from and against all claims, loss, liability, suits and damages, including reasonable attorney's fees, caused by FOS's or its employees' or agents' negligent acts, errors or omissions or willful misconduct related to the use of the Premises, except for any claims, loss, liability, suits or damages caused by the gross negligence or willful misconduct of the Town.

22. **Default and Remedies.** Each of the following shall constitute an "Event of Default" under this Lease:

(a) **Denial of Rights.** If FOS denies the Town the exercise of any rights under this Lease or arising by law for a period of thirty (30) days after written notice from the Town to FOS;



(b) Legal Proceedings. If legal proceedings are commenced against FOS to levy upon or dispose of FOS's leasehold interest in the Premises, and such proceedings are not dismissed within thirty (30) days after commencement;

(c) Bankruptcy. If a proceeding by or against FOS is commenced with respect to bankruptcy, insolvency, assignment for the benefit of creditors or appointment of a receiver, and such proceeding is not dismissed within thirty (30) days after commencement;

(d) Illegality. If the Premises are used by FOS, or by others with the knowledge and consent of FOS, for any illegal purpose for a period of thirty (30) days after written notice from the Town to FOS;

(e) Breach of Covenants. If FOS shall breach any of its covenants or obligations under this Lease other than those breaches set forth in items (a) through (d) above, and such breach shall continue for a period of six months after written notice from the Town to FOS, during which time, FOS and the Town agree to cooperate to try to resolve any differences between them concerning this Lease; the six month period set forth herein shall not apply to the breaches set forth in (a) through (d) above, which shall be governed by the time periods set forth therein.

If an Event of Default has occurred and remains uncured after the expiration of any applicable cure period, the Town shall have the right to enter the Premises and take possession by any lawful means. In addition, the Town shall have the right to pursue a claim for damages against FOS. If FOS abandons the Premises, the Town may take possession of the Premises by any lawful means. If the Town has to resort to legal process to protect its interests as a result of FOS's breach of this Lease, FOS will be liable to the Town for its costs incurred, including reasonable attorney's fees.

No waiver of any default or forbearance by the Town shall be effective unless in writing and executed by the Town. Any forbearance by the Town in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy available to the Town.

23. **Termination.** Upon termination of this Lease, FOS shall peaceably and quietly deliver to the Town possession of the Premises and the Improvements, including fixtures, which FOS has constructed on the Premises. FOS shall retain its equipment or other personal property.

24. **No Partnership Created.** The relationship between the Town and FOS is solely that of lessor and lessee. The Town has no fiduciary relationship with FOS and nothing in this Lease is intended to create any partnership, joint venture, association or similar relationship between the Town and FOS. All agreed contractual duties between the Town and FOS are set forth herein and any other implied covenants or duties are hereby disclaimed.

25. **Governmental Immunity.** Nothing in this Lease waives any governmental immunity available to the Town under Virginia law, and nothing in this Lease waives any defenses of the parties to claims by third parties under applicable law.

26. **Memorandum of Lease.** This Lease or an executed Memorandum of this Lease shall be recorded in the Office of the Clerk of the Circuit Court for Accomack County, Virginia. The cost of recording shall be paid by FOS.

27. **Miscellaneous.**

(a) Governing Law. This Lease shall be governed by and interpreted in accordance with the law of Virginia.

(b) Amendments; Waivers. This Lease may not be amended orally, but only by a writing signed by the Town and FOS. No provision of this Lease may be waived by the Town except by a writing signed by the Town.

(c) Severability. Any provision of this Lease that is prohibited by or unenforceable under applicable law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

(d) Complete Agreement. There are no oral agreements between the parties regarding this Lease or the Premises. This Lease supersedes any prior agreements or negotiations between the parties and sets forth the entire agreement between the parties with respect to the subject matter hereof.

(e) Successors and Assigns. This Lease shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

(f) Nonwaiver of Rights. No covenant herein, nor its strict performance, nor any remedy provided for its breach shall be waived or lost by prior acquiescence of the Town in such breach.

28. **Time of the Essence.** Time is of the essence of this Lease.

29. **Notices.** All notices required to be given under this Lease shall be in writing, hand-delivered or mailed by United States certified or registered mail, postage prepaid

To the Town at: 15 North Street, Onancock, VA 23417

To FOS at: P. O. Box 467, Onancock, VA 23417

IN WITNESS WHEREOF, the Town and FOS have executed this Lease under seal as of the date first above written.

