



TOWN COUNCIL WORKSHOP MEETING

June 15, 2023 at 6:00 PM

Council Chambers – Town Municipal Center

AGENDA

CALL TO ORDER – *Mayor Leonard*

INVOCATION - *Councilman Savage*

PLEDGE OF ALLEGIANCE – *Mayor Leonard*

PUBLIC COMMENT – *Mayor Leonard*

- [1.](#) Rules for Public Comment

AGENDA ADOPTION – *Mayor Leonard*

CONSIDER SANITATION CONTRACT AWARD - *Councilwoman Richardson*

- [2.](#) Sanitation Contract Award Memo
- [3.](#) Bid Results

CONSIDER ORDINANCE COMMITTEE RECOMMENDATIONS - *Councilman Savage*

- [4.](#) Ordinance Committee Memo
- [5.](#) Draft Dumpster Ordinance

CONSIDER CVFC MOU - *Mr. Tolbert*

- [6.](#) TOC - CVFC MOU

MAYOR & COUNCIL ANNOUNCEMENTS – *Mayor Leonard*

CLOSED MEETING in Accordance with § 2.2-3711 (A) (3,7) of the Code of Va. for the Discussion or consideration of the acquisition of real property for a public purpose and briefing by staff on pending litigation.

- [7.](#) Closed Session Motion**

CERTIFICATION OF CLOSED MEETING in Accordance with § 2.2-3712 (D) of the Code of Virginia

- [8.](#) Certification Motion**

ADJOURN**

Town of Chincoteague, Inc.



Rules for Public Comment:

1. All attendees wishing to speak shall sign up on the provided roster.
2. Speakers must preface all comments by stating their name and 911 address.
3. Comments shall be limited to (4) minutes per speaker.
4. A speaker cannot reserve or transfer time to another speaker.
5. Speakers must not use profanity, threatening language or otherwise be abusive of Council members or staff.
6. Speakers shall not address specific personnel matters which involve individual employees in a public meeting.
7. Members of the Council will not answer questions directly or engage with speakers.
8. Specific questions shall be directed to the Mayor who shall at his discretion, solicit a response from the appropriate staff member.

Town of Chincoteague, Inc.



TO: Mayor Leonard and Members of Council
FROM: Ellen Richardson, Chair Public Works Committee
DATE: June 15, 2023
SUBJECT: FY23-28 Sanitation Contract

The FY 23-28 Sanitation Contract was bid on May 18, 2023. 1 responsive bid was received. This bid, from Davis Disposal, Inc. was properly submitted with the required bid bond on the provided bid form, prior to the opening date and time. The bidder took no exceptions to the specifications either in full or in part. Tabulated bid results are included and summarized below.

The annual values of the contract as bid are;

Year 1 - \$402,697
Year 2 - \$412,456
Year 3 - \$412,456
Year 4 - \$424,456
Year 5 - \$436,909

Total 5 Yr. Contract - \$2,089,064

The only variables in this quote are those allowed in the specifications for increases in County tipping fees.

Other Considerations:

The Town currently invoices weekly trash pickup through quarterly water billing. All water customers, with the exception of those who have dumpster contracts, are charged \$2.10 per week to cover the cost of trash pickup. The last increase to this fee was in April of 2021 when Council approved a \$0.10/week increase. There are currently 3,723 properties, including short term rentals, being billed for trash collection. The current fee nets an annual revenue of \$406,551.

Town of Chincoteague, Inc.

In order to maintain parity with this increased cost over the life of the contract and to account for increases in tipping fees, the public works committee recommends increasing the trash collection fee from \$2.10 per week to \$2.30 per week beginning July 1, 2023.

Per the above information, I am recommending that the Council accept this bid for services and vote to award contract #1-SAN-2023 to David Disposal, Inc. with an increase in the trash collection fee to \$2.30 per week beginning July 1, 2023.

