



January 24, 2014

TO: SMITHFIELD TOWN COUNCIL

**FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER**

**SUBJECT: JANUARY 2014 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD
CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

MONDAY, January 27th, 2014

Approximately 4:00 P.M.

Police Members: Tynes (CH), Chapman, Gregory

1. Public Comment
2. Operational Updates
- TAB # 1** 3. Request to Enforce Parking Ordinance in Smithfield Plaza and Smithfield Square Shopping Centers
- TAB # 2** 4. Appointment/Reappointment of Community Help In Progress Steering Committee
- TAB # 3** 5. Emergency Communications Center Bylaws Amendment

Immediately following the conclusion of the above meeting:

Water and Sewer Members: Gregory (CH), Smith, Tynes

1. Public Comment
2. Amend Ordinance on Utility Connections
- TAB # 4** 3. Memorandum of Agreement with Hampton Roads Sanitation District (Consent Order)

Immediately following the conclusion of the above meeting:

Finance Members: Pack (CH), Gregory, Cook

1. Public Comment
2. December Financial Statements and Graphs (forthcoming)
- TAB # 5** 3. December Cash Balances
- TAB # 6** 4. Invoices Over \$10,000 Requiring Council's Authorization
 - a. Luter Family YMCA (budgeted contribution) \$ 50,000.00
 - b. Isle of Wight – Tourism \$104,988.00
 - c. Isle of Wight – E911 Dispatch \$ 50,762.50
 - d. US Bancorp (RO Plant & Water) \$ 84,150.83

e.	Caldwell Tanks (Quarterly Invoice)	\$ 25,468.32
f.	Draper Aden Associates	\$ 37,984.00
g.	SVFD (budgeted contribution)	\$ 10,000.00

TUESDAY, January 28th, 2014

4:00 p.m. Parks & Recreation **Members: Chapman (CH), Pack, Tynes**

- TAB # 7** 1. Public Comment
- TAB # 8** 2. Operational Update - Parks and Recreation Committee Report
- 3. Mission Statement for Town Parks

Immediately following the conclusion of the above meeting:

Public Works **Members: Smith (CH), Cook, Tynes**

- TAB # 9** 1. Public Comment
- 2. Accept Cypress Creek Subdivision Agreement

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare **Members: Cook (CH), Chapman, Smith**

- TAB # 10** 1. Public Comment
- 2. Pinewood Heights Phase II Update
- 3. Expiration of Negotiation period for 2011 Windsor Castle RFP

***** Additional Item Not Listed on Committee but will be on Council's December 3rd Agenda*****

- Approval of January 7th Town Council Minutes
 - Proclamation – Black History Month
-

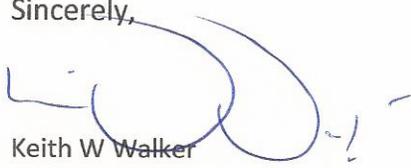
January 15, 2014

Colonel Steven G. Bowman
Chief of Police
Town of Smithfield
913 South Church Street
Smithfield, Virginia 23430

Dear Chief Bowman:

On behalf of Cedar Realty Trust, I request that the Town of Smithfield Police Department enforce the ordinances related to parking on our shopping center parking lot located at 1282 Smithfield Plaza, Smithfield, VA 23430. I further certify that I am a lawful agent of the property management group that owns and manages said property and am authorized, as agent of the property to convey this authorization. This authorization is effective this date and remains in effect until revoked in writing by this corporate entity.

Sincerely,



Keith W Walker
Asset Manager
As Agent



January 15, 2014

Mr. Peter Stephenson, AICP, ICMA-CM
Town Manager
Town of Smithfield
911 South Church Street
Smithfield, Virginia 23430

Dear Mr. Stephenson:

On behalf of Cedar Realty Trust, I respectfully petition the Town Council of the Town of Smithfield, Virginia to enforce the provisions of Town parking ordinances on private property owned by Cedar Realty Trust, specifically 1282 Smithfield Plaza, Smithfield, VA 23430. I thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Keith W. Walker', with a stylized flourish at the end.

Keith W. Walker
Asset Manager
As Agent



S.L. NUSBAUM Realty Co.

*Commitment. Integrity.
And Excellence*

Since 1906.

January 10, 2014

Colonel Steven G. Bowman
Chief of Police
Town of Smithfield
913 South Church Street
Smithfield, Virginia 23430

Dear Chief Bowman:

On behalf of S.L. Nusbaum Realty Co. and the owners of Smithfield Square Shopping Center, I request that the Town of Smithfield Police Department enforce the ordinances related to parking on our shopping center parking lot located within the Town of Smithfield. I further certify that I am a lawful agent of the property management group that owns and manages said property and am authorized, as a corporate agent of the property, to convey this authorization. This authorization is effective this date and remains in effect until revoked in writing by this corporate entity.

Sincerely,

Robert M. Stanton, CSM, CPM
Senior Vice President
Director of Shopping Center Management



S.L. NUSBAUM Realty Co.

*Commitment. Integrity.
And Excellence*

Since 1906.

January 10, 2014

Mr. Peter Stephenson, AICP, ICMA-CM
Town Manager
Town of Smithfield
911 South Church Street
Smithfield, Virginia 23430

Dear Mr. Stephenson:

On behalf of S.L. Nusbaum Realty Co. and the owners of Smithfield Square Shopping Center, I respectfully petition the Town Council of the Town of Smithfield, Virginia to enforce the provisions of Town parking ordinances on our private property . I thank you for your consideration in this matter.

Sincerely,

Robert M. Stanton, CSM, CPM
Senior Vice President
Director of Shopping Center Management



TOWN OF SMITHFIELD

"The Ham Capital of the World"

January 24, 2014

TO: Police Committee

FROM: Community Help in Progress Program (CHIP)

RE: CHIP Steering Committee Appointment/Reappointment

The CHIP Steering Committee recommends the reappointment of the following persons for another term expiring on February 28th, 2015.

Denise N. Tynes
Dawson Moody
Rev. Perry Moss
Chief Steven Bowman
Francine Holloman
Julie Brown Woodland
Betty Entsminger

This committee appointment is approved by Town Council on an annual basis.

TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 6

EMERGENCY COMMUNICATIONS CENTER BYLAWS

ARTICLE I.

