



TOWN COUNCIL Regular Meeting

December 18, 2014
Cape Charles Civic Center
6:00 PM

1. Call to Order
 - A. Roll Call
 - B. Establish quorum
2. Invocation and Pledge of Allegiance
3. Recognition of Visitors / Presentations
 - A. None
4. Public Comments (3 minutes per speaker)
5. Consent Agenda
 - A. Approval of Agenda Format
 - B. Approval of Minutes
6. Department Reports
 - *A. Treasurer's Report
 - B. Planning Commission and Boards
 - C. Other Department Reports
7. Old Business
 - A. Cape Charles Multi-Use Trail Project Update
 - *B. Leased Parking Lot
8. New Business
 - *A. Phone System Contract Award
 - *B. Grand Illumination Sponsorship
9. Mayor & Council Comments (5 minutes per speaker)
10. Announcements
 - December 24, 2014 – Town offices closing at noon for Christmas Holiday
 - December 25-26, 2014 – Town offices closed for Christmas Holiday
 - January 1-2, 2015 – Town offices closed for New Year's Holiday
 - January 8, 2015 – Town Council Work Session
 - January 15, 2015 – Town Council Regular Meeting
11. Adjourn at 8:00 P.M.



**DRAFT
TOWN COUNCIL
Regular Meeting
Civic Center
November 20, 2014
6:00 p.m.**

At 6:18 p.m. Mayor George Proto, having established a quorum, called to order the Regular Meeting of the Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett, Brown and Godwin. Councilwoman Natali arrived at 6:23 p.m. Councilman Wendell was not in attendance. Also in attendance were Interim Town Manager Bob Panek, Treasurer Deborah Pocock, Public Works/Public Utilities Director Dave Fauber and Town Clerk Libby Hume. The majority of the Department Heads were in attendance as well as two members of the public.

A moment of silence was observed and was followed by the recitation of the Pledge of Allegiance.

PUBLIC COMMENTS:

There were no public comments to be heard nor any written comments submitted prior to the meeting.

CONSENT AGENDA – APPROVAL OF AGENDA FORMAT:

Motion made by Councilman Bennett, seconded by Councilman Brown, to approve the agenda format as presented. The motion was approved by unanimous vote.

CONSENT AGENDA – APPROVAL OF MINUTES:

The Town Council reviewed the minutes of the October 16, 2014 Regular Meeting, the November 6, 2014 Executive Session and the November 13, 2014 Special Meeting.

Motion made by Councilman Brown, seconded by Councilman Bennett, to approve the minutes from the October 16, 2014 Regular Meeting, the November 6, 2014 Executive Session and the November 13, 2014 Special Meeting as presented. The motion was approved by unanimous vote.

DEPARTMENT REPORTS:

A. *Treasurer's Report:*

Treasurer Deborah Pocock reviewed the Treasurer's report dated October 31, 2014 which showed the Total Cash on Hand of \$753,003, the Total Cash Held in Reserve was \$1,365,475 and the Total Cash – All Accounts was \$2,118,478. Deborah Pocock went on to review the Debt Service, Credit Card Fees, Revenue vs. Expenditures, the Capital Improvement Projects, the 2013 Real Estate Tax Collections, the Year-to-Date (YTD) 2013 Personal Property Tax, Machinery and Tools Tax and 2014 License Tax Collections, the YTD Prior Year Real Estate Tax, Personal Property Tax, Interest and Penalty Collections, and the 3-Year Revenue Comparison Graph.

Motion made by Vice Mayor Bannon, seconded by Councilman Bennett, to accept the Treasurer's Report as submitted. The motion was approved by unanimous consent.

B. *Planning Commission and Boards:*

Interim Town Manager Bob Panek reported the following:

- i) Staff was still waiting for approval from the Department of Conservation and Recreation (DCR) regarding the draft floodplain ordinance. Upon receipt of DCR's approval, the Town could proceed with a public hearing;
- ii) The Department of Environmental Quality (DEQ) was handling the Erosion and Sediment Control Plan and Stormwater Management Plan review for the uplands disposal site for the US. Army Corps of Engineers harbor dredge project. The contract had been awarded for the clearing of the spoils site;
- iii) The Planning Commission held its regular meeting on Tuesday, November 4, 2014, and reviewed the parking concept plans for the property behind the Cape Charles Memorial Library. The Commission recommended authorization for a licensed arborist to evaluate the viability of the pecan tree, both as it currently exists and the expected life span post construction if it were to be retained. The Commission would make a recommendation regarding the concept plans upon review of the arborist's report. Bob Panek stated that he received a quote of \$790 for an arborist to evaluate the tree. There was much discussion regarding the tree, the cost of the arborist, the reduction in parking spaces and the fact that many people would not park in a parking lot under such a tree and liability to the Town.

Motion made by Vice Mayor Bannon, seconded by Councilman Brown, to remove the tree as part of the parking lot construction project. The motion was approved by unanimous vote.

- iv) No applications were received for review by the Historic District Review Board in November.

C. Code Enforcement:

Code Official Jeb Brady reported that he had been busy but did not have any additional information to add to his written report which was included in the Council packet and asked whether there were any questions regarding his report. There were no questions from Council.

Town Harbor:

Harbor Master Smitty Dize reported that he did not have any additional information to add to his written report which was included in the Council packet and asked whether there were any questions regarding his report. There were no questions from Council.

Cape Charles Memorial Library:

Librarian Ann Rutledge reported the following: i) December was Food for Fines month at the Library. Patrons would get \$1 credit towards fines for each can of food brought in; and ii) Mr. Andrew Barbour would be at the Library on December 9 at 11:00 a.m. to read his book *The Hog Island Sheep in a Twisted Christmas Tale*.

Police Department:

Police Chief Jim Pruitt reported the following: i) The Police Department was working on a number of programs/presentations for the public; and ii) He received gun locks and brochures regarding gun safety for distribution to the public from the Safe Child program. He was planning a gun safety presentation for children.

Councilwoman Natali stated that she was working with Chief Pruitt to schedule a presentation for the Bay Creek property owners regarding what the Cape Charles Police could and could not do in the Bay Creek development.

Public Utilities/Public Works Departments:

Public Utilities/Public Works Director Dave Fauber reported that he did not have any additional information to add to his written report which was included in the Council packet and asked whether there were any questions regarding his report.

Vice Mayor Bannon asked about the timeframe for the heating and air conditioning for the second floor of the Library. Councilwoman Natali noted that the Capital Improvement Project Tracking Report showed the timeframe as February or March 2015.

Recreation Department:

Recreation/Community Events Coordinator Jen Lewis reported the following: i) New soccer goals had been purchased. One had been placed and the other was being assembled. By law, the soccer goals would need to be staked, but would be moved periodically so as not to harm the grass in Central Park; and ii) She would be meeting with the Citizens for Central Park on December 3 regarding the new playground equipment. A citizen was helping to explore grant opportunities to help fund the project. The story board was in her office if anyone wanted to see it.

Councilwoman Natali asked whether the guidelines for use of the Civic Center had been finalized. Jen Lewis stated that the proposed guidelines were presented to Council several months ago and no comments had been received, so the guidelines were finalized and the application was located on the website and was also available in her office.

OLD BUSINESS

A. *Public Service Authority (PSA) and Regional Wastewater Update*

Bob Panek stated that the PSA Board had two meetings since the last update and had approved policies concerning the proposed wastewater collection system and reviewed the revised wastewater treatment price proposal provided by the Town, operations cost estimates provided by the County, tax rate options based on the revised project estimate, project financing and mandatory connection requirement. The chairman was authorized to execute the amended contract with Hurt and Proffitt contingent on the Board of Supervisors approving the Special Tax District and a mandatory connection ordinance.

The PSA subcommittee met on October 29, 2014 and continued discussions on the provision of treatment services by the Town, the price offered by the Town and other aspects of an agreement. Negotiations would continue and additional discussion was needed regarding connection charges. The subcommittee agreed that the extent of an overlay district on US 13 was out of their purview and was a decision to be made by the Board of Supervisors. The PSA Executive Director would prepare a draft of an agreement which can be refined through further discussions.

Councilman Brown stated that the subcommittee preferred the rate to be a percentage above the cost vs. a fixed price.

Mayor Proto stated that an executive session would be scheduled regarding the negotiations.

NEW BUSINESS:

A. *Northampton County Funding Request*

Deborah Pocock stated that the Town received notification from Northampton County to submit any funding assistance requests for FY 2015/2016 by December 1, 2014. Last year, the Town requested funding assistance totaling \$133K for operations of the Cape Charles Memorial Library, Computer Training Lab operations, 4th of July fireworks display, public beach operations and the offshore breakwater project. The Town received \$20K towards the operations of the Cape Charles Memorial Library.

