

VIRGINIA: At an Adjourned Meeting of the Board of Supervisors for the County of Accomack held in the Board of Supervisors Chambers in Accomac, Virginia on the 26<sup>th</sup> Day of February, A.D., 2014.

Members Present: Wanda J. Thornton  
Ron S. Wolff  
Grayson Chesser  
John Charles "Jack" Gray, Chair  
Kay W. Lewis  
Laura Belle Gordy  
Robert D. Crockett  
C. Reneta Major, Vice-Chair  
Donald L. Hart, Jr.

Others Present: Steven B. Miner, County Administrator  
Mark B. Taylor, County Attorney  
Michael Mason, Finance Director  
Shelia Goodman, Administrative Assistant

### **Call to Order**

The meeting was called to order by the Chair and opened with a prayer by Ms. Lewis, after which the Pledge of Allegiance to the Flag was recited.

### **Post-Employment Benefits**

Finance Director, Mike Mason informed the Board that at the last budget work session Mr. Crockett requested staff analyze the post-employment benefits provided to State employees and determine a cost of providing County employees with the same benefit. He explained a table comparing the State's benefit plan to the County's current benefit and the one proposed by the committee. Mr. Mason explained the comparison of County current recommended and State Retiree Health Care Benefits.

Mr. Crockett added Plan D entitled Constitutional Office and Department of Social Services employees and stated instead of receiving a \$4 flat per year, they receive \$1.50 per year of service which would equal a maximum of \$45 per month and the annual actuarially required contribution would be \$14,000 per year. A lengthy discussion ensued.

### **Update on General Assembly Actions Impacting the Proposed Budget** **General Discussion on Budget**

Mr. Mason told the Board most of the changes that happen with the House and Senate Introduced Budget had to do with salaries. He went through the chronology of events so everyone would understand how the County Administrator's proposed budget was done.

## **Budget Deliberations**

### **FY2015 Summary of New Budget Requests Department/Agency**

#### **County Administrator – Reestablish Human Resources Department/Fill 4<sup>th</sup> Quarter**

The Board asked questions to Mr. Miner concerning combining Procurement and Human Resources shared services. Mr. Crockett stated his concern for the Human Resources position was he was not comfortable of funding a position with only 25% of the funding for the fiscal year. He explained the position would be filled the 4<sup>th</sup> quarter of this fiscal year and the Board would have to come up with \$77,000 extra the following year. A lengthy discussion ensued.

#### **County and School Joint Class, Compensation and Shared Services Study-**

A discussion ensued concerning the study. Mr. Crockett stated he had a concern on the compensation side of the study. He stated that after the study was done and it indicated an increase for the employees, questioned where the money would be coming from. A lengthy discussion ensued.

The Chair polled the board and received unanimous consensus to delay the study until the FY2015-FY2016 budget cycle.

Mr. Wolff commented on the subject relative to the shared services study and said it was a possibility it could be done in-house. Mr. Miner offered comments concerning funds being made available to have a firm come in and help the County with a model showing how and what doing it and what was working in other jurisdictions.

Discussion continued and it was the consensus of the Board to put \$3500 back in the line item to help with the expenses.

#### **Finance Director –**

It was the consensus of the Board to put \$45,660 back in the budget for the time and attendance application.

#### **Other External Boards, Commissions and Councils**

ESAAA/CAA - The Board put \$5000 in the budget for an increase in home delivered meals.

## **Recess**

By consensus, the Board recessed for 10 minutes.

## **Call to Order**

The Chair called the meeting back to order.

**Emergency Ordinance Relating to Costs of Meth Lab Cleanup**

Mr. Wolff made a motion to adopt the following Emergency Ordinance relating to costs of meth lab cleanup. Mrs. Lewis seconded the motion. The motion was unanimously approved.

**ACCOMACK COUNTY, VIRGINIA, ORDINANCE AMENDMENT TO  
CHAPTER 32, DRUG BLIGHT, ARTICLE I,  
SEC. 32-9, EXPENSES INCURRED FROM METHAMPHETAMINE  
LAB CLEANUP COSTS**

WHEREAS, an alleged methamphetamine lab has recently been raided in Accomack County; and

WHEREAS, the Accomack County Board of Supervisors find that, where possible, the cost of cleanup of methamphetamine production sites should be borne by those found guilty of manufacturing the drug; and

WHEREAS, The Accomack County Board of Supervisors is empowered by Virginia Code §15.2-1716.2 to recover costs in connection with methamphetamine lab cleanup costs; and

WHEREAS, The Accomack County Board of Supervisors desires to enact an ordinance that will provide that any person who is convicted of an offense for manufacture of methamphetamine pursuant to Virginia Code §18.2-248 or Virginia Code §18.2-248.03 shall be liable at the time of sentencing, or in a separate civil action, to the County for the expense incurred in cleaning up any methamphetamine lab related to the conviction; and

WHEREAS, the amount charged shall not exceed the actual expenses associated with cleanup, removal, or repair of the affected property or the replacement cost of personal protective equipment used; and

WHEREAS, The Board of Supervisors finds that an emergency exists warranting the immediate enactment of this Ordinance.