FORM OF PROPOSAL
TOWN OF CHINCOTEAGUE, INC.
CONTRACT # 1 – SAN – 2023

DATE: 5-18-2023

I, (we), the undersigned, do hereby submit our proposal for Sanitation Services for the period beginning July 1, 2023 and ending June 30, 2028. It is understood that the period is divided into five annual periods consisting of a base period with four annual renewal options, subject to annual appropriations.

Having carefully examined the Instructions to Bidders, the Schedule of Bid/Cost Items, the Contract Specifications, the Form of Proposal and all documents relevant to the subject item and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the required sanitation services in accordance with the costs stipulated in the following Schedule of Prices:

DESCRIPTION: Provide services of Bid/Cost Items 23-1, 23-2A, 23-2B and 23-2C in accordance with contract specifications, for the base contract period (July 1, 2023 through June 30 2024) for the total price of:

Written amount:	Numerical:
Four hundred two thousand six hundred ninety seven 20/100 /yr.	\$402,697.20/yr.

DESCRIPTION: Provide services of Bid/Cost Items 24-1, 24-2A, 24-2B and 24-2C in accordance with contract specifications, for the first renewal period (July 1, 2024 through June 30, 2025) for the total price of:

Written amount:	Numerical:
Four hundred twelve thousand four hundred fifty six /yr.	\$412,456/yr.

DESCRIPTION: Provide services of Bid/Cost Items 25-1, 25-2A, 25-2B and 25-2C in accordance with contract specifications, for the second renewal period (July 1, 2025 through June 30, 2026) for the total price of:

Written amount:	Numerical:
Four hundred twelve thousand four hundred fifty six /yr.	\$412,456/yr.

DESCRIPTION: Provide services of Bid/Cost Items 26-1, 26-2A, 26-2B and 26-2C in accordance with contract specifications, for the third renewal period (July 1, 2026 through June 30, 2027) for the total price of:

Written amount:	Numerical:
Four hundred twenty four thousand five hundred forty six/yr.	\$424,546/yr.

DESCRIPTION: Provide services of Bid/Cost Items 27-1, 27-2A, 27-2B and 27-2C in accordance with contract specifications, for the fourth renewal period (July 1, 2027 through June 30, 2028) for the total price of:

Written amount:	Numerical:
Four hundred thirty six thousand nine hundred nine /yr.	\$436,909/yr.

CONTRACT # 1 – SAN – 09/10/11
- Page 2 – FORM OF PROPOSAL – BASE BID

Description: Provide replacement container as described in 3.1c and 3.2d of the specifications for the total price of :

96 Gal. Seventy five \$75

65 Gal. Seventy five \$75

It is understood that the above bid prices will be firm for a period of sixty (60) calendar days from the bid opening date and that if the undersigned be notified of acceptance of this proposal within this period, the firm shall execute a contract for the above stated compensation.

Enclosed herewith is a certified check or corporate bid bond in the amount of:

Twenty thousand one hundred thirty four 85/100 Dollars \$20,134.85

made payable to the Town of Chincoteague, Inc. This certified check or corporate bid bond is a Bid Guarantee equal to 5% of the above offered base period bid price, which it is understood will be forfeited in the event the Form of contract is not executed if awarded to the undersigned.

CORPORATE PRINCIPAL:


Name of Corporation: P W Davis Disposal Co Inc.

Address : 16483 Wayside Drive

Painter Va. 23420

Phone Number: 757-442-7979

michael w. Davis

Signed: 

Title: GM

(Affix Corporate Seal)

Attest: 
Corporate Secretary

BID/COST SCHEDULE

CONTRACT #1 – SAN – 2023 (base period)

Bid items 23-1 through 23-2C apply to services provided under Contract #1-SAN-2023, for the period beginning July 1, 2023 and ending June 30, 2024.

BID/COST ITEM 23-1

DESCRIPTION: The collection, transportation and disposal of waste materials once weekly from residential locations in accordance with specifications (3.1 a, b, c).

