

MINUTES OF THE JUNE 15, 2023
CHINCOTEAGUE TOWN COUNCIL WORKSHOP MEETING
Council Chambers

Council Members Present:

J. Arthur Leonard, Mayor
Christopher D. Bott, Vice Mayor
Denise P. Bowden, Councilwoman
William T. McComb, Jr., Councilman
Ellen W. Richardson, Councilwoman
K. Jay Savage, Councilman
Gene W. Taylor, Councilman

Council Members Absent:

Staff Present:

Mr. Michael T. Tolbert, Town Manager
Mr. Bryan Rush, Emergency Management Coordinator
Mr. Robby Fisher, Chief of Police

Call to Order

Mayor Leonard called the meeting to order at 6:00 p.m.

Invocation

Councilman Savage offered the invocation.

Pledge of Allegiance

Mayor Leonard led in the Pledge of Allegiance.

Public Comment

There was none.

Agenda Adoption

Councilman McComb motioned, seconded by Councilwoman Bowden to adopt the agenda as presented. Unanimously approved.

Consider Sanitation Contract Award

Mayor Leonard advised the Town has been using Davis Disposal for many years. He asked if there were any questions from Council.

Councilwoman Richardson stated that the Public Works Committee also voted to raise the Trash Collection Fees by \$0.20 per week from \$2.10 to \$2.30 per week beginning July 1, 2023.

Town Manager Tolbert stated that this will cover the life of the contract.

Councilwoman Richardson motioned, seconded by Councilwoman Bowden to accept the bid for services and award contract \$1-SAN-2023 to Davis Disposal, Inc. for 5 years totaling \$2,089,064, with an increase in the trash collection fee to \$2.30 per week beginning July 1, 2023. All present were in favor and the motion was carried.

Ayes: Bowden, McComb, Richardson, Savage, Taylor

Nays: None

Absent: Bott

Consider Ordinance Committee Recommendations

Councilman Savage advised that on June 8th they met and reviewed the ongoing problem with the trash dumpsters. He stated that the proposed ordinance would require a proper cleanable base under each unit per VDH regulations and each dumpster to remain closed at all times. Further, this ordinance would require all dumpsters within sight of adjacent properties or a public right of way to be completely screened within one year of the enactment of this ordinance. He advised the proposed ordinance is in the packet.

Town Manager Tolbert stated that there is one stipulation that was omitted in the packet, that non-profit organizations are exempt from the enclosures if their dumpsters are locked at all times.

Councilman Taylor asked if screening was just screening to the neighbors and open so the business can use it. He feels as long as it's blocked to the neighbors it should be open for the business staff to use.

Councilman McComb motioned, seconded by Councilman Savage to adopt the ordinance with the addition that non-profit organizations are exempt from the enclosures if their dumpsters are locked at all times. All present were in favor and the motion was carried.

Ayes: Bowden, McComb, Richardson, Savage, Taylor

Nays: None

Absent: Bott

Sec. 46-69. Commercial Solid Waste Collection.

- (a) As used in this section, the term "commercial businesses" shall mean all businesses licensed by the town. Garbage to be removed from commercial businesses will be picked up by the town only when all trash has been placed in proper containers, as described in [section 46-62](#)
- (b) All commercial businesses that use commercial dumpsters for garbage storage and disposal are required to maintain each dumpster and its surrounding area in a clean and safe condition. All dumpsters and other solid waste containers must be equipped with properly functioning covers and doors and be maintained so that no solid waste material can escape the dumpster or container. Business owners that contract with a private disposal company to provide and service a dumpster located on their property are responsible for maintaining the dumpster and its assigned location in a clean and safe condition in compliance with all Virginia Health Department regulations.
- (c) *Dumpster standards.*
 - (1) Dumpsters shall be placed in a location that is clearly accessible to the servicing vehicle.
 - (2) No dumpster shall be placed directly on the ground. Dumpsters shall be placed only on a base of concrete, asphalt or other cleanable material per 12VAC5-421-2600.
 - (3) Dumpster Lids and doors must be operational and remain closed at all times per 12VAC5-421-2640.
 - (4) No dumpster, regardless of the contained material, may be located closer than 5' from any property line or right of way.