CREATION

SECTION 1. Agreement. By the Memorandum of Understanding adopted by the Isle of Wight County Board of Supervisors, the Smithfield Town Council, the Windsor Town Council and the Sheriff of Isle of Wight County on April 19, 2012, the Emergency Communications Center was created for the purpose of performing dispatch functions for the County's and Towns' law enforcement, fire, rescue, and emergency personnel under an Enhanced 911 emergency telephone system.

SECTION 2. Definitions. As used in this document, the following terms shall have the following meanings:

- A. "Agreement" means the Memorandum of Understanding adopted by the Isle of Wight County Board of Supervisors, the Smithfield Town Council, the Windsor Town Council and the Sheriff of Isle of Wight County that established the Emergency Communications Center.
- B. "Board" means the Board of Directors of the Emergency Communications Center.
- C. "Center" means the Emergency Communications Center.
- D. "Fiscal Year" means the one-year period beginning July 1st and ending the following June 30th.
- E. "Governing Bodies" means the Isle of Wight County Board of Supervisors, the Smithfield Town Council, and the Windsor Town Council.

ARTICLE II.

BOARD OF DIRECTORS

SECTION 1. Membership. The Emergency Communications Center shall be governed by a Board of Directors composed of eight (8) members. The members specifically shall be the County Administrator, the Smithfield Town Manager, the Windsor Town Manager, the Sheriff, the Smithfield Police Chief, the Windsor Police Chief, the Chief of Emergency Services, and the duly appointed representative of the Volunteer Fire and Rescue Association. Members shall incur no individual liability for actions taken in good faith by them as members of the Board.

SECTION 2. Responsibilities. The Board shall be responsible for the following:

- A. The faithful execution of the terms of the Agreement between the Governing Bodies and the Sheriff for the establishment of the Center.
- B. The establishment of operating policies and procedures for the Center.
- C. The selection and supervision of the Communications Manager to include all personnel actions and related recommendations such as discipline, performance evaluations, etc.
- D. Submission to the Governing Bodies of an annual operating budget for the Center that shall be created in accordance with the County's Capital and Operating Budget cycles.
- E. Submission of an Annual Report to the Governing Bodies on the activities of the Center that shall be created at the end of each calendar year.
- F. Submission of an audit of the Center's financial records at the end of each fiscal year to the Governing Bodies.

ARTICLE III.

OFFICERS AND DUTIES

SECTION 1. Officers. The Officers of the Board shall consist of a Chairman and a Vice-Chairman. In addition, the Board shall select the Communications Manager.

SECTION 2. Election and Term of Office. At an annual meeting held in June, the Board shall elect a Chairman and a Vice-Chairman for the succeeding fiscal year. The Chairman and Vice-Chairman shall serve for one-year terms or until their successors are elected, and they may be reelected.

SECTION 3. Chairman. The duties of the Chairman shall be to preside at all meetings, maintain the orderly conduct thereof, and rule on all parliamentary matters. He shall act as official spokesman for the Board and sign all documents authorized by the Board. He shall have an official vote in all deliberations of the Board.

SECTION 4. Vice-Chairman. The Vice-Chairman shall act in the place of the Chairman in his absence or at his request. In the event of the death or resignation of the Chairman, the Vice-Chairman shall serve in that position until the Board elects a successor.

SECTION 5. Communications Manager. The Board of Directors shall employ a full-time Communications Manager. The Communications Manager shall not have a vote on any matter before the Board. The Communications Manager shall:

- A. Perform all administrative and technical functions necessary to carry out the policies of the Board and carry out the mission of the Center.

- B. Be responsible for hiring and supervising the staff of the Center in accordance with the County Personnel Policies and/or other internal policies that may be prescribed by the Board so long as they do not conflict with existing County Personnel Policies.
- C. Act as recorder for the Board, to prepare agendas and minutes of all Board meetings and maintain all official records of the Center.
- D. Maintain liaison with the emergency services providers in the County and Towns and with appropriate regional, state and federal officials.
- E. Represent the Center at all appropriate meetings and functions.
- F. Maintain liaison with the news media on Center activities.
- G. Carry out financial management of the Center's accounts, including preparation of an annual operating budget for submission to the Board and inclusion of the Center's accounts in the annual County audit.
- H. Prepare an annual report for submission to the Board.
- I. Carry out other duties as assigned by the Board.

ARTICLE IV.

MEETINGS

SECTION 1. Frequency. The Board of Directors shall meet as often as necessary and no less frequently than once per quarter. Meetings other than regular quarterly meetings may be called by the Chairman or any three (3) Board members. Quarterly meetings will be scheduled for 10:00AM on the second Monday of the following months; March, June, September and December. If the second Monday is a holiday, the meeting will revert to the third Monday of said month. Location to be announced prior to each meeting.

SECTION 2. Quorum. A quorum shall consist of five (5) members present.

SECTION 3. Rules of Procedure. All meetings of the Board shall be conducted to the most recent edition of Robert's Rules of Order.

ARTICLE V.

AMENDMENT OF BYLAWS

SECTION 1. Procedure. Except as otherwise required by law, these Bylaws may be amended, in whole or in part, at any meeting of the Board of Directors, provided that notice of any proposed amendment is provided to each member at least one (1) month in advance. All such amendments will require affirmative approval by all governing bodies of the County of Isle of Wight, and the Towns of Smithfield and Windsor.

SECTION 2. Primacy of the Agreement. In the event of any conflict between the Agreement and these Bylaws, the Agreement shall prevail.

SIGNATURES OF AUTHORIZED AGENTS

Isle of Wight County:

Clerk, Board of Supervisors

Chairman, Board of Supervisors Date

Approved as to Form:

County Attorney

Town of Smithfield:

Clerk, Town Council

Mayor, Town Council Date

Approved as to Form:

Town Attorney

Town of Windsor:

Clerk, Town Council

Mayor, Town Council Date

Approved as to Form:

Town Attorney

Isle of Wight County Sheriff

Sheriff

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into on this ___ day of February, 2014, by and among the Hampton Roads Sanitation District (“HRSD”); and the cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; and the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority (each a “Locality” and collectively, the “Localities”).

