

Town Council:

Bob Bloxom  
Ray Burger  
Thelma Gillespie  
Catherine Krause  
Joy Marino  
Maphis Oswald



Mayor: Fletcher Fosque  
Town Manager: Matt Spuck

15 North Street  
Onancock, VA 23417

757-787-3363  
[www.Onancock.com](http://www.Onancock.com)

Town of Onancock

Town Council Meeting

December 21, 2020 at 7:00 p.m.

**THIS IS A VIRTUAL MEETING – NO IN-PERSON ATTENDANCE**

Topic: Town Council - Dec. 21, 2020

Time: Dec 21, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85876470289?pwd=S0RPNnFibzA3MkZNaWUya1hleUZzdz09>

Meeting ID: 858 7647 0289

Passcode: 037409

Or by Telephone at

1-301-715-8592 Meeting ID 858 7647 0289# Passcode 037409#

Agenda

1. Call to order and roll call
2. Pledge of Allegiance
3. Consideration and approval of meeting minute from:
  - a. November 23, 2020 Town Council meeting
  - b. November 30, 2020 Public Hearing
4. Public Business:
  - a. Resolution to name town attorney
  - b. Resolution to accept donation of real property
5. Public comment
6. Committee Reports:
  - a. HRSD (Bob Bloxom)
  - b. Waterfront (Bob Bloxom)
  - c. Planning Commission (Bob Bloxom)
  - d. Personnel (Catherine Krause)
  - e. Strategic Planning (Fletcher Fosque)
7. Mayor's report
8. Town Manager's report
9. Council comments
10. Closed session (if required)
11. Adjourn

] REVISED

**RESOLUTION OF GOVERNING BODY OF  
TOWN OF ONANCOCK**

The Town Council of the Town of Onancock, Va, consisting of \_\_\_\_\_ members, in a duly called meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at which a quorum was present **RESOLVED** as follows:

**WHEREAS** the Town of Onancock is required to retain a town attorney by state code §1989, §2-26 and by Onancock Town Code Sec. 2 – 197 which reads:

The Town Council shall appoint a town attorney, who shall have been admitted to the practice in the courts of the state. The town attorney shall also serve at the pleasure of, and shall be removable at any time by, the town council, and

**WHEREAS** Mr. John Custis, Esq. was previously appointed by town council to serve as town attorney and has served the Town of Onancock faithfully and professionally for over a decade, and

**WHEREAS** Mr. John Custis requested in writing on September 23, 2020 to resign his role as town attorney, and

**WHEREAS** Ms. Rachel Kellem, Esq. has expressed interest in serving the Town of Onancock in the capacity as town attorney, and

**WHEREAS** Ms. Rachel Kellem, was interviewed by the town manager and mayor to determine qualifications, discuss any potential conflicts of interest, and share town requirements and expectations.

**NOW THEREFORE BE IT HEREBY RESOLVED** the Town of Onancock accepts the resignation of Mr. John Custis, Esq. as town attorney with deep gratitude for his years of service and wishes him success in all his future endeavors, and

**BE IT FURTHER RESOLVED** that the Town of Onancock appoints Ms. Rachel Kellem, Esq. as Town Attorney and agrees to the terms outlined in the Engagement Letter dated December 18, 2020 and attached hereto.

This Resolution is hereby entered into the permanent minutes of the meetings of this Town Council.

\_\_\_\_\_ TOWN OF ONANCOCK

By: \_\_\_\_\_  
[SIGNATURE AND TITLE]

Attest: \_\_\_\_\_  
[SIGNATURE AND TITLE]

**CERTIFICATION**

I hereby certify that the above Resolution was duly adopted by the Town Council of the Town of Onancock in a duly assembled meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary/Clerk

CUSTIS, DIX, LEWIS & CUSTIS, L.L.P.