- (5) Within one year of the enactment of this ordinance, all dumpsters shall be screened if and to the extent that, in the absence of screening, they would be clearly visible to:
 - a. Persons located within any dwelling unit or space on residential or commercial property; or,
 - b. Occupants, customers, or others located within any building or property other than where the dumpster is located; or,
 - c. Persons traveling on any public street, sidewalk or other public way.
- (6) When dumpster screening is required under this section, screening shall be on three sides with a six-foot high opaque screen of masonry, brick, stone, block, wood, vinyl or chain link fencing, or other opaque materials approved by the zoning administrator. Screening may be less than 6' high if it exceeds the height of the enclosed dumpster. The fourth side shall be equipped with an opaque gate capable of being latched and locked, of not less than the height of the other 3 sides.
- (7) Dumpster enclosures shall not be located in front of the main building unless approved by the zoning administrator. A no cost zoning permit shall be obtained prior to locating and constructing a dumpster enclosure and must contain a site plan of the proposed location.
- (8) Dumpster enclosures shall be maintained in a structurally sound and attractive manner.
- (9) Within the downtown business district, reasonable exceptions to the enclosure requirements may be granted if at the zoning administrator's discretion, circumstances require such an exemption.
- (10) Any enclosure that is in existence at the time of the adoption of this ordinance may remain unless:
 - i. It is determined by the zoning administrator that the enclosure is in such disrepair that it must be replaced; or,
 - ii. The owner chooses to replace the enclosure; or,
 - iii. The enclosure is damaged by any causality to an extent exceeding 50 percent of the structure.

In any such case, the enclosure must be replaced to meet the guidelines of this section.
- (11) Non Profit Organizations as recognized by the IRS shall be exempt from dumpster enclosures if their dumpsters are locked at all times.

Vice Mayor Bott is now in attendance.

Consider CVFC MOU

Town Manager Tolbert advised that Emergency Management Coordinator Rush created this and is present for questions.

Councilwoman Bowden feels this is very well thought out and she thanked Emergency Management Coordinator Rush. She stated that it will help the Town and the Fire Company.

Councilwoman Richardson asked if there was a form of this years ago. She thought that in it the Town would support the Emergency Medical Services and the Fire Company would support the firefighting services.

Emergency Management Coordinator Rush advised that was during the Fire Tax.

Councilwoman Richardson asked if this MOU is different than that one from years ago.

Emergency Management Coordinator Rush advised it is. He stated that this allows his staff to get in any pieces of equipment based on the MOU with an agreement between the Town and the Fire Company.

Mayor Leonard asked if the Fire Company has voted on this or approved this.

Emergency Management Coordinator Rush responded they have not. He added that after Council's approval, Mr. Tolbert will send it to the Fire Company for review and approval as a binding MOU.

Councilman McComb motioned, seconded by Councilwoman Bowden to approve the MOU as presented. Unanimously approved.

Memorandum of Understanding between
The Town of Chincoteague, Inc.
and the
Chincoteague Volunteer Fire Company, Inc.
Regarding
Operation of Designated Fire Equipment

I. Purpose

This Memorandum of Understanding (MOU) is made and entered into by and between the Town of Chincoteague, Inc. and the Chincoteague Volunteer Fire Company, Inc. for the purpose of authorizing the operation of fire apparatus that are not licensed EMS vehicles by the Virginia Department of Health Office of EMS; and

WHEREAS, the Town of Chincoteague, Department of Emergency Services provides Emergency Medical Services staffing within the Chincoteague Volunteer Fire Company station and those staff providers are required to move fire apparatus to complete daily duties including cleaning and maintenance; and,

WHEREAS, EMS staff employees whom are designated by the Chincoteague Volunteer Fire Company, Fire Chief and who's names are recorded separately from this memorandum and updated at the request of the Fire Chief or Director of Emergency Services, may at the Fire Chief or his/her designee's request, respond fire apparatus to emergencies within the primary service area of the Chincoteague Volunteer Fire Company, Inc; and,