Staff proposed the FY2015/2016 funding assistance request as follows: i) \$30K for the Cape Charles Memorial Library operations which included the Computer Training Lab; ii) \$8K for the July 4th fireworks display; iii) \$10K for public beach safety operations; and iv) \$75K for the offshore breakwater project.

There was some discussion regarding the annual requests and the actual funding received. Councilwoman Natali requested that continued support for the Eastern Shore Birding and Wildlife Festival be added to the letter to the County along with the Tall Ships initiative since both were organized by the Eastern Shore Eventacular, Inc.

There were no other additions to the funding request.

B. *Beach Front Improvements*

Bob Panek stated that the south point of the beach had been incrementally improved over the years with several amenities such as restrooms/showers, fishing pier, benches, information kiosk, handicapped access ramp, and the LOVE installation. The area was getting cluttered and needed to be reorganized. Several additional improvements were planned for this area as follows: i) New Kiosk Story Boards – The Coastal Zone Management Program would provide two or three new double-sided story boards which would provide information on coastal flora and fauna and beach/water safety; and ii) Neptune Maquette – Mr. Wynn Price, Director of Richmond Park Operations, and Mr. Paul DiPasquale, noted public sculpture artist, offered a 7' maquette of the Neptune sculpture at the Virginia Beach Boardwalk to the Town at no cost.

Bob Panek gave an overview of the planned reconfiguration of this area and the tentative site plan which would be adjusted as necessary. The work would be completed by the Public Works staff at minimal cost. Upon installation of the Neptune maquette, a dedication ceremony would be arranged in honor of Messrs. Price and DiPasquale.

Councilman Bennett stated that there were too many different types of things at the south end of the beach and suggested that the Neptune Maquette be placed at the north end since that area was being improved as part of the trail project. Vice Mayor Bannon agreed.

There was much discussion regarding the trail project, the beachfront, vandalism and security cameras. Bob Panek stated that he would contact the artist to obtain his feedback regarding the placement of the Neptune Maquette.

C. *Parking Lease*

Bob Panek stated that the recent acquisition and planned redevelopment of the former grocery store property on Mason Avenue, including the eventual loss of the two parking lots, had raised concerns about the availability of public parking in the central business district. A parking lot was currently being designed behind the library which would provide about 30-34 parking spaces. Council had also requested staff explore leasing of property from Bay Coast Railroad to provide additional parking. Bay Coast Railroad agreed to lease an area 815' x 50' behind the commercial properties on the south side of Mason Avenue which would provide about 135 spaces in one row of angled parking. The proposed parking plan and lease were reviewed. The proposed lease was for a 20-year renewal term commencing January 1, 2015 at a cost of \$1,300 per year, adjustable by percentage change in the Consumer Price Index. The Town would be responsible for any improvements which were estimated at about \$10K. If approved, the Town could prepare the area for use before the next tourist season.

Motion made by Vice Mayor Bannon, seconded by Councilman Bennett, to authorize the Interim Town Manager to execute the lease with Bay Coast Railroad and proceed with preparation of the property for parking.

There was much discussion regarding the lease terms and a number of changes were suggested.

Mayor Proto asked for a vote on the motion. The motion was denied by unanimous vote.

Motion made by Councilman Bennett, seconded by Vice Mayor Bannon, to table the decision regarding the lease until the language was updated as discussed. The motion was approved by unanimous vote.

D. *Bank of America Franchise Tax Refund*

Deborah Pocock stated that the Code of Virginia § 58.1-1209 allowed incorporated towns to impose a tax on the net capital of a bank located in the town. Town Code § 66-201 imposed a tax of 80% of the state rate of franchise tax which was \$1.00 for every \$100 of net capital. Bank of America was located in the Town for a number of years and paid the franchise tax on an annual basis. During a recent review of their records, Bank of America discovered an overestimate of their net capital for tax years 2010, 2011 and 2012. The Virginia Department of Taxation completed an audit of the amended returns from Bank of America and notified the Town of a refund due to Bank of America in the amount of \$14,464 for tax years 2010, 2011 and 2012. Council reviewed the two options for payment of the refund.

There was much discussion regarding the Town having to refund monies paid for tax years 2010, 2011 and 2012 in full by the end of 2014 or having to pay interest charges if paid later. Deborah Pocock explained that it was a legal issue which was defined in the Code of Virginia.

Mayor Proto requested that staff confirm that Bank of America paid all required taxes and fees and had no outstanding balances owed to the Town. Deborah Pocock stated that Bank of America had no delinquent balances but would double check. If something was found to be in arrears, the Town would still have to pay the full amount due by the deadline but could follow up with Bank of America for payment of any outstanding balances as a separate issue.

Motion made by Councilwoman Natali, seconded by Vice Mayor Bannon, to authorize the Mayor to execute the Refund Payment Agreement for Option A. The motion was approved by majority vote with Councilman Bennett opposed.

E. *Town Elections*

Bob Panek stated that currently the Town held its elections on the first Tuesday in May of each even-numbered year and the terms of office for the Mayor and Council began on the first day of July following their election. Over the last several years, more and more localities in Virginia were opting to change the date of local elections from May to November for better voter turnout and cost reductions. If Council opted to change the elections to November, a Town Charter revision was necessary and would have to be approved by the General Assembly.

There was some debate regarding this issue.

Motion made by Councilman Bennett, seconded by Councilwoman Natali, to move forward with the process to revise the Town Charter to change the Town elections to November. The motion failed with Councilman Bennett and Councilwoman Natali voting in favor and Vice Mayor Bannon and Councilman Brown voting against. Mayor Proto broke the tie voting against the motion.

F. *Reverse Angled Parking*

Bob Panek stated that the Planning Commission had been discussing the possibility of reverse angled parking, which was now permitted by VDOT, for the north side of Mason Avenue. In reverse angled parking, the driver would pull past the parking spot and back into it which was widely thought to be the safest form of on-street parking by creating a sight line between the driver and other road users when pulling out; car doors open and direct passengers to the sidewalk rather than into the street, etc. At its November 4, 2014 meeting, the Planning Commission approved a motion to recommend the Town Council evaluate the concept and send a written request to VDOT for consideration. If this were implemented along the entire stretch

of Mason Avenue, it would result in an increase of 50-55 on-street parking spaces. If implemented from the west side of Plum Street westward to Bay Avenue, it would result in an increase of approximately 35 on-street parking spaces. Bob Panek stated that there was ample space for reverse angled parking on the north side of Mason Avenue, two travel lanes and parallel parking on the south side.

There was some discussion regarding having people backing into the spaces and possible damage to the other vehicles, curbs and items on the sidewalks. It was noted that many of the merchants placed items on the sidewalks in the VDOT right-of-way. There was also the possibility of people crossing over the oncoming traffic to pull into a space. Councilman Bennett suggested that the Town could make the request to VDOT and review the issues while waiting for a decision.

Motion made by Councilwoman Natali, seconded by Councilman Bennett, to authorize the Mayor to send a request to VDOT for consideration of reverse angled parking for the entire length of Mason Avenue as discussed. The motion was approved by unanimous vote.

G. Connection Charge Payment Plan

Dave Fauber stated that a potential customer asked to be allowed to prepay his connection charges by including the cost of the connection charges in the purchase price of a lot on Washington Avenue. There could be other instances where a buyer would prefer to include these charges in the purchase transaction. In 2009, a prepayment plan was approved prior to the combined utility fee increasing from \$10K to \$20K. This plan was terminated when the fee increase became effective later that same year. Staff requested Council consideration regarding the possibility of reinstating prepayment options, perhaps for the duration of the current fee level, subject to review by the Town Manager. This could make the purchase of vacant lots more attractive for those wishing to build in the near future, thus expanding the tax base and utility customer base and would also accelerate additions to the Town's capital reserve.

There was some discussion regarding this issue and whether the program needed to be limited to the current fee level or offered as an ongoing option.

Motion made by Councilwoman Natali, seconded by Councilman Brown, to allow new purchasers of property and current property owners to prepay utility connection charges subject to Town Manager approval. The motion was approved by unanimous vote.

Before proceeding into the Mayor and Council comment period, Mayor Proto asked Ms. Dianne Davis, who arrived after the Public Comment Period, if she wanted to address Council.

Ms. Davis thanked Mayor Proto for the opportunity and asked about the road project done a couple of years ago and added that the contractor did not do a good job and several areas needed to be redone. Bob Panek explained that it was a VDOT project to put a slurry seal on the streets. The Town did not pay for the work. Ms. Davis thanked Mr. Panek for the information and would be contacting VDOT.

MAYOR AND COUNCIL COMMENTS

Vice Mayor Bannon stated that some of the curbs around Town were cracking as well as areas of sidewalk, especially an area in front of the post office. Mayor Proto informed Council that two VDOT representatives walked through the Town looking at all the sidewalks and noted five sections in front of the post office. Bob Panek added that the sections of sidewalk in front of the Civic Center were installed by the Town and the damage was caused by salt application during the winter months and VDOT would not fix this. Dave Fauber requested that he be advised of any other areas so he could forward the information to VDOT for review. Bob Panek stated that much of the damage to the curbs were caused by trucks driving over the curbs with deliveries, work, etc.

