

Town of Onancock
Town Council Meeting
June 24, 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 May 20, 2019 Regular Town Council Meeting.
4. Public Business
 - a. 2019-2020 Goals & Objectives Action Plan – Town Manager William Kerbin
 - b. Waiver of Alcohol Ordinance for Mallard’s at the Wharf’s Event on September 20&21 – Town Manager William Kerbin
 - c. Approval of Location of Civil War Sign & Authorization of Easement – Town Manager William Kerbin
 - d. Approval of Amended Sewer Agreement with Accomack County– 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 – Mr. William Kerbin
11. Financial Report – Mr. William Kerbin
12. Follow-up on Council Action Items – Mr. William Kerbin
13. Council Comments
14. Closed Session- if needed
15. Adjourn

Town of Onancock
Town Council Meeting
May 20, 2019
7:00 p.m.

Call to Order and Roll Call:

Mayor Fosque called the meeting to order at 7:00 p.m. and roll was called. Mayor Fletcher Fosque and Councilmembers Robert Bloxom, Joy Marino, Catherine Krause, Ray Burger, Maphis Oswald and Matt Spuck were present. All members were present, and a quorum was established.

The Pledge of Allegiance was recited.

Consideration and Approval of the Meeting Minutes from the April 22, 2019 Regular Town Council Meeting:

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

With none, Councilmember Krause made a motion to approve the minutes as submitted. Councilmember Oswald seconded the motion. The motion passed by unanimous voice vote.

Public Business:

- a. Presentation by Mr. John Peterman, Riverside Shore Memorial Hospital – Mr. Peterman thanked council for allowing him the opportunity to update the community on the hospital. Mr. Peterman highlighted several acknowledgments and milestones the hospital has achieved since its relocation. Recently, Riverside Shore Memorial won a national award for most improved hospital.

Council asked Mr. Peterman several questions about doctor recruitment, medivac transport as well as the hospital's four-star rating.

- b. Adoption of the FY2019-2020 Budget – Town Manager William Kerbin: Mr. Kerbin explained that this is the same budget that was presented at the Budget Public Hearing. Mr. Kerbin asked if anyone had any questions.

With none, Councilmember Bloxom made a motion to adopt the FY 2020 Town of Onancock budget including the approval of all related sewer and water rate increases as presented at the budget hearing dated April 22, 2019. Councilmember Krause seconded the motion. The motion passed by unanimous voice vote.

- c. Discussion of the Water and Sewer Account for the Historic Onancock School – Town Manager William Kerbin: Mr. Kerbin shared that the Water and Sewer Committee met the previous week and an agreement was reached with the Historic Onancock School, stating that they would pay \$50.00 a month for five years to satisfy the water bill that was the result of a leaking toilet.

Councilmember Bloxom shared that he thought the committee came to a good compromise with the Historic Onancock School.

ADDITIONAL ITEM ADDED AT THE MEETING: Mr. Kerbin explained that Mrs. Mary Burnham, Burnham Guides, has proposed a partnership between the town to advertise on a billboard located on Route 13 in Nelsonia. Other businesses have also signed up to be apart of this partnership, keeping the cost low. The town logo and website would be referenced on the billboard. This one ad would run on this billboard for four-months, one season. Mrs. Burnham stated that this is a trial run to see if the group should continue these efforts and eventually expand them as well.

Council discussion followed.

Councilmember Krause made a motion that the Town of Onancock partner with Bill and Mary Burnham, Mallard's at the Wharf, Inn Courage and the Tangier Ferry to advertise on a billboard on Route 13 north of Nelsonia and appropriate \$138.00 a month for the advertisement for the months of June – September 2019. Councilmember Oswald seconded the motion. With no further discussion, the motion passed unanimously by voice vote. Councilmember Spuck abstained since his business is one of the partners already signed up for this venture.

Public Comment:

Mr. Glenn Smith, Market Street, expressed his concern over drivers parking in front of fire hydrants. Mr. Smith called the Onancock Police Department on Sunday so that a ticket could be issued but was told that the Police Chief said that all parking ordinances are suspended on Sundays. Mr. Smith stated that there is a Town Code stating that all parking rules are suspended on Sundays but that it should not include being parked in front of hydrants since that is a public safety issue.

Councilmember Oswald shared that those individuals parked in front a hydrant on Sunday should be ticketed.

Ms. Joani Donohoe, Executive Director for the Historic Onancock School, thanked Town Council for the recent resolution to the water and sewer bill that their leak created. Ms. Donohoe also thanked Mr. Kerbin for the town's letter of support for the Love Sign and shared that they have been approved.

Mrs. Kathy Boyd, Market Street, thanked everyone involved with the Home and Gardens Tour. The event was extremely successful, and everyone did a fabulous job with preparations. Mrs. Boyd expressed her concern that all of those efforts will be lost quickly though if the town does not take the time to water of all the new plantings. Mrs. Boyd suggested ongoing awareness of the importance of the town's beauty.

Planning Commission Report:

No meeting.

Waterfront Committee Report:

Councilmember Bloxom shared that the marina is doing well and that group bookings are on the rise. Councilmember Bloxom continued to share that Mr. Craig Tanner (Harbormaster) and Mr. Bill Bagwell have been working together on spill remediation plans and that heavy rain over the weekend showed that there are some areas to repair on the roll up door. The committee has also finalized a lease agreement, is currently exploring a cancellation fee through Dockwa and has decided that the marina hours will be from 8 a.m. – 4:00 p.m.

Personnel Committee Report:

No meeting.

Mayor's Report:

Mayor Fosque shared that Representative Elaine Luria will be at the Onancock Town Hall next week. This event has been advertised and is open to the public. Mayor Fosque also shared that the town looked amazing during the Home and Garden Tour as well as the Town Wide Yard Sale and that there should be more events located in town.

Town Manager's Report:

Mr. Kerbin read his report aloud.

- Cellular Tower Progress: A construction schedule has been established for the cellular tower. Construction should begin around May 20, 2019 and be completed around August 1, 2019. This will include wiring, a pad and the tower itself. This is subject to change due to scheduling and weather.
- Wharf Interpretive Panel: The installation of the wharf interpretive panel has been delayed due to the schedule of the individual designing the sign. The panel should be installed sometime in June 2019. This panel will include information on wildlife found in Onancock Creek and Town history. I have discussed the idea of having a ribbon cutting with Shannon Alexander from the Accomack Northampton Planning District Commission once this is installed.
- Rep. Elaine Luria Visit: Rep. Elaine Luria will be here in Onancock on Wednesday May 29 at 11:00 a.m. at Town Hall to visit with the Mayor and Town Council
- Market Street Pedestrian/Bike Path: VDOT has begun conducting tests to determine the feasibility of a bike and pedestrian path on Market Street. This is the road diet concept that Chris Isdell presented to Town Council last year.
- Resurfacing Parking Lot and Streets: Mr. Kerbin met with Aaron Goller from Davis, Bowen and Friedel, our engineering firm, to receive cost estimates for Jackson Street, Queen Street and the Town Hall parking lot.

Financial Report:

Mrs. Fiege presented the April 2019 financial report.

Council Comments:

Councilmember Krause thanked Councilmember Marino for her hard work on the Historic Home and Garden Tour. She also thanked the town staff for all of their efforts as well.

Councilmember Marino expressed her concern over the continued deterioration of Jackson Street.

Councilmember Bloxom shared that the Planning Commission is beginning their work on the town's Comprehensive Plan update. Councilmember Bloxom encouraged those interested parties to attend the coming Planning Commission meetings.

Closed Session, if needed:

Councilmember Boxom made a motion that Town Council convene, a Closed Meeting, for the purposes of holding a discussion, of the personnel, pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia of 1950, as amended. Councilmember Krause seconded the motion. The motion passed by unanimous voice vote.

Town Council went into Closed Session at 8:05 p.m.

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

Roll Call Vote:

Robert Bloxom YES/NO

Joy Marino YES/NO

Catherine Krause YES/NO

Ray Burger YES/NO

Maphis Oswald YES/NO

Matt Spuck YES/NO

Town Council reconvened Open Session at 8:37 p.m.

Adjourn:

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

The meeting adjourned at 8:38 p.m.

Fletcher Fosque, Mayor

Lisa Fiege, Deputy Clerk

Town Manager Goals and Objectives Action Plan
June 24, 2019

1. Complete Government Accounting Class by May 2020.
2. Develop the following short term and long term strategic/financial plans:
 - a. Update the Capital Improvement Plan by September 1, 2019.
 - b. Develop an Economic Development Plan by December 31, 2019.
 - c. Draft long-term public works maintenance plan by October 1, 2019.
 - d. Prepare road maintenance short term plan by July 1, 2019.
3. Develop grant directory for potential funding for Town operations and projects by December 31, 2019.
4. Identify and apply for 3 grants by July 1, 2020.

SUGGESTED MOTION: Mr. Mayor, I move that the Town of Onancock waive Sec. 22-5 (f) of the Town of Onancock Code regarding the prohibition of alcohol in the wharf area for the event sponsored by Mallard's scheduled for September 20 and 21, 2019 provided that:

- 1) An agreement is signed between the Town and Mallard's that protects the Town from Liability;
- 2) A liability insurance policy is submitted to the Town listing the Town as an additional insured at least thirty (30) days in advance; and,
- 3) A copy of the ABC license is submitted to the Town at least thirty (30) days in advance.

AGENDA **TOWN COUNCIL** **June 24, 2019**

SUBJECT: Approval of a waiver of Sec. 22-5(f) of the Town of Onancock Code for an event scheduled by Mallard's for September 20 and 21, 2019

RECOMMENDATION: Staff recommends approval of the waiver of the section of the code based on the following reasons:

- I have consulted with the Town Attorney and his opinion is that the intent of this ordinance applied to unorganized individuals and not an organized event;
- Mallard's will be required to obtain an ABC license which includes requirements that reduce or eliminate potential problems associated with the use of alcohol;
- Mallard's will be required to obtain a liability insurance policy that lists the Town of Onancock as an additional insured; and,
- Mallard's will be required to sign an agreement that protects the Town from liability.

TIMING: Current

DISCUSSION: Mallard's approached the Town about sponsoring an event on September 20 and 21 at the wharf. Alcohol will be served in the wharf area during this event. The Town of Onancock Code states: "There shall be no alcoholic beverages consumed in the public area of the wharf property." I would recommend changing this section to include an exception for ABC licensed events approved by the Town Council. This can easily be accomplished when we are updating the code this summer and would not require any further action of council currently.

