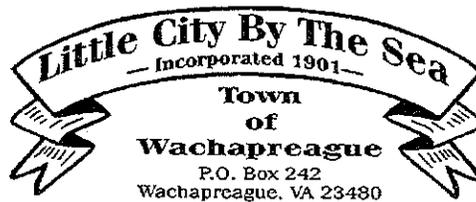




Marina
757-787-1930



Town Office
757-787-7117

Charles Elliott, Mayor

Town Council

Sandie Puchalski, Vice Mayor
Robert Hipple
Aileen Joeckel
Robert Bilicki
Glenn Schagelin
Craig L. Baker

Town Clerk Susan Springer

TOWN COUNCIL MEETING AGENDA

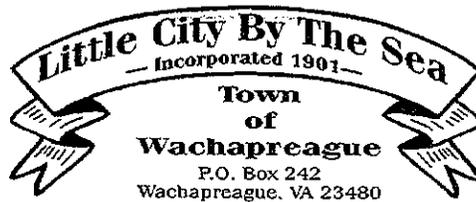
August 14, 2025

7:00 PM AT VIMS SEASIDE HALL

- I. Call to Order**
- II. Prayer**
- III. Pledge of Allegiance**
- IV. Public Comment**
- V. Approval of Minutes**
Town Council Meeting – July 10, 2025
Town Council Work Session – July 31, 2025
- VI. Review of Financial Report**
Approve Financials – Town of Wachapreague-June 2025 incomplete, July 2025
Approve Financials – Port of Wachapreague-June 2025 incomplete, July 2025
- VII. Unfinished Business**
 - A. Maintenance**
 - B. Powell Park**
 - C. Seaside Park**
 - D. HRSD**
Update/Discussion of Sewer Phase II
 - E. Derelict Properties**
 - F. Marina**
 - G. Bradford Bay/Finney Creek Channel Dredging**
 - H. Tourism**
 - I. Floodplain Administrator/CRS Coordinator/RAFT**
 - J. Town Beautification**
 - K. Safety/Security**
 - L. Historic District**
 - M. Streets and Drainage**
Update of drainage ditch project
Discussion of newly formed drainage issue at the Marina
 - N. Planning Commission**
- VIII. New Business**
- IX. Ajournement**



Marina
757-787-1930



Town Office
757-787-7117

Charles Elliott, Mayor

Town Council Present:

Sandie Puchalski, Vice Mayor
Robert Hipple
Glenn Schagelin
Craig L. Baker
Aileen Joeckel
Bob Bilicki

Clerk: Susan Springer

**TOWN COUNCIL MEETING
July 10, 2025
VIMS SEASIDE HALL**

Town Council Meeting

Meeting began at 7:00 pm

I. Mayor Charles Elliott called the meeting to order.

II. Councilman Glenn Schagelin led the prayer.

III. Charles Elliott led the Pledge of Allegiance.

IV. Public Comment

Mayor Elliott opened the floor for public comment, requesting everyone state their name for the record and keep their comment to a three minute limit.

New resident Deborah McCormick expressed concern about the visibility of street signs, and the lack of pavement where her driveway meets the street, noting excessive water ponding. Councilman Robert Hipple offered to look into both and contact VDOT if necessary.

Resident Steve Joseph spoke, giving thanks to former Mayor Janci and Councilman Bob Bilicki for the success in bringing sewer to the Town and completing Phase I. He summarized Phase II so far, noting the Council approved Award of Bid to Grizzly in February, under the caveat that bond concerns would be satisfactorily addressed. He noted a contract had not yet been given and explained at an Owner's meeting the owners also voted unanimously to award to Grizzly, further noting the Mayor was in attendance at that meeting and did not speak. Mr. Joseph reviewed the events of July 13th, when the Mayor emailed a notice to Grizzly that the Award of Bid was rescinded. He noted this was done without notice to Project Manager and Councilman Bob Bilicki and while Councilman Bilicki was out of town. **End of 3 minutes.** Email correspondence between property owners supporting this is attached at the end of these minutes.

Resident Bob Means spoke and expressed concern that the decision to pull the award was done behind closed doors rather than at a public meeting, he further questioned if the Mayor had the authority to pull the award without a public meeting and questioned where the Attorney was who recommended this action. He questioned how the whole project could be killed in this manner.

He also expressed concern for the rumor that someone in Exmore was not pleased with the job Grizzly did there. He stated the Mayor should have that person present to identify themselves, where they live and their reasons for circulating this. **End of 3 minutes.**

Resident Linda Jones stated she attended the meeting to listen and expressed her hope that everyone who wanted sewer was able to get it. She also stated 3 years ago when talk of sewer first started the residential home in the commercial district where told it would be cost free. She expressed concern over the changing number of properties included in Phase 2, noting it went from 22-23 down to 17. She further expressed concern that the Accomack County Health Dept. be involved all aspects of Phase 2. Councilman Bob Bilicki reported that he has been in contact with the County Health Dept and was able to receive the Health Dept. site plan of record for each property in Phase 2, which he share with the Contractor of record. **End of 3 minutes.** Copy of the Jones' concerns attached to the end of these meeting minutes.

Ed Roach chose to have Mayor Elliot read his statement. In his letter Ed Roach stated he did not want to assign blame to anyone, however he recalled at the very beginning of Phase 1 he was approached by the previous administration on his interest in sewer, at which time he was told it would be at no cost. **End of 3 minutes.**

Business owner Chris Wardius reported that the cleaning was completed on the Wachapreague sign at the NE corner of Route 13 and 180 as well as the new panel on the bottom for the Wachapreague Inn, adding that next up was the new lighting. Mr. Wardius was applauded and thanked for his work.

Resident Darlene Carrico spoke that shortly after buying her house 8 years ago she was approached about sewer hook up and told it would be free, to which she responded she was interested if it was in fact free. She also questioned how 6 commercial residents could have been skipped over in Phase 1 and stated her belief that those in the commercial district should be taken care of first.

Resident Alena Elliot spoke on Phase I when all commercial and working waterfront properties were promised sewer at no cost and how now, without a council vote, money is being re-allocated from the commercial and waterfront properties left out in Phase I to cover noncommercial residents in Phase 2. She further stated in review the individual estimates from the Contractor of record she noticed gaps and questioned why an owner's meeting was scheduled during daytime owners when those who work could not attend. She expressed further concern over the design for the Carrico and Jones properties which show the sewer line being installed to close to the well requiring an engineered redesign to include extensions, she also expressed concern over property owners not being able to contact the Contractor of record to discuss concerns directly with them, and felt they were told to just sign the contract and return it with full payment. She further expressed concern that most contracts are returned with half payment, with payment completed at the end of the project and also expressed concern over the \$2.5% interest fee if not paid in full within 30 of completion, and the lack of clarity on pricing. **End of 3 minutes.** Town Clerk Springer has requested a copy of her notes for attachment to these meeting minutes.

V. Approval of Minutes

Town Council Meeting – June 12, 2025

Councilman Bob Bilicki motioned to approve, Vice Mayor Puchalski 2nd, all voted in favor.

VI. Review of Financial Report

Town of Wachapreague Financials – June 2025 incomplete (due to fiscal year end)

Vice Mayor Puchalski motioned to move the vote to next Council meeting, Councilman Schagelin 2nd, all voted in favor

Port of Wachapreague – June 2025 incomplete (due to fiscal year year)

Councilman Joeckel motioned to move the vote to the next Council meeting, Councilman Bilicki 2nd, all voted in favor.

VII. Unfinished Business

Councilman Bob Bilicki noted the amount of residents present to participate in the discussion of HRSD Sewer Phase 2 and suggested a motion to amend the Agenda to place HRSD Sewer Phase 2 before Maintenance.

Councilman Bilicki motioned to place HRSD Sewer Phase 2 before Maintenance.

Vice Mayor Puchalski 2nd the motion.

All in favor.

D. HRSD – Mayor Elliott opened with asking, for the record, if Councilman Bilicki and resident Steven Joseph were related, and how. Councilman Bilicki stated their wives are sisters. Mayor Elliott further asked Steven Joseph, for the record, if 6 Brookly and Lee were on the same septic system, to which the reply was yes. Mayor Elliott proceeded to an overview presentation he prepared explaining through a series of back and forth emails, Phase I, Phase II, including covering the difference between the remaining commercial which were left out of phase I, and the residential, and proceeded to review the bid process and award process for Phase II, covering concerns ranging from the RFP, to pricing, permitting, licensing and bonding issues with both bidders as well as an overview of a few select properties. Steve Joseph stated Underground Utilities, the unsuccessful bidder did not complete it's Chincoteague Sewer Project. Mayor Elliot replied with explaining his phone call to the Mayor of Chincoteague, who confirmed they did complete the project. Discussion on exactly what the Council approved in the February Meeting Minutes, which was Award of Bid, contingent on meeting insurance, bonding and permitting requirement, was discussed. When Councilman Hipple tried to speak, it was noted he was not on the Council in February, his rebuttal was that his concern was the changes being made to the project between Council Meetings with the Council not being informed therefore were unaware of. No further discussion on that topic. Mayor Elliott reviewed his conversations with Town Attorney Carl Bundick and coverage of the reasons for halting the project and pulling the award of Grizzly. Councilman Bilicki offered rebuttal, citing Mayor Elliott's lack of knowledge and experience of project management as a contributing factor to his cherry picking of information to present at the current meeting, and to present to Town Attorney Carl Bundick. Councilman Bilicki questioned the validity of the Town Attorney's understand of the project due to the Mayor's lack of experience. Councilman Schagelin spoke and suggested the Council move the project forward rather than continuing to discuss the past. Councilman Bilicki made a motion to restrict the Mayor's action while the Council progress with ironing out issues with the low bid Contractor awarded the bid in February 2025, Grizzly Underground Utilities. No second motion was made and the motion died on the floor. Former Resident Randy Powell suggested audio recordings of meetings be made public. Town Clerk Springer responded that the request was being planned for implementation in the new web page design currently being in progress, in tandem with the Town purchasing a reliable recording device to use in place of the Clerk's personal cell phone.

Vice Mayor Sandie Puchalski motioned to continue topic discussion at a Town Work Session.

Councilman Glenn Schagelin 2nd the Motion.

All in favor.

Mayor Elliott agreed to provide a digital copy of presentation for addition to the Meeting Minutes.

A. Maintenance – Councilman Schagelin reported all equipment was working well and there was nothing to report.

B. Powell Park – Vice Mayor Puchalski the Tennis Court repair is two thirds complete and will be finish in another month.

C. Seaside Park – Councilman Baker reported that now that the Carnival season is over he will be meeting with Sean Fate and sever other Fire Dept. members to review the extending of the parking lot across from the Fire Dept.

E. Derelict Properties – Question was asked about 7 South St and if they had been fined, Mayor Elliott responded they would receive 3 letters before being fined. Town Clerk Springer reminded the Mayor the 1st letter sent was returned by the Post Office undeliverable. That address was taken from Tax records. Town Clerk Springer suggested perhaps the post the notice on the property.

F. Marina – Vice Mayor Puchalski reported the Marina is doing well, a few minor electrical issues that US Electric will be coming on site to repair. She reported on one boat slip that only placed a \$50 deposit and did not submit insurance information.

G. Tourism – Councilman Joekel reported on the Artisan show planned this Saturday for the Presbyterian Church. She reported she is working on the Micro business grant and should have it submitted late July. She explained a tourism grant was in the works for events although the parameters are not available yet but remains hopeful perhaps it could be used for a Christmas event. On the Christmas event Councilman Joekel suggested some extra garland for the Town lights, Fire Chief Sean Fate offered the building at the end of Custis St to disassemble the lights and add new garland, and suggested upgrading the wreaths as well. Seat pointed out that the Town owned the decorations, the Fire Dept. just stored them in their building during off season.

H. Floodplain Administration/CRS Coordinator/RAFT – Councilman Bilicki reported on the award of a \$50,000 grant from Gov. Younkin from the CFPF fund, for a Flood Resiliency Plan, noting that due to the size of the Town, may be exempt from VA Public Procurement requirements. Once complete it would be presented to the Town Council prior to seeking public funding for implementation. Councilman Bilicki reported on the award of a \$10,000 grant from the VA Energy Resilience fund, for communications in the event of a 12 hour or more loss of a electricity, something he is working with Fire Dept. Chief Sean Fate on. Lastly he distributed and key points regarding the Mayor's actions without Town Council authorization and requested it be incorporated into Minutes.