Councilwoman Natali, Councilmen Brown and Bennett, and Mayor Proto stated that they did not have any further comments.

ANNOUNCEMENTS

- November 22, 2014 – Planning Commission Public Input Session re: Comprehensive Plan Update, 10:00 a.m.
- November 25, 2014 – Mayor’s Office Hours, Civic Center, 6:00 p.m. – 8:00 p.m.
- November 26, 2014 – Town Offices closing at noon for Thanksgiving Holiday.
- November 27-28, 2014 – Town offices closed for Thanksgiving Holiday.
- November 29, 2014 – Cape Charles Historical Society Oyster Roast.
- December 4, 2014 – Town Council Work Session followed by Executive Session.
- December 5, 2014 – Northampton County Chamber of Commerce Holiday Tasting Tour.
- December 6, 2014 – Lighted Boat Parade, Golf Cart Parade, Grand Illumination.
- December 13, 2014 – Cape Charles Volunteer Fire Company’s ToolMania.
- December 18, 2014 – Town Council Regular Meeting.
- January 17, 2015 – Epiphany Party

Motion made by Councilman Brown, seconded by Vice Mayor Bannon, to adjourn the Town Council Regular Meeting. The motion was approved by unanimous vote.

Mayor Proto

Town Clerk



DRAFT
TOWN COUNCIL
Work Session
Cape Charles Civic Center
December 4, 2014
6:00 PM

At 6:00 p.m., Mayor George Proto, having established a quorum, called to order the Town Council Work Session. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Brown, Godwin and Wendell and Councilwoman Natali. Councilman Bennett was not in attendance. Interim Town Manager Bob Panek and Town Clerk Libby Hume were also in attendance. There were no members of the public in attendance.

Mayor Proto stated that Ms. Holly Carpenter from the U.S. Army Corps of Engineers (USACE) was here to provide an update regarding the Harbor Dredging Project.

Ms. Carpenter stated that the last dredge of the Town Harbor was in the late 1980s. The current project plans would be finalized in the next couple of weeks and would be solicited online. Since the project was considered to be a federal project under FEMA, the permitting and plan review would be performed by the Virginia Department of Conservation and Recreation and the Virginia Department of Environmental Quality.

The project consisted of three contracts, the first of which was awarded in September for the rehabilitation of the upland placement site. The contractor was awaiting the land disturbance permit before commencing the work. The other two contracts, for the hydraulic dredge of the Harbor of Refuge, Mud Creek and the inner channel, and the outer channel, had not yet been solicited. No public notices had been advertised yet.

The USACE was trying to award the contracts by the end of January. The pipeline placement would take about three to four months followed by the dredging and sand placement. New processes had been put in place in July 2014 and the USACE was working through several issues and the work should be able to start in February.

There was much discussion regarding the uplands site preparations and the amount of sand being removed. 93K cubic yards would be placed on the Cape Charles beach. Initially, the sand would be dark but would lighten in several weeks after it dried. Interim Town Manager Bob Panek suggested that, when the time came, a notice could be published in the Gazette.

Ms. Carpenter stated that she would keep the Town informed of their progress and asked Council to email her any further questions.

Mayor Proto thanked Ms. Carpenter for providing the update and information regarding the project.

Motion made by Vice Mayor Bannon, seconded by Councilman Brown, to adjourn the Town Council Work Session. The motion was approved by unanimous vote.

Mayor Proto

Town Clerk



DRAFT
TOWN COUNCIL
Executive Session
Cape Charles Civic Center
December 4, 2014
Immediately Following Work Session

At approximately 7:10 p.m. Mayor George Proto, having established a quorum, called to order the Executive Session of the Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Brown, Godwin and Wendell and Councilwoman Natali. Councilman Bennett was not in attendance. Interim Town Manager Bob Panek was also in attendance.

Motion made by Vice Mayor Bannon, seconded by Councilwoman Natali, and unanimously approved to go into Closed Session in accordance with Section 2.2-3711-A of the Code of Virginia of 1950, as amended for the purpose of:

Paragraph 3: Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Specifically: Parking and Public Access

Paragraph 1: Discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

Specifically: Review of Town Manager Candidates

Motion made by Vice Mayor Bannon, seconded by Councilwoman Natali, to return to Open Session. The motion was unanimously approved.

Motion to certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body. Roll call vote: Bannon, yes; Brown, yes; Godwin, yes; Natali, yes; Wendell, yes.

Motion made by Councilman Brown, seconded by Councilman Godwin, to adjourn the Town Council Executive Session. The motion was unanimously approved.

Mayor Proto

Town Clerk



DRAFT
TOWN COUNCIL
Executive Session
Cape Charles Civic Center
December 11, 2014
6:00 PM

At approximately 6:00 p.m. Mayor George Proto, having established a quorum, called to order the Executive Session of the Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett, Brown and Wendell and Councilwoman Natali. Councilman Godwin was not in attendance. Interim Town Manager Bob Panek was also in attendance.

Motion made by Vice Mayor Bannon, seconded by Councilman Brown, and unanimously approved to go into Closed Session in accordance with Section 2.2-3711-A of the Code of Virginia of 1950, as amended for the purpose of:

Paragraph 1: Discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

Specifically: Review of Town Manager Candidates

Motion made by Councilman Bennett, seconded by Vice Mayor Bannon, to return to Open Session. The motion was unanimously approved.

Motion to certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body. Roll call vote: Bannon, yes; Bennett, yes; Brown, yes; Natali, yes; Wendell, yes.

Motion made by Councilman Bennett, seconded by Vice Mayor Bannon, to adjourn the Town Council Executive Session. The motion was unanimously approved.

Mayor Proto

Town Clerk

Planning Department Report for Town Council

From: Libby Hume
To: Town Council
Date: December 10, 2014
Subject: Report for Planning Department

1. Ms. Holly Carpenter from the U.S. Army Corps of Engineers (USACE) attended the December 4, 2014 Town Council Work Session and presented an update of the harbor dredging project.

On December 11th, the Town received notification from the USACE that the Final Supplemental Environmental Assessment had been completed and a Finding of No Significant Impact had been signed for the Cape Charles City Harbor Federal Navigation Project.

2. Interviews for the Town Planner position have been scheduled for December 17 and 19.

Planning Commission:

1. The Planning Commission held two Comprehensive Plan Public Input Sessions on Saturday, November 22, and Tuesday, December 2. There were no attendees at the November 22 session, but five citizens attended the December 2 session and there was some good dialogue. The Commission will review and discuss the feedback from the public at their January 6, 2015 meeting. The Commission is recommending a work session with the Town Council to review the proposed changes to the Comprehensive Plan prior to scheduling a joint public hearing.

Historic District Review Board:

1. The HDRB did not meet in November as there were no applications to review.
2. The next HDRB meeting is scheduled for Tuesday, December 16, and the Board will be reviewing an application for renovations to 1 Mason Avenue (the former Northampton Hotel). The building is a contributing structure with a proposed use as a hotel/restaurant.

Board of Zoning Appeals:

1. A BZA public hearing and meeting has been scheduled for Wednesday, January 7, 2015. An application for exception from the Chesapeake Bay Preservation Area Overlay District Resource Protection Area (RPA) requirements for holes 4 and 5 of the Bay Creek Nicklaus Golf Course which have sustained substantial erosion from various storms and must be reinforced to prevent further loss. This section of the golf course is now within the RPA governed by Article VII – Chesapeake Bay Preservation Area Overlay District of the Cape Charles Zoning Ordinance.