WHEREAS, HRSD provides wastewater transmission and treatment services for the Localities;

WHEREAS, the Localities individually own and operate sanitary sewer collection systems, which collect sewage within their individual jurisdictional boundaries and deliver it to the HRSD sewer system for conveyance and treatment;

WHEREAS, to address regional wet weather sewer capacity requirements, on February 23, 2010, HRSD, the Virginia Department of Environmental Quality and the United States Environmental Protection Agency entered into a Federal Consent Decree;

WHEREAS, the Federal Consent Decree requires, among other things, that HRSD work in consultation with the Localities to develop a Regional Wet Weather Management Plan (“RWWMP”) that will ensure adequate wet weather sewer capacity in HRSD’s portion of the regional sewer system;

WHEREAS, on June 25, 2012, HRSD, the Localities (excluding Norfolk), and the Commonwealth of Virginia executed an Amendment to the September 26, 2007 Special Order By Consent that requires the Localities (excluding Norfolk) and HRSD to, among other things, develop a RWWMP identical to the plan called for in the Federal Consent Decree;

WHEREAS, on March 17, 2005, HRSD, Norfolk and the Commonwealth of Virginia executed a second phase to the December 17, 2001 Special Order by Consent (collectively, the “Norfolk/HRSD Consent Orders”) that required HRSD and Norfolk, to among other things, address wet weather issues in the City of Norfolk with a Long Term Control Plan requiring a minimum annual investment in sewer infrastructure;

WHEREAS, pursuant to the Norfolk/HRSD Consent Orders, the City of Norfolk has made significant financial investments of over \$100 million, though additional capacity-related investments in the Norfolk sewer system are expected as part of further implementation of the Norfolk/HRSD Consent Order (the “Norfolk/HRSD Consent Order Capacity Projects”);

WHEREAS, substantial additional wet weather capacity-related investments in the Norfolk sewer system will still be required to achieve the regional wet weather management capacity requirements in the approved RWWMP (the “Norfolk System RWWMP Projects”);

WHEREAS, during the ongoing planning for the RWWMP, HRSD and the Localities conducted a study to determine if HRSD ownership of the Localities' sewer systems would provide significant capital and operational cost savings to the region's ratepayers under the RWWMP;

WHEREAS, the regional study was completed in the summer of 2013 and estimated that HRSD ownership of the regional sewers could potentially save the overall region's ratepayers more than one billion dollars over a 30-year period in capital and operation/maintenance costs as compared to a scenario where HRSD and the Localities independently seek to address wet weather capacity needs, although the amount of savings varied significantly among the Localities;

WHEREAS, full regionalization of the Localities' sewer systems is unlikely at this time for a variety of reasons;

WHEREAS, a significant portion of the estimated savings from full regionalization can still be obtained for the benefit of the region's ratepayers if HRSD agrees to take sole responsibility for financing and implementing the approved RWWMP across the entire regional sewer system; and

WHEREAS, if HRSD assumes sole responsibility for funding and implementing the approved RWWMP, HRSD will have to raise its regional rates in order to fund the cost of the approved RWWMP, and each Locality which is a party hereto acknowledges that such rate increases will be necessary in order to achieve the more affordable and cost-effective RWWMP (which each Locality will have the opportunity to provide input into and to challenge if it believes the RWWMP is not an affordable and cost-effective approach);

NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations contained herein, HRSD and the Localities do hereby enter into this Agreement for the purpose of defining the roles, responsibilities, and obligations of HRSD and the Localities for the development, financing, and implementation of the RWWMP and the assurance of adequate wet weather sewer capacity in the Regional Sanitary Sewer System in the future.

A. DEFINITIONS

"2007 MOA" means the Memorandum of Agreement dated June 28, 2007, by and among HRSD; the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority.

"Board" means the State Water Control Board, a permanent citizens body of the Commonwealth of Virginia as described in Virginia Code §§ 62.1-44.7 and 10.1-1184.

"DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Virginia Code §10.1-1183.

“EPA” means the United States Environmental Protection Agency.

“Federal Consent Decree” means the Amended Consent Decree filed in the United States District Court for the Eastern District of Virginia on February 23, 2010 (Civil Action No. 2:09cv-481), and any subsequent amendments thereto.

“Party” or “Parties” means one or more signatories to this Agreement.

“Regional Sanitary Sewer System” means the collective sanitary sewer systems owned and operated by HRSD and the Localities, including gravity sewer lines, manholes, pump stations, lift stations, pressure reducing stations, force mains, wastewater treatment plants, and all associated appurtenances.

“Special Order By Consent” means the special order by consent dated September 26, 2007, and any subsequent amendments thereto, by and among the Board and HRSD; the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority.

“Significant Defect” means a physical condition in the sanitary sewer system owned or operated by a Locality, including: (i) existing or imminent structural failures, cave-ins, and similar defects and (ii) significant sources of inflow and infiltration (including but not limited to missing and/or damaged public clean-outs, missing manhole inserts, direct storm water connections, and unsealed manhole pipe penetrations).

“Warranties” means any warranties and/or rights under bonds or similar instruments securing or assuring the quality, adequacy or timeliness of the design, materials, installation or construction of any improvements conveyed by HRSD to a Locality as contemplated in this Agreement.

B. ROLES AND RESPONSIBILITIES

1. HRSD agrees to:

a. In consultation with the Localities develop a reasonably affordable and cost-effective RWWMP, including the Norfolk System RWWMP Projects, in accordance with this Agreement and Paragraph 10 of the Federal Consent Decree, to achieve the wet weather capacity requirements of the Federal Consent Decree for the affected portions of the Regional Sanitary Sewer System including the Norfolk sewer system;

b. Implement the approved RWWMP in accordance with the approved RWWMP long-term schedule;

c. Design and construct all RWWMP projects in accordance with HRSD Standards and Preferences, the applicable portions of the Hampton Roads Planning District