I. Town Beautification – Councilman Joekel had nothing new to report.

J. Safety/Security – Councilman Schagelin reported no new issues have arisen.

K. Historic District – A preliminary draft of the nomination form was completed by the DHR contractors and submitted to the DHR for review and revision. We originally planned for an August Public Hearing and submission to the State Board for a vote at the September 2025 meeting. Since then I have received notice that there is not sufficient time to do the aforementioned and submit in September. The primary revisions related to bolstering the justification for the district's period of significance and building out of Section 8, the nominations Narrative of State of Significance, to address the chosen Criteria and Areas of Significance. These additions will be important in ensuring the nomination is likely to be approved by DHR's Board (and eventually, our National Park Service reviewer), and suggested a new target of November for a public hearing and submission to State Board for a vote at the December 2025 meeting. My response was to take whatever time is needed to provide the best possibility for an affirming vote.

L. Streets and Drainage – Councilman Hipple reported VDOT has repaired 3 areas in the last 4 weeks. He reported the 5 or so lots with drainage issues at Church and Custis have been improved and now drain in 24 hours, where before it took 5 days. He noted there has not been much improvement in the area of Powellton and Paul and he and Randy Powell are of the opinion a CCTV is needed to observe the condition and possible obstruction of the culverts. VDOT has offered to use pressure hose to clear the culverts, however many are old terra cotta and may not be in shape to withstand the pressure, so Tving them first would show whether that was a possibility or not. The Bayview ditch is still in the works to be contracted out and funded by the County and gaining temporary access to the abutting properties is currently under way. Councilman Hipple was thanks for his time and dedication to this project. Council Hipple also reported he has contacted VDOT about painting the no parking zone at the corner of Main and Brooklyn (General Store) with yellow curb paint. He is waiting to hear back.

M. Planning and Zoning Commission – Planning Commission President Jim Bell reported on the Quarterly Meeting held July 1, 2025 and the Work Session held immediately after the regular meeting. He reported the updated comprehensive plan is in final stages of review, targeting Mid August for a public hearing, and submission to Town Council for approval at the September Town Council Meeting.

Technology Committee - Committee Chair Jim Bell reported on the recent progress made: acquired ownership of Squarespace accounts from Full Circle Designs at no cost to the Town. Contracted with Municipal Impact, LLC for a Web Development and Hosting account for Wachapreague.org. A work plan was developed and now the new site is under development, requests have been made to local photographers requested photos asap, targeting September 1st for cut-over. Although not immediately being implemented there will be online payment for taxes, as well an alert system that can signed up for. Anyone interested in giving feedback, suggestions, etc please contact Jim Bell or Town Hall. Wachapreague info (tourist site) will remain with Squarespace at this time but will be redesigned and updated.

VIII. New Business – Mayor Elliot brought up the recently submitted petition requesting the Town Council to consider winterizing the public restrooms at the Town Marina for year use. Vice Mayor Puchalski stated she considers Town Hall a better location for year around public bathrooms, citing the lack of traffic at the Marina in the winter. In addition she believes most people who use the Marina in winter are happy with the port a pot that is available in winter. She cited Town Hall as close to the Seaside Park and available for events there. She also noted that as a seasonable bathroom the Marina restrooms are exempt from Health Dept. requirement for testing water. Town Clerk Springer expressed concern that Town Hall water would also would likely not pass a Health Dept. test. Comment was made there was a second page at the Post Office, that never made it to Town Hall. Comment was also made that the Saxis Island restroom facilities would be a good reference. Planning Commission Chair Jim Bell noted that Saxis closes their facilities down in the winter, citing low volume. Instead having two port a pots outside. No action taken.

Discussion was given to the dredging issue. Vice Mayor Puchalski noted that she asked local Captains and none had any complaints about the dredged area. Councilman Joeckel noted that VIMS professor Chris Hein contacted John Joeckel and stated that as well as they know the area, they were left grounded at that channel. Vice Mayor Puchalski noted that she believed the problem was with the markers and that could be fixed with pipe placement as it has in the past. Councilman Joeckel asked Mayor Elliott if he had circulated to the Council the letter John Joeckel had sent him. Mayor Elliott responded he had. Councilman Joeckel did not think it was circulated to the Council, and it was not in the Meeting packet. Town Clerk Springer stated Town Hall email never received a copy. Councilman Joeckel explained it contained an Army Corp letter stating it was not dredged properly. It was noted the Army Corp of Engineers should provide a certified drawing upon final completion and typically John Joeckel receives a copy as well, so that should be forthcoming.

IX. Adjournment

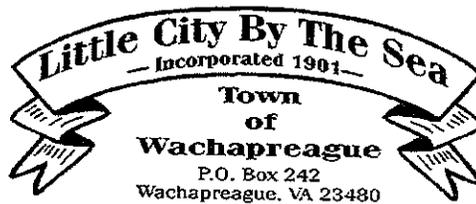
Councilman Glen Schagelin motioned to adjourn. Vice Mayor Puchalski 2nd the motion. All in favor.

Attachments:

1. Notes of concern from Alena Elliott
2. Notes of concerns from Linda and Grover Jones
3. Talking points and copies of emails from Steve Joseph
4. Ed Roach notes read by Mayor Elliott
5. Mayor's Action without Town Council Authorization from Councilman Bilicki
6. Copy of Petition for Town Council consideration of winterizing the Marina bathrooms
7. Correspondence from John Joeckel on the dredging of Bradford Bay & Finney Creek



Marina
757-787-1930



Town Office
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Charles Elliott, Mayor

The Honorable Carl Bundick, Town Attorney

Town Council Present:

Sandie Puchalski, Vice Mayor
Robert Hipple
Glenn Schagelin
Craig L. Baker
Aileen Joeckel
Bob Bilicki

Clerk: Susan Springer

**TOWN COUNCIL WORKSESSION
July 31, 2025 – 7:00 PM
VIMS SEASIDE HALL**

I. Mayor Charles Elliott called the meeting to order.

II. Councilman Glenn Schagelin led the prayer.

III. Charles Elliott led the Pledge of Allegiance.

IV. Discussion of Sewer Installation Phase II:

Mayor Elliott opened discussion by referring back to the July 10th Council Meeting reiterating his belief in fulfilling promises made to the residents of the Commercial District. He further stated that when former Mayor Fred Janci brought sewer into the Town the intent was for the Waterfront District and Commercial District to be hooked up for free and Mayor Elliott believes that should be done. He reviewed the Waterfront and Commercial Districts as outline in the original zoning plan dated 1948. Councilman Robert Hipple commented that through thorough review of Meeting Minutes from 2015 it is clear to see how the project changed as it evolved. Councilman Hipple conceded he was not on the Council during Phase I, but it seemed that everyone on the Council at this time was on a slightly different page and that is why the Work Session was scheduled. Town Clerk Springer asked if there was a designated Project Manager to steer the project forward. Councilman Bilicki replied not me. Mayor Elliott stated he had someone. When asked for clarification for the record he responded his Project Manager was the Head Project Manager at Wallops, Zenny Charcas, who building his new Business The Wachapreague General Store. When asked if Mr. Charcas had time to dedicate to moving the Sewer Project he responded yes. Mayor Elliott stated he did not know the expense Mr. Charcas would charge, if any. Councilman Joeckel asked what type of Project Manager Mr. Charcas was and Mayor Elliott replied that Mr. Charcas was in charge of all the Projects at Wallops. Councilman Bilicki inquired if Mayor Elliott has a resume for Mr. Charcas and he replied no. When asked if he had seen Mr. Charcas' resume Mayor Elliott replied. Councilman Bilicki encouraged a thorough vetting of anyone being considered.

Councilman Bilicki noted that in the timeline presented at the last meeting, it was not noted that Councilman Bilicki removed himself from Phase I to manage a project across the Bay. The project was then assumed by for Mayor Janci and former Councilman Joseph, a fact that was not present in Alena Elliott's presentation at the last Council Meeting. Councilman Bilicki further stated that the investigation conducted by Alena Elliott did not contain the changes in the scope of the work that took place in Phase I, going back to 2020 and 2021.

Whether former Mayor Janci conveyed that well enough in the meeting minutes is not clear, but the scope of work changed during that time period. Councilman Bilicki noted that State Delegate Robert Bloxom was brought in during this time, 2020-2021 when it became apparent the changes being required by VDOT, directional bore as opposed to open trenching, came in to play. The original request for money was made with the plans from Rob Duma, the Town's Engineering, and included open trenching. It was noted what a burden this requirement from VDOT became to the project. Councilman Bilicki noted it was during this time, when he was gone, that the decision was made to change the scope. He noted it was made by former Mayor Janci, likely without former Councilman Joseph. Councilman Bilicki noted that the data for meeting minutes is gathered and disseminated to the best of Clerk's ability and is not held to the letter of the law. Councilman Bilicki noted that the changes to the scope of work that had to be done were not done without any malicious intent or collusion as being suggested, but rather out of necessity. Councilman Bilicki noted his inability to talk with the Town Attorney on these matters, despite 3 calls in to his office. He noted he received no directive on the project except to move forward with the low bidder, Grizzly Underground, received with the full vote of the Council in the February 2025 Council Meeting. This was done under the condition Grizzly Underground could obtain bonding. Councilman Bilicki reminded Mayor Elliott they worked shoulder to shoulder for 10 weeks moving forward on this project and assuring all bonding requirements could be met. Councilman Bilicki noted the 11th hour in which Mayor Elliott decided that Grizzly was not the right the contractor and the unwise decision to compare Wachapreague Phase II with Chincoteague, which had a professionally written RFP, one most likely costing \$50,000 or more to write, while Wachapreague Phase II was a design build bid, a very specific term, and different bid type than Chincoteague. Councilman Bilicki stated you cannot produce an RFP after award of bid, and in place, Mayor Elliott and he compared both bids to be sure they lined up Apples to Apples. A clarification of assumptions and qualifications program commenced in which Mayor Elliott worked with Councilman Bilicki to achieve equality in the bids and it was noted this took 6 weeks of the 10 weeks he and Mayor Elliott worked together on this project. Councilman Bilicki again noted his 3 attempts to contact Town Attorney Carl Bundick for clarification on taking direction solely from the Mayor that contradicted with what the Council voted unanimously for in February 2025. Councilman Bilicki explained he was contacting the Town Attorney to protect Mayor Elliott as Councilman Bilicki has heard from several sources in Accomac and Exmore that Underground Utilities was trying to sabotage the project. Councilman Bilicki noted his desire to protect the Council and Town as his sworn oath backed by his over 37 years working in Project Management. Councilman Bilicki noted he as spoken to the Commonwealth Attorney Mr. Morgan about the accusations of collusion as apparent by how Mayor Elliott opened the July Council Meeting. Councilman Bilicki reiterated his reluctance to take direction solely from Mayor Elliott without the full vote and support of the Council. Councilman Bilicki noted that the pieces plucked from Phase I, combined with select pieces from Phase II, by Councilman Hipple and Mayor Elliott, presented a collage that did not have credibility. Councilman Bilicki again noted his reluctance to accept a directive solely from Mayor Elliott that contradicted the full Council vote in February, particularly after Mayor Elliott worked with him to identify that Grizzly Underground was capable of being bonded and doing the job. Councilman Bilicki concluded by noting that with Town Attorney Bundick present perhaps it can be ascertained what has happened and how the Council, and project, can go forward.

Mayor Elliott offered rebuttal, not he only went to Councilman Bilicki house 3 times. Councilman Bilicki interjected that they met many times at Town Hall, with Clerk Springer present. Mayor Elliott asked Town Attorney Carl Bundick to speak on both letters. Attorney Bundick opened by noting that his involvement in this Sewer Project has been very, very limited. He noted that when shown the 2 letters it appeared that at that second, the one appeared more capable of going forward, but he noted that again he had very limited information. He noted that when working with Town Council he generally makes it a practice to deal with one individual, so that he is not offering differing opinions to different individuals based on information they provide. He stated that based on what he was shown by Mayor Elliott at the time it appeared to him the contractor not chosen by Council was more prepared, at that time, to move forward. Councilman Bilicki noted this interpretation was, again, based on what was shown to Attorney Bundick. Councilman Bilicki noted once it was identified what the concern was it was addressed, and noted he and Mayor Elliott called the bonding agent, in Town Hall, and addressed the concern together over the phone with the bonding agency. State

bonding requirements were discussed with details given on capability, and capacity and how that plays into bidding and accepting jobs. Attorney Bundick noted he had also spoken with Attorney General Morgan's office and at this time no further communication from that office on this matter will occur. When asked Attorney Bundick clarified he served the Town Council but based on the varying data he has received he suggested, as one possibility, considering putting the project out to bid again with clarifications. It was asked and confirmed he correspondence with the Mayor has been verbal and noted that in the absence of a Town Manager the Mayor is the point of contact, unless the Council chooses to vote and appoint someone else as the spokesperson for the Town. Councilman Schagelin inquired if equal information from both bidders was provided to the Town Attorney, the Town Attorney responded he was only given the letters from each bidder, and he did not quantify the information in the letters, only reviewed them and it appeared to him the bidder not chosen may have been more to ready. Town Clerk Springer inquired if the project were rebid, who would write the RFP. Town Attorney Bundick responded that a Project Manager would be needed to handle this aspect and that some grants permit funds to be used for that purpose. It is unknown if SERCAP permits any of its grant funds to be used for that purpose. Town Attorney Bundick also noted that the gentleman from Nasa that the Mayor proposed may not be permitted to serve a Municipal Town in that capacity and if so would he be able to perform the work asked of him.