<u>2100</u>	x	\$3.32	x	52 =	\$ 362,544
Total Locations		Unit Cost (weekly)			Annual Period Total

BID/COST ITEM 23-2A

DESCRIPTION: The collection, transportation and disposal of waste materials from commercial locations once weekly in accordance with specifications (3.2 a).

<u>120</u>	x	\$3.55	x	52 =	\$ 22,152
Total Locations		Unit Cost (weekly)			Annual Period Total

BID/COST ITEM 23-2B

DESCRIPTION: The collection, transportation and disposal of an additional volume of waste materials from each commercial stop during the period June 1 through August 31 in accordance with specifications (3.2 b).

<u>120</u>	x	0.00	x	12 =	\$0.00
Total Locations		Unit Cost (weekly)			Annual Period Total

BID/COST ITEM 23-2C

DESCRIPTION: The inclusion of additional weekly collection from selected commercial sites during the period June 1 through August 31 in accordance with specifications (3.2 c).

<u>70</u>	x	\$21.43	x	12 =	\$18,001.20
Total Locations		Unit Cost (weekly)			Annual Period Total

CONTRACT #1 – SAN – 2023 (first renewal period)

Bid items 24-1 through 24-2C apply to services provided under Contract #1-SAN-2023, for the period beginning July 1, 2024 and ending June 30, 2025.

BID/COST ITEM 24-1

DESCRIPTION: The collection, transportation and disposal of waste materials once weekly from residential locations in accordance with specifications (3.1 a, b, c).

<u>2100</u>	x	<u>\$3.40</u>	x	52 =	
Total Locations		Unit Cost (weekly)			Annual Period Total
					\$371,280

BID/COST ITEM 24-2A

DESCRIPTION: The collection, transportation and disposal of waste materials from commercial locations once weekly in accordance with specifications (3.2 a).

<u>120</u>	x	<u>\$3.64</u>	x	52 =	
Total Locations		Unit Cost (weekly)			Annual Period Total
					\$22,713

BID/COST ITEM 24-2B

DESCRIPTION: The collection, transportation and disposal of an additional volume of waste materials from each commercial stop during the period June 1 through August 31 in accordance with specifications (3.2 b).

<u>120</u>	x	<u>0.00</u>	x	12 =	<u>0.00</u>
Total Locations		Unit Cost (weekly)		Annual Period Total	

BID/COST ITEM 24-2C

DESCRIPTION: The inclusion of additional weekly collection from selected commercial sites during the period June 1 through August 31 in accordance with specifications (3.2 c).

<u>70</u>	x	<u>\$21.98</u>	x	12 =	
Total Locations		Unit Cost (weekly)			Annual Period Total
					\$18,463

CONTRACT #1 – SAN – 2023 (second renewal period)

Bid items 25-1 through 25-2C apply to services provided under Contract #1-SAN-2023, for the period beginning July 1, 2025 and ending June 30, 2026.

BID/COST ITEM 25-1

DESCRIPTION: The collection, transportation and disposal of waste materials once weekly from residential locations in accordance with specifications (3.1 a, b, c).

<u>2100</u>	x	\$3.40	x 52 =	\$371,280
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 25-2A

DESCRIPTION: The collection, transportation and disposal of waste materials from commercial locations once weekly in accordance with specifications (3.2 a).

<u>120</u>	x	\$3.64	x 52 =	\$22,713
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 25-2B

DESCRIPTION: The collection, transportation and disposal of an additional volume of waste materials from each commercial stop during the period June 1 through August 31 in accordance with specifications (3.2 b).

<u>120</u>	x	<u>0.00</u>	x 12 =	<u>0.00</u>
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 25-2C

DESCRIPTION: The inclusion of additional weekly collection from selected commercial sites during the period June 1 through August 31 in accordance with specifications (3.2 c).