Commission Regional Construction Standards, and Locality preferences, policies, or guidelines with respect to operation and maintenance issues where such preferences, policies, or guidelines have been established and are broadly applied by the Locality;

d. Fully fund implementation of the RWWMP regardless of asset ownership through a regional HRSD rate applied equally across all HRSD accounts in the Localities;

e. Upon full implementation of the applicable RWWMP facilities for each HRSD treatment plant service area and the successful completion of the Post-RWWMP Performance Assessment for that service area, HRSD shall be responsible for ensuring and maintaining adequate wet weather capacity for those portions of the Regional Sanitary Sewer System in that service area, whether owned or operated by HRSD or a Locality, up to the applicable capacity level defined in the approved RWWMP;

f. Maintain a flow monitoring program in accordance with the Federal Consent Decree;

g. Investigate, in cooperation with affected Localities, any sanitary sewer overflow where system capacity is reasonably suspected of being a contributing cause or the sole cause of such overflow to determine the actual cause or causes (in support of such inquiry, HRSD shall make available to Localities in a timely manner, upon request, any potentially relevant information it may have) and the appropriate response;

h. Provide to the applicable Locality complete copies of record drawings of improvements constructed by HRSD within that Locality pursuant to the RWWMP within thirty (30) days of completion or amendment of such drawings;

i. Convey to each Locality improvements which HRSD may install or construct pursuant to the approved RWWMP, for addition or modification to the Locality's sewer system;

j. Negotiate and obtain customary commercial Warranties for pavement and other project improvements in Locality systems and enforce such Warranties during warranty periods as necessary, provided that following such warranty period, any assets conveyed to a Locality are the sole responsibility of such Locality;

k. Make available to the Localities information HRSD uses in the development and implementation of the RWWMP and any other relevant information HRSD may have;

l. Comply with applicable Locality ordinances and other laws and regulations in the planning, design, and implementation of the RWWMP;

m. Assume regulatory liability for wet weather overflows occurring upon completion of the RWWMP implementation(including the Post RWWMP Implementation

Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows;

n. Reimburse, to the extent permitted by law, any Locality for reasonable claims paid to any third-party resulting from wet weather overflows occurring upon completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows, provided that HRSD retains the right to assert governmental immunity as allowed by law if HRSD determines a claim is unreasonable or due to causes beyond HRSD's control;

o. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule;

p. Issue in a timely manner and in accordance with established processes any approvals, and timely execute any documents, necessary for implementation by a Locality of improvements or management, operations or maintenance measures as required by the RWWMP or contemplated by the Special Order by Consent, and not unreasonably withhold, condition or delay such approvals or execution of documents;

q. Support the modification of the Special Order by Consent between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

r. Consult with the Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

s. Cooperate with Localities when requested to incorporate other locally funded infrastructure improvements as part of any RWWMP project, provided that HRSD can do so consistent with the approved RWWMP schedule and HRSD's project-related costs do not increase by more than ten percent (10%) (a Locality may pay any amount of additional HRSD cost above the 10% threshold in order to satisfy this condition).

2. Each Locality agrees to:

a. Maintain and operate Locality-owned collection system assets and any improvements constructed by HRSD in Locality-owned assets as part of the RWWMP. This obligation shall be performed in accordance with any approved Management, Operations, and Maintenance program and industry accepted practices relating to sewer inspection, Sewer System Evaluation Survey work and repair of Significant Defects (not scheduled to be addressed by the RWWMP within a reasonable period of time but excluding those for which HRSD is responsible under Section B.1.j above);

b. Provide full access to data, information and Locality-owned assets necessary for timely and cost-effective development of the RWWMP. This includes, but is not

limited to, flow monitoring data, calibrated hydrologic models, long-term simulations, SSES data and results, Rehabilitation Plans and Preliminary Capacity Assessments including hydraulic models and related calculations;

c. Maintain and calibrate the existing locality-owned flow monitoring equipment (previously required by the Regional Technical Standards) and provide data at regular intervals in a mutually acceptable form, throughout the development of the RWWMP;

d. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule, subject to appropriation, provided that in the event adequate resources are not appropriated, HRSD shall be relieved of its obligations under Section B.1.a with respect to consultation with the Localities and Section B.1.q of this Agreement;

e. Timely issue any Locality administrative permits in accordance with established processes and, subject to applicable law, timely execute any documents, as necessary for implementation of RWWMP-related improvements in that Locality, and not unreasonably withhold, condition or delay such permits or execution of documents;

f. Accommodate reasonable contractor requests for standard work hours and maintenance of traffic in accordance with existing Locality policies during implementation of RWWMP improvements within the Locality;

g. Support the modification of the September 26, 2007 Special Order by Consent, as amended, between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

h. Upon HRSD's request, provide a written letter of support for a modification of HRSD's Federal Consent Decree to establish HRSD's responsibilities consistent with this Agreement;

i. Cooperate with HRSD and the other Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

j. Provide timely notice of and investigate, in cooperation with HRSD, all capacity-related sanitary sewer overflows.

C. REMEDIES AND RESERVATIONS OF RIGHTS

1. If any Party shall fail to perform or observe any of the material terms, conditions, or provisions of this Agreement applicable to it, and said failure is not rectified or cured within thirty (30) days after receipt of written notice thereof from another Party, then the defaulting Party shall be deemed in breach of this Agreement; provided, however, that no Party shall have a right to issue a notice of default pursuant to this Section C.1 until the dispute resolution procedures set forth in Section C.2 below have been exhausted. The Parties agree that, in the

event of a material breach of this Agreement, a non-defaulting Party, which is or would be harmed by the breach, may seek injunctive relief or specific performance of the defaulting Party's obligations without the requirement to post a bond. The Parties acknowledge that each Party's performance of its material obligations is valuable and unique and that, for purposes of allowing the non-defaulting Party to seek injunctive relief, the failure of a Party to perform its material obligations hereunder may result in irreparable injury to the other Parties. Nothing in this Agreement shall be deemed to modify, alter, or otherwise affect such other rights and remedies as may be available to the Parties under applicable law or equity.

2. If any dispute arises with respect to the alleged failure of any Party to perform or observe any of the material terms, conditions, or provisions of this Agreement applicable to it, as a condition precedent to instituting a formal action in a court with competent jurisdiction, the parties shall first attempt to resolve the dispute through the dispute resolution procedures contained in this Section C.2. A Party may initiate the dispute resolution procedures of this Section C.2 by providing to the other Parties to the dispute written notice of the existence and nature of the dispute. Within thirty (30) days of such notice, the Parties to the dispute shall meet and attempt in good faith to resolve the dispute. Upon the request of any Party to the dispute, the Parties to the dispute shall participate in non-binding mediation. The mediator shall be selected by mutual agreement of the Parties to the dispute, and the cost of the mediator shall be shared equally by those Parties engaged in the mediation. If the dispute cannot be resolved within sixty (60) days after receipt of written notice of the dispute or any reasonable extension as may be mutually agreed upon by the Parties, then any Party to the dispute may elect to end dispute resolution by providing written notice of such election to the other Parties to the dispute, in which case the dispute resolution procedures shall be deemed to have been exhausted. The dispute resolution procedures may also be deemed exhausted by written agreement of all the Parties to the dispute.