Councilman Joeckel noted we were now in Phase II, but Phase I is continued to be brought up, she inquired where the two collide. Mayor Elliott stated that in his opinion former Councilman Joseph never discussed allocation of funds in Phase II. Mayor Elliot believes the funds should go to fulfill the promise of free sewer to the Commercial District properties that are used as residences. Councilman Yoëckel asked for clarifications if all commercial business were hooked up in Phase I to which reply was yes. She confirmed it was the residences, including the Mayor's, who were cut out of the Phase I scope. Mayor Elliott conceded they were residences but noted Bob Means could open a business at his house as he has a building out back. Mayor Elliot spoke that he believed former Councilman Joseph applied for SERCAP funds, for Brooklyn Ave in Phase II, before Phase I was complete and in the Mayor's opinion those SERCAP funds should have been folded into Phase I to give free sewer hook up to those commercially zoned residences on Main St. It was questioned about leftover ARPA funds, which Mayor Elliott and Clerk Springer explained could only have been used to complete uncompleted aspects of the original scope of work outlined in the subrecipient agreement (which was exactly 17 laterals/grinder pumps). Councilman Joeckel stated that if Phase I is complete the Council should focus on Phase II. The Mayor asked if SERCAP money could be used to run more lines. The answer was no, the intent is to hook up residences to sewer, to take them off of private septic systems, not expand collection systems for future development.

Council Hipple spoke, addressing the concerns about liability on the Town. Town Attorney Bundick responded, commenting the litigious nature of society these days, saying you cannot predict it anymore. He stated he believed the Town was doing well by having these dialogues. He recommended Council to consider all aspects and be mindful of the use of funds, reminded Council that Federal funds will become increasingly hard to come by.

Councilman Bilicki introduced form Zoning Administrator Arthur Mendez, citing his years of background in construction, and requested permission for Mr. Mendez to speak on the issue of bonding. With a motion from Councilman Bilicki and a 2nd from Councilman Schagelin the Council granted it. Mr. Mendez confirmed his experience in the commercial construction business and proceeded to explain the bonding process. He stated a contractor must be bondable, and be prepared to have a bond written, prior to bidding. However the bond cannot be written until a contract is received. This is based on a contract, not an award of bid or a letter of intent, but an actual contract. Mr. Mendez explained in public work, the low bidder is given the contract, before he begins work he must get together his insurances, bond etc. This is usually given to the Project Manager in a packet, again before work begins. Mayor Elliott reiterated State Code is that a Contractor maintain a bond at all times, Mr. Mendez stated that is maintain an ability to bond at all times. Mr. Mendez further explained that a bond is project specific.

Discussion continued on the options, if the work with Grizzly Underground can be revived, if it should be rebid with an RFP and Mayor Elliott stressed, where the SERCAP grant monies would be allocated, meaning which specific properties would get the grant monies and which would not. Councilman Joeckel voiced concern about obtaining the money due from the individual property owners for the individual hook ups before the work is done, citing concerns for the Town left holding the bank and unable to collect the funds due for individual hook ups. This concern has been voiced repeatedly by the Town Treasurer as well. Glen Schagelin asked what the action item was. It was noted no action could be taken at the work session. Vice Mayor Puchalski encouraged finding a conclusion and going forward with a vote at the next Town Council Meeting. Putting out an RFP was discussed, however it was noted a very costly option. Councilman Bilicki reminded Council that is why the sitting Council at the time agreed to go forward with former Councilman Joseph's plans to do a design build bid. It was again noted the difference in budget and available funds that Chincoteague had when it paid for a professional RFP. Councilman Joeckel asked if Council could still go forward with the project as it was before, seeing that the Town now has a per household design plan. Councilman Bilicki pointed out that it was the Mayor who put a sudden stop to the project and due to the Mayor's actions he is no longer involved in the project. Councilman Bilicki pointed out that the Project is now the Mayor's. Councilman Joeckel noted that hiring a Project Manager would cost, leading to less funds available for the project, allowing that SERCAP funds can even be used for a Project Manager. Mayor Elliott went back to a lack of Council involvement in the design of Phase II including whose properties would be eligible for hook up, stressing his desire to fulfill the promise of free sewer to the residences in the commercial district left out of Phase I, and give them free sewer hook up in Phase II. Discussion ensued on how this occurred due to ebbs and flows in the project, including additional expenses encountered. Councilman Joeckel also contributed the fact that funds promised to the Town were not given, creating a shortage in promised funds. Councilman Bilicki noted that newspaper articles showed an original figure of ARPA funding to be received at 3.2 million but that was cut down to 2.6. Councilman Bilicki asked if a copy of the Mayor's presentation at the July 10th Council Meeting had been received to attach to the draft Meeting Minutes, Clerk Springer responded that no Town Hall had not received a printed or electronic copy. Councilman Joeckel stressed the intent of Phase I was for the operating waterfront and operating businesses, to help the Town grow. She stated the Town is now in Phase II, a new phase, and questioned why what was decided in Phase I should be part of Phase II. Councilman Bilicki stated that leadership needs somewhere along the way, to say, it's not going to be free. The discussion of availability of further funding ensued. Clerk Springer mentioned the Mayor said he emailed Robert Bloxom several weeks ago. Councilman Joeckel noted she had lunch with Robert Bloxom yesterday and when she inquired if anyone from Wachapreague had contact him, he replied no he had not heard from anyone in Wachapreague. The Mayor responded he emailed him this morning. Councilman Joeckel continued that Robert Bloxom is willing to help and notes he likes partnership and would be willing to see what he could find at the State level. Councilman Bilicki noted that Front Row Properties is not receiving any SERCAP funds, they are paying full price as there is not an existing business or dwelling on the property. Councilman Bilicki proposed a lottery to see who the SERCAP funds would go to. That would leave 16 properties eligible for a lottery style drawing. It was noted that under the project as it was before the Mayor halted it, all 16 properties received some SERCAP funding. Councilman Bilicki noted he wrote an RFI to HRSD to ask if the 25' extension, shown by the other bidder, was necessary for the Jones property. Their response was no, thereby saving the Jones approximately \$17,000 from that requirement. The other bidder said he would not change that requirement or price. Councilman Bilicki believes this shows the successful bidder to be an honest contractor, one who came highly recommended from the Town of Exmore. Councilman Baker suggested they contact Grizzly Underground to see if they would come back. Discussion ensued if the project was put out to bid if any contractor would bid on it. It was noted by Councilman Schagelin that this is now tainting the Town and could impede further expansion of the sewer, which will be needed by the Town. Councilman Schagelin stated the Council gave Councilman Bilicki permission to hire Grizzly Underground and it has been determined they can be bonded. Councilman Schagelin recommended they go back to Grizzly Underground and try to negotiate their return. It was agreed Council would be prepared to vote on the matter at the August 14th Council Meeting, and Councilman Bilicki reminded Council that the issue of a Project Manager will also need to be addressed. Councilman Schagelin voice a desire to see Councilman Bilicki return to that role. Mayor Elliott stated it need to be someone from outside the Town of Wachapreague. It was noted the cost associated with

this this. The Mayor encouraged all Council members to look in to everything like he did, and noted he found many discrepancies. Councilman Hipple explained he looked in to things to as well, which was why he wrote an email to the Mayor that Saturday morning, noting it was an email, not a meeting. Councilman Bilicki noted it was the Monday after that Mayor Elliott retracted the award to Grizzly Underground, without a vote of the Council, and noted that Grizzly Underground was heavily invested at that point and the Town may receive an invoice for some or all of that work as that Contractor was counting on that work. The Mayor stated there was in fact three people he talked to you. Mayor Elliot identified the three people he spoke with as Councilman Hipple, Councilman Baker and Vice Mayor Puchalski. It was questioned whether that was an authorized meeting. The Mayor replied no, he talked to all three individually. The Mayor stated he made the decision based on what he thought was best due to flags and questions. Councilman Schagelin stated he did not believe the Town Attorney received all he should have from both Contractor when he recommended rescinding the bid award. Councilman Schagelin questioned if it was the Mayor's intent to award it to the other contractor, whom Councilman Schagelin stated was a friend of the Mayor's. Councilman Schagelin stated the Mayor came in to the Town believing the Council was corrupt, and stated clearly it wasn't and it is not. Councilman Schagelin further stated that there has been nothing illegal done and he does not understand why Mayor Elliott keeps pursuing that. Councilman Schagelin suggested letting that go and moving on, noting the time constraints associated with the Grant money. Councilman Schagelin motioned to adjourn the meeting, Councilman Bilicki second. All in favor. Work session was adjourned.

Town of Wachapreague
Balance Sheet
As of June 30, 2025

*Incomplete
update 7/31/25*

	Jun 30, 25
ASSETS	
Current Assets	
Checking/Savings	
Atlantic Union Chcing	37,457.74
Petty Cash Fund	100.00
VML Securities	
Securities fair value adjust	-1,446.67
VACo VML Bond Fund/Liquid Gen.	250,823.65
Total VML Securities	249,376.98
Total Checking/Savings	286,934.72
Accounts Receivable	
Accounts Receivable	2,517.93
Total Accounts Receivable	2,517.93
Other Current Assets	
Other Receivables-Adj	9,666.26
Prepaid Expense	255.00
Total Other Current Assets	9,921.26
Total Current Assets	299,373.91
Fixed Assets	
Accumulated Depreciation	-258,621.84
Equipment	62,290.51
Furniture & Fixtures	13,398.89
Real Property	405,754.80
Vehicles	127,480.40
Total Fixed Assets	350,302.76
TOTAL ASSETS	649,676.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Defer. Rev- Park Use Deposits	300.00
Donations-AED	1,425.00
Other Payables	1,589.63
Payroll Liabilities	
Federal Withholding Tax	200.00
FICA/Medicare Withholding	1,069.26
VA Withholding Tax	283.00
Va. Unemployment Tax	20.61
Total Payroll Liabilities	1,572.87
Total Other Current Liabilities	4,887.50
Total Current Liabilities	4,887.50
Total Liabilities	4,887.50
Equity	
Audit Escrow Reserve	2,525.00
Co. Drainage Assistance Reserve	22,967.87
Investment in Fixed Assets	350,302.76
Meals Tax Capital Reserve	20,056.34
Playground Equip. Reserve	743.98
Raft Reserve Funds	1,400.00
Retained Earnings	202,742.07
Spoil Site Income Reserves	13,200.54
Tourism Reserve	16,537.52
Town Hall Enhancement Reserve	589.23
Vehicle Replacement Reserve	1,544.26

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08/03/25

Accrual Basis

Town of Wachapreague
Balance Sheet
As of June 30, 2025

	<u>Jun 30, 25</u>
Wach. Seaside Park Reserves	
Donations	450.50
Town Reserves	<u>2,165.49</u>
Total Wach. Seaside Park Reserves	2,615.99
Net Income	<u>9,563.61</u>
Total Equity	<u>644,789.17</u>
TOTAL LIABILITIES & EQUITY	<u>649,676.67</u>