Code Enforcement

Month of November FY 2015

Building Permits Issued/Permit Fees Collected:

Permits this month: 38	
Permits this year: 140	Total permits last year: 269
Total construction this month: \$268,071	
Total construction this year: \$3,552,846	Total construction last fiscal year: \$6,874,978
Permit fees this month: \$3,792.67	
Total permit fees this fiscal year: \$99,752.87	Total permit fees last fiscal year: \$95,845.65
Bay Creek Water/Sewer Tap fees: \$0	
The Colony/Sewer Water Tap fees: \$0	
Marina Village/Marina Village East Sewer/Water Tap fees: \$0	
Bayside Village Sewer/Water Tap fees: \$0	
Old-Town Water/Sewer Tap fees: \$0	
Total Tap fees this year: \$61,750	Total Tap fees last fiscal year: \$37,050
Fire Dept. levy this month: \$329.70	
Total Fire Dept. levies this year: \$2,892.37	Total Fire Dept. levies last fiscal year: \$3,343.33
State levy this month: \$65.95	
Total state levies this year: \$578.55	Total state levies last fiscal year: \$943.38
Miscellaneous Revenue: \$0	

Existing Structures Code Enforcement Cases:

Total Cases: 27	
New this month: 0	
Closed this month: 0	
Rental Inspections: 0	
Rental C.O's Issued: 0	
Rental Inspection fees collected: \$0	
Grass cutting enforcement: 2	
Grass cutting: 3	
Enforcement fees charged this month: \$150.00	
Enforcement fees charged this year: \$6,700.00	Fees charged last fiscal year: \$10,050
Enforcement fees collected: \$1,751.30	
Enforcement fees collected this year: \$15,189.58	Fees collected last fiscal year: \$1,129.36

Annual Fire Inspections (updated) (Completed)

Total Cases: 92
Inspections conducted: 0
Closed this month: 0
Closed altogether: 92
Cases unresolved: 0

Annual Fire Reports (updated) (Completed)

Total Cases: 59
Received this month: 0
Closed: 59
Unresolved: 0

Month of November FY 2015

Other items of note:

1. Completed 35 inspections
2. Conducted 2 zoning clearances
3. Completed 1 courtesy residential inspections
4. Conducted 3 courtesy commercial inspection
5. Conducted 28 E & S control inspections
6. Conducted 1 commercial plan reviews for Erosion and Sedimentation Control.
7. Completed 0 residential plan reviews
8. Issued 0 Public Utilities Shallow Well permits
9. Permits have been issued for Cape Charles Loft project and framing and trades work has begun.
10. Demolition of Old Dr.'s Office on Tazewell Avenue extended is slated to be demolished as soon as asbestos abatement is finished.
11. Have been filling in due to the absence of a Town Planner. Currently working on staff report and agenda for Historic District Review Board meeting on December 16.

12/04/14

Permit/Construction Fee Report

Map Number	Permit #	Type	Date	Address	Work description	Permit Fee	Value
	PE140060	Electrical	11/18/2014	155 Heron Pointe Driv	New Electrical for S/F Res	\$154.00	\$12,500
	PE140059	Electrical	11/18/2014	155 Heron Pointe Driv	100 Amp Temp Pole	\$56.00	\$500
	PB140101	Building	11/19/2014	647 Madison Avenue	Exterior Alteration	\$140.00	\$10,000
	PB140099	Building	11/18/2014	245 Mason Avenue 10	Alteration to Convert Space to A-3	\$476.00	\$35,000
083A3-0100-55	PM140035	Mechanical	11/19/2014	609 Mason Avenue	2 New Air to Air Heat Pumps	\$173.53	\$15,988
	PB140098	Building	11/14/2014	522 Monroe Avenue	Tear off/roeroof	\$88.21	\$8,250
	PF140011	Fire Suppressio	11/24/2014	301 Patrick Henry Av	Upgrade existing fire alarm system	\$220.45	\$12,183
	PB140097	Building	11/03/2014	603 Peach Street	Converting back to a duplex	\$56.00	\$2,500
	PP140042	Plumbing	11/13/2014	423 Plum Street	New Plumbing for Shell	\$99.68	\$3,900
	PP140043	Plumbing	11/13/2014	423 Plum Street 101	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140044	Plumbing	11/13/2014	423 Plum Street 102	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140045	Plumbing	11/13/2014	423 Plum Street 103	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140046	Plumbing	11/13/2014	423 Plum Street 104	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140047	Plumbing	11/13/2014	423 Plum Street 105	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140057	Plumbing	11/17/2014	423 Plum Street 106	New Plumbing for R-2 Apartment	\$98.00	\$10,000
	PP140048	Plumbing	11/13/2014	423 Plum Street 108	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140058	Plumbing	11/17/2014	423 Plum Street 109	New Plumbing For R-2 Apartment	\$70.00	\$5,000
	PP140059	Plumbing	11/17/2014	423 Plum Street 110	New Plumbing for R-2 Apartment	\$151.20	\$12,000
	PP140049	Plumbing	11/13/2014	423 Plum Street 201	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140050	Plumbing	11/13/2014	423 Plum Street 202	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140051	Plumbing	11/13/2014	423 Plum Street 203	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140052	Plumbing	11/13/2014	423 Plum Street 204	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140053	Plumbing	11/13/2014	423 Plum Street 205	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140054	Plumbing	11/13/2014	423 Plum Street 206	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140055	Plumbing	11/13/2014	423 Plum Street 207	New Plumbing for R-2 unit	\$70.00	\$5,000
	PP140056	Plumbing	11/13/2014	423 Plum Street 208	New Plumbing for R-2 unit	\$70.00	\$5,000
083A3-0100-60	PM140034	Mechanical	11/12/2014	328 Randolph Avenue	2 New Air to Air Heat Pumps	\$58.80	\$3,000
	PT140009	UST/ AST	11/05/2014	156 Sunset Blvd	500 Gallon UST	\$56.00	\$250
	PG140014	Gas	11/05/2014	156 Sunset Blvd	New Gas Line	\$56.00	\$250
	PT140010	UST/ AST	11/05/2014	171 Sunset Blvd.	500 Gallon UST	\$56.00	\$250
	PG140015	Gas	11/05/2014	171 Sunset Blvd.	New Gas Line	\$56.00	\$250

12/04/14

Permit/Construction Fee Report

Map Number	Permit #	Type	Date	Address	Work description	Permit Fee	Value
	PP140060	Plumbing	11/18/2014	171 Sunset Blvd.	New Plumbing for S/F Res	\$92.40	\$9,000
	PM140036	Mechanical	11/26/2014	171 Sunset Blvd.	New Mechanical for S/F Res	\$174.16	\$16,100
	PM140033	Mechanical	11/05/2014	221 Tazewell Avenue	1 new air to air heat pump	\$75.04	\$5,900
	PB140102	Building	11/24/2014	542 Tazewell Avenue	New Siding on 2 sides	\$151.20	\$12,000
	PD140002	Demolition	11/24/2014	721 Tazewell Avenue	Demolish Old Dr.'s Office	\$100.00	\$13,000
	PE140058	Electrical	11/17/2014	525 Walbridge Bend	New Electrical for S/F Res	\$98.00	\$10,000
	PE140057	Electrical	11/17/2014	525 Walbridge Bend	60 Amp Temp Pole	\$56.00	\$250
Total Permits: 38						\$3,792.67	\$268,071

Per Date Issued Range from 11/01/2014 to 11/30/2014



**Town Harbor
Town Council Report
November, 2014**

December 1, 2014

Maintenance:

1. Staff completed the stage.
2. Staff began painting boat ramp parking area.
3. Staff continued replacing and re-screwing dock boards in the Inner Harbor
4. Staff replaced leaky water valves on C-02 and CD-27
5. Staff changed oil in the UTV's
6. Staff replaced all locks and deadbolts so they are keyed alike
7. Staff ordered and received new danger signs to replace the missing ones on the breakwaters.
8. Staff winterized the harbor boat.
9. Staff winterized A-Dock

Upcoming Items that needs to be completed:

1. Re-tighten all cleats on floating docks (In Progress).
2. Re-nail all rubber bumpers (In Progress).
3. Paint the boat ramp parking stripes. (In Progress)
4. Re screw all boards on the board walk in the inner harbor with stainless screws.(In Progress)
5. Re-tighten all bolts on the floating docks
6. Scale, prime & paint dirty oil tank.
7. Repair drywall in men's shower and females' restroom.
8. Replace light censor on boardwalk lights.
9. Replace misc. light sensors on pedestals.
10. Measure piles, order new caps to cover the piles that do not have caps.
11. Continue to clean all electric pedestal bus bars.

Capital Projects and Harbor improvements:

1. Offshore Breakwaters – The VPA board approved the restructuring of the resolution that required a 50/50 match on \$500,001 or more, to a 75% VPA 25% local on all grants that are funded.
2. Dredging – Holly Carpenter will give an update on December 4th at a work session.

Other Items:

1. Follow us on Face Book (**Cape Charles Town Harbor**) over 2100 likes!!!
2. Current Office Hours – 9:00 am to 4:30 pm 7 days a week.
3. Staff began decorating for the holiday season.
4. Waiting list – No change from October.

Length	Annual	Seasonal	Total
20ft	2	6	8
24ft	7	4	11
30ft	9	7	15
36ft	5	2	7
45ft	9	4	11
50ft	1	1	2
60ft	2	0	2
Total	35	24	59



Town Harbor Town Council Report November, 2014

Harbor Events:

3rd Annual Lighted Boat Parade:

December 6, 2014; again this year the Cape Charles Yacht Club will be hosting the 3rd Annual Lighted Boat Parade in conjunction with the Golf Cart Parade and Grand Illumination. Activities will begin at the Harbor at 4:30 pm with the Yacht club serving up refreshments at the bath house. Around 5:15 pm vessels will depart their slips for the parade. Upon their return, the Harbor will be illuminated and the golf cart parade will begin.