3. Nothing herein shall be construed as or otherwise constitute a waiver or release by any Party of any right, power, immunity, or standing of that Party that may exist pursuant to applicable law or regulation, including, without limitation, such right or standing to appeal or seek review of any case decision or other reviewable determination of the Board, DEQ, EPA, a Court having jurisdiction over the dispute, or any other agency or governmental body related to the matters addressed in this Agreement, the Federal Consent Decree, or the Special Order By Consent.

D. MISCELLANEOUS

1. Amendments to Agreement. Amendments to this Agreement must be in writing and signed by all the Parties.

2. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, including the 2007 MOA.

3. Severability. If any provision of this Agreement is found to be unenforceable, the

remainder of this Agreement shall remain in full force and effect.

4. Authority. The Parties represent that they have the authority to enter into this Agreement and that the individuals signing this Agreement on their behalf have the requisite power and authority to bind the Parties to its terms and conditions. This Agreement shall apply to, and be binding upon the Parties, their elected officials, officers, agents, employees, successors, and assigns.

5. Reservation. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or otherwise affect the authority, rights, or responsibilities of the Parties.

6. Notices and Written Communications. All notices and written communication pursuant to this Agreement shall be submitted to the recipients listed in Attachment A. A Party may change its designated notice recipient by so informing all other Parties in writing.

7. Effective Date. This Agreement shall be effective and binding upon its execution by all Parties and shall continue in effect until terminated in accordance with Section D.11.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws and rules thereof.

9. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; strikes; war or terrorism; the actions of a third party; the actions of another Party; lockouts; or other events not reasonably within the control of the Party claiming force majeure. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Parties prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

11. Termination. This Agreement shall terminate (a) if the Motion to Amend the Federal Consent Decree contemplated herein is either not filed with the Court by May 31, 2014 or is filed but denied by the Court; (b) if the Federal Consent Decree is not amended as contemplated herein by August 31, 2014; (c) if the State Special Order by Consent is not, by December 31, 2014, either (1) rescinded in its entirety or (2) amended to relieve the Localities of any obligation to develop, fund, and implement the Regional Wet Weather Management Plan; or (d) upon the written agreement of all Parties. If this Agreement is terminated for any reason,

except upon the agreement of HRSD, then HRSD reserves the right to assert a force majeure under the Federal Consent Decree.

12. Not for Benefit of Third Parties. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third party.

13. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall, to the maximum extent permitted by law, be binding on the Parties and their successors and assigns.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the dates next to their respective signatures as shown below.

**(ELECTRONIC SIGNATURES OF ALL PARTIES TO THE AGREEMENT
WILL BE CONSOLIDATED ON THIS PAGE IN THE FINAL DOCUMENT)**

LIST OF SIGNATORIES

CITY OF CHESAPEAKE

GLOUCESTER COUNTY

CITY OF HAMPTON

ISLE OF WIGHT COUNTY

JAMES CITY COUNTY

CITY OF NEWPORT NEWS

CITY OF NORFOLK

CITY OF POQUOSON

CITY OF PORTSMOUTH

CITY OF SUFFOLK

CITY OF VIRGINIA BEACH

CITY OF WILLIAMSBURG

YORK COUNTY

TOWN OF SMITHFIELD

HAMPTON ROADS SANITATION DISTRICT

This listing of participants is followed by the signature page to be completed by each party.

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: _____

Date: _____

Locality: _____

Date: _____

Attest: _____

ATTACHMENT A

List of Individuals to Receive Notices Pursuant to Paragraph D.6:

[List Notice Parties]

Memorandum

To: Peter M. Stephenson
Town Manger
Town of Smithfield, Virginia

From: Andrew M. Snyder, P.E., Senior Regional Program Manager
Draper Aden Associates

Date: January 10, 2014

Subject: Special Order By Consent / Hybrid Regionalization Approach
Analysis and Recommendations

William T, Hopkins, III
Director of Planning, Engineering and Public Works
Town of Smithfield Virginia

cc: Scott A. Schiller, P.E., Utilities Division Manger
Draper Aden and Associates

BACKGROUND

In the Fall of 2007, a Special Order By Consent (SOBC) was issued by the Virginia Department of Environmental Quality (DEQ) to 13 Hampton Roads localities that set forth a multitude of requirements for the elimination of sanitary sewer overflows (SSO's) and abatement of excessive sewer system infiltration and inflow (I/I). In June 2012, the SOBC was amended to require both the Hampton Roads Sanitation District (HRSD) and the Hampton Roads localities to jointly develop a Regional Wet Weather Management Plan (RWWMP). Since that time, there have been substantial efforts made by the Hampton Roads localities and HRSD to fashion a unified basis to meet the SOBC requirements.

REGIONALIZATION OF AREA WIDE SEWER SYSTEM INFRASTRUCTURE

As part of these efforts, a compliance concept was developed involving the regionalization of all Hampton Roads sewer system assets (including the City of Norfolk assets) under the umbrella of the Hampton Roads Sanitation District. The primary basis for the regionalization concept was the potential to effect substantial savings to Hampton Roads area rate payers by means of establishing a regional capital construction program to meet SOBC requirements in lieu of individual locality capital construction programs. In February of 2013, a study effort was initiated under the auspices of the Hampton Roads Regional Planning District Commission (HRPDC) to investigate the regionalization concept. The HRPDC study was completed in August of 2013 and concluded that regionalization of area wide sewer system assets could potentially result in a collective savings of up to one billion dollars to Hampton Roads area rate payers. Although the study confirmed that SOBC capital construction costs could be substantially reduced under a regionalized sewer system, significant administrative policy and economic concerns were considered as insurmountable issues by localities and the regionalization initiative was rejected.

MODIFIED SOBC COMPLIANCE APPROACH

The regionalization effort, however, did identify a regional technical approach towards addressing SOBC requirements with respect to areawide SSO's. This approach focuses on the replacement/rehabilitation of specific areawide sewer system infrastructure components considered as the primary contributors to SSO and I/I related problems. In order to advance this "hybrid" regionalized approach, a proposal has been developed in the form of a Final Memorandum of Agreement (MOA), which is attached to this memorandum (Note: the latest version of the MOA is dated 1/8/2014). This MOA is centered on two primary areawide collaborative efforts to address the SOBC as follows:

1. HRSD will be solely responsible for the development of the RWWMP (to include all sewer system infrastructure replacement/rehabilitation) in conjunction with input from all Hampton Roads area localities. HRSD will also be solely responsible for the implementation and funding of the RWWMP (Refer to Section B1 of the MOA).
2. Localities will be responsible for maintaining and operating their sewer systems in compliance with approved Management, Operations and Maintenance (MOM) programs and industry-accepted practices (Refer to Section B2 of the MOA).