ATTORNEYS AT LAW  
ACCAWMACKE OFFICE CENTER  
23345 COUNSEL DRIVE  
P. O. BOX 577  
ACCOMAC, VIRGINIA 23301  
E-Mail: rachel@rkellamlaw.com

HENRY P. CUSTIS, JR.  
THOMAS B. DIX, JR.  
LYNWOOD W. LEWIS, JR.  
JOHN P. CUSTIS  
RACHEL C. KELLAM

TELEPHONE  
757-787-2770  
TELECOPIER  
757-787-2352

December 18, 2020

Town of Onancock  
15 North Street  
Onancock, Virginia 23417

**RE: Custis, Dix, Lewis & Custis LLP Engagement Letter  
Rachel C. Kellam, Esq. – Principal Attorney Assigned**

Dear Mr. Mayor and Councilmen :

I am pleased that our firm has been engaged to represent the Town of Onancock, (the “*Client*”), in connection with various general legal matters arising from time to time, including, but not limited to municipal, real estate, litigation and other civil matters. This engagement letter clarifies what is expected of both of us while working together. It also covers questions you may have about our billing practices. A clear understanding of these terms is essential to building a long-term relationship based on trust and to realizing fully the value that comes from continuity.

I agree to provide the Client with legal services, as requested by the Client from time to time, which in my professional judgment are reasonably necessary and appropriate in connection with any requested services. In all matters in which I represent the Client, I will provide services of a strictly legal nature. I will, from time to time, send you a statement of fees and expenses associated with my work as the work is completed. Payment is due upon receipt. I charge Two Hundred and 00/00 Dollars (\$200.00) per hour for legal work in most types of matters. That amount will, of course, be prorated to the minute(s) of service I provide (i.e. \$3.34 per minute). Should there ever be a question of fees, please never hesitate to call and discuss this with me. No deposit is required at the time you return a signed copy of this letter.

Solving legal problems often requires me to incur expenses on your behalf. Expenses such as routine telephone charges, normal copying charges and postage are absorbed by me and will be of no cost to the Client. Larger expenses such as court costs, filing fees, and overnight courier fees are billed separately on your statement.

For my relationship with the Client to succeed, it is essential for the Client to provide me with all factual information reasonably relevant and material to the subject matter of the issue at hand. A

Town of Onancock  
December 18, 2020  
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lawyer has an ethical obligation to preserve the confidences and secrets of a client. That duty is one I regard with the utmost seriousness. I have no doubt that you will cooperate fully and provide me all the information I need to assist you.

I encourage you to keep detailed notes of questions that may arise and of any new information or other important matters that come to your attention. If there is any change in your address or telephone number, please notify me immediately.

If at any time you become dissatisfied with my handling of any matter, you should not hesitate to tell me immediately so I can resolve the problem and maintain a good relationship with you. You may terminate my representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred that are not in dispute. I may terminate this representation only as permitted or required by laws and regulations. Failure to pay fees or expenses when due will be cause for such termination.

I will use my best efforts in representing the Client in all matters, but you acknowledge that I can give no assurances as to the final outcome of any matters prosecuted on your behalf.

If the foregoing terms are acceptable, please sign and return one, original copy of this letter to me by mail. I look forward to working with you going forward and building a long and prosperous professional relationship for what I hope will be many years to come.

Sincerely yours,

Custis, Dix, Lewis & Custis, L.L.P.

By:

  
Rachel C. Kellam, Esq.

I, on behalf of the Town of Onancock, understand and accept the terms of this agreement.

Town of Onancock

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

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

Name: \_\_\_\_\_

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

CUSTIS, DIX, LEWIS & CUSTIS, L.L.P.

HENRY P. CUSTIS, JR.  
THOMAS B. DIX, JR.  
LYNWOOD W. LEWIS, JR.  
JOHN P. CUSTIS

RACHEL L. KELLAM  
*Associate*

ATTORNEYS AT LAW  
ACCAWMACKE OFFICE CENTER  
23345 COUNSEL DRIVE  
P. O. BOX 577  
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757-787-2770  
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E-Mail: john@custislawoffice.com

ONLEY OFFICE  
25020 Shore Parkway  
Suite 2A  
Onley, VA 23418  
757-302-4131

September 23, 2020

Dr. Fletcher Fosque, Mayor  
Town Council of Onancock  
Mr. Matthew Spuck, Town Manager

**Re: Resignation as Town Attorney**

Mr. Mayor, Town Council, and Mr. Spuck:

Over the course of the past ten years, I have had the honor and the privilege to be engaged by the Town of Onancock as its Town Attorney. Onancock is a tremendous place, one that has been a source of individual pride for me as I travel through life. It is with great pleasure that each day I brag about my hometown to anybody and everybody that will listen in my practice of law. I am an Onancockian through and through, and will be until the day I die. A sincere thank you to each of you for your exemplary service in governing our amazing Town.