Staff: Bill Kerbin, Town Manager

Attachment: Town of Onancock Code section

(f) *Alcoholic beverages* - There shall be no alcoholic beverages consumed in the public area of the wharf property.

(g) **Fuels* - All fuel and fuel products are to be dispensed only with the permission from the Harbormaster or his delegate. No fifty-gallon or other containers are to be utilized in the dispensing of fuel across the Town docks. This subsection does not apply to outboard motor vessels.

Sec. 22-6. *Boat slip or ramp regulations.*

(a) Any nonresident wishing to use the boat slip to launch or retrieve boats must pay a launching fee as established from time to time by the Town Council. Such fee entitles one (1) specific boat to be launched and/or retrieved once each during a ninety (90) day period with receipt.

(b) A launching permit for any period of seven (7) consecutive days may be obtained from the Town Office during regular business hours, or from the Harbormaster, for a fee as established from time to time by the Town Council.

(c) An annual launching permit may be obtained at the Town office during regular business hours for a fee as established from time to time by the Town Council. This permit must be renewed each April 1st for the ensuing twelve (12) month period and can be used for the specific boat for which it is issued. For any permit purchased after October 1st, the fee will be one-half (1/2) of the annual fee.

(d) A current schedule of launching permit fees, as required by subsections a, b, and c of this Section, shall be maintained on file in the office of the Town Manager.

(e) Real property owners and bona fide residents of the Town may apply at the Town Office for permit which permits free launching.

(f) All parallel dockage areas designated as courtesy slips shall have a two (2) hour limitation per boat or vessel. Use of the courtesy slips for greater periods of time is subject to Section 22-10. Authority to moor to the courtesy areas, including extended periods of time, must be obtained from the Harbormaster. The walkways are to be kept clear for normal off-loading and on-loading.

(g) All stickers are to be affixed on the starboard side of the boat or vessel ONLY.

Sec. 22-7. *Loading and off-loading boats used in seafood industries.*

Boats used for oystering, fishing, clamming, crabbing or other seafood industries shall be loaded and off-loaded on that portion of the wharf designated and directed by the Harbormaster or his duly authorized agent. Fee for loading and off-loading seafood is incorporated in dockage charges. Seafood loaded or unloaded from vessels not registered with the Harbormaster for berthing will be charged at the rate as established from time to time by the Town Council.

“THERE WILL NOT BE ANY WASHING OR STORING OF CRAB POTS ON THE ONANCOCK WHARF PROPERTY. THERE WILL NOT BE ANY TYPE OF EQUIPMENT USED IN THE HARVESTING OF SEAFOOD OR DISPOSAL OF SEAFOOD LEFT UNATTENDED ON THE WHARF AREA FOR MORE THAN FOUR (4) HOURS WITHOUT

SUGGESTED MOTION: Mr. Mayor, I move that the Town of Onancock approve the location of Custis Park for a Civil War Trail sign and authorize the Town Manager to sign an easement granting permission to Civil War Trails, Inc. to enter the referenced property stated below and install a historical marker as part of the Civil War Trails program.

AGENDA TOWN COUNCIL June 24, 2019

SUBJECT: Approval of Location of Civil War Trails sign as Custis Park and Authorization of Signature of Easement for Sign

RECOMMENDATION: Staff recommends approval of the location of the sign in Custis Park and the execution of an easement granting permission to Civil War Trails Inc. to install the sign in Custis Park for the following reasons:

- This is a key location for walkers and is not intended as a drive by sign.
- Custis Park is centrally located in the town and receives more exposure from pedestrians, and individuals in vehicles.
- There is more available parking nearby.
- This sign will provide an additional amenity to the park which will bring more people to the park to enjoy.

TIMING: Current

DISCUSSION: Cara Burton, from the Eastern Shore Public Library received funding from OBCA for a Civil War Trails Sign program at the OBCA May meeting. This is part of a larger program on the Eastern Shore. This program attracts visitors throughout the world. According to the Civil War Trails fact sheet attached, the overnight guest stays 50% longer than other travelers averaging 2-5 days. More than 30% of visitors spent between \$250-\$750 during their trip with 20% of visitors spending over \$1,000. This project does not require either a Town cash match or a Town in-kind match.

Staff: Bill Kerbin
Town Manager

Attachment: Request Letter from Cara Burton
Example of Signage
Fact Sheet from Civil War Trails, Inc
Easement Agreement

Copy:



Main Library
Northampton Free Library
Chincoteague Island Library
Cape Charles Memorial Library

PO Box 360
Accomac, VA 23301
Phone: 757-787-3400
Fax: 757-787-2241
www.espl.org

Board of Trustees

Jacqueline Davis, Chairperson
Gerry Ryan, Vice Chairman
Patricia Bloxom, Barbara Coady, Dennis Custis, Katherine "Kitty" Hall,
Althea Pittman, Ann Rutledge, Tim Valentine

Dana Bundick, Treasurer
Cara Burton, Library Director and Secretary

May 8, 2019

William Kerbin
Onancock Town Manager
15 North Street
Onancock, VA 23417

Dear Mr. Kerbin,

Great news! Onancock Business and Civic Association has granted funds to the Eastern Shore Public Library Foundation to install a Civil War Trails sign in Onancock. This will launch the Civil War Trail (CWT) program on the Eastern Shore of Virginia, which will be of great long term benefit for historic tourism to the town. People from around the world seek out Civil War sites and the marketing the CWT program is an efficient way to tell millions to visit Onancock.

As we discussed, the sign would be located on the grassy corner by the farmer's market. At a later date, you and I can discuss exactly where on this site the sign would be best located to minimize mowing obstruction while still being most visible to town visitors.

To install the sign, the CWT organization needs a temporary easement agreement signed (attached). I also enclose information about the trail program. If you would like me to attend the Town Council meeting at which this will be discussed, please let me know.

Sincerely,

Cara Burton
Library System Director

"Graterley" sign showing points of interest. Located in town square, 1861.

ALEXANDRIA IN THE CIVIL WAR

"Alexandria is ours!"



"Alexandria is ours," declared Col. Orlando Wilcox of the 1st Michigan Infantry as his regiment captured the city on the morning of May 24, 1861, one day after Virginia officially left the Union. Due to its strategic location on the Potomac River just south of Washington, D.C., Alexandria and the commanding heights around you were quickly seized, fortified, and would remain under Union control through late 1865.

Alexandria's transformation from a small seaport town to military garrison took its toll on the city. Two-thirds of the population fled. Large private homes, churches, and other public buildings were "requisitioned" to support the Union military operations. The city became headquarters for

the U.S. Military Railroad and one of the largest Union army hospital centers. Alexandria also became a safe haven for those escaping from slavery, resulting in a refugee crisis.

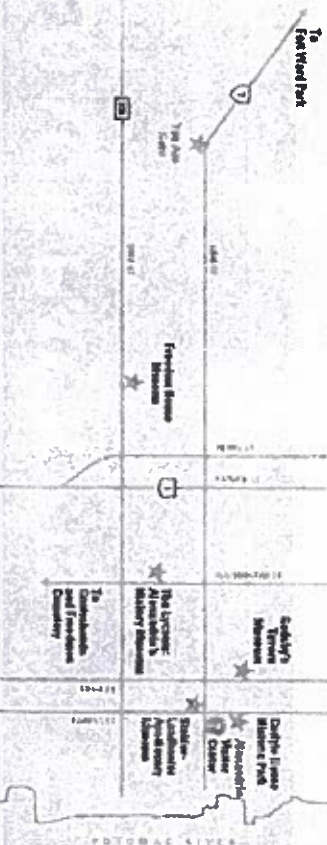
Today, many buildings of the Civil War era remain standing. To begin exploring Old Town Alexandria, turn right and march down King Street towards the Visitors Center.



Union soldiers pose in front of Gadsby's Tavern. Can you find the staff stand in their footsteps, using a photo, and create some history of your own. All photographs courtesy: Library of Congress.



View of Alexandria from Steiner's Hill, which is to your left. In the foreground is the camp of the 48th New York Infantry. King Street, which is visible in this photo, is directly in front of you.



POTOMAC RIVER

Drew A. Gruber
Executive Director
757-378-5462
executivedirector@civilwartrails.org



Chris D. Brown
Program Administrator
757-378-5462
administrator@civilwartrails.org

About Us

- Civil War Trails, Inc., is a non-profit founded in 1994 offering more than 1,550 sites in Virginia, Maryland, West Virginia, North Carolina and Tennessee.
- Civil War Trails is governed by a board of directors comprised of state and municipal tourism officers and other stakeholders.
- More than 800 partners (state tourism offices, destination marketing organizations, chambers, businesses, museums, etc.) support and promote the program on a daily basis.
- More than 750 of our sites are being interpreted to the public for the first time.
- We produce in partnership 15 map-guide brochures that are distributed domestically and internationally and available online, at travel centers, sites, and amenities nationwide.

*About Our Visitors**

- Travelers who visit Civil War sites stay longer and spend more than average travelers.
- Our average overnight guest stays 50% longer than other travelers averaging 2-5 days.
- More than 30% spent between \$250-\$750 during their trip with 20% spending over \$1,000.
- Our average guest spent 25% of their budget on food and beverage, and 33% on lodgings.
- More than 75% of our guests also enjoyed state parks, beach, camping, and hiking.
- More than 30% of our guests also enjoyed fine dining, wineries, and breweries.

About 2017

- We distributed more maps than any single year during the Sesquicentennial.
- We launched our new website with printer-ready maps for hoteliers and consumers.
- We maintained, repainted, repaired, or replaced over 175 interpretive and directional signs.
- We promoted Civil War Trails at 23 consumer shows resulting in several thousand leads.
- We welcomed 178 new partners and sites to the program.
- We authored or contributed to over two dozen articles, blogs, and periodicals, and assisted media outlets, networks, and editors with various content requests.

About 2018 - So Far!

- We continue to see strong visitation and fulfillment requests with a broadening audience.
- We have 84 projects underway including new sites, content updates, and maintenance.
- We are hosting partnership meetings across the entire geographic span of the program.
- We have led discussions about networking Revolutionary War and Civil Rights sites.
- We are being solicited to expand the program into Pennsylvania, Kentucky, and Washington, D.C.
- We are revising our marketing universals and expanding our board.

* Statistics derived from several reports generated by the Virginia Tourism Corporation, The Economic Development Partnership of North Carolina, the Maryland Office of Tourism Development, and 'Blue, Grey & Green c. 2013'

Permission for Temporary Easement/Entry Agreement

(Please type or print neatly)

Permission is hereby granted this _____ day of _____, 20____, by:

to *Civil War Trails, Inc.*, and its contractors to enter upon that portion of my/our land to install a historical marker as part of the Civil War Trails program. I/we understand that I/we will be contacted prior to said installation and that I/we will have the final authority as to the marker's placement and location.