WHEREAS, the Town of Chincoteague, Inc. seeks to safeguard its emergency response staff and provide for the emergency needs of the Chincoteague Volunteer Fire Company, Inc., and the community which they serve; and,

WHEREAS, Town of Chincoteague, Inc., Department of Emergency Services and the Chincoteague Volunteer Fire Company Inc., need clear and concise direction of fire apparatus use to effectively carry out the daily and emergency functions that staff employees cannot avoid while working in a fire station,

NOW THEREFORE, the Town of Chincoteague, Inc. and the Chincoteague Volunteer Fire Company Inc., understand and mutually agree to the extent possible, with consideration to daily activities within a fire station and the emergency needs of the public, to allow Town of Chincoteague Inc., Department of Emergency Services personnel to operate fire apparatus and give assistance in accordance with the provisions of this MOU.

II. Definitions:

1. EMS Staff Employee: a director, supervisor, full-time or part-time career employee of the Department of Emergency Services.
2. Fire Chief: a Chincoteague Volunteer Fire Company Inc., member who has been elected to the position of Fire Chief by the membership according to the company by-laws.
3. His/her Designee (Fire Chief): a member elected as an operations line officer (Deputy Chief, Assistant Chief, or Chief Engineer)
4. Fire Apparatus: Any apparatus designated as a fire engine, tanker/tender, ladder, quint, squirt, rescue, or utility vehicle wholly owned or operated by the Chincoteague Volunteer Fire Company, Inc.

III. Liability

It is understood that neither of the parties to this agreement waive any of their sovereign or statutory immunities and that the approved operators maintained on the aforementioned list will be covered under the vehicle insurance policy of the Chincoteague Volunteer Fire Company, Inc. unless the vehicle is operated outside the limitations of the scope of this MOU at which time the Town of Chincoteague, Inc., will be responsible for any related damages.

IV. Scope

For the practical completion of daily duties, training and emergency response as authorized by the Fire Chief or his/her designee, it is assumed the Town of Chincoteague, Inc, Department of Emergency Services staffing will be required to start, move, relocate or respond fire apparatus.

To complete assigned tasks, EMS personnel may enter, start, move, relocate or respond apparatus as under the following conditions:

- a. Staff member has, at a minimum, completed EVOC 3.
- b. Staff member has completed a basic orientation and operation session for that particular apparatus to the satisfaction of the EMS supervisor or director.
- c. Staff member is recorded on a separate list from this MOU which designates the specific activity and apparatus they are permitted to perform.
- d. A spotter is used whenever backing equipment.
- e. For the purpose of apparatus bay cleaning.
- f. For the purpose of refueling apparatus.
- g. For Emergency response in primary service area at the request of the Fire Chief or his/her designee and when EMS response needs are not met.

V. **Responsibilities**

A. **Chincoteague Volunteer Fire Company (CVFC)**

1. Maintain an active list in concurrence with the Town of Chincoteague Department of Emergency Services as to what apparatus can be moved/operated by each designated employee.
2. Inform the operations line officers of the MOU and its intended purpose.
3. Inform the general membership of the MOU and obtain approval by a majority vote before enacting or changing MOU.
4. Maintain appropriate operator's insurance for employees operating designated vehicles.
5. Inform the Director of Emergency Services of operator issues of concerns as they arise.

B. **The Town of Chincoteague, Inc.**

1. The Town of Chincoteague, Inc., Director of Emergency Services will provide the Fire Chief with an updated list of employees at their hiring and/or separation.
2. The Director of Emergency Services will provide the Fire Chief with a roster of EMS personnel listing specific equipment and activities they have qualified to operate. The Fire Chief will have the final authority to grant operations to listed EMS employees. The Fire Chief shall have no authority to approve unqualified EMS employees.
3. The Director will monitor equipment operations, conduct training and ensure the Town's responsibilities are met in this MOU.
4. The Director will recommend changes to the MOU as necessary to the Town Manager.

5. Town of Chincoteague, Inc. Department of Emergency Services employees will follow all applicable laws, regulations, and policies with regard to apparatus operations and this MOU.
6. Any discipline resulting from failure to adhere to this MOU, applicable laws and policies shall be administered as per the Town of Chincoteague Employee Handbook.