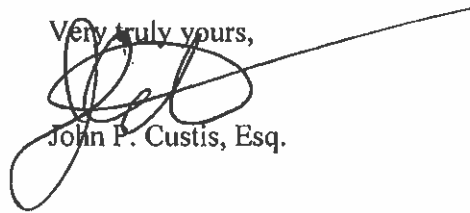
Over the past few years, my life has presented me with a plethora of opportunities in my professional capacity. While practicing law and serving my clients on the Shore will always be my full-time profession, I am now involved in a number of exciting economic development ventures on both Maryland and Virginia's Eastern Shore that are at various stages of completion. Over the past year or so, I have had several partners wish to explore the greater Onancock area in hopes of seeking such opportunities. I am excited to be a part of and lead the charge on some of these ventures that are being planned for the near future.

That all being said, I have always taken my ethical duties as an attorney very seriously. As my professional life presents various opportunities of which I wish to be a part, I can only acknowledge that the Town of Onancock deserves to have counsel that serves in a capacity that is free from not only actual conflicts of interest, but any and all perceived conflicts as well. The residents of Onancock, their government, and the public deserve this level of transparency. In order to be involved in these opportunities, I can only come to the conclusion, regretfully so, that I must step down from my role as Town Attorney so that there is absolutely no perceived conflict of interest on any future endeavors within the Town limits. I sincerely believe that I can contribute more to the Town in the long run on the private side of the practice law than I can serving in my role as part-time Town Attorney.

I remain ready, willing and able to serve until a replacement is found. That being said, I am excited to say that the reason for doing so is to be even more involved with the Town than

before. Again, I thank you for your confidence in me over the past decade and look forward to years of fruitful growth within the Town limits. Thank you again.

Very truly yours,

A handwritten signature in black ink, appearing to be "John P. Custis", written over a long horizontal line that extends to the right. The signature is stylized and cursive.

John P. Custis, Esq.

**RESOLUTION OF GOVERNING BODY OF  
TOWN OF ONANCOCK**

The Town Council of the Town of Onancock, Va, consisting of \_\_\_\_\_ members, in a duly called meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at which a quorum was present **RESOLVED** as follows:

**WHEREAS** the Town of Onancock is required to retain a town attorney by state code §1989, §2-26 and by Onancock Town Code Sec. 2 – 197 which reads:

The Town Council shall appoint a town attorney, who shall have been admitted to the practice in the courts of the state. The town attorney shall also serve at the pleasure of, and shall be removable at any time by, the town council, and

**WHEREAS** Mr. John Custis was previously appointed by town council to serve as town attorney has served the Town of Onancock faithfully and professionally has requested :

Tax parcel ID 085-A2-09-00-0028-0 and Tax parcel ID 085-A4-A0-00-0008-00, approximately 6.123 acres as described on the attached Deed of Gift, and

**WHEREAS** such donation is made without consideration whatsoever of the Town of Onancock now or in the future and the donor shall complete all necessary transactions and filings to formally transfer ownership of the real property to the Town of Onancock at no cost to the Town, and

**WHEREAS** such the Town of Onancock has not or will not assign a value of the donation for the purposes of the donor and the Town may use the donated real property for any use determined by the Town of Onancock Town Council, and

**NOW THEREFORE BE IT HEREBY RESOLVED** the gift of real property from Carnival Grounds Development, LLC is gratefully received by the Town of Onancock, and.

**BE IT FURTHER RESOLVED** that the Town Manager of the Town of Onancock be authorized to execute the Deed of Gift on behalf of the Town Council, and any documents for the above-referenced transactions

This Resolution is hereby entered into the permanent minutes of the meetings of this Town Council.

\_\_\_\_\_ TOWN OF ONANCOCK \_\_\_\_\_

By: \_\_\_\_\_  
[SIGNATURE AND TITLE]

Attest: \_\_\_\_\_  
[SIGNATURE AND TITLE]

**CERTIFICATION**

I hereby certify that the above Resolution was duly adopted by the Town Council of the Town of Onancock in a duly assembled meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary/Clerk

**The existence of title insurance is unknown to the Preparer.**

Tax Map #: 085-A2-09-00-0028-0 and 085-A4-A0-00-0008-00

**THIS DEED OF GIFT** is made this 22nd day of December, 2020, by **CARNIVAL GROUNDS DEVELOPMENT, LLC**, a Virginia limited liability company, (“*Grantor*”), and, **TOWN OF ONANCOCK**, a political subdivision of the Commonwealth of Virginia, (“*Grantee*”), of 15 North Street, Onancock, VA 23417.