I/we understand that the *Civil War Trails, Inc.*, or its contractors will maintain the marker as long as it remains on my/our property, is sponsored and that the marker will be removed at anytime in the future if so requested by me/us or my/our successors.

LANDOWNER SIGNATURE

DIRECTOR, CIVIL WAR TRAILS

LANDOWNER ADDRESS

EXECUTIVE DIRECTOR, CIVIL WAR TRAILS

SIGNATURE OF INITIATING ORGANIZATION

SIGNATURE OF SUSTAINING SPONSOR (MEMBER)

(ADDRESS AND PHONE NUMBER)

(ADDRESS AND PHONE NUMBER)



SUGGESTED MOTION: Mr. Mayor, I move that the Town of Onancock approve the amended Sewer Agreement between the Town of Onancock and Accomack County provided that:

- The Town and County reach agreement on the pretreatment standards in this agreement prior to September 1, 2019.

AGENDA TOWN COUNCIL June 24, 2019

SUBJECT: Approval of the Amended Sewer Agreement between Accomack County and Town of Onancock

RECOMMENDATION: Staff recommends approval of the Amended Sewer Agreement based on the following reasons

- The agreement includes provisions that addressed issues related to the request for credit last year including timely notice of billing discrepancies and timely calibrations;
- The document is an improvement over the original document signed in 2012 and 2015; and,
- It is in the Town’s best interests to continue a good working relationship with the County to continue cooperation on the sewer transmission line project.

TIMING: Current

DISCUSSION: After the approval of the water and sewer credit for Accomack County last December, 2018, Town Council urged the renegotiation of the existing sewer agreement with the County to address ambiguities and missing language in the agreement. The County and Town Attorneys, being authorized by their respective governing bodies, have negotiated an amended agreement including language recommended by council members involved in the water and sewer credit negotiations. This language specifically addresses notice of billing discrepancies, mediation as a first step in resolving disputes and notice involving defaults. The County has signed the amended agreement. The highlighted sections in the 2015 Original Sewer Agreement are the items that have been deleted in the revised agreement and the highlighted sections in the Amended Sewer Agreement are items that have been added.

Staff: Bill Kerbin
Town Manager

Attachment: 2015 Original Sewer Agreement with highlighted deletions
Amended Sewer Agreement with highlighted additions

**2015 AGREEMENT FOR
CENTRAL ACCOMACK UTILITY SERVICE
AMENDED AND RESTATED**

April 2019

THIS AGREEMENT is made, entered into and effective as of this 17th day of April, 2019, by and between the TOWN OF ONANCOCK, VIRGINIA, a municipal corporation (hereinafter referred to as the "Town"), party of the first part, and ACCOMACK COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as the "County"), party of the second part, which said parties hereto, desiring to enter into this Agreement concerning the treatment and disposal of sewage, do hereby agree as follows:

ARTICLE I

GENERAL RECITALS

1.1 The Town and the County entered into an Agreement for Sewerage Service on May 17, 1979, whereby the Town has treated sewerage delivered by the County from the County's collection and transmission lines into the Town's transmission lines. This Agreement has been modified several times, most recently by effect of a Resolution of the Town Council on August 27, 2012, whereby the treatment capacity afforded to the County by the Town was increased from 50,000 to 80,000 gallons per day (hereafter "gpd").

1.2 The Town has recently completed a substantial upgrade of the Town's Sewage Treatment Plant, whereby the treatment capacity of the Town Plant was increased from 250,000 to 750,000 gpd.

1.3 The County accepted on October 3, 2012, transfer of the wastewater collection and transmission infrastructure outside of the Town from the County Economic Development Authority (EDA; previously known as the Industrial Development Authority).

1.4 The County has historically provided a substantial volume of treatable waste and payment to the Town for the treatment provided.

1.5 The Town desires to continue treating waste delivered to the Town by the County.

1.6 The Town and the County are authorized to make this agreement under §15.2-1300 and §15.2-2122 of the Code of Virginia (1950, as amended).

ARTICLE II

DEFINITIONS

2.1 Whenever used in this Agreement, unless a different meaning clearly appears in the context, the following terms, whether used in the singular or plural, shall be given the following respective meanings:

County System - the facilities for receiving, transporting and disposing of sewage located outside of the boundaries of the Town of Onancock.

Town System - the facilities for receiving, transporting, treating and disposing of sewage located within the boundaries of the Town of Onancock.

ARTICLE III

GENERAL AGREEMENT

3.1 The Town agrees to receive into the Town System for treatment and disposal any sewage delivered from the County System through metered connections at mutually convenient locations within the Town. The County agrees to maintain the County System to the delivery point and the meter measuring sewage delivered from the County System to the Town System for treatment. The County agrees to deliver all sewage received in the County System to the Town for treatment and disposal throughout the term of this Agreement.

3.2 The Town acknowledges the County's intent to provide utility service to customers outside of the Town and agrees that any prospective utility customer's situated outside of the Town boundary requesting utility service shall be first directed to the County for connection to the County System as County customers. Upon either (1) the County's written declination to provide sewer service or a particular location or (2) the County's failure to act upon a prospective customer's request for service within two (2) years of such request having been received in writing, the Town shall have the option (but not the obligation) to serve such customer directly. However, in no event shall any such service provided by the Town be offered or asserted as evidence of Town services in support of an annexation action.

ARTICLE IV

QUALITY

4.1 The parties agree that the attached Exhibit A are pretreatment standards intended to ensure that the waters of Onancock Creek are protected in accordance with valid state permit

limits. These standards shall be adopted by both parties for enforcement as outlined herein against all system users, including in equal measure both in-town and county systems. These standards are subject to change, if made necessary, by mutual agreement.

4.2 The Town shall continuously operate the Town System in strict compliance with all permits, laws and regulations governing such operations. The Town shall notify (and provide copies to) the County of any notices of non-compliance or violations regarding such operations issued by state or federal authorities within five (5) business days of receipt.

4.3 Should the sewage discharged from the County system into the Town System at any time not meet the requirements as to quality developed pursuant to Article IV above, the Town shall notify the County of the deviation from requirements and the County shall immediately correct such deviation. The County shall work with its customers to correct such deviation within a reasonable period of time following such written notice from the Town. The County shall revoke permission to make such discharge of such waste into the System until such time that the customer creating such waste meets the requirements stated herein. No liability shall attach to the County for acts of its users.

ARTICLE V

METERING AND QUANTITY

5.1 Sewage delivered from the County System into the Town System shall be measured by meters. The County shall furnish, install, operate and maintain standard meters as part of the County System. Such meters and related equipment shall remain the property of the County; however, the Town and the County shall have access to such meters and equipment at all times for inspection, examination and reading. Calibration and adjustment of such meters shall be accomplished by competent technicians twice a year by the Town at the County's sole cost and expense, with the results of such calibrations shared with the County within five (5) days of completion. All readings of meters shall be entered upon proper books of record in the Town Offices. Upon written request the County shall have access to said records at reasonable intervals during reasonable business hours.

5.2 Sewage meeting the requirements of Article IV is to be discharged by the County into Town's system at metered locations including, but not limited to, Manhole No. M-17, as shown on Sheet 12 of the Plans by Shore Engineering Co., Inc. dated _____, _____ (Note that this is the County/Town sewage connection point existing as of the date of this Agreement.)

5.3 The Town shall notify the County when all discharges from all sources reach eighty-five percent (85%) of the total capacity of the Town System. Subject to other rights

contained in this Agreement, the Town will continue to guarantee the County at least 150,000 gpd of treatment capacity throughout the life of the sewage system as long as it is permissible by all State and Federal Permits issued to the Town for operation of this System.

ARTICLE VI

FISCAL PROVISIONS

6.1 The Town shall charge the same and no more than the Town's lowest published rate of general application to any volume of sewage produced by any sewer customer inside the Town. Such rate per 1,000 gallons shall apply to the total metered sewage flow per calendar month.

6.2 Billings by the Town to the County shall be reviewed periodically by both parties for accuracy. Any discrepancies found shall be reported to the County within ten (10) business days of any discrepancy being found, but in no event one (1) year after the billing date of the disputed billing. All billings pursuant to this Section shall be payable within thirty (30) days of the date of billing with a Ten Percent (10%) penalty for late payment and such penalties shall accrue at 1.5% per month penalty for each subsequent month the payment is not received.

6.3 No rates, fees, or surcharges for sewer service other than those provided for in this Agreement shall be charged to the County.

6.4 The County shall pay the Town only for the metered volume of sewage that flows from the County System into the Town System at the rates prescribed in this Agreement.

6.5 The Town shall be free to change its rates at any time in accordance with lawful process, but in no event shall the Town over-charge or bill the County any sewer rate other than the lowest rate charged by the Town to any customer within the Town, regardless of flow rate or volume. The Town's lowest adopted sewer rate shall always be charged to the County.

6.6 To provide non-binding benchmarks for future rate adjustments, during the last calendar quarter of the second, fourth, and sixth terms of this Agreement, the Town shall cause a sewer rate study to be conducted by a competent independent professional and the resulting Town cost data, analysis, and study report shall be made available to the public. Consistent with the cooperative cost study performed in the summer of 2014, the engineer or firm performing the sewer cost studies prescribed herein shall be mutually acceptable to the Town and to the County. The County shall have access to the cost data and shall cooperate in such studies.

ARTICLE VII

GENERAL PROVISIONS

7.1 Title to all sewage in the County System shall remain in the County until it is received into the Town System, whereupon title thereto shall pass to the Town.

7.2 The effects of certain types of industrial waste upon sewers and sewage treatment processes are such as to require careful consideration of each industrial connection. This is a matter of concern both to the Town and to the County. Accordingly, the County covenants that it will have in effect and will enforce a binding contractual or regulatory provision(s) regulating the discharge of industrial waste into the County System subject to the general provision that no harm will result from such discharge and subject to the filing by applicant industry of a statement, a copy of which shall be forwarded to the Town, containing the following information: (1) Name and address of applicant; (2) Type of industry; (3) Estimated quantity of plant waste; (4) Typical analysis of the waste; and (5) Type of pre-treatment proposed. His statement shall be forwarded to the Town not less than 60 days prior to the customer's desired date of service. To facilitate inspections and control of industrial waste, the County will, upon request by the Town, require industries to separate industrial waste from sanitary sewage until such industrial waste has passed through an inspection manhole which shall be located so as to be accessible at all times to inspectors of the Town and the County. If inspection indicates that damage might result from the discharge of such industrial waste, permission to make such discharge shall be revoked unless and until the industry establishes acceptable remedial measures.