<u>70</u>	x	\$21.98	x 12 =	\$18,463
Total Locations		Unit Cost (weekly)		Annual Period Total

CONTRACT #1 – SAN – 2023 (third renewal period)

Bid items 26-1 through 26-2C apply to services provided under Contract #1-SAN-2023, for the period beginning July 1, 2026 and ending June 30, 2027.

BID/COST ITEM 26-1

DESCRIPTION: The collection, transportation and disposal of waste materials once weekly from residential locations in accordance with specifications (3.1 a, b, c).

<u>2100</u>	x	\$3.50	x 52 =	\$382,200
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 26-2A

DESCRIPTION: The collection, transportation and disposal of waste materials from commercial locations once weekly in accordance with specifications (3.2 a).

<u>120</u>	x	\$3.74	x 52 =	\$23,337
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 26-2B

DESCRIPTION: The collection, transportation and disposal of an additional volume of waste materials from each commercial stop during the period June 1 through August 31 in accordance with specifications (3.2 b).

<u>120</u>	x	0.00	x 12 =	0.00
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 26-2C

DESCRIPTION: The inclusion of additional weekly collection from selected commercial sites during the period June 1 through August 31 in accordance with specifications (3.2 c).

<u>70</u>	x	\$22.63	x 12 =	\$19,009
Total Locations		Unit Cost (weekly)		Annual Period Total

CONTRACT #1 – SAN – 2023 (fourth renewal period)

Bid items 27-1 through 27-2C apply to services provided under Contract #1-SAN-2023, for the period beginning July 1, 2027 and ending June 30, 2028.

BID/COST ITEM 27-1

DESCRIPTION: The collection, transportation and disposal of waste materials once weekly from residential locations in accordance with specifications (3.1 a, b, c).

<u>2100</u>	x	\$3.60	x 52 =	\$393,120
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 27-2A

DESCRIPTION: The collection, transportation and disposal of waste materials from commercial locations once weekly in accordance with specifications (3.2 a).

<u>120</u>	x	\$3.85	x 52 =	\$24,024
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 27-2B

DESCRIPTION: The collection, transportation and disposal of an additional volume of waste materials from each commercial stop during the period June 1 through August 31 in accordance with specifications (3.2 b).

<u>120</u>	x	<u>0.00</u>	x 12 =	0.00
Total Locations		Unit Cost (weekly)		Annual Period Total

BID/COST ITEM 27-2C

DESCRIPTION: The inclusion of additional weekly collection from selected commercial sites during the period June 1 through August 31 in accordance with specifications (3.2 c).

<u>70</u>	x	\$23.53	x 12 =	\$19,765
Total Locations		Unit Cost (weekly)		Annual Period Total

BID COST ITEM 28-1

DESCRIPTION: Unit cost for replacement 96 gal. rolling cart. \$75

BID COST ITEM 28-2

DESCRIPTION: Unit cost ro replacement 65 ga. rolling cart; \$75

Town of Chincoteague, Inc.



TO: Mayor Leonard and Members of Council
FROM: Jay Savage, Chair, Ordinance Committee
DATE: June 15, 2023
SUBJECT: Dumpster Ordinance

At its June 8, 2023 meeting, the Ordinance Committee reviewed an ongoing problem with the state of trash dumpsters. After a thorough discussion including current VDH regulations, the committee decided to recommend new rules for the use of dumpsters by commercial businesses.

The proposed ordinance included here 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.

Council is asked to review the proposed ordinance and vote on its enactment.

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.

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

Closed Meeting Motion:

I will entertain a motion that the Council convene a closed meeting pursuant to Sec. 2.2-3711 A (3,7) of the Code of Virginia for discussion of the acquisition of real property for public use and briefing by staff pertaining to pending litigation.

Certification Motion:

In accordance with section 2.2-3712(D) of the Code of Virginia, I will entertain a motion that the Council certify that to the best of each members' knowledge:

1. Only public business lawfully exempted from open meeting requirements was discussed and
2. Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered.

Ask for a vote by show of hands