Inaugural Dropping of the Crab Pot: Will take place at 10pm on December 31st. there will also be fireworks at that time. Still working on all the details will update the schedule of events at the council meeting and on the website and on the Harbor's Face Book Page.

8th Annual Blessing of the Fleet: This will be held April 24th, 2015 6 pm to 10 pm. and we are going to change things up a bit to try and get more people involved. Details will be forthcoming.

Clam Slam 2015 & 5th Annual Boat Docking contest: Will be July 31, 2015 through August 2nd, 2015. More details will follow.

3rd Annual Trick or Treat with Pirate Pete: October 24, 2015

Business:

Transient vessels are vessels that stay in a particular place ten or less nights. Below is a comparison for the last three years for transient vessels nights docked and the dollar amount year to date. Please note that our transient docking increased 17.5% from 2012 to 2013 and 61.1% from 2012 to 2014.

	2012	2013	2014
Nightly	821 = \$40,018	934 = \$49,183	1028 = \$64,495
Weekly	115 = \$ 4,761	40 = \$ 3,459	124 = \$ 8,367
Hourly	3 = \$ 15	3 = \$ 15	90 = \$ 450
Total	\$44,794	\$52,657	\$73,312

Cape Charles Memorial Library Report November 2014

1. We provide weekly storytimes for children and a weekly Chess Club. Lego Club is every other week. Below is the monthly attendance for programs held during November 2014:

- Preschool Storytime - weekly 44
- Toddler Storytime - weekly 24
- Chess Club – weekly 19
- Lego Club – biweekly 4

TOTAL 91

2. On December 9 at 11:00 author **Andrew Barbour** will be reading his children's book *The Hog Island Sheep in a Twisted Christmas Tale*.

3. On December 14 from 2:00 to 4:00 the **4th Annual B & B Cookie Trail** will be held in Cape Charles. The event begins at the library and continues through all of the B & B's in town. The B & B's will be providing cookies and beverages as well as a tour. Participants are asked to donate a puzzle, a classic board game or card game, a children's DVD, audio books or a monetary donation.

4. As of today our Facebook page has 454 likes, with 2 new likes this month. For additional information about library programs and library related information check out our **Facebook** page.

CAPE CHARLES MEMORIAL LIBRARY 2014													
	January	February	March	April	May	June	July	August	September	October	November	December	YTD
INCOME:													
Copier/Prt	\$40.90	\$71.20	\$68.10	\$126.90	\$72.70	\$52.00	\$45.00	\$71.70	\$69.30	\$80.10	\$72.80	\$0.00	\$770.70
Faxes	\$16.50	\$17.50	\$25.50	\$39.30	\$34.60	\$47.00	\$29.00	\$43.50	\$40.80	\$42.50	\$59.00	\$0.00	\$395.20
TOTAL	\$57.40	\$88.70	\$93.60	\$166.20	\$107.30	\$99.00	\$74.00	\$115.20	\$110.10	\$122.60	\$131.80	\$0.00	\$1,165.90
Deposit													
BOOK CIRC-ADLT													
Fiction	378	388	393	434	422	495	611	517	500	539	465	0	5142
Non-fiction	135	150	114	110	135	166	143	191	132	156	141	0	1573
DVDs	184	162	202	169	171	167	314	246	189	134	85	0	2023
TOTAL 2014	697	700	709	713	728	828	1068	954	821	829	691	0	8738
Books Circ. 2013	844	0	0	576	538	777	1014	1020	841	804	650	711	7775
BOOKS CIRC-JUV													
Fiction	293	340	338	351	332	680	981	795	530	526	399	0	5565
Non-Fiction	73	111	88	47	53	73	112	109	140	123	88	0	1017
DVDs	77	67	112	76	41	114	193	213	121	99	59	0	1172
TOTAL 2014	443	518	538	474	426	867	1286	1117	791	748	546	0	7754
Books Circ 2013	541	0	0	336	400	808	978	822	735	762	597	549	6528
TOTAL 2014	1140	1218	1247	1187	1154	1695	2354	2071	1612	1577	1237	0	16492
Total Circ. 2013	1385	0	0	912	938	1585	1992	1842	1576	1566	1247	1260	14303
ATTENDANCE 2014	819	912	1019	951	1062	1323	2005	2234	1154	1355	951	0	13785
Attendance 2013	656	575	675	718	756	1418	2160	1586	1131	1180	936	919	12710
PROGRAMS 2014	9	13	17	16	20	15	26	20	9	15	10	0	170
Programs 2013	8	6	9	10	8	14	20	13	13	14	12	14	141
PROG. ATTEND 2014	83	156	143	195	189	152	525	500	66	168	91	0	2268
Prog. Attend 2013	65	74	95	112	67	21	582	199	134	149	199	575	2272
Computer Classes	0	0	0	0	0	0	0	0	0	0	0	0	0
Class Attendance	0	0	0	0	0	0	0	0	0	0	0	0	0
INTERNET USE 2014	237	217	214	283	280	256	293	411	239	273	286	0	2989
Internet use 2013	200	162	207	201	172	333	510	414	335	306	221	252	3313
LIBRARY CARDS 2014	19	14	9	9	13	14	27	25	25	13	11	0	179
Library cards 2013	6	9	8	7	7	26	52	32	24	14	15	22	222
Volunteer Hours 2014	31.50	29.50	38.49	47.00	76.00	62.50	40.15	44.75	99.50	109.25	35.50	0.00	614.14

CAPE CHARLES POLICE DEPARTMENT

MONTHLY STATISTICS

November 2014

The following information is the monthly statistics regarding law enforcement activities for the Cape Charles Police Department.

- Calls for service in Cape Charles: 53
- Calls for service outside of Cape Charles: 14
- Felony arrests: 0
- Misdemeanor Arrests: 1
- D.U.I. Arrests: 1
- Traffic Summons: 15 (see below)
- Traffic Warnings (written& verbal): 10
- Parking tickets: 4
- Building Checks: 20
- Assisted Northampton County Sheriff's Office: 13
- Assisted Virginia State Police: 0
- Assisted Federal Agencies: 0
- Assisted Fire& Rescue: 14
- Foot Patrol Hours: 52.5

The following took place in November:

- Officer Potts completed in-service training at Hampton Roads Academy.
- Bay Creek patrol hours: 76.5

Traffic summons:

- | | |
|---------------------------------------|--|
| 1. Expired inspection sticker | 9. Speeding 44/25 zone |
| 2. Expired registration | 10. Speeding 44/25 zone |
| 3. Speeding 43/25 zone | 11. Expired registration |
| 4. No inspection sticker | 12. Expired inspection |
| 5. Reckless driving 60/25 zone | 13. Reckless driving 48/25 zone |
| 6. No driver's license in possession | 14. Speeding 44/25 zone |
| 7. Speeding 40/25 zone | 15. Expired inspection Speeding 44/25 zone |
| 8. No registration card in possession | |

Arrests:

1. D.U.I.

Public Utilities

Monthly Report November 2014



Production Summary

- Miss Utility Tickets: 6
- Emergency Call Outs After Hours and Weekends:
Number of times called out: 3
Total Man Hours: 6
- Sludge: September: N/A
- Water: Total Production: 3,433,519
High: 309,900 on Nov, 19 after system flush
Low: 74,900 on Nov. 6

Average	Raw Water	Finished Water
Hardness	420	125
Iron	8.23	.018
Manganese	0.491	0.004

All Data in PPM

- Waste Water: Average Flow N/A gpd
Maximum N/A gpd
Total for Month N/A Gallons
Nutrients:
Phosphorus Average N/A Limit .3 mg/l annual average
Nitrogen Average N/A Limit 4 mg/l annual average

Personnel

- Water
 - Patrick Christman Operator Class 3 Water, Operator in Charge
 - Ron Bailey Operator Class 3 Water
 - Scottie Neville Operator Class 4 Water
 - Gerald Elliott Maintenance
- Waste Water
 - Patrick Christman Operator Class 2 WW, Operator in Charge
 - Freddie Meditz Operator Class 3 WW, Lab Manager
 - Dan Dabinett Operator Class 3 WW, Maintenance
 - Billy Powell Maintenance Supervisor

Public Utilities

Completed Projects

- We have responded to DEQ comments on the Keck Well Aquifer Test and Ground Water Withdrawal Permit. Waiting for their Reply.
- The DEQ inspected the WWTP on November 11, 2014 and gave us a very good report.
- The water in Heron Point tested high for THM's this quarter. This will put the Running Annual Average over the PMCL of 0.080 mg/l. The public will be notified by mail.
- The PER for chlorination of the drinking water has been received from GHD. Estimated cost for installation is \$33k with an annual estimated cost of O&M of \$6k. This is the alternative that was chosen to help reduce the level of THM's in our drinking water.

In Progress

- Working with GHD on preparing a new Task Order for upgrades to the Plum Street and pine Street Pump Stations.