Town of Wachapreague Profit & Loss Budget vs. Actual July 2024 through June 2025

	Jul '24 - Jun 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Auto Tags	6,215.00	5,500.00	113.0%
Auto Tags-Late Penalty	390.00		
BPOL Tax	136.08		
Business License	750.00	700.00	107.1%
Capital from Reserves	3,768.98	36,985.00	10.2%
Communications Tax	1,642.83	1,800.00	91.3%
Fire Programs	15,000.00	15,000.00	100.0%
Interest Income	13,825.48	10,000.00	138.3%
Meals Tax-75% Gen.Fund	27,518.10	30,000.00	91.7%
Meals Tax 2% to Reserves	32,560.41	40,000.00	81.4%
Miscellaneous Revenue			
Mandatory Grass Cutting	220.00		
Park Usage Fee	75.00		
Miscellaneous Revenue - Other	0.00	400.00	0.0%
Total Miscellaneous Revenue	295.00	400.00	73.8%
Mosquito Control	0.00	0.00	0.0%
Property Taxes			
Garbage	1,850.00		
Late Penalties/Interest	685.94		
Personal Property Tax	40.82		
Real Estate Tax	40,681.88		
Property Taxes - Other	0.00	42,000.00	0.0%
Total Property Taxes	43,258.64	42,000.00	103.0%
Recycling/Litter Control	1,838.00	1,000.00	183.8%
Sales Tax	12,600.36	13,000.00	96.9%
Tourism Revenue			
Capital from Tourism Reserves	0.00	4,000.00	0.0%
Meals Tax-25% Tourism	9,172.89	10,000.00	91.7%
Total Tourism Revenue	9,172.89	14,000.00	65.5%
Transient Tax	7,100.12	13,000.00	54.6%
Utilities Tax	1,230.23	1,000.00	123.0%
Zoning Permits	200.00	125.00	160.0%
Total Income	177,502.12	224,510.00	79.1%
Expense			
Advertising & Tourism			
Tourism/Advertising	10,045.45		
Advertising & Tourism - Other	0.00	15,000.00	0.0%
Total Advertising & Tourism	10,045.45	15,000.00	67.0%
Audit Escrow	1,750.00	1,750.00	100.0%
Capital Reserve 2% Meals Tax	32,560.41	40,000.00	81.4%
Decals/Tags	1,222.51	800.00	152.8%
Dues,Supplies,Pub.&Postage			
Dues and Subscriptions	485.00		
Pub & Postage	537.88		
Dues,Supplies,Pub.&Postage - Other	0.00	1,500.00	0.0%
Total Dues,Supplies,Pub.&Postage	1,022.88	1,500.00	68.2%
Fire Company	15,000.00	15,000.00	100.0%
Insurance	4,604.28	5,000.00	92.1%
Marina (reimbursable)	0.00		

Town of Wachapreague
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	% of Budget
Miscellaneous Expenses			
Donations	1,000.00	1,000.00	100.0%
Election Expenses	524.30	300.00	174.8%
Litter Grant Expenses	308.15	1,000.00	30.8%
Miscellaneous General	1,329.58	2,000.00	66.5%
Total Miscellaneous Expenses	3,162.03	4,300.00	73.5%
Mosquito Control Expense	0.00	1,000.00	0.0%
Office Expenses			
Office Supplies	3,267.01		
Office Expenses - Other	0.00	6,000.00	0.0%
Total Office Expenses	3,267.01	6,000.00	54.5%
Payroll - Town	52,639.50	58,491.00	90.0%
Payroll Taxes-Employer Expenses	4,160.29	4,719.00	88.2%
Planning Commission Expenses	2,500.00	500.00	500.0%
Professional Fees			
Legal Fees	743.75	3,000.00	24.8%
Total Professional Fees	743.75	3,000.00	24.8%
Refuse			
Garbage Truck	823.69		
Landfill	2,625.60		
Refuse - Other	0.00	8,000.00	0.0%
Total Refuse	3,449.29	8,000.00	43.1%
Repairs & Maintenance			
Brush/Dump Truck	1,378.30		
Building & Grounds	3,916.62		
Culvert Cleaning & Repair	0.00	15,000.00	0.0%
Gasoline	3,388.68		
Other Equipment	4,017.92		
Powell Park	5,651.35	18,000.00	31.4%
Sewer Expense	0.00	2,500.00	0.0%
Wach. Seaside Park	4,056.93	5,000.00	81.1%
Repairs & Maintenance - Other	0.00	8,500.00	0.0%
Total Repairs & Maintenance	22,409.80	49,000.00	45.7%
Utilities			
Electric	1,605.10		
Street Lights	6,660.30	6,200.00	107.4%
Telephone	835.25		
Utilities - Other	0.00	3,050.00	0.0%
Total Utilities	9,100.65	9,250.00	98.4%
Zoning Expenses			
Zoning Salaries	1,000.00	1,200.00	83.3%
Zoning Expenses - Other	0.00	0.00	0.0%
Total Zoning Expenses	1,000.00	1,200.00	83.3%
Total Expense	168,637.85	224,510.00	75.1%
Net Ordinary Income	8,864.27	0.00	100.0%
Other Income/Expense			
Other Income			
Unrealized holding gain/loss	699.34		
Total Other Income	699.34		
Net Other Income	699.34		
Net Income	9,563.61	0.00	100.0%

Port of Wachapreague Town Marina
Balance Sheet
As of June 30, 2025

Incomplete
update 7/31/25

	Jun 30, 25
ASSETS	
Current Assets	
Checking/Savings	
Atlantic Union Checking	52,594.70
VML Securities	
Securities Fair Value adjust	-723.25
VACo VML Bond Fund	29,688.86
VML Liquidity General Fund	58,750.99
Total VML Securities	87,716.60
Total Checking/Savings	140,311.30
Accounts Receivable	
Accounts Receivable	1,300.00
Total Accounts Receivable	1,300.00
Total Current Assets	141,611.30
Fixed Assets	
Accumulated Depreciation	-888,354.20
Equipment	64,721.53
Real Property	1,061,146.94
Total Fixed Assets	237,514.27
TOTAL ASSETS	379,125.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Income	34,210.50
Other Payables	-57.75
Total Other Current Liabilities	34,152.75
Total Current Liabilities	34,152.75
Total Liabilities	34,152.75
Equity	
Audit Escrow Reserve	1,775.00
Contributed Capital	237,514.27
Dredging Fund Reserve	5,000.00
Retained Earnings	91,380.03
Net Income	9,303.52
Total Equity	344,972.82
TOTAL LIABILITIES & EQUITY	379,125.57

Port of Wachapreague Town Marina

Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Capital from Reserves	0.00	0.00	0.0%
Interest Income	4,192.09	1,100.00	381.1%
Port Authority Grant	8,182.13	8,200.00	99.8%
Ramp Fees			
Daily Ramp Fees	4,815.00		
Season Stickers	3,185.00		
Ramp Fees - Other	0.00	7,110.00	0.0%
Total Ramp Fees	8,000.00	7,110.00	112.5%
Short-term Slips	7,235.00	5,000.00	144.7%
Slips	42,060.00	42,170.00	99.7%
Total Income	69,669.22	63,580.00	109.6%
Gross Profit	69,669.22	63,580.00	109.6%
Expense			
Audit Escrow	1,000.00	1,000.00	100.0%
Dredging Fund Contribution	5,000.00	5,000.00	100.0%
Electric	1,304.82	1,800.00	72.5%
Insurance	7,976.72	8,000.00	99.7%
Marina Maintenance			
Routine Maintenance	6,867.31	8,300.00	82.7%
VPA Project Expenses	10,909.51	10,935.00	99.8%
Total Marina Maintenance	17,776.82	19,235.00	92.4%
Payroll	24,339.50	25,309.00	96.2%
Payroll Taxes-Employer	1,861.92	1,936.00	96.2%
Phone	835.25	800.00	104.4%
Supplies, Pub. & Postage	620.34	500.00	124.1%
Total Expense	60,715.37	63,580.00	95.5%
Net Ordinary Income	8,953.85	0.00	100.0%
Other Income/Expense			
Other Expense			
Gain/Loss Market Value-Sec...	-349.67		
Total Other Expense	-349.67		
Net Other Income	349.67		
Net Income	9,303.52	0.00	100.0%

Town of Wachapreague
Balance Sheet
 As of July 31, 2025

	Jul 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Atlantic Union Cheking	37,639.52
Petty Cash Fund	100.00
VML Securities	
Securities fair value adjust	-1,675.72
VACo VML Bond Fund/Liquid Gen.	251,734.99
Total VML Securities	250,059.27
Total Checking/Savings	287,798.79
Accounts Receivable	
Accounts Receivable	2,262.60
Total Accounts Receivable	2,262.60
Total Current Assets	290,061.39
Fixed Assets	
Accumulated Depreciation	-258,621.84
Equipment	62,290.51
Furniture & Fixtures	13,398.89
Real Property	405,754.80
Vehicles	127,480.40
Total Fixed Assets	350,302.76
TOTAL ASSETS	640,364.15
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Defer. Rev- Park Use Deposits	300.00
Donations-AED	1,425.00
Payroll Liabilities	
Federal Withholding Tax	266.00
FICA/Medicare Withholding	1,223.04
VA Withholding Tax	138.00
Va. Unemployment Tax	2.19
Total Payroll Liabilities	1,629.23
Total Other Current Liabilities	3,354.23
Total Current Liabilities	3,354.23
Total Liabilities	3,354.23
Equity	
Audit Escrow Reserve	4,275.00
Co. Drainage Assistance Reserve	22,967.87
Investment in Fixed Assets	350,302.76
Meals Tax Capital Reserve	20,056.34
Playground Equip. Reserve	678.70
Raft Reserve Funds	1,400.00
Retained Earnings	212,305.68
Spoil Site Income Reserves	13,200.54
Tourism Reserve	16,537.52
Town Hall Enhancement Reserve	589.23
Vehicle Replacement Reserve	1,544.26
Wach. Seaside Park Reserves	
Donations	450.50
Town Reserves	2,165.49
Total Wach. Seaside Park Reserves	2,615.99

Town of Wachapreague
Balance Sheet
As of July 31, 2025

	<u>Jul 31, 25</u>
Net Income	-9,463.97
Total Equity	<u>637,009.92</u>
TOTAL LIABILITIES & EQUITY	<u>640,364.15</u>

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Town of Wachapreague
Profit & Loss Budget vs. Actual
July 2025

	Jul 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Auto Tags	30.00	5,500.00	0.5%
Business License	30.00	700.00	4.3%
Communications Tax	136.72	1,700.00	8.0%
Fire Programs	0.00	15,000.00	0.0%
Interest Income	912.53	6,000.00	15.2%
Meals Tax-75% Gen.Fund	0.00	30,000.00	0.0%
Meals Tax 2% to Reserves	0.00	40,000.00	0.0%
Miscellaneous Revenue			
Mandatory Grass Cutting	100.00		
Miscellaneous Revenue - Other	0.00	400.00	0.0%
Total Miscellaneous Revenue	100.00	400.00	25.0%
Property Taxes			
Late Penalties/Interest	10.78		
Property Taxes - Other	0.00	42,000.00	0.0%
Total Property Taxes	10.78	42,000.00	0.0%
Recycling/Litter Control	0.00	1,500.00	0.0%
Sales Tax	0.00	14,000.00	0.0%
Tourism Revenue			
Meals Tax-25% Tourism	0.00	10,000.00	0.0%
Total Tourism Revenue	0.00	10,000.00	0.0%
Transient Tax	0.00	13,000.00	0.0%
Utilities Tax	0.00	1,000.00	0.0%
Zoning Permits	50.00	125.00	40.0%
Total Income	1,270.03	180,925.00	0.7%
Expense			
Advertising & Tourism			
Tourism/Advertising	510.00		
Advertising & Tourism - Other	0.00	9,170.00	0.0%
Total Advertising & Tourism	510.00	9,170.00	5.6%
Audit Escrow	1,750.00	1,750.00	100.0%
Capital Reserve 2% Meals Tax	0.00	40,000.00	0.0%
Decals/Tags	0.00	1,000.00	0.0%
Dues,Supplies,Pub.&Postage			
Dues and Subscriptions	500.00		
Pub & Postage	6.06		
Dues,Supplies,Pub.&Postage - Other	0.00	1,500.00	0.0%
Total Dues,Supplies,Pub.&Postage	506.06	1,500.00	33.7%
Fire Company	0.00	15,000.00	0.0%
Insurance	1,218.72	5,000.00	24.4%
Marina (reimbursable)	0.00		
Miscellaneous Expenses			
Donations	0.00	1,000.00	0.0%
Litter Grant Expenses	0.00	1,500.00	0.0%
Miscellaneous General	134.00	1,500.00	8.9%
Total Miscellaneous Expenses	134.00	4,000.00	3.4%
Mosquito Control Expense	0.00	1,000.00	0.0%
Office Expenses			
Office Supplies	97.13		
Office Expenses - Other	0.00	4,000.00	0.0%
Total Office Expenses	97.13	4,000.00	2.4%