TOWN OF ONANCOCK

By: Bruce Paone (SEAL)

Name: Bruce Paone

Title: Mayor

Attest:

Susan D. Scott  
Town Manager

Commonwealth of Virginia  
County of Accomack

I certify that before me appeared this day, Bruce Paone, a person known to me, who after being sworn stated he is Mayor of the Town of Onancock, that said instrument was signed by him, and being informed of the contents thereof, acknowledged execution of the forgoing instrument on behalf of the Town of Onancock.

Witness my hand and official seal, this 4th day of September, 2007.

Karen R. Simpson Notary Public

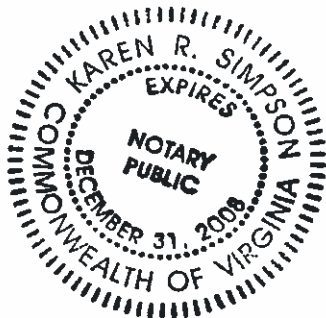
Notary Seal

Karen R. Simpson

(Printed Name of Notary)

My Commission Expires: December 31, 2008

# 100114



**FRIENDS OF ONANCOCK SCHOOL**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Commonwealth of Virginia  
County of \_\_\_\_\_

I certify that before me appeared this day, Cynthia Serini Downing, a person known to me, who after being sworn stated she is President of Friends of Onancock School, that said instrument was signed by her, and being informed of the contents thereof, acknowledged execution of the forgoing instrument on behalf of the Friends of Onancock School.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_, Notary Public

Notary Seal

\_\_\_\_\_  
(Printed Name of Notary)  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**THE LAND**



**Town Manager's Report**  
**April 22, 2019**

Harbormaster's Facility Repairs

All interior work has been completed including items from the punch list for the Boating Infrastructure grant. Improvements included new flooring, and repairs to the rollup door and restrooms.

Wharf Parking Lot

Branscome has completed the repairs to the parking lot to address standing water and this issue has been corrected.

Neighborhood Revitalization Project

The Accomack Northampton Planning District Commission (ANPDC) Board approved the Northeast Section Neighborhood Revitalization Project. This project may include demolition of vacant homes; creation of new affordable housing; rehabilitation of existing homes and installation of sidewalks. The ANPDC will provide grant writing and grant administration with this project.

Home and Garden Tour Committee

The Home and Garden Tour checklist is getting completed by Public Works staff. A couple of items remain on the list. I visited businesses to encourage them to promote this event and other upcoming town events in 2019.

Southern Living article

I received a request for photographs for an article to be published in the July, 2019 edition of Southern Living regarding best retirement towns in the South. Onancock is listed as one of those towns.

Cellular Tower Progress

The anticipated construction date of the Verizon cellular tower is still late April, 2019. Verizon is awaiting approval of their building permit. This is subject to change due to scheduling and weather.

Wharf Interpretive Panel

The wharf interpretive panel should be installed sometime in May, 2019 and not April, 2019. This panel will include information on wildlife found in Onancock Creek and Town history.

Town Hall meeting

Senator Mark Warner will be holding a Town Hall meeting at the Eastern Shore Community College this Wednesday at 2:30 p.m.

### Town Code Review

Municode has completed its legal review of the town code. Staff and the Town Attorney are reviewing the suggested changes and reviewing the code for additional changes or corrections. Staff and the town Attorney will have a conference call on April 29 to discuss next steps.



# ONANCOCK POLICE DEPARTMENT

## Summary of Police Activities for March 2019

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Events initiated \_\_\_\_\_ 2,107

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**Court**

Number of times attended: Once      Fines: \$968.00

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**Traffic**

Number of summonses issued: 28      Number of warnings: 22

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| Event:                     | Number of: | Event:                      | Number of: |
|----------------------------|------------|-----------------------------|------------|
| Mental Health              | 4          | Special Patrols             | 1,669      |
| Welfare Checks             | 2          | Trespassing                 | 4          |
| Alarms                     | 1          | Firearms- banish            | 1          |
| Business Checks            | 81         | Citizen- assist/complaint   | 9          |
| Crowd Complaint            | 1          | Disorderly Conduct          | 2          |
| Animal Complaint           | 1          | Larceny                     | 1          |
| Littering                  | 1          | Assault- on law enforcement | 1          |
| Residence Checks           | 122        | Assist- other agency        | 29         |
| Business- assist/complaint | 2          | Domestic                    | 1          |
| Suspicious- person/vehicle | 5          | Assist- motorist            | 5          |