7.3 At regular intervals the Town will make measurements, tests and analyses of the characteristics of waters and wastes discharged into its system, all of which shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and shall be determined at the point of discharge or at such other point as the Town may determine or upon suitable samples taken at said points of discharge. Sampling shall be carried out by customarily accepted methods to reflect the limits of concentration; etc., specified in Article IV and the effect of constituents upon the sewerage works and to determine the existence of hazards to life and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses shall be obtained from twenty-four (24) hour composites-of all outfalls whereas pH shall be determined from periodic grab samples). Should any such analysis disclose concentration higher than those permissible, the Town will at once inform the County of such violation. It shall be the obligation of the County, to the extent of its legal ability, to require the offending originator of said highly concentrated materials to take remedial pre-treatment of its wastes before discharge into the County System or the Town System. In some borderline cases of excessive strength of industrial waste, the originating industry and the County may be desirous,

and the Town may be agreeable, to negotiating terms under which the Town will accept and treat any over-strength waste, but the Town makes no commitment to perform such service.

7.4 If, by an reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party receiving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, etc., of public enemy, orders of any kind of the government of the United States or the State of Virginia, or any civil or military authority, insurrections, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply and inability on the part of any contracting member to provide water necessary for operation of its water and sewerage system hereunder, or of the Town to receive sewage on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Force Majeure shall not relieve the County of its obligation to make payments to the Town as required under Article VI or its obligation with respect to quality of sewage and set forth in Article IV of this Agreement.

7.5 This Agreement shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the Commonwealth of Virginia, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them. As plant owner and operator, the Town shall be solely and exclusively responsible for the compliance with all such rules, regulations and laws pertaining to the treatment of waste and disposition of the products of waste treatment derived by operation of this Agreement.

7.6 This Agreement and the Town's provision of utility services pursuant hereto shall not be involved as support or justification for any involuntary boundary adjustment (annexation) by the Town.

7.7 All Town revenue derived from operation of the Town System and providing sewer service shall be accounted for by the Town and expended only for legitimate costs of operating, **repairing and replacing** the Town System and providing sewer service.

7.8 Each of the parties hereto shall do all acts and execute all documents necessary and reasonably convenient to effectuate the terms and provisions of this Agreement.

7.9 This Agreement is made and entered into in the Commonwealth of Virginia and shall be governed by, construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. The parties agree that any dispute arising out of or in connection with this Agreement shall be adjudicated in the Circuit Court of Accomack County; provided, however, that such adjudication shall occur only after the parties comply with the mediation provision contained in Section 7.12 herein.

7.10 The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is ruled invalid or unenforceable by the Circuit Court of Accomack County, the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

7.11 This Agreement sets forth the final agreement between the County and the Town regarding all matters addressed herein; neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein.

7.12 Except as otherwise provided herein, the parties agree that any dispute or claim arising out of or from this Agreement shall be mediated prior to any other legal action. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees. The parties further agree that the obligation of both entities to mediate as herein provided shall apply to all disputes or claims arising out of this Agreement. The Town and the County agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Agreement, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Agreement, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, the Town or the County may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. The provisions of this paragraph shall survive the termination of this Agreement and shall not be deemed to have been extinguished by merger.

ARTICLE VIII

TERM, TERMINATION, AND NOTICES

8.1 The Agreement shall continue in force and effect for forty (40) years from its effective date.

8.2 In the event that either party is in default of any obligation herein, the non-defaulting party shall provide written notice to the defaulting party describing in detail the default being alleged. The defaulting party shall have ten (10) days to cure such default if undisputed. Should the defaulting party fail to cure such default in such ten (10) day period, the non-defaulting party shall have all remedies available it under applicable law, but only after attempting to resolve any issue with such defaulting party through the mediation provision of Section 7.12 herein; provided, however, that if the nature of the default is such that more than ten (10) days are required for its cure and the defaulting party is diligently pursuing a remedy of such default, then the defaulting party shall diligently pursue the same to completion. Should such party fail to cure a default in a reasonable period of time thereafter, the non-defaulting party does hereby reserve any and all rights under Virginia law with respect to the enforcement of the provisions of this Agreement.

8.3 Notwithstanding this notice requirement, any advertisement or public consideration by the Town of any change in sewer rates that could have the effect of imposing a rate on the County higher than the lowest sewer rate imposed upon any sewer customer within the Town shall be deemed justification for termination of this Agreement without notice by the County.

8.4 All notices or communications provided for herein shall be in writing and shall be delivered or mailed, and, if mailed, shall be sent by certified or registered mail, postage prepaid, to the chief administrative officer of the party or its successor. Correspondence to the Town shall be copied to the Mayor. Correspondence to the County shall be copied to the Chairman of the Board of Supervisors. The address of the Town shall be the Town's municipal office in Onancock, Virginia and the address of the County shall be its county office in Accomac, Virginia, unless either is notified by the other in writing of a change of address.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of the day and year written below.

SIGNATURE PAGE TO FOLLOW.

TOWN OF ONANCOCK, VIRGINIA

ATTEST:

By: _____
Mayor

Clerk of Town of Onancock

Dated: _____

COUNTY OF ACCOMACK, VIRGINIA

ATTEST:

By:  _____
County Administrator

Clerk, Accomack County

Dated: 6/6/19

APPROVED AS TO FORM:

County Attorney

2015 AGREEMENT FOR
CENTRAL ACCOMACK UTILITY SERVICE

THIS AGREEMENT is made, entered into and effective as of this _____ day of _____, 2015, by and between the TOWN OF ONANCOCK, VIRGINIA, a municipal corporation (hereinafter referred to as the "Town"), party of the first part, and ACCOMACK COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as the "County"), party of the second part, which said parties hereto, desiring to enter into this Agreement concerning the treatment and disposal of sewage, do hereby agree as follows:

ARTICLE I

GENERAL RECITALS

1.1 The Town and the County entered into an Agreement for Sewerage Service on ~~May 17, 1979~~, whereby the Town has treated sewerage delivered by the County from the County's collection and transmission lines into the Town's transmission lines. This Agreement has been modified several times, most recently by effect of a Resolution of the Town Council on August 27, 2012, whereby the treatment capacity afforded to the County by the Town was increased from 50,000 to 80,000 gallons per day (hereafter "gpd").

1.2 The Town has recently completed a substantial upgrade of the Town's Sewage Treatment Plant, whereby the treatment capacity of the Town Plant was increased from 250,000 to 750,000 gpd.

1.3 The County accepted on October 3, 2012, transfer of the wastewater collection and transmission infrastructure outside of the Town from the County Economic Development Authority (EDA; previously known as the Industrial Development Authority).

1.4 The County has historically provided a substantial volume of treatable waste and payment to the Town for the treatment provided.

1.5 The Town desires to continue treating waste delivered to the Town by the County.

1.6 The Town and the County are authorized to make this agreement under §15.2-1300 and §15.2-2122 of the Code of Virginia (1950, as amended).

ARTICLE II

DEFINITIONS

2.1 Whenever used in this Agreement, unless a different meaning clearly appears in the context, the following terms, whether used in the singular or plural, shall be given the following respective meanings:

County System - the facilities for receiving, transporting and disposing of sewage located outside of the boundaries of the Town of Onancock.

Town System - the facilities for receiving, transporting, treating and disposing of sewage located within the boundaries of the Town of Onancock.

Promptly - actions agreed to be taken promptly under the provisions of this Agreement shall be taken within not more than three (3) business days.

ARTICLE III

GENERAL AGREEMENT

3.1 The Town agrees to receive into the Town System for treatment and disposal any sewage delivered from the County System through metered connections at mutually convenient locations within the Town. The County agrees to maintain the County System to the delivery point and the meter measuring sewage delivered from the County System to the Town System for treatment.

3.2 The Town acknowledges the County's intent to provide utility service to customers outside of the Town and agrees that any prospective utility customer's situated outside of the Town boundary requesting utility service shall be first directed to the County for connection to the County System as County customers. Upon either (1) the County's written declination to provide sewer service or a particular location or (2) the County's failure to act upon a prospective customer's request for service within two (2) years of such request having been received in writing, the Town shall have the option (but not the obligation) to serve such customer directly. However, in no event shall any such service provided by the Town be offered or asserted as evidence of Town services in support of an annexation action.

ARTICLE IV

QUALITY

4.1 The parties agree to work together in good faith to develop appropriate, professionally guided, pretreatment standards intended to ensure that the waters of Onancock Creek are protected in accordance with valid state permit limits. When finalized, these standards shall be adopted by both parties for enforcement as outlined herein against all system users, including in equal measure both in-town and county systems. These standards are subject to change, if made necessary, by mutual agreement.

4.2 The Town shall continuously operate the Town System in strict compliance with all permits, laws and regulations governing such operations. The Town shall promptly notify (and provide copies to) the County of any notices of non-compliance or violations regarding such operations issued by state or federal authorities.

4.3 Should the sewage discharged from the County system into the Town System at any time not meet the requirements as to quality developed pursuant to Article IV above, the Town shall notify the County of the deviation from requirements and the County shall cooperate with the Town to correct such deviation. No liability shall attach to the County for acts of its users.

ARTICLE V

METERING AND QUANTITY

5.1 Sewage delivered from the County System into the Town System shall be measured by meters. The County shall furnish, install, operate and maintain standard meters as part of the County System. Such meters and related equipment shall remain the property of the County; however, the Town and the County shall have access to such meters and equipment at all times for inspection, examination and reading. Calibration and adjustment of such meters shall be accomplished by competent technicians upon request at reasonable intervals by the Town and at the expense of the County. All readings of meters shall be entered upon proper books of record in the Town Offices. Upon written request the County shall have access to said records at reasonable intervals during reasonable business hours.

5.2 Sewage meeting the requirements of Article IV is to be discharged by the County into Town's system at metered locations including, but not limited to, Manhole No. M-17, as shown on Sheet 12 of the Plans by Shore Engineering Co., Inc. dated _____, _____ (Note that this is the County/Town sewage connection point existing as of the date of this Agreement.)

5.3 The Town shall notify the County when all discharges from all sources reach eighty-five percent (85%) of the total capacity of the Town System. Subject to other rights contained in this Agreement, the Town will continue to guarantee the County at least 150,000 gpd of treatment capacity throughout the life of the sewage system as long as it is permissible by all State and Federal Permits issued to the Town for operation of this System.