Town of Wachapreague
Profit & Loss Budget vs. Actual
July 2025

	Jul 25	Budget	% of Budget
Payroll - Town	5,040.50	58,200.00	8.7%
Payroll Taxes-Employer Expenses	395.46	4,655.00	8.5%
Planning Commission Expenses	0.00	500.00	0.0%
Professional Fees			
Legal Fees	0.00	3,000.00	0.0%
Total Professional Fees	0.00	3,000.00	0.0%
Refuse			
Landfill	-67.20		
Refuse - Other	0.00	4,000.00	0.0%
Total Refuse	-67.20	4,000.00	-1.7%
Repairs & Maintenance			
Building & Grounds	292.61		
Other Equipment	294.99		
Powell Park	168.92	3,000.00	5.6%
Wach. Seaside Park	0.00	5,000.00	0.0%
Repairs & Maintenance - Other	0.00	9,500.00	0.0%
Total Repairs & Maintenance	756.52	17,500.00	4.3%
Utilities			
Street Lights	0.00	6,400.00	0.0%
Telephone	63.76		
Utilities - Other	0.00	3,050.00	0.0%
Total Utilities	63.76	9,450.00	0.7%
Zoning Expenses			
Zoning Salaries	100.00		
Zoning Expenses - Other	0.00	1,200.00	0.0%
Total Zoning Expenses	100.00	1,200.00	8.3%
Total Expense	10,504.95	180,925.00	5.8%
Net Ordinary Income	-9,234.92	0.00	100.0%
Other Income/Expense			
Other Income			
Unrealized holding gain/loss	-229.05		
Total Other Income	-229.05		
Net Other Income	-229.05		
Net Income	-9,463.97	0.00	100.0%

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08/03/25

Town of Wachapreague
Customer Balance Summary
As of July 31, 2025

	<u>Jul 31, 25</u>
Bragg, Patricia	-3.00
Brittingham, Gregory L.	37.00
Brown, Susan	680.00
Catlett, Vickie L	37.00
Edwards, Kristin Kelly	192.44
Johnson, David & Denise	814.10
Knowlton, Brook	74.00
Kovacs Jr., Lawrence A.	-3.36
Lander, Jeramey	37.00
Long, Melissa Sue	146.00
Matias, Yariel	37.00
Nelson, Harry	204.09
Parks, Terry K.	37.00
Simmonds, Claire	99.71
Starr, Robert Chamberlain	-282.38
Taylor, Scott A.	45.00
Wilkinson, Catherine	37.00
Wisor, Miranda	74.00
TOTAL	<u>2,262.60</u>

Port of Wachapreague Town Marina

Balance Sheet

As of July 31, 2025

	Jul 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Atlantic Union Checking	33,359.82
VML Securities	
Securities Fair Value adjust	-837.77
VACo VML Bond Fund	29,784.73
VML Liquidity General Fund	73,971.83
Total VML Securities	102,918.79
Total Checking/Savings	136,278.61
Accounts Receivable	
Accounts Receivable	1,300.00
Total Accounts Receivable	1,300.00
Total Current Assets	137,578.61
Fixed Assets	
Accumulated Depreciation	-888,354.20
Equipment	64,721.53
Real Property	1,061,146.94
Total Fixed Assets	237,514.27
TOTAL ASSETS	375,092.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Income	34,210.50
Other Payables	-117.75
Total Other Current Liabilities	34,092.75
Total Current Liabilities	34,092.75
Total Liabilities	34,092.75
Equity	
Audit Escrow Reserve	1,775.00
Contributed Capital	237,514.27
Dredging Fund Reserve	5,000.00
Retained Earnings	100,683.55
Net Income	-3,972.69
Total Equity	341,000.13
TOTAL LIABILITIES & EQUITY	375,092.88

Port of Wachapreague Town Marina

Profit & Loss Budget vs. Actual
 July 2025

	Jul 25	Budget	% of Budget
Ordinary Income/Expense			
Income			
Capital from Reserves	0.00	15,000.00	0.0%
Interest Income	318.05	580.00	54.8%
Port Authority Grant	0.00	79,500.00	0.0%
Ramp Fees			
Daily Ramp Fees	691.00		
Season Stickers	140.00		
Ramp Fees - Other	0.00		
		7,200.00	0.0%
Total Ramp Fees	831.00	7,200.00	11.5%
Short-term Slips	300.00	8,000.00	3.8%
Slips	0.00	44,000.00	0.0%
Total Income	1,449.05	154,280.00	0.9%
Gross Profit	1,449.05	154,280.00	0.9%
Expense			
Audit Escrow	0.00	1,000.00	0.0%
Electric	0.00	1,400.00	0.0%
Insurance	2,114.28	8,000.00	26.4%
Marina Maintenance			
Routine Maintenance	-9.98	8,500.00	-0.1%
VPA Project Expens...	0.00	106,000.00	0.0%
Total Marina Maintena...	-9.98	114,500.00	-0.0%
Payroll	2,853.00	26,000.00	11.0%
Payroll Taxes-Employer	218.25	2,080.00	10.5%
Phone	63.76	800.00	8.0%
Supplies, Pub. & Postage	67.91	500.00	13.6%
Total Expense	5,307.22	154,280.00	3.4%
Net Ordinary Income	-3,858.17	0.00	100.0%
Other Income/Expense			
Other Income			
Income from Reserves	-114.52		
Total Other Income	-114.52		
Net Other Income	-114.52		
Net Income	-3,972.69	0.00	100.0%

8:00 PM
08/03/25

Port of Wachapreague Town Marina
Customer Balance Summary
All Transactions

	Jul 31, 25
Evans, Otis	-50.00
Raiford, Frank	1,350.00
TOTAL	<u>1,300.00</u>

Town of Wachapreague

From: Alena Elliott <family.love.laughter@icloud.com>
Sent: Thursday, July 31, 2025 10:25 AM
To: Town of Wachapreague
Subject: Carrico/ Elliott residents public comment



First I want to emphasize that for the commercial area, including the neighborhood, and working waterfront, we were all assured that we would be connected to the sewer at no cost. However, after reviewing the initial estimates, it became evident that not all remaining commercial were getting what was promised. Additionally, funds promised were reallocated without any council vote or community disclosure. It was mentioned that the fewer people who participated, the more likely it was that those who remained would receive the connection for lower or free. Implying this included residents added without any vote. So, funding that was originally allocated for the commercial area appears to be being reallocated to numerous residents in Brooklyn.

Once I reviewed our estimate, I noticed significant gaps in the estimates and sought clarification. I expressed my concerns about Bob holding a meeting for homeowners during the workday, when most working people couldn't attend. Not to mention, the contract was "awarded" without a council vote or any chance for all residents unable to attend to voice their concerns. My worries are as follows: the main line was cut short just before the building at 19 main instead of going all the way to 21. Short of the initially engineered plan, leaving the residents of Jones, Edmunds, and Carrico/Elliott unsure of who would be responsible for paying for this extension. Especially since the estimates indicate our lines are running over wells, which is prohibited by the Clean Water Act. This situation would mean they would have to find alternative access or extensive layered engineering to get to our backyard. These could all cause delays and cost increases. Since Grizzly couldn't provide concrete bonding or insurance this causes major anxiety where there are already many concerns regarding health and safety with the wells. Bob promised to reach out to the Health Department about town sewer plans and ensure that concerns about wells locations would be taken into account. Upon showing me maps that were used it became clear that ours and other neighbors wells were not considered during the estimate phase. Unfortunately, I was never contacted again. I was simply sent a contract that I am expected to sign without any clarity. I then went to other council members to express concerns. About the line for the ours and the neighbors pipes running over our well. We should not be hiring without clear pricing for exactly what needs done or paying in full up front. Typically you pay half to secure the contract and half at completion, or in full at completion of the job. The back of our contract states Grizzly can charge 1.5% interest for any fees not paid by the 31st day or up to 20% yearly. How will this be effected if changes are required? It also mentions that Grizzly can impose fees for any delays not caused by them. Any of these issues could cause a delay and they could say it wasn't them. Why should the residents be responsible for this? Why is the person dealing with the contracting not contacting the contractor to get these concerns addressed prior to them being sent? I was never provided with contractors info to contact to ask any of these questions about the estimate until I received the contract. Even though I expressed concerns that needed to be addressed. I hope to receive some answers to these questions. I hope this will not just be blown off as it was. I hope the council will look for clarification on these issues. The initial estimate phase should have been the time an accurate expectation were set and adjustments made to get the most accurate price possible for residents. Including any major changes that need looked at before signing contracts. Which I don't believe was actually provided to the contractor's. Going forward the entire council needs to be more involved in this project to insure many eyes make for less errors and a clearer understanding for all. As well as fairness to all involved being maintained. Everyone should feel heard and understood. I do not feel our family has had this. Bob has continued to blow off concerns and be very condescending and demeaning towards us when we raise any questions. Our questions are the following.

-Who will have to pay for the \$17500 extension to 21 main?

-Why are we being expected to sign a contract for a dollar amount that is inaccurate due to the current layout/ plans? Especially since the concerns were brought up before contracts were sent. I addressed these concerns May 20 with Bob Bilicki.

- What is being done to address the fact 2 sewer lines are planned to be laid out to run over wells no matter which contractor is picked?
- At what point after we sign a contract agreement is it that we expect to know the exact amount?
- What happens if the fees change drastically?
- Why should residents be responsible for delays when there are short falls in the planning that have been brought up to be addressed before contracts are signed?
- How much could this vary from the estimated cost?
- Is any of this in writing somewhere as a guarantee to residents that it won't exceed a certain amount?
- At what point is it that the interest can be charged if fees are added or cost changes?
- Are we continuing to look for funding like grants to help cover cost that the town promised we would not have to pay?
- Once brought to the towns attention What is the town actively doing to protect these wells that were brought into question? At this point it does not appear that contractors were made aware of them. Especially since it was brought to light that they clearly were not marked on the documents that were used by the town/contractors until I walked with Bob and pointed out where they were. Prior to contracts being sent. What is being done to address this?

Alena

Sent from my iPhone

Concerns of Sewer

(2)

1. 21 Main St. Extension on the chart should say \$0.00 or be eliminated on the list or say not applicable
2. Final price for all participants should say not to exceed x amount of dollars.
3. Commercial property owners were suppose to pay nothing for the hook-up according to Fred and the council.
4. We have a problem with Grizzly requesting the full amount prior to starting. Most businesses require a deposit-down payment and a final payment upon completion.
5. Original map shows Phase 1 going to the corner of Main + Lee St. I went to speak to the workers when they were at the Post Office that it was to go to the corner of Main + Lee St. They said no. We the commercial zone residents were to be in Phase 1 along with the businesses - free like they were.
4. Company should be bonded and insured prior to starting any work and provide proof of same.

- 7. They should be responsible for any damage they cause and that should be stated in the contract.
- 8. All available options to home owners should be listed along with prices.
- 9. This contract should be approved by council and verified as a legal contract by our Town Attorney.
- 10. Also for Grizzly, we will be gone from July 28th, coming back on the evening of Aug 6th.

Brouer + Linda Jones
 21 Main St.
 Wachapreague, VA

757 789 3513 - Home
 757 710 2987 cell (Linda)

2

7/10/25

Talking points

1st

I'm Grateful to all the people who got phase 1 to a completion esp Bob Bilicki former mayor Fred Janci and the Wachapreague town council

I am here to address the issue of phase 2 (the collective bid for the remaining residence along the phase 1 collection system that want to hook up)

February council voted to award Grizzly Underground the phase 2 bid with the caveat that they get a bond for the work. Knowing that they have worked for many municipalities I didn't give it much thought that they could produce a bond. Which by the way does not have to be produced until a contract is signed between both entities. A contract had not been produced when I had left the project in Early April but I thought we were only weeks away from a contract and construction commencement. ^{There was no bond} The mayor as a person of interest not a property owner, sat in on the meeting at the gallery where the property owners unanimously voted to go with grizzly and he said nothing

A letter of intent to award was sent to grizzly. Grizzly began preparing for the award.

Skip forward

On or around June 13th the mayor sends a letter of retraction to Grizzly declining their bid.

This I believe was done without approval of the council the acting project manager Bob bilicki

Or I

The mayor also consulted with the town attorney without divulging any information that was exchanged between them. It was said that it was about the bond issue. This discussion should have been between Grizzly's Bond company and Mr Bundick. They are the only ones qualified to make legal documents of this magnitude.

I want to know what was said or written between the mayor and Mr Bundick that made them think that they should cancel the award with Grizzly. In most cases semantics are ironed out between the lawyers and then presented to the clients. I would expect that the town will be sued for their action.

Grizzly indicated to me that they would still complete the project as long as a person knowledgeable in construction is the lead for the town.