Upcoming Projects

- An automatic flush valve will be installed in Heron Point. We have received the OK from Bay Creek and will proceed with the installation.

Capital Projects

- Water:
 - Emergency Generator for Water Plant \$45k
 - Installed
 - Engineering for Keck Wells \$60k
 - 90% drawings and specifications are going through GHD internal QA/QC review process.
 - GHD to deliver the 90% documents to the Town mid-December.
 - After addressing the Town's comments on the 90% documents, GHD would send out permitting packages in late January.
 - With about 1 month for addressing any permitting comments, 1 month for final review, and 2 months for project bidding, construction would be expected to start as early as August 2015.
- Waste Water
 - Channel Grinder for MAPS \$50k
 - Engineered as part of the MAPS improvements and Mason Avenue Force Main Project
 - The equipment has been delivered, installed and is up and running.

PUBLIC WORKS

November 2014

Dump Fees

- Oyster Landfill: 5 Trips, 3.42 Tons @ cost of \$222.30
- Recycled 3 loads of bags & leaves
- Recycled 2 loads of non-chip able brush

Staff Report

- Brent Mears (Hired 10-1) in training and doing well

Completed Projects

- Monthly meter reads
- Replaced J.D. Gator drive clutch, belt & welded loose exhaust pipe
- Case backhoe replaced 1 damaged hydraulic line
- Kubota tractor L rear light repaired & new tires installed
- Replaced Chevy Dump blower motor
- 5 - Mason ave street lamps repaired in-house
- Sent ANEC 5 additional Town street lights for repair
- Overhead door spring chains installed @ Central Park bathroom doors
- Central Park water fountain drained & closed for winter
- Installed 2 metering faucets @ Central Park bathroom sinks
- Installed motion rear entrance security lights @ Civic Center
- Library exterior security lights repaired (Mason & Strawberry)
- Replaced 7 bad GFCI outlets & 2 bubble covers @ Mason ave & Central Park
- New regulation soccer goals installed in Central Park
- Trimmed route 184 crepe myrtle trees
- VML insurance Town ride out

Events

- Veterans Day (Tuesday-11-11)
- Thanksgiving (Wednesday 1/2 day-Thursday & Friday 11-27 thru 28th)

In Progress

- Manual street gutter clean
- Beach winter fence & burlap erosion control maintenance
- Wood chipper maintenance- replacement belt & blades
- Town wide street tree & bush trimming
- Mowing of 9 Town properties, is last cut for winter
- Vehicle/equipment maintenance
- Golf cart path maintenance
- Beach wooden walkway maintenance
- Installation of Town Holiday lights
- Trash can maintenance
- Surplus items for auction
- Training

Upcoming Projects

- Safety training
- Ally tree & bush right of way trimming
- Construct new steps to beach from sidewalk @ Jefferson ave
- Re-paint no parking curbs (yellow) Town wide & handicapped areas (blue) on Mason ave
- Re-paint Municipal building 1st floor entrance & down stairs offices
- P.W. shop office space
- Bay ave Gazebo trim repair

Man Hours per Project/Task

Vehicle Maint.	Equipment Maint.	Building Maint.	Public Debris Areas	Street Cleaning	Beach Maint.	Public Sanitation	Public facilities cleaning	Admin. training	Property maint. & repair	Events	Meter Reads
24	43.5	86.5	54.5	38.5	45	31.5	30.5	39.5	39.5	1	13

Recreation Department December 2014 Council Report

Programming and Events

1. Arts and Crafts
 - A. November 5, 2014 – 8 participants
 - B. November 12, 2014 - Loom potholders – 12 participants
 - C. November 18, 2014 – Loom potholders – 10 participants
2. Cornhole
 - A. November 6, 13, 20 – 16 participants each night
3. Scrapbooking
 - A. November 3 – 5 participants
 - B. November 10 – 4 participants
 - C. November 17 – 3 participants
 - D. November 24 – 3 participants
4. Book Club
 - A. November 3 – Gone Girl – 6 participants
 - B. November 17 – Gone Girl – 4 participants
5. Line Dancing
 - A. November 3 – 1 participant
 - B. November 17 – cancelled due to weather
6. Mommy and Me
 - A. November 3 – 6 participants
 - B. November 10 – 4 participants
 - C. November 17 – 8 participants
 - D. November 24 – Cancelled
7. Bingo
 - A. November 7 – 8 participants
 - B. November 21 – 7 participants

Updates:

1. Cape Kids Playground – A group of citizens will meet with Bob and Jen on December 5 to discuss financial opportunities to help support the purchase of new playground equipment. It has been recommended by our insurance company that we use a different type of material for our equipment. Please contact Jen with any questions or concerns about future equipment.
2. Soccer Goals – Central park has new soccer goals. Per insurance guidelines soccer goals have to be staked down for safety reasons. The goals will be moved periodically around the park to prevent excessive use on any one area of the ground.
3. Of Note: Jen will be out of the office from December 19 – January 5. The Recreation Department wishes everyone a Merry Christmas and a Happy New Year.

 TOWN OF CAPE CHARLES	AGENDA TITLE: Cape Charles Community Trail – Phase 2		AGENDA DATE: December 18, 2014
	SUBJECT/PROPOSAL/REQUEST: Progress update.		ITEM NUMBER: 7A
	ATTACHMENTS: None.		FOR COUNCIL: Action () Information (X)
	STAFF CONTACT (s): Bob Panek	REVIEWED BY: Bob Panek, Interim Town Manager	

BACKGROUND:

Council adopted the Cape Charles Master Trail Plan on September 11, 2007. This multi-use trail is being constructed in phases as funding is available. Eighty percent of the cost is funded by Federal grants authorized under the Transportation Enhancement Act for the 21st Century (TEA-21), now succeeded by the Transportation Alternatives Program, and twenty percent by local funds. To date, the Town has been awarded \$2.3M in grant funding. Of that, about \$1M was utilized for the Master Plan and for design, engineering and construction of Phase 1 in Central Park. About \$1.4M remains available for Phase 2 – North Peach St. and Washington Ave.

DISCUSSION:

Our consulting firm, Land Studio, PC, submitted the 100% design documentation, including the bid package, to VDOT for review on May 1, 2014. The overall layout is as previously presented (available in the Town Hall). Land Studio has incorporated the minor design changes resulting from the VDOT review, as well as the update of the National Environmental Policy Act review documentation. Additionally, the Town has provided VDOT the required water quality and right of way certifications.

We have provided “before” and “after” drawings to property owners along the route so they can become familiar with the planned improvements, and have now obtained all required construction easements.

Town staff and our consultants met with VDOT representatives on December 2, 2014 to review the enhanced construction administration and inspection (CA&I) requirements specified by VDOT and the Federal Highway Administration. These requirements are greater than previously planned and add about \$100K to the project cost estimate. CA&I responsibilities will be shared between Town staff and our consultants.

The project cost estimate is now \$1.7M, including design, engineering, construction, administration & inspection. The Federal share is \$1.36M, and the Town share is \$0.34M. This is within the funding budgeted for FY 2013 thru FY 2015.

VDOT anticipates issuing approval to bid the project shortly. The bidding process should occur in January 2015, with contract award in February. Construction duration is estimated to be about 8 months.

RECOMMENDATION:

Provided for information only.

 TOWN OF CAPE CHARLES	AGENDA TITLE: Leased Parking Lot		AGENDA DATE: December 18, 2014
	SUBJECT/PROPOSAL/REQUEST: Approve lease of railroad property for a public parking lot.		ITEM NUMBER: 7B
	ATTACHMENTS: Proposed lease.		FOR COUNCIL: Action (X) Information ()
	STAFF CONTACT (s): Bob Panek	REVIEWED BY: Bob Panek, Interim Town Manager	

BACKGROUND:

The recent acquisition and planned redevelopment of the former grocery store property on Mason Avenue, including eventual loss of the two parking lots, has raised concerns about the availability of public parking in the central business district. We are currently designing a parking lot for the Town-owned property behind the library. This would provide about 34 parking spaces and would partially replace the number of spaces to be lost.

Council requested that staff explore leasing Bay Coast Railroad property to provide additional parking. Bay Coast Railroad has agreed to lease an area 815' x 50' behind the commercial properties on the south side of Mason Avenue. This area would provide about 135 spaces in one row of angled parking. The lease would include a 24' wide ingress/egress lane on both the east and west ends of the property. The proposed parking area and lease were reviewed by Council at the November Council meeting. Council requested two changes to the lease:

1. Clarify language concerning the change in the Consumer Price Index (CPI) – rent can either increase or decrease.
2. Clarify two paragraphs concerning tenant property at end of lease term – either remove or retain, at tenant's option.