The above efforts are intended to meet the SOBC requirements with respect to the correction of SSO's and I/I related problems and ensure that locality operation and maintenance practices avoid future occurrences related to these problems. The MOA also details additional obligations that both HRSD and the localities must meet but the essential elements of the MOA are embodied in the two areawide collaborative efforts listed above.

In order for the MOA to be valid, the following actions must occur:

1. The Environmental Protection Agency (EPA) and DEQ must approve the MOA. To date, EPA, by letter dated December 18, 2013 (copy attached) has communicated their support for the MOA (Note: the MOA is referred to as the "Middle Path" in EPA's correspondence). HRSD legal counsel has stated that DEQ is also in accord with the MOA. Approval of the MOA by EPA and concurrence by DEQ will necessitate a modification to the existing SOBC. HRSD counsel has recommended that the localities agree to a modification to the terms of the SOBC in lieu of complete dismissal – maintaining the SOBC in a modified form will confer protection against frivolous lawsuits related to the Clean Water Act.
2. According to HRSD counsel, all localities must adopt the MOA – there is no other option offered under the current version of the MOA. Non-acceptance of the MOA by any locality will result in the invalidation of the MOA. To date, we are not aware of any dissenting locality.

As we understand the approval process, adoption of the MOA must occur by February 28th of this year in order to initiate modifications to the current SOBC.

ANALYSIS OF MOA LOCALITY OBLIGATIONS

SOBC Compliance

Perhaps the most significant result of a locality adopting the MOA is that it will essentially eliminate sewer infrastructure replacement/rehabilitation efforts required to meet SSO threshold performance levels under the current SOBC. This is due to HRSD's acceptance of the entire RWWMP effort to address areawide SSO's and related I/I problems under Section B1 of the MOA. While the level of potential savings estimated by the hybrid regionalization approach is arguable, there is a sound technical basis to support the prospect that significant overall savings in compliance efforts can be achieved under this approach. This is embodied in the concept that current technical efforts will likely result in correction efforts that may not achieve results in a cost-efficient manner since it requires correction of all deficient sewer system basins – even those basins that almost meet the I/I threshold performance levels set forth in the current SOBC Regional Technical Standards (RTS). Targeting the correction of major sewer infrastructure deficiencies on a regional basis instead of a discrete locality basis will allow for a more cost-efficient sewer infrastructure correction program – correction efforts that were required to focus on low I/I problem areas under the current SOBC will be eliminated.

Locality Obligations

The adoption of the MOA will, however, impart specific obligations to all localities with respect to sewer system infrastructure O&M requirements as set forth in Section B2 of the MOA. Major elements of these obligations include continued sewer system evaluation work and repair of significant defects which are defined as “(i) existing or imminent structural failures, cave-ins, and similar defects and (ii) significant sources of inflow and infiltration (including but not limited to missing and/or damaged public clean-outs, missing manhole inserts, direct storm water connections, and unsealed manhole pipe penetrations)”. In our opinion, localities will need to ensure that these obligations are consistently addressed or O&M efforts may be deemed insufficient and result in the locality being deemed in breach of the MOA. While sewer system infrastructure repair work expenditures required to meet MOA obligations should be less than those required to meet current SOBC requirements, significant investments may still be required to meet MOA obligations. We believe that a focused MOA Compliance Program should be developed to define both the efforts and associated costs required to meet these obligations and document compliance with the MOA.

As part of the locality obligation requirements, maintenance and calibration of existing flow monitoring equipment will also be required. This obligation, in our opinion, was also effectively required under the current SOBC and should not result in any substantial cost increase in future O&M compliance efforts. The maintenance of accurate flow data, we believe, will be an important element in the documentation of locality compliance efforts under the MOA and should be included as a key component in a MOA Compliance Program.

Rate Impacts

In order for HRSD to meet their obligations to develop, implement and fund the RWWMP as set forth in the MOA, the rates currently charged to HRSD customers will increase. The capital provided by these increased rates will be used to fund specific areawide sewer system infrastructure replacement/rehabilitation projects necessary to meet I/I reduction goals. The specific sewer system infrastructure replacement rehabilitation projects are currently undefined and will only be identified in the future as part of the RWWMP development process. It is anticipated from prior analysis work, however, that RWWMP projects will not occur in all localities since major areas of I/I problems do not exist in all localities. Consequently, HRSD rate increases will not fund RWWMP projects in all localities. We do not believe that this funding approach is significantly different than what would be required under the current SOBC – HRSD would likely require the same or greater capital needs to fund projects under the current SOBC. Local sewer system rate increases are expected to be less than what would be required under the current SOBC since previously required locality sewer infrastructure replacement/rehabilitation plans are eliminated under the MOA.

It should be noted that one of the conditions set forth in the MOA states that localities will be acknowledging that HRSD rate increases will be required to meet RWWMP requirements.

RECOMMENDATIONS

Based on our review of the MOA and the current SOBC requirements, we offer the following:

1. We recommend that the Town of Smithfield execute the MOA as it provides significant advantages to the Town by eliminating the need to develop and implement any sewer system infrastructure replacement/rehabilitation programs required under the current SOBC.
2. We recommend that Town of Smithfield be actively involved in the development of RWWMP to ensure that Town needs and interests are properly represented.
3. We recommend that the Town of Smithfield develop and execute a MOA Compliance Program to ensure that its MOA obligations are achieved and properly documented. The program should include specific flow monitoring requirements as part of the compliance documentation efforts.

We are sincerely hopeful that this memorandum is helpful to you and to Town administrative personnel. Please feel free to contact us if you have any questions.