ARTICLE VI

FISCAL PROVISIONS

6.1 The Town shall charge the same and no more than the Town's lowest published rate of general application to any volume of sewage produced by any sewer customer inside the Town. Such rate per 1,000 gallons shall apply to the total metered sewage flow per calendar month.

6.2 County billings shall be reviewed periodically by the Town for accuracy and any discrepancies found shall be promptly reported to the County. All billings pursuant to this Section shall be payable within thirty (30) days of the date of billing with a Ten Percent (10%) penalty for late payment and such penalties shall accrue at 1.5% per month penalty for each subsequent month the payment is not received.

6.3 No rates, fees, or surcharges for sewer service other than those provided for in this Agreement shall be charged to the County.

6.4 The County shall pay the Town only for the metered volume of sewage that flows from the County System into the Town System at the rates prescribed in this Agreement. Adjustments to such payments shall be made only in accordance with paragraph 6.2 above.

6.5 The Town shall be free to change its rates at any time in accordance with lawful process, but in no event shall the Town over-charge or bill the County any sewer rate other than the lowest rate charged by the Town to any customer within the Town, regardless of flow rate or volume. The Town's lowest adopted sewer rate shall always be charged to the County.

6.6 To provide non-binding benchmarks for future rate adjustments, during the last calendar quarter of the second, fourth, and sixth terms of this Agreement, the Town shall cause a sewer rate study to be conducted by a competent independent professional and the resulting Town cost data, analysis, and study report shall be made available to the public. Consistent with the cooperative cost study performed in the summer of 2014, the engineer or firm performing the sewer cost studies prescribed herein shall be mutually acceptable to the Town and to the County. The County shall have access to the cost data and shall cooperate in such studies.

ARTICLE VII

GENERAL PROVISIONS

7.1 Title to all sewage in the County System shall remain in the County until it is received into the Town System, whereupon title thereto shall pass to the Town.

7.2 The effects of certain types of industrial waste upon sewers and sewage treatment processes are such as to require careful consideration of each industrial connection. This is a matter of concern both to the Town and to the County. Accordingly, the County covenants that it will have in effect and will enforce a binding contractual or regulatory provision(s) regulating the discharge of industrial waste into the County System subject to the general provision that no harm will result from such discharge and subject to the filing by applicant industry of a statement, a copy of which shall be forwarded to the Town, containing the following information: (1) Name and address of applicant; (2) Type of industry; (3) Estimated quantity of plant waste; (4) Typical analysis of the waste; and (5) Type of pre-treatment proposed. His statement shall be forwarded to the Town not less than 60 days prior to the customer's desired date of service. To facilitate inspections and control of industrial waste, the County will, upon request by the Town, require industries to separate industrial waste from sanitary sewage until such industrial waste has passed through an inspection manhole which shall be located so as to be accessible at all times to inspectors of the Town and the County. If inspection indicates that damage might result from the discharge of such industrial waste, permission to make such discharge shall be revoked unless and until the industry promptly establishes acceptable remedial measures.

7.3 At regular intervals the Town will make measurements, tests and analyses of the characteristics of waters and wastes discharged into its system, all of which shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, and shall be determined at the point of discharge or at such other point as the Town may determine or upon suitable samples taken at said points of discharge. Sampling shall be carried out by customarily accepted methods to reflect the limits of concentration, etc., specified in Article IV and the effect of constituents upon the sewerage works and to determine the existence of hazards to life and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses shall be obtained from twenty-four (24) hour composites of all outfalls whereas pH shall be determined from periodic grab samples). Should any such analysis disclose concentration higher than those permissible, the Town will at once inform the County of such violation. It shall be the obligation of the County, to the extent of its legal ability, to require the offending originator of said highly concentrated materials to take

remedial pre-treatment of its wastes before discharge into the County System or the Town System. In some borderline cases of excessive strength of industrial waste, the originating industry and the County may be desirous, and the Town may be agreeable, to negotiating terms under which the Town will accept and treat any over-strength waste, but the Town makes no commitment to perform such service.

7.4 If, by an reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligation of the party receiving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, etc., of public enemy, orders of any kind of the government of the United States or the State of Virginia, or any civil or military authority, insurrections, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply and inability on the part of any contracting member to provide water necessary for operation of its water and sewerage system hereunder, or of the Town to receive sewage on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Force Majeure shall not relieve the County of its obligation to make payments to the Town as required under Article VI or its obligation with respect to quality of sewage and set forth in Article IV of this Agreement.

7.5 This Agreement shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the Commonwealth of Virginia, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them. As plant owner and operator, the Town shall be solely and exclusively responsible for the compliance with all such rules, regulations and laws pertaining to the treatment of waste and disposition of the products of waste treatment derived by operation of this Agreement.

7.6 This Agreement and the Town's provision of utility services pursuant hereto shall not be involved as support or justification for any involuntary boundary adjustment (annexation) by the Town.

7.7 All Town revenue derived from operation of the Town System and providing sewer service shall be accounted for by the Town and expended only for legitimate costs of operating the Town System and providing sewer service.

7.8 Each of the parties hereto shall do all acts and execute all documents necessary and reasonably convenient to effectuate the terms and provisions of this Agreement.

7.9 This Agreement is made and entered into in the Commonwealth of Virginia and shall be governed by, construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. The parties agree that any dispute arising out of or in connection with this Agreement shall be adjudicated in the Circuit Court of Accomack County.

7.10 The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is ruled invalid or unenforceable by the Circuit Court of Accomack County, the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

7.11 This Agreement sets forth the final agreement between the County and the Town regarding all matters addressed herein; neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein.

ARTICLE VIII

TERM, TERMINATION, AND NOTICES

8.1 The Agreement shall continue in force and effect for forty (40) years from its effective date.

8.2 This Agreement may be terminated by either party upon not less than thirty (30) months' notice given in writing to the other party in accordance with this Article. Notwithstanding this notice requirement, any advertisement or public consideration by the Town of any change in sewer rates that could have the effect of imposing a rate on the County higher than the lowest sewer rate imposed upon any sewer customer within the Town shall be deemed justification for termination of this Agreement without notice by the County.

8.3 All notices or communications provided for herein shall be in writing and shall be delivered or mailed, and, if mailed, shall be sent by certified or registered mail, postage prepaid, to the chief administrative officer of the party or its successor. Correspondence to the Town shall be copied to the Mayor. Correspondence to the County shall be copied to the Chairman of the Board of Supervisors. The address of the Town shall be the Town's municipal office in Onancock, Virginia, and the address of the County shall be its county office in Accomac, Virginia, unless either is notified by the other in writing of a change of address.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, all as of the day and year written below.

TOWN OF ONANCOCK, VIRGINIA

ATTEST:

By:

Mayor

Dated: _____

Clerk of Town of Onancock

COUNTY OF ACCOMACK, VIRGINIA

ATTEST:

By:

County Administrator

Dated: _____

Clerk, Accomack County

APPROVED AS TO FORM:

County Attorney

Town Manager's Report
June 24, 2019

Cellular Tower Progress

Construction is still scheduled to be complete by August 1, 2019 provided there are no weather delays.

Wharf Interpretive Panel

The installation of the wharf interpretive panel is scheduled for July 19, 2019. I have discussed the idea of having a ribbon cutting with Shannon Alexander from the Accomack Northampton Planning District Commission once this is installed.

Resurfacing Jackson Street

I received a cost estimate for resurfacing Jackson Street. Due to the high cost, Davis Bowen and Friedel is going to provide some alternative options for repairing the street including tar and chip and overlaying the street.

Sewer Grinder Pump

Bob Bloxom, Bryan Horton and I had a telephone conference with Aaron Goller at Davis Bowen and Friedel regarding the installation of a grinder pump to address hospital rags affecting the town pump station. Since February 2019, we have had ongoing discussions with hospital and County staff to address this matter. The solution recommended by our engineer is a grinder at a manhole along the county portion of the line. The grinder would shred the materials into smaller pieces. The cost would be approximately \$50,000. Further discussions with the County will occur within the next few weeks regarding this proposed solution.

Suntrust Bank

I met with Cindy Gazda, Vice President at Suntrust Bank, regarding rumors of their branch closing. She has reassured me there is no plan to close this branch at this time. If Suntrust decided to close the branch, the bank would provide ample notice to customers, possibly even a year.

Northeast Revitalization Project

I met with Bobbie Wert and Nancy Gonzalez from Habitat for humanity on June 7. We discussed the beginning phase of the project which will be the submittal of a Community Development Block Grant planning grant. This grant will be submitted this summer.

Transfer of Streets

I have received the surveys for the 2 streets slated to be turned over to VDOT this year. I met with Chris Isdell and Dale Pusey from VDOT this morning, June 24, to discuss next steps in the process.

New Businesses

Flo's Unique Cleaning and Larkins Attic are 2 new businesses in town.

Downtown Revitalization Grant Opportunity

Carol Tunstall from the Main Street group and I had a telephone conference with Curt Smith from the Accomack Northampton Planning District Commission. We discussed the possibility of Community Development Block Grant application for a planning grant and community improvement grant. The planning grant phase would be the first step and would include completion of a downtown inventory and marketing plan. The community improvement phase would be the second step and could include façade improvements, pedestrian enhancements or a revolving loan fund for businesses. The planning grant can be applied for from January through September each year. The community improvement grant is due at the end of March each year. Curt Smith will plan to come to the August Town Council meeting to provide more information and answer questions on this process.

VLGMA Summer Conference

I attended the Virginia Local Government Managers' Conference last Thursday. The topics included broadband, the General Assembly and crisis communication.

Financial Report Summary as of May 31, 2019
June 24, 2019 Town Council meeting

- Delinquent real property, personal property and transient occupancy taxes are exceeding projections.
- Meals taxes are down but this figure does not include approximately \$7,000 collected in June
- Law Enforcement Funds are down due to reduced 599 funding.
- Transient docks fees are down possibly due to the weather.
- Wharf gas sales continue to be good.
- Community promotions actually has approximately \$6,000 left in its line item. This does not include invoices received in June.
- Town has received an invoice for the weed control.
- Water charges do not include June billing.
- Sewer charges are down due to lower County flow as a result of the meter issue last year.
- Repair and maintenance is up due to unexpected repairs including wells at the water tower and the dump truck for hauling sludge.