**IN CONSIDERATION** of good and valuable consideration, in hand paid before the delivery of this deed, the receipt of which is acknowledged, the Grantor does hereby give, grant and convey unto the Grantee with General Warranty and English Covenants of title, the following lots or parcels of real estate:

**DESCRIPTION:** All those two certain lots or parcels of land situate in the Town of Onancock, Accomack County, Virginia, designated as (i) “Lot 28”, and (ii) “Part of Tax Parcel #85A4-A-8 Area = 266,720 sf or 6.123 ac”, both as shown on a certain plat of survey entitled, “Boundary Survey of Lot 1 & Lot 2 *William K. Beauchamp Estate* (Plat Book 12, Page 76) *Lots 8 – 28 Johnson Heights* (Plat Book 7, Page 21) and *Lands of the George T. Johnson Estate* Tax Parcels #085A210000001, #085A21000000200, #085A20900000800 THROUGH #085A209000002800 & #085A4A000000800 TOWN OF ONANCOCK ACCOMACK COUNTY, VIRGINIA for *Port Scarborough, LLC*”, dated October 17, 2018, made by Shoreline Surveyors, said plat being attached to and recorded with a certain deed recorded in the Clerk’s Office for the Circuit Court of Accomack County, Virginia, with a deed into Grantor prior hereto.

**BEING** a portion of the same property conveyed to the Grantor by Deed dated December 15, 2020, and recorded as aforesaid in the Clerk’s Office for the Circuit Court of Accomack County, Virginia, as Instrument #200005379.

This document was prepared by:  
JOHN P. CUSTIS, who is a member of the  
VIRGINIA STATE BAR, #77861  
Onley, Virginia 23418



**TOGETHER WITH** all rights, easements, buildings, privileges and appurtenances thereunto belonging or in anywise appertaining.

**SUBJECT TO** valid recorded easements, covenants, reservations and restrictions in the chain of title to the property hereby conveyed, which have not expired or otherwise become ineffective.

Possession of the herein conveyed property is to be given immediately upon the signing, sealing and delivery of this deed and taxes shall be pro-rated as of the date of settlement.

This deed is exempt from taxation, pursuant to Va. Code Ann. §58.1-811(D) (2020 Cum Supp.).

In compliance with the provisions of Va. Code Ann. §15.2-1803, this Deed is acceptable in form by John P. Custis, Town Attorney. Matt Spuck, Town Manager, on behalf of the Town of Onancock, has been authorized to so act on behalf of said Town by a resolution duly adopted by the Town Council of Onancock at a meeting held on December 21, 2020.

[Signature Page to Follow]

**WITNESS** the following signature and seal:

**CARNIVAL GROUNDS DEVELOPMENT, LLC,  
a Virginia limited liability company**

By: \_\_\_\_\_ (SEAL)  
**Authorized Signatory**

Commonwealth of Virginia,

County of Accomack, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2020,  
by Gregory DiNardo, Authorized Signatory for Carnival Grounds Development, LLC, on behalf  
of the limited liability company.

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

My Commission expires: \_\_\_\_\_

This document was prepared by:  
JOHN P. CUSTIS, who is a member of the  
VIRGINIA STATE BAR, #77861  
Onley, Virginia 23418

WITNESS the following signature and seal:

**TOWN OF ONANCOCK**  
**a political subdivision of the Commonwealth of Virginia**

By: \_\_\_\_\_ (SEAL)  
**Matt Spuck, *Town Manager***

Commonwealth of Virginia,

County of Accomack, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2020,  
by Matt Spuck, Town Manager of the Town of Onancock, on behalf of said Town.

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

My Commission expires: \_\_\_\_\_

Approved as to form pursuant to Va. Code §15.2-1083.

\_\_\_\_\_  
(SEAL)  
**John P. Custis, Esq.**  
*Town Attorney*

This document was prepared by:  
JOHN P. CUSTIS, who is a member of the  
VIRGINIA STATE BAR, #77861  
Onley, Virginia 23418