The Majority of the collective group indicated to me that they prefer Grizzly.

Town meeting regarding phase 2 sewer hookups

7 messages

Stephen Joseph <stephen.b.joseph1@gmail.com>

Mon, Jul 7, 2025 at 6:13 PM

To: mickey smith <frontrowpropertiesLLC@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Stephen Joseph <stephen.b.joseph1@gmail.com>, Susan Fountain <dsfountain11@msn.com>, Bill Savage <bsavage@gwsavage.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <epwv1@yahoo.com>, Arthur Mendez <arthurmendez52@gmail.com>, Adam Hummel <Alex.r.hummel@gmail.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Bob Means <bobcmeans@gmail.com>, Linda And Grover Jones <Lndjones00@gmail.com>, Bob Bilicki <bobbilicki1@gmail.com>

The town meeting is scheduled for this Thursday, July 10th at 7:00 PM, and I wanted to bring to your attention a matter that affects all of us as property owners involved in Phase Two of the sewer project.

In mid June while Bob Bilicki and I were away from town the mayor withdrew the award with Grizzly—without the consent of the property owners involved, the town council, or Bob Bilicki, who was serving as the sewer chairman. I have heard that in this upcoming meeting he intends to ask the council to award the bid to Underground Solutions. The Mayor has taken upon himself to discuss the Grizzly Bond issue with the town attorney without divulging any of the content of that discussion with the home owners or the council.

This abrupt decision has not only bypassed the proper channels but has also caused harm to Grizzly, who I believe will be seeking damages from the town for costs they have already incurred. Grizzly has expressed to me that they are still willing to complete the project—so long as they are not required to deal with the mayor directly.

At the recent meeting led by Bob Bilicki at the gallery, all homeowners in attendance agreed to proceed with Grizzly, the contractor approved by council back in February.

Now, I need to hear from you:

Would you prefer to continue with Grizzly or move forward with Underground Solutions?/

Just for your awareness: Grizzly completed their project in Exmore early and under budget and has since completed two more projects. Meanwhile, Underground Solutions failed to complete their project in Chincoteague.

None of this has been shared by the mayor with the town council, the town attorney, or us—the affected property owners.

I plan to speak at Thursday's meeting and present this information to the council. I encourage as many of you as possible to attend. However, if you cannot make it, please reply and let me know where you stand so I can make sure your position is represented.

—
Stephen B. Joseph
6 Brooklyn Ave #47
Wachapreague VA 23480
757-450-6087

MAILER-DAEMON@aol.com <MAILER-DAEMON@aol.com>

To: stephen.b.joseph1@gmail.com

Mon, Jul 7, 2025 at 6:14 PM

Sorry, we were unable to deliver your message to the following address.

<lewininc5@gmail.com>:

552: 5.2.2 The recipient's inbox is out of storage space and inactive. Please

5.2.2 direct the recipient to

5.2.2 https://support.google.com/mail/?p=OverQuotaPerm_af79cd13be357-7d5dbe96522si843456685a.263-gsmtp

----- Forwarded message -----

----- Forwarded message -----

From: Stephen Joseph <stephen.b.joseph1@gmail.com>

To: mickey smith <frontrwpropertiesLLC@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Stephen Joseph <stephen.b.joseph1@gmail.com>, Susan Fountain <dsfountain11@msn.com>, Bill Savage <bsavage@gwsavage.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <eppwv1@yahoo.com>, Arthur Mendez <arthurmendez52@gmail.com>, Adam Hummel <Alex.r.hummel@gmail.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Bob Means <bobcmeans@gmail.com>, Linda And Grover Jones <Lndjones00@gmail.com>, Bob Bilicki <bobbilicki1@gmail.com>

Cc:

Bcc:

Date: Mon, 7 Jul 2025 18:13:44 -0400

Subject: Town meeting regarding phase 2 sewer hookups

The town meeting is scheduled for this Thursday, July 10th at 7:00 PM, and I wanted to bring to your attention a matter that affects all of us as property owners involved in Phase Two of the sewer project.

In mid June while Bob Bilicki and I were away from town the mayor withdrew the award with Grizzly—without the consent of the property owners involved, the town council, or Bob Bilicki, who was serving as the sewer chairman. I have heard that in this upcoming meeting he intends to ask the council to award the bid to Underground Solutions. The Mayor has taken upon himself to discuss the Grizzly Bond issue with the town attorney without divulging any of the content of that discussion with the home owners or the council.

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Just for your awareness: Grizzly completed their project in Exmore early and under budget and has since completed two more projects. Meanwhile, Underground Solutions failed to complete their project in Chincoteague.

None of this has been shared by the mayor with the town council, the town attorney, or us—the affected property owners.

I plan to speak at Thursday's meeting and present this information to the council. I encourage as many of you as possible to attend. However, if you cannot make it, please reply and let me know where you stand so I can make sure your position is represented.

Stephen B. Joseph
6 Brooklyn Ave #47
Wachapreague VA 23480
757-450-6087

Bob Means <bobcmeans@gmail.com>

Mon, Jul 7, 2025 at 6:23 PM

To: Steve Joseph <stephen.b.joseph1@gmail.com>

Cc: mickey smith <frontrwpropertiesLLC@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Sue McMurray <dsfountain11@msn.com>, Bill Savage <bsavage@gwsavage.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <eppwv1@yahoo.com>, Arthur Mendez <arthurmendez52@gmail.com>, Adam Hummel <Alex.r.hummel@gmail.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Linda And Grover Jones <Lndjones00@gmail.com>, Bob Bilicki <bobbilicki1@gmail.com>

Is underground solutions the company that is owned by a person who's married to the mayor's wife's good friend? Isn't it also true that Bob Bilicki was vigilant in asking for a response from Underground solutions to no avail. In addition when Bob Bilicki finally was in contact, after the meeting Bob arranged in the gallery with the home owners, Underground Solutions said there was no issue since he was too busy for the project?

Grizzly

2 messages

Stephen Joseph <stephen.b.joseph1@gmail.com>
To: Taylor Dukes Town of Exmore <tdukes@exmore.org>

Thu, Jul 10, 2025 at 3:53 PM

Good Afternoon Taylor

Just wanted to check in to see if at the end of the project you still recommend Grizzly

The mayor here has started an anti grizzly campaign and is going to play some testimony from the guy that owns the book bin that he did a bad job in exmore.. What do you think?

--

Stephen B. Joseph
6 Brooklyn Ave #47
Wachapreague VA 23480
757-450-6087

Taylor Dukes <tdukes@exmore.org>
To: Stephen Joseph <stephen.b.joseph1@gmail.com>

Thu, Jul 10, 2025 at 4:18 PM

I don't know who the book bin guy is but that is absolutely insane that he would say Grizzly did a bad job. Exmore was extremely happy with what Grizzly did for us.

H. Taylor Dukes III
Town Manager
Town of Exmore
757-442-3114 Ex. 1000
757-607-7188 Cell

> On Jul 10, 2025, at 3:54 PM, Stephen Joseph <stephen.b.joseph1@gmail.com> wrote:

>
>

[Quoted text hidden]

> The Town of Exmore is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Form found online at http://www.ascr.usda.gov/complaint_filing_cust.htm, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint for or letter to us by mail at U. S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D. C. 20250-9410, by fax (202) 690-7442 or email program.intake@usda.gov.The Town of Exmore is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Form found online at http://www.ascr.usda.gov/complaint_filing_cust.htm, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint for or letter to us by mail at U. S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D. C. 20250-9410, by fax (202) 690-7442 or email program.intake@usda.gov.

This sounds like a whole bunch of monkey business.

[Quoted text hidden]



Arthur Mendez <arthurmendez52@gmail.com>

Tue, Jul 8, 2025 at 4:50 PM

To: Stephen Joseph <stephen.b.joseph1@gmail.com>

Cc: mickey smith <frontrowpropertiesLLC@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Susan Fountain <dsfountain11@msn.com>, Bill Savage <bsavage@gwsavage.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <eppwv1@yahoo.com>, Adam Hummel <Alex.r.hummel@gmail.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Bob Means <bobcmeans@gmail.com>, Linda And Grover Jones <Indjones00@gmail.com>, Bob Bilicki <bobbilicki1@gmail.com>

Thanks for speaking for us all Steve.

Beth and I will be out of town and miss the meeting.

I am still baffled at how we could get so close then get the rug pulled out from under our feet.

We trusted the council to make the correct decisions and you and Bob to follow though and get phase 2 started.

We still have that trust.

Thanks for speaking on our behalf.

Grizzly has been checked out and found to be a qualified contractor. He was low bid. He probably could have saved us more money if we just let him do the work without making unnecessary requirements.

[Quoted text hidden]

Bill Savage <bsavage@gwsavage.com>

Tue, Jul 8, 2025 at 6:27 PM

To: Arthur Mendez <arthurmendez52@gmail.com>, Stephen Joseph <stephen.b.joseph1@gmail.com>

Cc: mickey smith <frontrowpropertiesLLC@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Susan Fountain <dsfountain11@msn.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <eppwv1@yahoo.com>, Adam Hummel <Alex.r.hummel@gmail.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Bob Means <bobcmeans@gmail.com>, Linda And Grover Jones <Indjones00@gmail.com>, Bob Bilicki <bobbilicki1@gmail.com>

This is Bill Savage and based on the last meeting with the owners, Bob and Steve we would like to go with Grizzely as long as the bonding issue is ironed out which Charles discussed with the town attorney. Don't think that's solved yet. We will likely miss the meeting Thursday.

Get Outlook for iOS

From: Arthur Mendez <arthurmendez52@gmail.com>

Sent: Tuesday, July 8, 2025 4:50:23 PM

To: Stephen Joseph <stephen.b.joseph1@gmail.com>

Cc: mickey smith <frontrowpropertiesLLC@outlook.com>; Joe Barry <joebarry1@verizon.net>; Rob Hadfield-next door <crhadfield@yahoo.co.uk>; Susan Fountain <dsfountain11@msn.com>; Bill Savage <bsavage@gwsavage.com>; Matt Jenkins Neighbors <giardina13@yahoo.com>; Kelly Edwards <kellysandidge@gmail.com>; Phil And Wendy Polack <eppwv1@yahoo.com>; Adam Hummel <Alex.r.hummel@gmail.com>; Charles Elliott <mayorofwachapreague@gmail.com>; Bob Edmonds <bedmonds3@cox.net>; Irene Carr Lewin <lewininc@verizon.net>; Bob Means <bobcmeans@gmail.com>;

Linda And Grover Jones <Indjones00@gmail.com>; Bob Bilicki <bobbilicki1@gmail.com>
Subject: Re: Town meeting regarding phase 2 sewer hookups

[Quoted text hidden]

Alexander Hummel <alex.r.hummel@gmail.com>

Tue, Jul 8, 2025 at 7:08 PM

To: Bill Savage <bsavage@gwsavage.com>

Cc: Arthur Mendez <arthurmendez52@gmail.com>, Stephen Joseph <stephen.b.joseph1@gmail.com>, mickey smith <frontrowpropertiesLLC@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Susan Fountain <dsfountain11@msn.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <eppwv1@yahoo.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Bob Means <bobcmeans@gmail.com>, Linda And Grover Jones <Indjones00@gmail.com>, Bob Bilicki <BobBilicki1@gmail.com>

The Hummel's at 24 Brooklyn Ave would also prefer the initial council approved Grizzly contract.

Thank you,

Alex Hummel
484 868 7701

Sent from my iPhone

On Jul 8, 2025, at 6:27 PM, Bill Savage <bsavage@gwsavage.com> wrote:

[Quoted text hidden]

Sue Fountain <Dsfountain11@msn.com>

Wed, Jul 9, 2025 at 1:23 PM

To: Stephen Joseph <stephen.b.joseph1@gmail.com>

Cc: mickey smith <frontrowpropertiesllc@outlook.com>, Joe Barry <joebarry1@verizon.net>, Rob Hadfield-next door <crhadfield@yahoo.co.uk>, Bill Savage <bsavage@gwsavage.com>, Matt Jenkins Neighbors <giardina13@yahoo.com>, Kelly Edwards <kellysandidge@gmail.com>, Phil And Wendy Polack <eppwv1@yahoo.com>, Arthur Mendez <arthurmendez52@gmail.com>, Adam Hummel <alex.r.hummel@gmail.com>, Charles Elliott <mayorofwachapreague@gmail.com>, Bob Edmonds <bedmonds3@cox.net>, Irene Carr Lewin <lewininc@verizon.net>, Bob Means <bobcmeans@gmail.com>, Linda And Grover Jones <Indjones00@gmail.com>, Bob Bilicki <bobbilicki1@gmail.com>, Stephen Joseph <stephen.b.joseph1@gmail.com>

Steve: Gary and I agree with everything that you stated in your email. With that being said we support the initial contract award to Grizzly with the bond issues resolved. Thank you for being the spokesperson and representing us, the town taxpayers.