– END –

CASH BALANCES AS OF DECEMBER 2013					
			Current Month	Prior Year	
ACCOUNT NAME	BANK NAME	ACCOUNT	Interco.	Interco./Interdep	ADJUSTED
		BALANCE	Balances	Balances	BALANCES
Water	Farmers Bank	1,227,413.69	(460,731.11)	(489,510.60)	277,171.98
Water-Debt Service	Farmers Bank	1,199,350.08	30,286.15	-	1,229,636.23
Water Capital Escrow (availability fees)	TowneBank	289,568.31	13,600.00	-	303,168.31
Water Treatment Plant Escrow	TowneBank	76,886.09	-	-	76,886.09
Water Development Escrow	TowneBank	111,318.24	8,000.00	-	119,318.24
Subtotal Water		2,904,536.41	(408,844.96)	(489,510.60)	2,006,180.85
Sewer	Farmers Bank	174,422.78	83,132.56	(363,335.93)	(105,780.59)
Sewer Development Escrow	TowneBank	329,602.13	8,000.00	-	337,602.13
Sewer Capital Escrow (availability fees)	TowneBank	781,552.91	20,600.00	-	802,152.91
Sewer Compliance	Farmers Bank	335,484.48	77,153.00	-	412,637.48
Subtotal Sewer		1,621,062.30	188,885.56	(363,335.93)	1,446,611.93
Highway	Farmers Bank	66,641.90	212,968.67	-	279,610.57
General Fund	Farmers Bank	3,373,777.50	(81,222.43)	866,333.33	4,158,888.40
Payroll	Farmers Bank	66,641.90			66,641.90
Money Market-General Fund	TowneBank	2,179.33			2,179.33
Business Super Now-General Fund	Farmers Bank	33,024.26	-		33,024.26
Money Market-General Fund	Farmers Bank	288,565.03			288,565.03
General Fund Capital Escrow Account	TowneBank	213,983.74	-		213,983.74
Certificate of Deposit	Farmers Bank	525,775.17	-		525,775.17
Certificate of Deposit-Police Dept	Farmers Bank	36,560.48			36,560.48
Special Project Account (Pinewood)	Farmers Bank	19,923.70	130,921.96	-	150,845.66
Pinewood Heights Escrow	Farmers Bank	21,529.48			21,529.48
SNAP Account	Farmers Bank	2,975.75			2,975.75
S. Church Street Account	TowneBank	42,708.80	(42,708.80)	-	-
Subtotal General Fund		4,627,645.14	6,990.73	866,333.33	5,500,969.20
Beautification Fund	Farmers Bank	7,830.78			7,830.78
Money Market-Beautification	Farmers Bank	61,202.57		(13,486.80)	47,715.77
Subtotal Beautification		69,033.35		(13,486.80)	55,546.55
TOTAL ALL FUNDS		9,288,919.10	0.00	0.00	9,288,919.10



PENINSULA METROPOLITAN YMCA
41 Old Oyster Point Road, Suite C
Newport News, VA 23602

VENDOR # 2011

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

ACCOUNT # 4-100-32300-5603

DEPT HEAD [Signature]

December 26, 2013

Town Of Smithfield
P. O. Box 246
310 Institute Street
Smithfield, VA 23431

TOWN MANAGER PLS

Your commitment to the YMCA and to the Luter Capital Campaign helps us provide the quality facilities and programs needed in our community. This is a reminder of your pledge installment.* Should you have any questions regarding your pledge, please contact me at (757) 223-7925 x202.

Since 1896, the Peninsula Metropolitan YMCA has contributed to the lives of countless boys, girls, men and women of all ages, races, religions and economic backgrounds. With your help we will continue to strengthen our community.

Sincerely,
Sandy Young

*Please note: You may pay your pledge by credit card, check, cash or automatic monthly bank withdrawals. The Peninsula Metropolitan YMCA will convert payments made by personal check into one-time Electronic Funds Transfer Payments.

----- Cut here -----



Please return this portion with your payment.
PENINSULA METROPOLITAN YMCA
41 Old Oyster Point Road, Suite C
Newport News, VA 23602
ATTN: Contributions January 2014

Thank you for making our community a healthier and happier place to live!
Pledge Payment for Luter Capital Campaign 2010:

Total Pledge Amount: \$500,000.00
Pledge Balance: \$400,000.00

Contributor# 720038-00

This Installment Amount: \$50000.00

Town Of Smithfield
P. O. Box 246
310 Institute Street
Smithfield, VA 23431

TOWN OF SMITHFIELD

#465

REQUISITION

001

SUGGESTED VENDOR <u>Isle of Wight County</u>			OFFICE USE ONLY	
REQUESTED BY			DATE ORDERED	
DATE REQUESTED <u>1-17-14</u>		DATE WANTED	ORDER NO.	
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	<u>1/2 yrdy budget tourism</u>			<u>104988.00</u>
	<u>4-100-32300-5607</u>			

REQUISITIONER
RETAIN YELLOW COPY

APPROVED *PLS*
TOWN MANAGER

[Signature]
SIGNATURE - DEPARTMENT HEAD

SUGGESTED VENDOR <u>Isle of Wight County</u>			OFFICE USE ONLY	
REQUESTED BY			DATE ORDERED	
DATE REQUESTED <u>1-17-14</u>		DATE WANTED	ORDER NO.	
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	<u>1/2 yrly budget E911 Dispatch</u>			<u>50762.50</u>
	<u>4-100-32300-5614</u>			

REQUISITIONER
RETAIN YELLOW COPY

APPROVED

PLS
TOWN MANAGER

SIGNATURE - DEPARTMENT HEAD

[Signature]



GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID ST, SUITE 107
MARSHALL, MN 56258



INVOICE NUMBER 243259686

DATE DUE
2/1/2014

TOTAL DUE
\$84,150.83

CHECK HERE IF ADDRESS CORRECTION IS NEEDED
COMPLETE INFORMATION ON REVERSE SIDE

000000726 1 MB 0.405 106481390270130 P
TOWN OF SMITHFIELD
310 INSTITUTE STREET
PO BOX 246
SMITHFIELD, VA 23431-0246

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:

GOVERNMENT LEASING AND FINANCE, INC.
PO BOX 959067
ST LOUIS, MO 63195-9067

959067 243259686 008415083



GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID ST, SUITE 107
MARSHALL, MN 56258
800-328-5371
EFCUSTOMERSUPPORT@USBANK.COM

DATE OF INVOICE 12/18/2013
INVOICE NUMBER 243259686
Customer Credit Account Number 1177029