DISCUSSION:

Bay Coast Railroad has agreed to the changes requested by Council. Attached is the proposed lease. Salient features are:

1. Term of 20 years, renewable.
2. Commencement date of January 1, 2015.
3. Rent of \$1,300 per year, adjustable up or down by percentage change in the CPI.
4. Tenant responsible for improvements; at tenant's option to be removed or retained at lease end.

Commencement of the lease in January would provide time for the Town to prepare the area for use before the next tourist season. We anticipate that some low spots will need to be filled, bollards will need to be installed around electrical cabinets, perimeter will need to be marked, signage installed, etc. A rough estimate for this work is \$10,000. Council has expressed interest in making additional improvements over time. Additionally, the grass will need to be mowed during the growing season.

No funds were included in the FY 2015 budget for this purpose. However, we can rebalance budget line items during the mid-year review.

RECOMMENDATION:

Discuss the proposed lease of Bay Coast Railroad property and, if desired, authorize the Interim Town Manager to execute the lease and proceed with preparation of the property for parking.

PROPERTY LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this ____ day of _____, between CASSATT MANAGEMENT LLC, d/b/a BAY COAST RAILROAD, a Virginia Limited Liability Company, whose address is P. O. Box 312, Cape Charles, Virginia 23310 (“Landlord”) and the MUNICIPAL CORPORATION OF CAPE CHARLES, whose address is 2 Plum Street, Cape Charles, VA 23310 (“Tenant”).

WITNESSETH:

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby lets and Tenant hereby hires Premises with appurtenances thereunto belonging and located in **Cape Charles, VA**, described as follows:

1. Description of Premises: **An area approximately 50 ft. by 815 ft. of Tax Parcel 83A3-A-9, plus an area approximately 24 ft. by 200 ft. of Tax Parcel 83A3-A-9 for ingress and egress, plus an area approximately 24 ft. by 200 ft. of the existing ingress and egress easement over Tax Parcel 83A3-A-5, all as shown on the attached plan.**
2. TERM: The term of the lease is to be for a period of **twenty (20) years** commencing on **January 1, 2015**, with automatic twenty-year renewals unless 30 days written notification of cancellation of the lease is given by either party.
3. PURPOSE: The Demised Premises shall be used for parking purposes of the MUNICIPAL CORPORATION OF CAPE CHARLES.
4. Tenant shall permit Landlord or its authorized agents to enter the demised premises for the purpose of inspecting the same at any reasonable time or times during the term or any continued term of this lease.
5. RENT: **The Annual Rent for this property will be \$1,300.00 (one thousand three hundred dollars), payable annually on or before the anniversary of the Effective Date of this Agreement.** Beginning the second year of this agreement, the annual rent shall be ~~adjusted~~**increased over the prior year's fee** by the same percentage that the Consumer Price Index ~~changes from~~ **exceeds the index of** the prior year.
6. Tenant hereby waives and relinquishes unto and in favor of Landlord the operation of all laws which do now or hereafter may exempt any property on the demised premises or any property in any way belonging to Tenant, whether on the demised premises or elsewhere, from levy and sale upon

distress for rent or upon execution of any judgment obtained in any action brought for nonpayment of any rent or additional rents hereunder or for breach of any other provision hereof. The parties hereto shall and do hereby waive trial by jury in any action, proceeding or counter-claim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this lease or tenant's use of and occupancy of the demised premises or arising out of or in any way connected with any claim or injury or damage arising out of or in connection with this lease or such use or occupancy. Tenant hereby expressly waives any and all rights or redemption granted by or under any present or future laws in the event of Landlord obtaining possession of the demised premises by reason of violation of Tenant of any of the covenants and conditions of this lease or otherwise.

7. Landlord warrants that it has the right to lease the described property.
8. The Tenant hereby certifies that it has examined the premises and has satisfied itself that this is a suitable area for Tenant's purposes. Tenant shall at its sole expense make all repairs necessary to provide a safe area for its employees, visitors, and other personnel using the area.
9. Tenant will make and install any and all necessary improvements at their own expense and for their own account.
10. Tenant hereby agrees to comply with all local, State and Federal laws and regulations involving the use of the premises.
11. Any improvements to the property or building, and any buildings or other structures erected thereon must be done in a good and workmanlike manner and comply with all required building codes, and all applicable State and Federal regulations, and Tenant shall obtain and pay for any/all applicable permits. ~~Any and all such improvements, repairs, utilities installed and buildings erected upon the Premises will become the property of the Landlord at the cancellation and/or termination of this lease, or upon Tenant's receipt of notice from Landlord to vacate said property.~~
12. Tenant further agrees not to conduct any activities or business or to store any material, machinery, or equipment in violation of any local, State or Federal regulations or laws.
13. ~~At Tenant's option~~ Tenant shall, upon expiration of the term or at cancellation or termination of the lease, all Tenant's improvements, remove its goods and effects will be removed, and ~~peacefully yield up~~ the demised Premises shall be peacefully yielded to Landlord in a clean condition. All improvements, goods and effects not so removed will become the property of the Landlord. Additionally, Tenant shall at all times maintain the leased Premises in a safe, clean-of-debris manner and shall maintain a good standard of housekeeping.

Any clean-up performed by Landlord upon the demised premises, required by Landlord, shall be Tenant's expense and should Tenant not perform such clean-up, Landlord may perform such work and Tenant shall pay all such charges.

14. Tenant shall not assign this Lease Agreement or sublet any portion of the premises.
15. If Tenant shall fail to observe or perform any of its obligations under this lease and shall fail to cure its default within ten (10) days after notice from Landlord to do so, or if Tenant shall be adjudicated bankrupt or become insolvent or shall make an assignment for the benefit of creditors, then in any of said cases, Landlord lawfully may enter into and upon the demised premises or any part thereof and repossess the same and expel the Tenant and persons claiming under and through it, and remove any effects, forcibly if necessary, without being guilty of trespass or entry as aforesaid, this lease shall terminate and wholly expire, and Tenant covenants that in case of such termination it will indemnify Landlord against all loss of rent which Landlord may incur by reason of such termination during the residue of the specified term.
16. Any holding over by Tenant beyond the expiration of the specified term must be approved by Landlord to Tenant in writing in advance of expiration date of this agreement and shall give rise to a tenancy from day-to-day.
17. All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to Landlord or to Tenant, and the date of any notice by certified mail or the date of personal delivery, shall be deemed to be the date of certification thereof. In the event of any notice given by certified mail, the addresses of Landlord and Tenant first above written shall be the effective address unless changed by written certified mail by either party to the other.
18. **INSURANCE:** Tenant assumes responsibility for and liability in and for any and all damage or injury of any kind or nature whatever to all persons and to all property growing out of or resulting from this Lease. The Tenant shall provide and maintain Workmen's Compensation Insurance and Public Liability Insurance and any other insurance or protection required for Tenant's operations that are a part of this Lease including at a minimum:

Comprehensive General Liability Insurance for all liabilities of not less than \$1,000,000 for bodily injury per occurrence and \$1,000,000 for property damage per occurrence.

Cassatt Management LLC, d/b/a Bay Coast Railroad, Canonie Atlantic Co., and the Accomack-Northampton Transportation District Commission shall be named additionally insured with a waiver of subrogation and evidence of above coverage, a copy of which shall be provided without cost or charge to Landlord before Tenant starts work. Thirty days' written notice must be provided Landlord before cancellation of above coverages.

19. **INDEMNITY:** Tenant further agrees: (1) to indemnify Cassatt Management LLC, d/b/a Bay Coast Railroad, Canonie Atlantic Co., and Accomack-Northampton Transportation District Commission against and save it harmless from any and all claims, suits, liability, expense, or damage, for any alleged or actual infringement or violation of any patent arising in connection with this Lease and anything done hereunder; (2) to indemnify Cassatt Management LLC, d/b/a Bay Coast Railroad, and Canonie Atlantic Co., and Accomack-Northampton Transportation District Commission against and save it harmless from any and all claims, suits, liability on account of any act or omission of the Tenant, or any of its officers, agents, or employees; (3) to pay for all materials furnished and labor performed under this Lease and to guarantee Cassatt Management LLC, d/b/a Bay Coast Railroad, Canonie Atlantic Co., and Accomack-Northampton Transportation District Commission and the premises be saved harmless from any and all claims, suits, or liens therefore by others than the Tenant.
20. If the Tenant shall default in the performance of any covenant or condition in this Lease required to be performed by Tenant, Landlord, may after thirty (30) days' notice to Tenant, without notice, if in Landlord's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant. If Landlord shall incur any expense including reasonable attorney's fees in instituting, prosecuting, or defending any action or proceedings instituted by reason of any default of the Tenant, Tenant shall reimburse the Landlord for the amount of such expense. Should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord any sum of money in addition to the specific rent, including utility payments or charges, the amount thereof shall be deemed additional rent and may, at the option of the Landlord be added to any subsequent installment of the specific rent due and payable under this Lease.
21. Real estate taxes on the property being leased are the responsibility of Landlord. Taxes attributable to property of Tenant including but not limited to furniture, fixtures, offices, equipment, machinery and tools, shall be payable by and the responsibility of Tenant.
22. This Lease Agreement is governed by the laws of the Commonwealth of Virginia and the laws of the United States of America.