SUMMARY TOTALS

YTD: MAY 31, 2019

<u>GENERAL FUND</u>	<u>BUDGET</u>	<u>YTD</u>
EXPENDITURES	\$1,588,754.77	\$1,205,718.06
REVENUES	\$1,587,254.77	\$1,374,091.54

OVER/UNDER	\$168,373.48
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WATER/SEWER FUND

EXPENSES	\$	1,328,900.00	\$	1,143,725.75
REVENUES	\$	1,328,900.00	\$	1,101,432.94

OVER/UNDER	\$ (42,292.81)
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TOTAL OVER/UNDER FOR ALL FUNDS	\$126,080.67
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TOWN OF ONANCOCK - INTERNAL INCOME STATEMENT FOR MAY 2019

Disp Acct	Budget	YTD	Prcnt
GENERAL FUND REVENUE			
10-3110-1010 REAL PROPERTY-CURRENT	\$356,206.15	\$327,169.08	91.85
10-3110-1020 REAL PROPERTY-DELINQUENT	\$10,000.00	\$37,019.41	370.19
10-3110-2010 PUBLIC SERVICE-REAL	\$17,000.00	\$17,287.54	101.69
10-3110-3010 PERSONAL PROPERTY-CURRENT	\$164,000.00	\$161,706.80	98.60
10-3110-3020 PERSONAL PROPERTY-DELINQUENT	\$5,000.00	\$17,797.21	355.94
10-3110-3030 PUBLIC SERVICE-PERSONAL PROPERTY	\$850.00	\$663.16	78.02
10-3110-6010 PENALTIES	\$15,000.00	\$12,912.80	86.09
10-3120-0100 LOCAL SALES TAX	\$76,600.00	\$70,577.34	92.14
10-3120-0200 CONSUMERS UTILITY TAX	\$52,700.00	\$51,322.96	97.39
10-3120-0300 BUSINESS LICENSE TAX	\$38,000.00	\$42,147.08	110.91
10-3120-0500 VEHICLE DECALS	\$16,000.00	\$15,165.00	94.78
10-3120-0600 BANK STOCK TAXES	\$35,000.00	\$37,922.00	108.35
10-3120-0700 CELLULAR PHONE TAX	\$92,500.00	\$77,748.79	84.05
10-3120-1000 TRANSIENT OCCUPANCY TAX	\$18,875.00	\$25,445.26	134.81
10-3130-3080 BUILDING/ZONING PERMITS	\$300.00	\$275.00	91.67
10-3130-3100 MEALS TAX	\$160,000.00	\$147,718.17	92.32
10-3140-1010 TRAFFIC FINES	\$10,000.00	\$12,481.04	124.81
10-3150-1010 INTEREST ON ACCOUNTS	\$250.00	\$11,063.65	193.85
10-3150-2010 RENTAL OF PROPERTY	\$600.00	\$125.00	20.83
10-3160-0804 TRASH REVENUE	\$74,000.00	\$67,833.50	91.67
10-3189-0803 GRASS CUTTING	\$300.00	\$0.00	0.00
10-3189-9001 MISCELLANEOUS REVENUE	\$5,250.00	\$5,912.95	112.63
10-3221-0401 LAW ENFORCEMENT FUNDS	\$46,000.00	\$33,510.15	72.85
10-3221-0410 FIRE PROGRAM FUNDS	\$10,000.00	\$10,000.00	100.00
10-3221-0411 LITTER CONTROL GRANT	\$1,031.00	\$1,034.00	100.29
10-3221-0414 VA COMM FOR THE ARTS	\$1,500.00	(\$1,500.00)	-100.00
	\$1,206,962.15	\$1,183,337.89	
WHARF REVENUE			
10-3160-1305 BOAT DOCKAGE FEES-MONTHLY	\$625.00	\$0.00	0.00
10-3160-1306 BOAT DOCKAGE FEES-TRANSIENT	\$72,960.00	\$42,761.18	58.61
10-3160-1307 BOAT RAMP FEES	\$800.00	\$930.00	116.25
10-3160-1308 RAMP-ANNUAL DECAL	\$1,500.00	\$1,145.00	76.33
10-3160-1309 WHARF GASOLINE SALES	\$85,000.00	\$84,574.61	99.50
10-3160-1314 WHARF-OTHER	\$2,200.00	\$1,432.50	65.11
10-3160-1316 WHARF ELECTRIC	\$5,500.00	\$4,023.07	73.15
	\$168,585.00	\$134,866.36	
WHARF GRANT REIMBURSEMENT			
10-3160-1317 WHARF-GRANTS	\$211,707.62	\$55,887.29	26.40
ADMINISTRATION EXPENDITURES			
COMPENSATION & BENEFITS			
10-4503-1100 SALARIES	\$145,470.33	\$122,020.30	83.88
10-4503-1200 OVER-TIME COMPENSATION	\$2,000.00	\$1,856.60	92.83
10-4503-2100 FICA	\$11,291.19	\$8,768.00	77.65
10-4503-2200 RETIREMENT-VRS	\$24,064.11	\$22,480.42	93.42
10-4503-2300 HOSPITALIZATION	\$21,390.00	\$19,606.50	91.66
10-4503-2400 LIFE INSURANCE	\$1,844.66	\$1,853.28	100.47
10-4503-2600 SUTA	\$2,500.00	\$625.70	25.03
	\$208,560.29	\$177,210.80	

ACCOUNTING COSTS

10-4503-3120 AUDIT SERVICE	\$16,750.00	\$16,750.00	100.00
10-4503-3121 BANK PROCESSING FEES	\$1,000.00	\$1,454.86	145.49
10-4503-3130 BOOKKEEPING FEES	\$3,500.00	\$3,517.34	100.50
	\$21,250.00	\$21,722.20	

OTHER EXPENDITURES

10-4503-3140 TRAINING/SCHOOL	\$2,000.00	\$999.99	50.00
10-4503-3601 ADVERTISING	\$3,000.00	\$2,056.45	68.55
10-4503-5500 TRAVEL	\$2,000.00	\$2,103.89	105.19
10-4503-5801 DUES & MEMBERSHIP	\$1,200.00	\$1,116.00	93.00
10-4503-6014 MISCELLANEOUS	\$3,000.00	\$3,168.25	105.61
	\$11,200.00	\$9,444.58	

SUPPLIES

10-4503-3330 OFFICE EQUIPMENT REPAIR	\$24,000.00	\$24,105.57	100.44
10-4503-3501 PRINTING-AUTO DECALS	\$275.00	\$705.48	256.54
10-4503-5201 POSTAGE	\$4,500.00	\$2,877.54	63.95
10-4503-6001 OFFICE SUPPLIES	\$17,500.00	\$7,322.89	41.85
	\$46,275.00	\$35,011.48	

UTILITIES

10-4503-5203 TELEPHONE	\$2,550.00	\$1,690.90	66.31
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DEPARTMENT TOTALS

\$289,835.29 \$245,079.96

BUILDINGS & GROUNDS EXPENDITURES

UTILITIES

10-6056-5101 ELECTRIC SERVICES	\$5,500.00	\$3,578.37	65.06
10-6056-5102 HEATING FUEL	\$3,500.00	\$4,217.96	120.51
	\$9,000.00	\$7,796.33	

REPAIR & MAINTENANCE

10-6056-6007 REPAIR & MAINTENANCE	\$9,500.00	\$4,996.85	52.60
10-6056-6006 TOWN HALL JANITORIAL SERVICES	\$3,250.00	\$3,000.00	92.31
	\$12,750.00	\$7,996.85	

SUPPLIES

10-6056-6005 JANITORIAL SUPPLIES	\$1,500.00	\$399.93	26.66
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DEPARTMENT TOTALS

\$23,250.00 \$16,193.11

CHRISTMAS EXPENDITURES

UTILITIES

10-7064-5101 ELECTRIC SERVICES	\$200.00	\$254.08	127.04
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REPAIR & MAINTENANCE

10-7064-6007 REPAIR & MAINTENANCE SUPPLIES	\$500.00	\$160.81	32.16
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SUPPLIES

10-7068-6015 HOLIDAY DECORATIONS	\$6,500.00	\$9,563.20	147.13
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DEPARTMENT TOTALS

\$7,200.00 \$9,978.09

MAYOR & COUNCIL EXPENDITURES

COMPENSATION

10-4001-1101 MAYOR & COUNCIL COMPENSATION	\$14,200.42	\$13,106.01	92.29
10-4001-2100 FICA	\$1,086.28	\$957.58	88.15
	\$15,286.70	\$14,063.59	

OTHER EXPENDITURES

10-4001-5500 TRAVEL-TOWN COUNCIL	\$500.00	\$846.32	169.26
10-4001-5803 COMMUNITY PROMOTION	\$16,600.00	\$6,295.11	37.92
10-4001-5804 TOWN BEAUTIFICATION COMM	\$1,000.00	\$832.00	83.20

10-4001-5805 MAIN STREET PROGRAM	\$5,000.00	\$5,000.00	100.00
10-4001-5806 ES TOURISM-TOT SHARE	\$4,500.00	\$4,379.95	97.33
	\$27,600.00	\$17,353.38	

DEPARTMENT TOTALS \$42,886.70 \$31,416.97

DEBT SERVICE/CONTINGENCIES

OTHER EXPENDITURES			
10-8080-9103 CONTINGENCIES	\$29,000.00	\$17,397.80	59.99

DEBT SERVICE

10-8080-9105 BANK BUILDING LOAN	\$26,762.00	\$24,549.58	91.73
10-8080-9106 RURAL DEV LOAN	\$7,032.00	\$6,446.00	91.67
	\$33,794.00	\$30,995.58	

DEPARTMENT TOTALS \$62,794.00 \$48,393.38

FIRE DEPARTMENT EXPENDITURES

OTHER EXPENSES			
10-5528-5605 CONTRIBUTION TO FIRE COMPANY	\$22,500.00	\$22,500.00	100.00
10-5528-5606 FIRE PROGRAMS FUNDING	\$10,000.00	\$10,000.00	100.00
	\$32,500.00	\$32,500.00	

DEPARTMENT TOTALS \$32,500.00 \$32,500.00

INSURANCE EXPENDITURES

INSURANCE			
10-4510-2700 VACORP	\$900.00	\$789.65	87.74
10-4510-5304 PROPERTY INSURANCE	\$35,366.00	\$32,917.75	93.08
10-4510-5305 VEHICLE INSURANCE	\$6,198.00	\$6,499.25	104.86
10-4510-5306 SURETY BONDS	\$200.00	\$0.00	0.00
10-4510-5307 PUBLIC OFFICIALS LAIB INS	\$2,618.00	\$5,357.00	204.62
10-4510-5308 GENERAL LIABILITY INSURANCE	\$2,971.00	\$2,326.25	78.30
10-4510-5309 WORKMEN'S COMPENSATION	\$14,293.00	\$14,060.75	98.38
10-5524-5301 LINE OF DUTY ACT	\$2,787.00	\$3,692.25	132.48
10-4510-5310 FLOOD INSURANCE-WHARF	\$500.00	\$0.00	0.00
	\$65,833.00	\$65,642.90	