Sent from my iPhone

> On Jul 7, 2025, at 6:14 PM, Stephen Joseph <stephen.b.joseph1@gmail.com> wrote:

>

>

[Quoted text hidden]

To Whom It May Concern:



Please understand that the purpose of this letter is not to assign blame or point fingers. Rather, it is simply a statement of what I was told at the time and the expectations that were set as a result.

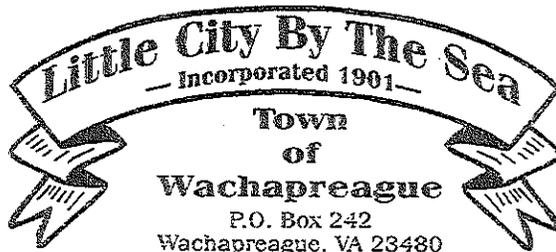
At the early stages of the Wachapreague sewer project, I was approached and asked if I would be interested in having city sewer. When I responded yes, I was told that by signing a particular document—which I did—I would be placed among the first on the installation list and that this would ensure there would be no cost to me. This understanding was reaffirmed to me a couple times over the years.

Edward R. Roach
609.780.5648



Marina
757-787-1930

Tourism: www.wachapreague.info



Town Office
757-787-7117

Town: www.wachapreague.org



HRSD/Town of Wachapreague Phase 2: Mayor's Action Without Town Council Authorization

An Examination of Process, Governance, and Implications for Municipal Operations that occurred, presented by Wachapreague Town Council Member: Robert F. Bilicki

Introduction

The interplay between municipal governance and public utilities is often a complex dance of statutory authority, local tradition, and the ever-shifting needs of the community. In the Town of Wachapreague, this balance was tested during Phase 2 of the town's engagement with the Low Bidder, Grizzly Underground with a Bonding Capacity, where a pivotal action was undertaken by the Mayor without prior authorization from the Town Council. This document aims to provide an in-depth exploration of the situation, the legal and ethical frameworks that underpin such municipal decisions, and the broader implications for local government operations.

Background: HRSD and the Town of Wachapreague

Wachapreague, a picturesque town on Virginia's Eastern Shore, has long relied on traditional, Septic Tanks and Drain Fields infrastructure for its sanitation needs. The Hampton Roads Sanitation District (HRSD) is a regional utility serving the broader area, specializing in wastewater treatment and environmental stewardship. As environmental conditions have escalated due to ground water elevations, regulations have grown more stringent and local infrastructure has aged, talks between the Town and their Contractors have become not only necessary but urgent.

The engagement between The Contractor Grizzly Underground and the Town of Wachapreague has proceeded in a secondary phase. Phase 1 primarily addressed feasibility studies, environmental assessments, and initial community outreach which was officially completed this past January with the last property coming online: The Island House Restaurant. Phase 2 was envisioned as the follow-up phase in which concrete decisions were made regarding the same engineering designs, private funding, with no liability to the Town and the formalization of partnerships.

The Mayor's Action: A Timeline

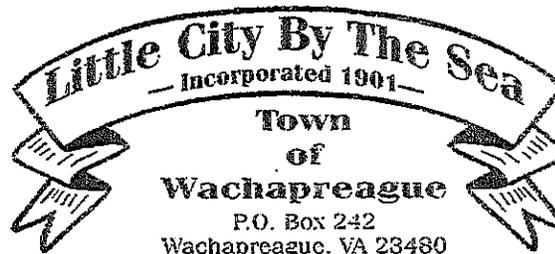
During Phase 2, a significant development occurred: the Mayor initiated formal action relating to the Low Bid Contractor- Grizzly Underground services without explicit authorization from the Town Council. Below is a reconstructed chronology of events:

- **Mayor's Engagement:** With public pressure mounting—given concerns about compliance and potential penalties—the Mayor began direct communication with the Low Bid Contractor- Grizzly Underground and their representatives.



Marina
757-787-1930

Tourism: www.wachapreague.info



Town Office
757-787-7117

Town: www.wachapreague.org

- *Mayor Elliott "Where do you stand with the existing Low Bid Contractor – Grizzly Underground that the Town Council approved during the February 2025 Town Council Meeting?"*
- *Mayor Elliott "Have your put on record the advice from the Town's Attorney Carl Bundick?"*
- Should Town Council move to restrict the Mayor's action of progress until the issue is resolved with the Low Bid Contractor – Grizzly Underground?
- Unilateral Decision: The Mayor signed a "Withdrawal from the Award, letter to the Low Bid Contractor – Grizzly Underground. Retracting a Letter of Intent to Proceed written after the General Meeting where the Property Owners, including Mayor Elliott, were present.
- Council's Discovery: Town Council members became aware of the Mayor's actions during a routine meeting, prompting immediate discussions about the scope of executive power in Wachapreague's municipal code, without the approval of the Town Council on Monday June 16, 2025.

Legal and Ethical Considerations

The authority of a mayor in municipal governance varies widely based on the town's charter, local ordinances, and state law. In most towns like Wachapreague, the mayor is often considered a first among equals—an executive who presides over meetings and represents the municipality, but whose actions are typically bounded by council authorization for substantial decisions.

Municipal Code & Statutory Limits

Wachapreague's municipal code, like many small towns, usually requires that significant contracts, expenditures, or partnerships be approved by a majority of the council. The mayor may have the authority to sign documents or act as a liaison, but unilateral commitments—particularly those with long-term fiscal or operational impacts—are generally outside the mayor's power without council consent.

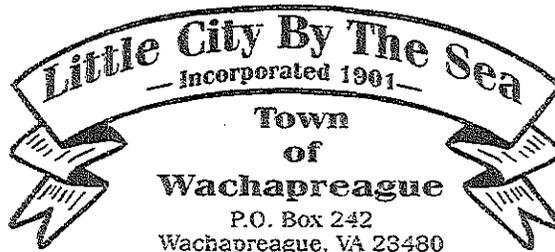
Ethical Leadership

From an ethical standpoint, the mayor's decision to proceed without council approval raises questions about transparency, accountability, and public trust. While responsiveness in the face of urgent needs is admirable, circumventing established procedures undermines democratic governance. This can erode confidence in both the mayor's office and the efficacy of the council itself.



Marina
757-787-1930

Tourism: www.wachapreague.info



Town Office
757-787-7117

Town: www.wachapreague.org

Community Response

The community's reaction was predictably mixed. Only a few residents expressed relief that the administration was taking decisive action to address pressing environmental issues. Others voiced significant concerns about the process, fearing that actions taken without council approval set a dangerous precedent.

- **Supporters' View:** For the one Property Owner in favor, the mayor's actions were seen as necessary leadership, ensuring that Wachapreague stayed ahead of regulatory mandates and avoided costly penalties. However, it should be noted that bias may exist since the single Property Owner in favor was related to the Mayor.
- **Opponents' View:** Critics emphasized the importance of process and the role of the council as a check on executive authority. They argued that even well-intentioned actions must follow established protocols to ensure legitimacy and fairness.

Potential Implications and Consequences

The Mayor's unauthorized action has several potential implications for the town, both immediate and long-term.

Legal Consequences

If the mayor's actions are deemed to have exceeded their authority, any agreement signed could be considered invalid. The town may face legal challenges from council members, residents, or even Low Bid Contractor – Grizzly Underground itself if contractual obligations are unclear or contested.

Financial Implications

Should the preliminary commitments made by the mayor result in unanticipated costs, the town could be liable for expenses not previously budgeted or approved. This could strain the municipal budget and potentially require emergency appropriations.

Administrative Outcomes

The incident may prompt the Town Council to revise its procedures and clarify the scope of the mayor's executive powers. This could involve amendments to the municipal code, new checks and balances, or even a formal censure of the mayor.

Lessons Learned: Governance and Best Practices

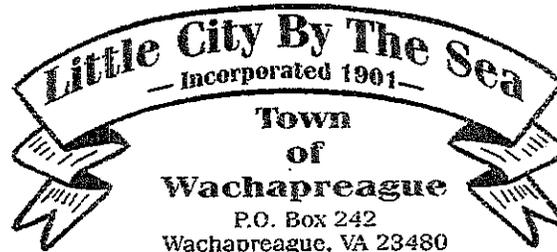
The situation in Wachapreague offers significant lessons for local governments everywhere:

- **Clear Delineation of Authority:** Municipal codes should unambiguously outline what actions require council authorization to avoid confusion and conflict.
- **Transparency and Communication:** Open communication between mayors, councils, and the public is essential for fostering trust and preventing misunderstandings.



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- **Responsive but Accountable Leadership:** While urgency may demand prompt action, such actions must be balanced with accountability to the governing body and the community.
- **Regular Training:** Ongoing education for public officials about their roles and limits can mitigate the risk of overreach or missteps.

Recommendations

In light of this incident, the following recommendations are proposed for Wachapreague:

Review and Update Municipal Codes: Make sure all processes for authorizing agreements with external entities like HRSD Utilities and Contractors performing work for the Town of Wachapreague are current and clearly documented.

- **Establish Protocols for Emergencies:** Develop specific language that allows for rapid response in emergencies; but with notification and ratification by the council as soon as practicable.
- **Enhance Public Engagement:** Include regular updates and opportunities for public input on infrastructure projects, especially those with significant long-term impact.
- **Document All Communications:** Ensure a formal record of communications between town leadership and external organizations, so the council and public can track progress and understand decision-making.

Conclusion

The episode surrounding the Town of Wachapreague/Low Bid Contractor-Grizzly Underground Phase 2 project is a telling example of how even well-intentioned actions can challenge the fundamentals of municipal governance. It underscores the importance of clear processes, transparent decision-making, and respect for collective authority within government. As Wachapreague moves forward, the town can use these lessons to refine its policies, strengthen its leadership, and build greater trust with its citizens, ensuring that future partnerships serve the best interests of all.

June 3 2025

Petition for Town of Wachapreague Council to consider:

6

~~subject~~

WINTERIZING PUBLIC RESTROOMS AT THE TOWN MARINA FOR YEAR-ROUND USE

NAME	SIGNATURE	Wachapreague Resident Y/N
Fred Leonard	[Signature]	N
Joe Alt	[Signature]	YES
Marionette Payne	[Signature]	NO / slipholder
Liz Joseph	[Signature]	yes - slipholder
Keith Neal	[Signature]	NO / slipholder
Lloyd Johnston	[Signature]	NO / 50 YRS. SLIP HOLDER
John Johnston	[Signature]	NO / slipholder
Brian Joyner	[Signature]	yes
A W Park	[Signature]	NO / YES
Rock Garsby	[Signature]	NO / YES
Ray Barnd	[Signature]	NO
Paul Lane	[Signature]	yes - slipholder
Arata Lane	[Signature]	yes - "
Tom Bissett	[Signature]	yes
DAN CRAIN	[Signature]	yes
Paul Sarge	[Signature]	yes - slipholder
Andrew Morey	[Signature]	No
Bill Savage	[Signature]	NO - slipholder
Alex Herbert	[Signature]	NO

Town of Wachapreague



From: Robert Bilicki <bobbilicki1@gmail.com>
Sent: Monday, July 28, 2025 12:03 PM
To: Charles Elliott; Town of Wachapreague
Cc: Aileen Joeckel; Craig Baker; Glenn Schagelin; Sandie Puchalski; Robert Hipple
Subject: Re: FW: Dredging Contractor Non-Performance Complaint

Charles,
What is the action plan, based on John's suggestion?
Thanks Bob

From: Charles Elliott <mayorofwachapreague@gmail.com>
Sent: Monday, July 28, 2025 11:11 AM
To: Town of Wachapreague <town@wachapreague.org>
Cc: Aileen Joeckel <aileenjoeckel@yahoo.com>; Bob Bilicki <bobbilicki1@gmail.com>; Craig Baker <craiglbaker@gmail.com>; Glenn Schagelin <schag.2484@gmail.com>; Sandie Puchalski <gypsymbaddress@msn.com>; Robert Hipple <robert.e.hipple.jr@gmail.com>
Subject: Re: FW: Dredging Contractor Non-Performance Complaint

Thank you John Joeckel,
Received, it looks like this has been attached to all council members.