VI. Points of Contact

- **Chincoteague Volunteer Fire Company:**

Primary Point of Contact:

Name: Robert Lappin Jr.

Title: Fire Chief

Telephone: 757-894-3586

E-mail: lap2585@hotmail.com

Alternate Point of Contact:

Name: Harry Thornton

Title: Deputy Chief

Telephone: 757-894-0440

E-mail: harleyhogs23336@verizon.net

- **The Town of Chincoteague, Inc.**

Primary Point of Contact:

Name: E. Bryan Rush

Title: Director of Emergency Services

Telephone: 757-894-3552

E-mail: brush@chincoteague-va.gov

Alternate Point of Contact:

Name: Michael T. Tolbert

Title: Town Manager

Telephone: 757-894-2785

E-mail: mtolbert@chincoteague-va.gov

- **Duration of the Agreement**

The effective period of this Memorandum of Understanding begins on the date of signature and remains in effect indefinitely unless so modified, changed, amended or terminated in writing by either party with a 30-day notice or at the election of a different Fire Chief by the Chincoteague Volunteer Fire Company at which time the MOU will be re-executed within 60 days of his/her election. Either party may request a review of the Memorandum of Understanding at any time.

- **Modification, Change, Amendment, or Termination**

Modifications, changes, or amendments to this agreement must be in writing, and are contingent upon approval by both the Chincoteague Volunteer Fire Company and the Town of Chincoteague, Inc.

- **Miscellaneous**

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, or the officers, employees, agents or other associated personnel thereof.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

- **Concurrence**

It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.

Robert Lappin, Jr.
Fire Chief, Chincoteague Volunteer Fire Company

Michael T. Tolbert
Town Manager, Town of Chincoteague

Date

Date

Mayor and Council Comments

Councilman asked to keep everyone in your prayers. He mentioned the kids at church, and everyone has things going on.

Mayor Leonard advised that they lost Mr. Terry Howard, he asked everyone to remember him and what he did for the Town keeping them straight and on the narrow path. He also stated that at the last meeting, they had someone blame Council for spreading rumors. He stated that doesn't remember too much from high school. But he does remember a lesson from his English teacher. His teacher started a rumor in front of the classroom, each student in the classroom was to pass that rumor back and forth down the rows. By the time it got around to the 15 students in that room, it was completely wrong. Mayor Leonard stated that when Council gets blamed for spreading rumors it takes him back to that time in school. He stated that it's part of Council's job to listen to the public, whether the public is right, wrong, or it's a bad rumor. It irritated him

to be accused of spreading rumors. He concluded that summer is coming, and then carnival, and then Christmas.

Councilwoman Richardson advised that Mr. Howard was the only Councilmember that served 32 years.

Mayor Leonard would like a plaque on the picture in the Council Chambers.

Closed Meeting in Accordance with §2.2-3711 (A) (3,7) of the Code of Virginia for the discussion of real property for a public purpose and briefing by staff on pending litigation.

Councilwoman Bowden motioned, seconded by Councilwoman Richardson to go into a closed meeting in accordance with §2.2-3711 (A) (3,7) of the Code of Virginia for discussion of real property for a public purpose and briefing by staff on pending litigation. All present were in favor and the motion was carried.

Ayes: Bott, Bowden, McComb, Richardson, Savage, Taylor

Nays: None

Absent: None

Certification of Closed Meeting in Accordance with §2.2-3712 (D) of the Code of Virginia: Councilwoman Bowden motioned, seconded by Councilwoman Richardson in accordance with §2.2-372 (D) of the Code of Virginia that the Council certify that to the best of each Council Member's knowledge.

(1) only public business matters lawfully exempted from opening meeting requirements under this chapter and only such public business matters were identified in the motion by which the closed meeting was convened, were heard, discussed, or considered. All present were in favor and the motion was carried.

Ayes: Bott, Bowden, McComb, Richardson, Savage, Taylor

Nays: None

Adjourn

Councilwoman Bowden motioned, seconded by Councilwoman Richardson to adjourn. Unanimously approved.

J. Arthur Leonard, Mayor

Michael T. Tolbert, Town Manager