NOW, THEREFORE, BE IT ENACTED by the Board of Supervisors of Accomack County, Virginia, that Accomack County Code, Chapter 32, Drug Blight, Article I, Sec. 32-9, is hereby further amended, as follows:

**Sec. 32-9. Reimbursement for expenses incurred from methamphetamine lab cleanup.**

**Any person convicted of an offense for the manufacture of methamphetamine under Virginia Code § 18.2-248 or 18.2-248.03 shall, at the time of sentencing or in a separate civil action, be liable to the county for restitution of expenses incurred in the cleanup of any methamphetamine lab related to the conviction. The amount charged shall not exceed the actual expenses incurred associated with cleanup, removal or repair of the affected property, or the replacement cost of personal protective equipment used.**

Reserved: 32-10-100.

This Ordinance is effective upon adoption.

**2014 Agreement for Water Service**

Mrs. Thornton made a motion to authorize execution of the following Agreement between the Town of Onancock and Accomack County for water services. Mr. Wolff seconded the motion. The motion was unanimously approved.

**2014 AGREEMENT FOR WATER SERVICE**

**THIS AGREEMENT FOR WATER SERVICE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF ONANCOCK, VIRGINIA, a municipal corporation (hereinafter referred to as the “Town”), party of the first part, and ACCOMACK COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”), party of the second part.

W I T N E S S E T H:

**WHEREAS**, Riverside Shore Memorial Hospital (hereinafter referred to as the “Hospital”) has acquired property on Market Street between Route 13 and the Town, identified as Accomack County Tax Map Nos. 93-A-94, 93-A-95, 93-A-96, and 93-A-96A (hereinafter referred to as the “Hospital Property”), and secured approvals necessary for construction of a new hospital on such property; and

**WHEREAS**, the Hospital is in need of potable water at the Hospital Property in order to proceed with development of their planned facilities; and

**WHEREAS**, the County and the Town desire to cooperate for the delivery of potable water to the Hospital Property to facilitate the development of the Hospital.

**NOW, THEREFORE**, in consideration of their mutual benefit and benefits to the community anticipated to come from the development of the Hospital, the parties do hereby agree as follows:

**ARTICLE I**

**TOWN COMMITMENTS**

1. The Town will permit connection at a designated point within the Town (the “Town Supply Point”) of a water supply line to be constructed and installed by the Hospital at the Hospital’s sole expense between the Town Supply Point and the Hospital Property. In consideration of the Hospital’s investment and effort to install such line, subject only to any provisions contained herein, the Hospital shall have the right to connect to such water supply line any additional facilities owned by the Hospital on the Hospital Property, without Town or County fees or connection charges as long as such facilities are direct customers of the Town of Onancock.

2. Upon completion, the water supply line to the Hospital Property, together with the easement(s) in which such line lies, will be deeded to the County.

3. The Town will also provide water supply to the County via the Hospital supply line, for the County's resale to future water customers of the County.

4. Except as otherwise provided herein, the Town will provide the Hospital Property with the requested water supply at no additional fee or connection charge by the Town or County.

5. Except as otherwise provided for herein, the Town, as provider of the water utility, will set the rate for water supplied to the Hospital and other facilities served with water on the Hospital Property.

6. The Hospital and other Hospital Property facilities will be direct water customers of the Town. The Town will directly bill the Hospital and other Hospital Property facilities for water it provides and receive direct payment from them for the same.

7. The Town shall have no right to sell water directly to any customer located in the County other than the Hospital and other facilities located on the Hospital Property, as provided hereinabove.

## **ARTICLE II**

### **COUNTY COMMITMENTS**

1. The County agrees to accept and maintain the Hospital Property water supply line and easement from the Town Supply Point to the Hospital Property deeded to the County as provided herein, without charge to the Hospital or the Town.

2. The County agrees that the Hospital and the Hospital Property facilities shall be and remain exclusive water customers of the Town for a period of forty (40) years from the date of this Agreement.

## **ARTICLE III**

### **General Matters**

1. This Agreement for Water Service shall have no effect on prior existing utility contracts between the County and the Town. The Town and the County will continue to negotiate in good faith towards a revised or replacement utility agreement to address other utilities, areas and users within the County service areas.

2. This Agreement for Water Service and the Town's sale of water pursuant hereto shall not be invoked as support or justification for an involuntary boundary adjustment (annexation) by the Town.

IN WITNESS WHEREOF, each of the parties hereto acting under authority of their respective governing bodies has caused this 2014 Agreement for Water Service to be executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

**FY2014 – 2015 Public Hearing Budget**

Mr. Crockett made a motion to send balanced budget to Public Hearing. Ms. Major seconded the motion. Ayes: Mrs. Thornton, Mr. Wolff, Mr. Chesser, Mr. Gray, Mrs. Lewis, Mr. Crockett, Mr. Hart, Ms. Major. Nays: Mrs. Gordy.

**Advertisement of FY2014 - 2015 Budget**

Mr. Hart made a motion to advertise in the newspaper the balanced FY2014 – 2015 Budget for Public Hearing on March 31, 2014 at 7:00p.m. at Metompkin Elementary School if it was available. Ms. Major seconded the motion. The motion was unanimously approved.

**Adjournment**

Mr. Crockett made a motion to adjourn the meeting. Ms. Lewis seconded the motion. The motion was unanimously approved. The meeting adjourned at 8:10p.m.

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John Charles “Jack” Gray, Chair

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Date