23. Canonie Atlantic Co. is the fee simple owner of the Demised Premises. The Demised Premises are part of certain property under Lease by Owner to Landlord pursuant to Railroad Lease and Operating Agreement dated December 6, 2005 (the "Cassatt – CAC" Lease). In the event that the rights of Landlord under the Cassatt – CAC Lease are terminated for any reason then the rights and obligations of Landlord under this Lease, including the right to receive rent for the Demised Premises, shall automatically transfer to Owner without necessity of any action on the part of the parties hereto.
24. The terms and conditions of this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

AS TO LANDLORD:
CASSATT MANAGEMENT, LLC
d/b/a BAY COAST RAILROAD

BY _____

ITS _____

DATE _____

AS TO TENANT:
MUNICIPAL CORPORATION OF CAPE CHARLES

BY _____

ITS _____

DATE _____

PROPERTY LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this ____ day of _____, between CASSATT MANAGEMENT LLC, d/b/a BAY COAST RAILROAD, a Virginia Limited Liability Company, whose address is P. O. Box 312, Cape Charles, Virginia 23310 (“Landlord”) and the **MUNICIPAL CORPORATION OF CAPE CHARLES**, whose address is 2 Plum Street, Cape Charles, VA 23310 (“Tenant”).

WITNESSETH:

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby lets and Tenant hereby hires Premises with appurtenances thereunto belonging and located in **Cape Charles, VA**, described as follows:

1. Description of Premises: **An area approximately 50 ft. by 815 ft. of Tax Parcel 83A3-A-9, plus an area approximately 24 ft. by 200 ft. of Tax Parcel 83A3-A-9 for ingress and egress, plus an area approximately 24 ft. by 200 ft. of the existing ingress and egress easement over Tax Parcel 83A3-A-5, all as shown on the attached plan.**
2. TERM: The term of the lease is to be for a period of **twenty (20) years** commencing on **January 1, 2015**, with automatic twenty-year renewals unless 30 days written notification of cancellation of the lease is given by either party.
3. PURPOSE: The Demised Premises shall be used for parking purposes of the MUNICIPAL CORPORATION OF CAPE CHARLES.
4. Tenant shall permit Landlord or its authorized agents to enter the demised premises for the purpose of inspecting the same at any reasonable time or times during the term or any continued term of this lease.
5. RENT: **The Annual Rent for this property will be \$1,300.00 (one thousand three hundred dollars), payable annually on or before the anniversary of the Effective Date of this Agreement.** Beginning the second year of this agreement, the annual rent shall be adjusted by the same percentage that the Consumer Price Index changes from the prior year.
6. Tenant hereby waives and relinquishes unto and in favor of Landlord the operation of all laws which do now or hereafter may exempt any property on the demised premises or any property in any way belonging to Tenant, whether on the demised premises or elsewhere, from levy and sale upon distress for rent or upon execution of any judgment obtained in any action

brought for nonpayment of any rent or additional rents hereunder or for breach of any other provision hereof. The parties hereto shall and do hereby waive trial by jury in any action, proceeding or counter-claim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this lease or tenant's use of and occupancy of the demised premises or arising out of or in any way connected with any claim or injury or damage arising out of or in connection with this lease or such use or occupancy. Tenant hereby expressly waives any and all rights or redemption granted by or under any present or future laws in the event of Landlord obtaining possession of the demised premises by reason of violation of Tenant of any of the covenants and conditions of this lease or otherwise.

7. Landlord warrants that it has the right to lease the described property.
8. The Tenant hereby certifies that it has examined the premises and has satisfied itself that this is a suitable area for Tenant's purposes. Tenant shall at its sole expense make all repairs necessary to provide a safe area for its employees, visitors, and other personnel using the area.
9. Tenant will make and install any and all necessary improvements at their own expense and for their own account.
10. Tenant hereby agrees to comply with all local, State and Federal laws and regulations involving the use of the premises.
11. Any improvements to the property or building, and any buildings or other structures erected thereon must be done in a good and workmanlike manner and comply with all required building codes, and all applicable State and Federal regulations, and Tenant shall obtain and pay for any/all applicable permits.
12. Tenant further agrees not to conduct any activities or business or to store any material, machinery, or equipment in violation of any local, State or Federal regulations or laws.
13. At Tenant's option, upon expiration of the term or at cancellation or termination of the lease, all Tenant's improvements, goods and effects will be removed, and the demised Premises shall be peacefully yielded to Landlord in a clean condition. All improvements, goods and effects not so removed will become the property of the Landlord. Additionally, Tenant shall at all times maintain the leased Premises in a safe, clean-of-debris manner and shall maintain a good standard of housekeeping. Any clean-up performed by Landlord upon the demised premises, required by Landlord, shall be Tenant's expense and should Tenant not perform such clean-up, Landlord may perform such work and Tenant shall pay all such charges.

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16. Any holding over by Tenant beyond the expiration of the specified term must be approved by Landlord to Tenant in writing in advance of expiration date of this agreement and shall give rise to a tenancy from day-to-day.
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20. If the Tenant shall default in the performance of any covenant or condition in this Lease required to be performed by Tenant, Landlord, may after thirty (30) days' notice to Tenant, without notice, if in Landlord's opinion an emergency exists, perform such covenant or condition for the account and at the expense of Tenant. If Landlord shall incur any expense including reasonable attorney's fees in instituting, prosecuting, or defending any action or proceedings instituted by reason of any default of the Tenant, Tenant shall reimburse the Landlord for the amount of such expense. Should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord any sum of money in addition to the specific rent, including utility payments or charges, the amount thereof shall be deemed additional rent and may, at the option of the Landlord be added to any subsequent installment of the specific rent due and payable under this Lease.
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receive rent for the Demised Premises, shall automatically transfer to Owner without necessity of any action on the part of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

AS TO LANDLORD:
CASSATT MANAGEMENT, LLC
d/b/a BAY COAST RAILROAD

BY _____

ITS _____

DATE _____

AS TO TENANT:
MUNICIPAL CORPORATION OF CAPE CHARLES

BY _____

ITS _____

DATE _____

 TOWN OF CAPE CHARLES	AGENDA TITLE: Phone System Contract Award		AGENDA DATE: December 18, 2014
	SUBJECT/PROPOSAL/REQUEST: Award contract for new phone system		ITEM NUMBER: 8A
	ATTACHMENTS: None		FOR COUNCIL: Action (X) Information ()
	STAFF CONTACT (s): Libby Hume	REVIEWED BY: Bob Panek, Interim Town Manager	

BACKGROUND:

The Town’s current phone system is approximately 20 years old. The system has been discontinued and can no longer be supported.

The current land lines through Verizon coming into the building are old, degraded and offer poor quality, especially on a rainy day. Callers dialing the main number to the Town Hall, 331-3259, often times cannot be heard over the loud buzzing.

Many businesses throughout the country are moving to voice over internet phone systems (VOIP) to reduce costs.

DISCUSSION:

Funding in the amount of \$11,213 was included in the FY 2014-2015 budget for a new phone system. By using VOIP, the Town will terminate all land lines to all Town offices at an additional cost savings of approximately \$1,000 per month. The seven Wastewater Pump Stations will maintain land lines until they can be upgraded and new monitoring technology can be installed. At that time, those land lines will also be terminated.

The Town’s goal is to put all locations on the same system with the ability to transfer calls from one location to another. Staff would also have the ability to forward their calls to a cell phone or other phone if they will be out of the office.

Quotes have been obtained from three vendors and are summarized below. The monthly service charges quoted do not include any required federal fees and surcharges.

Chesapeake Bay Communications (formerly Bay Creek Communications):

Equipment Costs:\$9,754.39
Annual Support Costs:\$1,448.00
Installation & One Time Charges/Training:\$1,889.99
Monthly Services:.....\$15,840.00 (3-yr contract @ \$440/month)
Total over 3 years\$28,632.38

Eastern Shore Communications:

Equipment Costs:\$2,621.78
Installation & One Time Charges:\$984.00
Monthly Services:.....\$17,913.60 (5-yr contract @ 497.60/month but
Total over 3 years\$21,519.38 used calculations for 36 months for
comparison purposes)

Votacall (Boston, MA):

Equipment Costs (includes installation)	\$11,453.84	
Monthly Services:.....	<u>\$25,089.84</u>	(3-yr contract @ \$686.94/month)
Total over 3 years	\$36,543.68	

RECOMMENDATION:

Staff requests a review of the quotes, discussion and authorization for the Town Manager to execute a contract with Eastern Shore Communications, the lowest bidder, for new telephone equipment and service.