DEPARTMENT TOTALS \$65,833.00 \$65,642.90

LEGAL/PROFESSIONAL EXPENDITURES

LEGAL			
10-4506-3130 TOWN ATTORNEY	\$4,000.00	\$7,917.89	197.95
10-4506-3131 CONSULTANTS	\$1,000.00	\$2,211.00	221.10
10-4506-3132 COURT FEES	\$250.00	\$0.00	0.00
10-4506-3133 TOWN CODE CODIFICATION	\$14,000.00	\$1,990.00	14.21
	\$19,250.00	\$12,118.89	

DEPARTMENT TOTALS \$19,250.00 \$12,118.89

MOSQUITO/WEED CONTROL EXPENDITURES

REPAIR & MAINTENANCE			
10-6034-1100 MOSQUITO CONTRACT	\$3,500.00	\$2,400.00	68.57
10-6034-6007 REPAIR & MAINTENANCE SUPPLIES	\$500.00	\$0.00	0.00
10-6034-6025 MOSQUITO CHEMICALS	\$2,500.00	\$0.00	0.00
10-6034-6027 WEED CONTROL CONTRACT	\$6,500.00	\$0.00	0.00
	\$13,000.00	\$2,400.00	

DEPARTMENT TOTALS \$13,000.00 \$2,400.00

PARKS EXPENDITURES

REPAIR & MAINTENANCE

10-7068-1400 CUTTING GRASS CONTRACT	\$6,300.00	\$5,765.00	91.51
10-7068-6007 REPAIR & MAINTENANCE SUPPLIES	\$550.00	\$205.46	37.36
10-7068-6010 SMALL TOOLS & EQUIPMENT	\$150.00	\$34.19	22.79
10-7068-6011 PARKS-PLANTINGS & LANDSCAPING	\$2,500.00	\$1,575.65	63.03
	\$9,500.00	\$7,580.30	

UTILITIES

10-7068-5101 ELECTRIC SERVICES	\$924.00	\$1,024.67	110.90
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DEPARTMENT TOTALS

\$10,424.00

\$8,604.97

POLICE EXPENDITURES

COMPENSATION & BENEFITS

10-5524-1100 SALARIES	\$215,384.11	\$200,352.83	93.02
10-5524-1200 OVER-TIME COMPENSATION	\$9,300.00	\$1,213.82	13.05
10-5524-2100 FICA	\$17,319.22	\$15,808.15	91.28
10-5524-2200 RETIREMENT-VRS	\$34,648.89	\$33,361.92	96.29
10-5524-2300 HOSPITALIZATION	\$42,780.00	\$15,686.00	36.67
10-5524-2400 LIFE INSURANCE	\$2,692.86	\$2,750.31	102.13
10-5524-2600 SUTA	\$1,052.00	\$612.38	58.21
	\$323,177.08	\$269,785.41	

OTHER OP SUPPLIES

10-5524-3140 TRAINING	\$5,000.00	\$3,207.95	64.16
10-5524-5500 TRAVEL	\$500.00	\$481.90	96.38
	\$5,500.00	\$3,689.85	

REPAIR & MAINTENANCE

10-5524-3310 VEHICLE REPAIR	\$4,000.00	\$4,113.27	102.83
10-5524-3330 COMPUTER MAINTENANCE	\$4,000.00	\$1,234.45	30.86
	\$8,000.00	\$5,347.72	

UTILITIES

10-5524-5203 TELEPHONE SERVICES	\$2,892.00	\$3,530.89	122.09
10-5524-6008 VEHICLE FUEL	\$14,000.00	\$7,321.56	52.30
	\$16,892.00	\$10,852.45	

SUPPLIES

10-5524-6001 OFFICE SUPPLIES	\$1,500.00	\$1,467.55	97.84
10-5524-6011 UNIFORMS	\$3,000.00	\$2,685.15	89.51
10-5524-6016 POLICE SUPPLIES	\$9,000.00	\$5,057.41	56.19
10-5524-8110 NEW POLICE VEHICLE	\$15,000.00	\$0.00	0.00
	\$28,500.00	\$9,210.11	

DEPARTMENT TOTALS

\$382,069.08

\$298,885.54

SOLID WASTE EXPENDITURES

REPAIR & MAINTENANCE

10-6044-3310 VEHICLE MAINTENANCE	\$3,000.00	\$726.59	24.22
10-6044-3910 TRASH COLLECTION SERVICE	\$92,500.00	\$89,375.18	96.62
10-6044-6007 REPAIR & MAINTENANCE	\$2,000.00	\$283.66	14.18
	\$97,500.00	\$90,385.43	

UTILITIES

10-6044-6008 VEHICLE FUEL	\$4,000.00	\$3,236.63	80.92
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DEPARTMENT TOTALS

\$101,500.00

\$93,622.06

STREET MAINTENANCE EXPENDITURES

COMPENSATION & BENEFITS

10-6040-1100 SALARIES	\$23,646.30	\$22,169.71	93.76
10-6040-1200 OVER-TIME COMPENSATION	\$1,500.00	\$359.24	23.95

10-6040-2100 FICA	\$1,659.77	\$1,709.76	103.01
10-6040-2200 RETIREMENT-VRS	\$4,026.88	\$3,834.88	95.23
10-6040-2300 HOSPITALIZATION	\$8,556.00	\$7,843.00	91.67
10-6040-2400 LIFE INSURANCE	\$308.30	\$329.82	106.98
10-6040-2600 SUTA	\$105.20	\$222.68	211.67
	\$39,802.45	\$36,469.09	

REPAIR & MAINTENANCE

10-6040-3310 VEHICLE REPAIR	\$2,000.00	\$583.63	29.18
10-6040-6007 STREET REPAIR	\$8,500.00	\$5,146.20	60.54
10-6040-6010 SMALL EQUIPMENT REPAIR & MAINT.	\$500.00	\$98.50	19.70
10-6040-6018 SAFETY/STREET SIGNS	\$300.00	\$144.00	48.00
	\$11,300.00	\$5,972.33	

UTILITIES

10-6040-5101 ELECTRIC SERVICE	\$30,000.00	\$22,205.73	74.02
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OTHER OP SUPPLIES

10-6040-6011 UNIFORMS	\$500.00	\$0.00	0.00
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SUPPLIES

10-6040-6015 CAN LINERS	\$1,200.00	\$1,585.91	132.16
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DEPARTMENT TOTALS

\$82,802.45 \$66,233.06

WHARF EXPENDITURES

COMPENSATION & BENEFITS

10-7060-1100 WHARF SALARIES	\$35,000.00	\$4,791.58	13.69
10-7060-1200 OVER-TIME COMPENSATION	\$5,000.00	\$685.01	13.70
10-7060-1300 PART-TIME COMPENSATION	\$15,000.00	\$31,567.84	210.45
10-7060-2100 FICA	\$3,825.00	\$2,806.88	73.38
10-7060-2200 RETIREMENT	\$5,960.50	\$926.92	15.55
10-7060-2300 HOSPITALIZATION	\$8,556.00	\$5,595.00	65.39
10-7060-2400 LIFE INSURANCE	\$458.50	\$76.42	16.67
10-7060-2600 SUTA	\$553.00	\$316.32	57.20
	\$74,353.00	\$46,765.97	

UTILITIES

10-7060-5101 ELECTRIC SERVICES	\$7,500.00	\$5,684.43	75.79
10-7060-5203 TELEPHONE	\$601.00	\$488.40	81.26
	\$8,101.00	\$6,172.83	

REPAIR & MAINTENANCE

10-7060-6005 WHARF JANITORIAL SUPPLIES	\$2,500.00	\$740.98	29.64
10-7060-6007 REPAIR & MAINTENANCE SUPPLIES	\$2,000.00	\$6,060.93	303.05
	\$4,500.00	\$6,801.91	

SUPPLIES

10-7060-6008 COST OF GAS/DIESEL SALES	\$75,000.00	\$65,827.54	87.77
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OTHER OP SUPPLIES

10-7060-6014 OTHER OPERATING SUPPLIES	\$2,500.00	\$2,353.62	94.14
10-7060-6016 ADVERTISING & DUES	\$2,000.00	\$2,854.00	142.70
10-7060-6009 COST OF MERCHANDISE	\$500.00	\$0.00	0.00
	\$5,000.00	\$5,207.62	

DEPARTMENT TOTALS

\$166,954.00 \$130,775.87

74 % GRANT FUNDED

WHARF CAPITAL IMPROVEMENTS

10-7060-6018 CAPITAL IMPROVEMENTS	\$288,456.25	\$143,873.26	49.88
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TOWN OF ONANCOCK - INTERNAL INCOME STATEMENT FOR MAY 2019