Regards,
Mayor Elliott

On Mon, Jul 28, 2025 at 9:15 AM Town of Wachapreague <town@wachapreague.org> wrote:
Good Morning Mayor and Council,

Sharing.....

Susan Springer
Town Clerk
Town of Wachapreague
757-787-7117

From: John Joeckel <seaconsultllc@outlook.com>
Sent: Saturday, July 26, 2025 8:33 AM
To: Swallow, Jeffrey A (Jeff) CIV USARMY CENAO (USA) <jeffrey.a.swallow@usace.army.mil>
Cc: Peterman, Jennifer Erin (Jen) CIV USARMY CENAO (USA) <jennifer.e.peterman@usace.army.mil>; Mike Mason <mmason@co.accomack.va.us>; Kellen Singleton <ksingleton@esvaplan.org>
Subject: FW: Dredging Contractor Non-Performance Complaint
Importance: High

Thank you, Jeffery, for the attached response to my letter of 6/29/25.

However, I am very disappointed in the response1

You do not address my specific issues I presented in bullet fashion, specifically:

- Correct the failure of the contractor in nonperformance to the contract,
- Possible ACOE's project managerial oversight failure,
- Contractor's nonperformance for both waterways to be dredged the full length of each channel,
- Not meeting the design width and depth the full length of both congressionally designated waterways,
- A review of the contracting process that resulted in inadequate equipment for the job,
- Specific intentions to re-dredge both waterways appropriately, and
- Failure, to my knowledge, of ACOE not providing local jurisdictions information concerning these issues.

From your letter (I could go on beyond what is stated below but these points are examples)

- The AD shows that the contractor did not dredge the full length of the congressionally designated federal channels of either Wachapreague/Finney or Bradfords, please **specifically address** the eastern upper Bradford's Bay, shown on the AD from section 85-112 and the northern end of Wachapreague/Finney Creek from 05- past 10 up to past the turn to Burton's Bay to the old day marker 120. As Norfolk District specifically previously advised in writing, **"The contractor's dredge broke down before completing that section of the channel."**
- **"While the After Dredge (AD) survey identified a few isolated areas that did not reach the required depth of 6 (six) feet below MLLW, a required depth of 6 (six) feet below mean lower low water (MLLW), with one foot of advanced maintenance and one foot of allowable over depth, these were determined to be minor, would likely flatten out from natural processes, and did not warrant re-dredging."** the AD shows **Bradford's Bay has majority depths of 6'-6.6' locations, much less than the 6' +1' +1'. e.g the maximum contracted total 8'!** The channel width & depth was not achieved and your flattening out theory will not allow the design width & depth to be adequate for the next 6 or 7 years until the next dredge cycle, **if we get funding for that dredging cycle!** When was the last time Norfolk District accepted a contractor contract compliance using an extensive "flattening out" methodology in order to justify Corps acceptance of shoddy contractor work? So, **Norfolk District intentions are to do nothing and hope that flattening out will compensate for the contractor's shoddy work until the next dredging cycle .**
- **"..our contracting officer representatives (COR) conducted a thorough survey of the Contractor's proposed equipment and dredging plan and confirmed its ability to complete the required dredging."** Obviously, the contracted equipment was not

adequate thus my questioning of the equipment adequacy on day 1 upon its arrival **AS STATED IN MY LETTER**, and its actual performance and I suggested review of your contracting process in my letter.

- USCG is not the predominant user of these waterways, and they only have a short sighted view whereas those of us who have to fight for funding and use these waterways on almost a daily basis, take a much longer view, understanding the difficulties of getting federal monies for the next dredging cycle and the negative impact on our economy if we fail, USCG doesn't frankly concern themselves with our economy, versus our commercial & recreational local & out of state users"----*USCG confirmed that navigation in the channels remains unobstructed, and no complaints were received from local users, until receipt of your letter.*" USCG rarely if ever communicates with our local/out of state users. Unfortunately to my knowledge no Norfolk District employee has reached out to any local stakeholders either at the commencement of the project, during implementation, nor at the end, complete non-transparency. Local stakeholders didn't realize the project was ending only when they saw the contractor packing up to leave and started asking questions of the contractor about shoddy work and navigation issues and began complaining to Town Council. In the past ACOE conducted a preconference discussion with stakeholders, agreement of the project workplan, a project closing meeting/discussion with stakeholders. **No outreach occurred on this project by ACOE, which is a disappointment in itself, if it had, you would have received complaints. Such as below from Town Councils Meeting Minutes, please read!!**

NEW BIZ:

Dredging Operation- Bradford Bay. I spoke to the Project Manager demobilizing. I asked about a few questions, about Depth & Width Channel Marker to land (Bayview Ave) and the 3rd

Marker. "What is the width of the dredged channel? What is the Tide." I asked. His response was "The Corps of Engineers has

I then asked about the previous crew, since I knew from being in boats were stranded 10 yards from the Channel Marker, due to I only a depth of 2.5 - 3.0 feet. The PM volunteered the following the previous crew allowed the PVC Pipe to crimp 180' causing the did burn out and the crew waited several weeks for a replacement

After our March Meeting when our residents who are Sport Fisherman and Captain, commented on the shifting sand bars and the lack of attention that since been corrected per the US Coast Guards report.

My request is for the Town of Wachapreague to request from the Army (Bradford Bay Channel which will show the expected Depths and the Width that the Army Corps of Engineers submit the Inspection Report indicating compliant. We must hold this company accountable to safeguard Tourism. Those of you who are new to the Town may not recall that in up to the 1970s Charter Captains would fishing charters. Now because of the shifting tide shallow for big boats - If we don't have accountability then the small boats alternative places to fish, eat at the Island House and not stay at the Wachapreague

Who on Council will work with the Army Corp of Engineers to obtain a Channel that has been dredged as per the Contract Documents?

Regards,
John Joeckel
Wachapreague

From: Swallow, Jeffrey A (Jeff) CIV USARMY CENAO (USA) <Jeffrey.A.Swallow@usace.army.mil>
Sent: Friday, July 25, 2025 7:08 AM
To: seaconsultllc@outlook.com
Cc: Peterman, Jennifer Erin (Jen) CIV USARMY CENAO (USA) <Jennifer.E.Peterman@usace.army.mil>
Subject: RE: Dredging Contractor Non-Performance Complaint

Mr. Joeckel,

Thank you for your letter dated June 29, 2025, regarding your concerns about the 2024-2025 Wachapreague/Finney Creek & Bradford's Bay Dredging: Inadequate Performance. We have carefully reviewed your correspondence, and our detailed reply is enclosed as a PDF attachment. Should you have any further questions after reviewing the attached letter, please do not hesitate to contact us.

Sincerely,

Jeff Swallow, GISP
Deputy Chief, Operations Branch
USACE Norfolk District
C: 757-805-1335
O: 757-201-7213

From: John Joeckel <seaconsultllc@outlook.com>
Sent: Sunday, June 29, 2025 10:32 AM
To: 'Sonny.B.Avichal@usace.army.mil' <Sonny.B.Avichal@usace.army.mil>
Subject: FW: Dredging Contractor Non-Performance Complaint
Importance: High

Email correction. Resent message.

From: John Joeckel <seaconsultllc@outlook.com>
Sent: Sunday, June 29, 2025 10:29 AM
To: Sonny. B. <Avichal@usace.army.mil>
Cc: Mike Mason <mmason@co.accomack.va.us>; Charles Elliott <mayorofwachapreague@gmail.com>; Kellen Singleton <ksingleton@esvaplan.org>
Subject: Dredging Contractor Non-Performance Complaint
Importance: High

Good Morning Colonel Avichal,

Please find attached a complaint I am filing concerning non-performance of the dredging contractor in completing the joint dredging projects of the Eastern Shore Waterways, Bradford's Bay and Wachapreague/Finney Creek.

Respectfully Submitted,
John Joeckel



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NORFOLK DISTRICT FORT NORFOLK
803 FRONT STREET NORFOLK VA 23510-1011

July 17, 2025

Mr. John Joeckel Wachapreague,
Virginia
seaconsultllc@outlook.com

Dear Mr. Joeckel:

Thank you for your letter dated June 29, 2025, expressing your concerns regarding the Contractor's performance on the Bradford Bay to Finney Creek Maintenance Dredging contract administered by the U.S. Army Corps of Engineers, Norfolk District between May 13, 2024, and May 4, 2025.

The Norfolk District received \$4.9M in FY23 appropriations for the Waterway on the Coast of Virginia (WCV), Federal Navigation Project. This funding was designated to support the development of plans and specifications, environmental coordination, and contract award for maintenance dredging on certain shoals within the WCV, specifically Bradford Bay to Finney Creek and Lewis Creek. The Lewis Creek project will be combined with the Chincoteague Inlet Maintenance Dredging project, which is expected to be awarded in fiscal year 2027.

On March 28, 2024, contract W91236-24-C-5003 for Bradford Bay to Finney Creek Maintenance Dredging, Accomack, VA, was awarded to Next Generation Logistics, LLC (NGL), a small business, for \$1,686,025.00. The work involved maintenance dredging a portion of Wachapreague/Finney Creek Channel from Station 14+40 to 24+00 and a portion of Bradford Bay Channel from station 20+90 to 78+00, to a required depth of 6 (six) feet below mean lower low water (MLLW), with one foot of advanced maintenance and one foot of allowable overdepth. The contract was modified on September 27, 2024, due to the discovery of additional shoaling beyond the initial estimates, to increase the volume from 45,900 cubic yards to 72,341 cubic yards, thereby increasing the contract cost to \$2,340,439.75 and the period of performance. The Wachapreague/Finney Creek Channel dredging portion was increased to stations - 01+00 to 24+00 to cover increased areas of shoaling. Notice to Proceed (NTP) was issued on May 13, 2024, for NGL to mobilize to the project site. After the NTP was issued, our contracting officer representatives (COR) conducted a thorough survey of the Contractor's proposed equipment and dredging plan and confirmed its ability to complete the required dredging.

NGL arrived on the project site June 24, 2024, to set up equipment, the dredge, and pipeline to begin dredging operations. Once NGL had assembled their equipment, the Project Delivery Team (PDT) met with NGL every Monday for safety inspections and progress updates. The project was divided into two acceptance sections (AS) to ensure progress was tracked, measured, and accepted by the District. Dredging commenced for AS 2 – Lower Bradford Bay September 30, 2024, on station 78+00 and finished January 29, 2025, on station 20+90. Dredging commenced for AS 1 – Upper Bradford Bay January 29, 2025, on station 24+00 and finished May 4, 2025, on station -01+00.

NGL experienced staffing challenges, equipment breakdowns, and maintenance needs during project execution. Along with our weekly meetings with the contractor, other contractual mechanisms were utilized to ensure and promote NGL's performance. Along with our weekly meetings with the contractor, other contractual mechanisms were utilized to ensure and promote NGL's performance. NGL continued to experience equipment reliability and maintenance issues despite these communications until project completion on May 30, 2025. The contractor's performance and execution of the contract will be thoroughly evaluated through the Contractor Performance Assessment Reports (CPARS) tool.

While the After Dredge (AD) survey identified a few isolated areas that did not reach the required depth of 6 (six) feet below MLLW, these were determined to be minor, would likely flatten out from natural processes, and did not warrant re-dredging. An eHydro depiction of the After Dredge survey can be found on the Norfolk District's Hydrographic Surveys site via this direct link:

<https://ehydroprod.blob.core.usgovcloudapi.net/ehydro-surveyspdf/CENAO/CENAO DIS WC 50 BFC 20250227 AD.PDF>

On July 2, 2025, the District spoke with Officer Monroe at the Coast Guard Station Wachapreague, who confirmed that navigation in the channels remains unobstructed, and no complaints were received from local users, until receipt of your letter.

As a next step, the Norfolk District will conduct a hydrographic condition survey to assess the condition of the entire channel. This survey is scheduled for October 2025, subject to resource availability. Once the survey data has been collected, mapped, and approved for release, a copy will be sent to your email and published to the Hydrographic Survey site hosted on our Norfolk District website.

Thank you for your continued advocacy for shallow-draft projects on the Eastern Shore of Virginia. Please contact Ms. Jennifer Peterman of my staff for any additional questions. She can be reached at jennifer.e.peterman@usace.army.mil, or phone number (757) 201-7127.

Respectfully,

FUNKHOUSER.ANTHON Digitally signed by FUNKHOUSER.ANTHON.CHARLES.10
Y.CHARLES.1049342876 49342876Date: 2025.07.24 11:48:02 -04'00'

ANTHONY C. FUNKHOUSER, PMP
LTC, EN
Commanding