Disp Acct	Budget	YTD	Prcnt
WATER & SEWER REVENUE			
51-3160-0805 WATER CHARGES	\$321,000.00	\$288,963.12	90.02
51-3160-0806 SEWER CHARGES	\$960,000.00	\$792,474.95	82.55
51-3160-0809 WATER INSTALLATION FEES	\$3,000.00	\$1,500.00	50.00
51-3160-0810 SEWER INSTALLATION FEES	\$2,400.00	\$1,200.00	50.00
51-3160-0811 WATER & SEWER PENALTIES	\$24,000.00	\$15,234.87	63.48
51-3160-0820 SEPTAGE REVENUE	\$15,000.00	\$0.00	0.00
51-3160-9001 MISCELLANEOUS REVENUE	\$3,500.00	\$2,060.00	58.86
	\$1,328,900.00	\$1,101,432.94	83
WATER EXPENSES			
COMPENSATION & BENEFITS			
51-6048-1100 SALARIES	\$64,860.19	\$65,462.59	100.93
51-6048-1200 OVER-TIME COMPENSATION	\$6,000.00	\$4,337.50	72.29
51-6048-2100 FICA	\$4,965.85	\$5,194.93	104.61
51-6048-2200 RETIREMENT	\$10,138.56	\$10,167.91	100.29
51-6048-2300 HOSPITALIZATION	\$14,973.00	\$13,546.75	90.47
51-6048-2400 LIFE INSURANCE	\$846.12	\$838.34	99.08
51-6048-2600 SUTA	\$368.20	\$310.23	84.26
	\$102,151.92	\$99,858.25	
OTHER OP SUPPLIES			
51-6048-3140 TRAINING & TRAVEL	\$1,000.00	\$0.00	0.00
51-6048-3601 ADVERTISING	\$150.00	\$85.37	56.91
51-6048-5801 DUES & MEMBERSHIPS	\$1,000.00	\$100.00	10.00
51-6048-5803 HEALTH DEPARTMENT FEES	\$5,000.00	\$2,132.85	42.66
	\$7,150.00	\$2,318.22	
SUPPLIES			
51-6048-3502 PRINTING UTILITY BILLS	\$4,200.00	\$4,839.98	115.24
51-6048-5201 POSTAGE	\$500.00	\$672.06	134.41
51-6048-6011 UNIFORMS	\$300.00	\$176.72	58.91
51-6048-6016 LAB SUPPLIES	\$3,000.00	\$521.10	17.37
51-6048-6020 PURIFICATION SUPPLIES	\$29,000.00	\$19,381.93	66.83
	\$37,000.00	\$25,591.79	
REPAIR/MAINT.			
51-6048-3310 VEHICLE REPAIR	\$2,000.00	\$602.85	30.14
51-6048-3311 REPAIR & MAINTENANCE SVC	\$5,000.00	\$16,138.30	322.77
51-6048-6007 REPAIR & MAINTENANCE	\$5,000.00	\$4,633.99	92.68
51-6048-6008 VEHICLE FUEL	\$2,000.00	\$1,575.37	78.77
51-6048-8101 SMALL TOOLS & EQUIPMENT	\$200.00	\$0.00	0.00

	\$14,200.00	\$22,950.51	
<u>UTILITIES</u>			
51-6048-5101 ELECTRIC SERVICES	\$13,000.00	\$11,388.59	87.60
51-6048-5203 TELEPHONE	\$2,000.00	\$2,038.98	101.95
	\$15,000.00	\$13,427.57	
<u>DEBT SERVICE</u>			
51-6048-8119 WATER SYSTEM REP/DEBT SVC	\$162,375.00	\$99,636.64	61.36
DEPARTMENT TOTAL	\$337,876.92	\$263,782.98	

SEWER EXPENSES

COMPENSATION & BENEFITS

51-6052-1100 SALARIES	\$155,545.92	\$148,988.18	95.78
51-6052-1200 OVER-TIME COMPENSATION	\$19,109.95	\$12,891.54	67.46
51-6052-2100 FICA	\$12,060.74	\$12,252.08	101.59
51-6052-2200 RETIREMENT	\$25,581.95	\$24,354.71	95.20
51-6052-2300 HOSPITALIZATION	\$32,085.00	\$26,204.00	81.67
51-6052-2400 LIFE INSURANCE	\$2,486.92	\$2,007.92	80.74
51-6052-2600 SUTA	\$894.20	\$729.82	81.62
	\$247,764.68	\$227,428.25	

OTHER OP SUPPLIES

51-6052-3140 TRAINING	\$1,000.00	\$0.00	0.00
51-6052-3601 ADVERTISING	\$250.00	\$85.37	34.15
51-6052-6011 UNIFORMS	\$300.00	\$176.71	58.90
51-6052-5801 DUES & MEMBERSHIPS	\$4,000.00	\$3,537.94	88.45
	\$5,550.00	\$3,800.02	

SUPPLIES

51-6052-3502 PRINTING UTILITY BILLS	\$450.00	\$0.00	0.00
51-6052-5201 POSTAGE, SHIPPING	\$1,000.00	\$672.05	67.21
51-6052-6001 OFFICE SUPPLIES	\$4,300.00	\$4,101.72	95.39
	\$5,750.00	\$4,773.77	

REPAIR & MAINT.

51-6052-3310 VEHICLE REPAIR	\$1,500.00	\$1,983.21	132.21
51-6052-3340 COLL.REPAIR/MAINTENANCE PLA	\$75,000.00	\$111,225.17	148.30
51-6052-3345 MEMBRANE REPLACEMENT	\$44,500.00	\$0.00	0.00
51-6052-3350 OUTSIDE CONTRACT-TESTING	\$36,000.00	\$10,625.89	29.52
51-6052-3360 REPAIR & MAINTENANCE	\$3,500.00	\$348.00	9.94
51-6052-6008 VEHICLE FUEL	\$3,500.00	\$2,364.72	67.56
51-6052-6022 LAB SUPPLIES	\$2,500.00	\$6,460.55	258.42
51-6052-6025 WASTEWATER CHEMICALS	\$42,000.00	\$25,110.37	59.79
51-6052-6026 SAFETY EQUIPMENT	\$500.00	\$0.00	0.00
51-6052-8101 MACHINERY & EQUIPMENT	\$500.00	\$0.00	0.00
	\$209,500.00	\$158,117.91	

UTILITIES

51-6052-5101 ELECTRIC SERVICES	\$75,000.00	\$82,117.29	109.49
51-6052-5203 TELEPHONE	\$7,650.00	\$7,757.13	101.40
	\$82,650.00	\$89,874.42	

CAPITAL IMPROVEMENTS

51-6052-6018 RESERVE FOR CAPITAL IMPROVE	\$10,000.00	\$0.00	0.00
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DEBT SERVICE

51-6052-9109 I/I DEBT SVC SEWER GRANT	\$45,000.00	\$45,000.00	100.00
51-6052-9110 CAPITAL IMP. DEBT SVC	\$66,725.00	\$58,356.00	87.46
51-6052-9120 WTP DEBT SERVICE (SRLF)	\$216,119.40	\$216,119.40	100.00
51-6052-9130 WTP DEBT SERVICE-RURAL DEVE	\$101,964.00	\$76,473.00	75.00
	\$429,808.40	\$395,948.40	

	\$991,023.08	\$879,942.77	
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WHARF REVENUE

	<u>BUDGET</u>	<u>YTD</u>	<u>%</u>
10-3160-1305 BOAT DOCKAGE FEES-MONTHLY	\$ 625.00	\$ -	0%
10-3160-1306 BOAT DOCKAGE FEES-TRANSIENT	\$ 72,960.00	\$ 42,761.18	59%
10-3160-1307 BOAT RAMP FEES	\$ 800.00	\$ 930.00	116%
10-3160-1308 RAMP-ANNUAL DECAL	\$ 1,500.00	\$ 1,145.00	76%
10-3160-1309 WHARF GASOLINE SALES	\$ 85,000.00	\$ 84,574.61	99%
10-3160-1314 WHARF-OTHER	\$ 2,200.00	\$ 1,432.50	65%
10-3160-1316 WHARF ELECTRIC	\$ 5,500.00	\$ 4,023.07	73%
	\$ 168,585.00	\$ 134,866.36	80%

WHARF EXPENDITURES

10-7060-1100 WHARF SALARIES	\$ 35,000.00	\$ 4,791.58	14%
10-7060-1200 OVER-TIME COMPENSATION	\$ 5,000.00	\$ 685.01	14%
10-7060-1300 PART-TIME COMPENSATION	\$ 15,000.00	\$ 31,567.84	210%
10-7060-2100 FICA	\$ 3,825.00	\$ 2,806.88	73%
10-7060-2200 RETIREMENT	\$ 5,960.50	\$ 926.92	16%
10-7060-2300 HOSPITALIZATION	\$ 8,556.00	\$ 5,595.00	65%
10-7060-2400 LIFE INSURANCE	\$ 458.50	\$ 76.42	17%
10-7060-2600 SUTA	\$ 553.00	\$ 316.32	57%
10-7060-5101 ELECTRIC SERVICES	\$ 7,500.00	\$ 5,684.43	76%
10-7060-5203 TELEPHONE	\$ 601.00	\$ 488.40	81%
10-7060-6005 WHARF JANITORIAL SUPPLIES	\$ 2,500.00	\$ 740.98	30%
10-7060-6007 REPAIR & MAINTENANCE SUPPLIES	\$ 2,000.00	\$ 6,060.93	303%
10-7060-6008 COST OF GAS/DIESEL SALES	\$ 75,000.00	\$ 65,827.54	88%
10-7060-6014 OTHER OPERATING SUPPLIES	\$ 2,500.00	\$ 2,353.62	94%
10-7060-6016 ADVERTISING & DUES	\$ 2,000.00	\$ 2,854.00	143%
10-7060-6009 COST OF MERCHANDISE	\$ 500.00	\$ -	0%
	\$ 166,954.00	\$ 130,775.87	78%

REV/EXP (OVER/UNDER)	\$ 4,090.49
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Town of Onancock
Town Council Action Items
May 19, 2019 Town Council Meeting

Action item	Outcome
Discuss with chief about amending ordinance that suspends parking on Sunday for fire hydrants specifically.	The chief and I reviewed the ordinance and determined that it provides us authority to regulate time and place of parking. We will now ticket any individuals parked in front of fire hydrants on Sundays.
Reset sprinkler at Custis Park to 5:00 a.m.	The sprinkler has been set for 5:00 a.m.
Run temporary water line under Mt. Prospect bridge to faucet for watering plants.	Running a temporary line would damage a hose since it will be across parking lot. Harbormaster will assist with watering gardens until replacement line installed.
Follow-up with Bowman Consulting to expedite installation of water line under Mt. Prospect Bridge.	Discussed expedition of installation with Bowman. The project required a 30 day review by the Department of Health which will be complete by the end of June. It will take approximately 30 days to complete construction. Bowman was able to move completion date up to mid- August. Will continue to monitor project.
Check with Craig regarding Ed Weber fixing door.	Ed Weber has completed the repair to the door and it is no longer leaking.
Move barricade on Market Street end closer to the end of the street.	The barricade has been moved closer to Market Street.

ONANCOCK POLICE DEPARTMENT

Summary of Police Activities for May 2019

Events initiated _____ 2,751

Court

Number of times attended: Three Fines: \$3,543.00

Traffic

Number of summonses issued: 51 Number of warnings: 28

Event:	Number of:	Event:	Number of:
Vandalism	1	BUSINESS- assist/complaints	5
Domestics	4	Mental Health	4
Special Patrols	1,474	CITIZEN- welfare check	1
Fraud	2	Alarm	2
BUSINESS- checks	101	CITIZEN- assist/complaints	18
Disorderly Conduct	3	Assault	1
Animal Complaint	4	Larceny	2
Missing Person	1	Breaking & Entering	1
Trespassing	2	Residence Checks	57
Suspicious person/activity/vehicle	5	Noise Complaints	4
Assist other agencies	31		