DATE DUE
2/1/2014

TOTAL DUE
\$84,150.83

PAGE 1 OF 1

FOR INVOICE INQUIRIES, PLEASE CONTACT US AT 800-328-5371

CONTRACT NUMBER	DESCRIPTION	CONTRACT PAYMENT	MISC /LATE CHARGES	SALES/USE TAX	TOTAL DUE
077-0018806-001	WATER PLANT CONST CONTRACT PAYMENT 2/1/2014	84,150.83	0.00	0.00	84,150.83

***A LATE CHARGE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY DUE DATE. IF

FOR ANY REASON YOUR CHECK IS RETURNED FOR NON-PAYMENT YOU WILL PAY US A \$30.00

FEE OR, IF LESS, THE MAXIMUM ALLOWED BY LAW OR THE CONTRACT.***

VENDOR # 541
ACCOUNT # _____
DEPT HEAD [Signature]
TOWN MANAGER PMS

RO plant \$37,952.0
Water \$46,198.8



Invoice Date 1/2/2014
Invoice Number 100868
Service Order Number 0000888

INVOICE - SERVICE

S
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WO7652
TOWN OF SMITHFIELD
PO BOX 246

SMITHFIELD VA 23431

J
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TOWN OF SMITHFIELD

NET DUE \$2,779.26

SLS #	TERMS	PURCHASE ORDER
100	NET 30	

DESCRIPTION

QUARTERLY INVOICE
BATTERY PARK ROAD TANK
500,000 GALLON 151'HWL PED

Total \$25,468.32

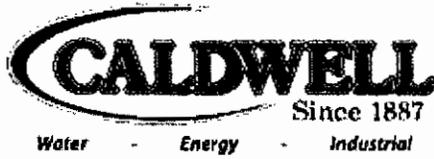
VENDOR # 555
ACCOUNT # 4-005-42060-3006
DEPT HEAD W.S.
TOWN MANAGER PLS

TOTAL	PAYMENT	NET DUE
\$2,779.26		\$2,779.26

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

4000 TOWER ROAD, LOUISVILLE KY 40219 / P O BOX 35770, LOUISVILLE KY 40232 / (502) 964-3381 / (502) 966-8732 FAX



Invoice Date 1/2/2014
 Invoice Number 100865
 Service Order Number 0000885

INVOICE - SERVICE

S O L D T O	WO7649 TOWN OF SMITHFIELD PO BOX 246 SMITHFIELD VA 23431	J O B S I T E	TOWN OF SMITHFIELD
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NET DUE \$6,633.34

SLS #	TERMS	PURCHASE ORDER
100	NET 30	

DESCRIPTION

QUARTERLY INVOICE
 70,000 GALLON DE 100'HWL
 CARY STREET ELEVATED TANK

VENDOR # 555
 ACCOUNT # 4-005-42060-3006
 DEPT HEAD _____
 TOWN MANAGER _____

TOTAL	PAYMENT	NET DUE
\$6,633.34		\$6,633.34

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!



Invoice Date 1/2/2014
Invoice Number 100866
Service Order Number 0000886

INVOICE - SERVICE

S
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WO7650
TOWN OF SMITHFIELD
PO BOX 246
SMITHFIELD VA 23431
J
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TOWN OF SMITHFIELD

NET DUE \$8,258.67

SLS #	TERMS	PURCHASE ORDER
100	NET 30	

DESCRIPTION

QUARTELY INVOICE
WILSON ROAD TANK
150,000 GASLLON 130' HWL

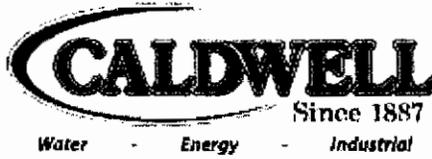
VENDOR # 555
ACCOUNT # 4-005-42060-3006
DEPT HEAD _____
TOWN MANAGER _____

TOTAL	PAYMENT	NET DUE
\$8,258.67		\$8,258.67

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

4000 TOWER ROAD, LOUISVILLE KY 40219 / P O BOX 35770, LOUISVILLE KY 40232 / (502) 964-3361 / (502) 966-8732 FAX



Invoice Date 1/2/2014
 Invoice Number 100867
 Service Order Number 0000887

INVOICE - SERVICE

S O L D T O	WO7651 TOWN OF SMITHFIELD PO BOX 246 SMITHFIELD VA 23431	J O B S I T E	TOWN OF SMITHFIELD
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NET DUE \$7,797.05

SLS #	TERMS	PURCHASE ORDER
100	NET 30	

DESCRIPTION

QUARTERLY INVOICE
 CHURCH STREET TANK
 400,000 GALLON 123'HWL PED

VENDOR # 555
 ACCOUNT # 4-005-42060-3000
 DEPT HEAD _____
 TOWN MANAGER _____

TOTAL	PAYMENT	NET DUE
\$7,797.05		\$7,797.05

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning December 1, 2013 to December 31, 2013

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<i>Consent Order/SSO MOM Program (HR04103-61RI)</i>					
Report Activities	Lump Sum	100.00%	\$115,000.00	\$113,344.00	\$1,656.00
<i>Consent Order / Additional Locality-HRSD Coordination (HR04103-67RI)</i>					
Locality/HRSD Coordination	Lump Sum	93.95%	\$75,160.00	\$73,832.00	\$1,328.00
<i>ARC Flash Assistance Phase 2 (HR04103-69RI)</i>					
Program Assistance	Lump Sum	100.00%	\$35,000.00	\$0.00	\$35,000.00
				TOTALS	\$37,984.00

VENDOR # _____
ACCOUNT # 004-42070-7011 → 2984.00
ACC FLASH/REP → 35,000
DEPT HEAD W.T.Z.
TOWN MANAGER PLS

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning December 1, 2013 to December 31, 2013

<i>GENERAL REVIEW SERVICES (HR04103-61RI)</i> Consent Order / SSO MOM Program Full Hydraulic Model Phase 2	Billing Period (2013)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Plan Development	December	Lump Sum	\$115,000.00	100.00%	\$115,000.00	\$113,344.00	\$1,656.00
Project Totals			\$115,000.00	100.00%	\$115,000.00	\$113,344.00	\$1,656.00

TOTAL = \$1,656.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning December 1, 2013 to December 31, 2013

<i>GENERAL REVIEW SERVICES (HR04103-67RI)</i> Consent Order / Additional Locality-HRSD Coordination	Billing Period (2013)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Locality - HRSD Coordination	December	Lump Sum	\$80,000.00	93.95%	\$75,160.00	\$73,832.00	\$1,328.00
Project Totals			\$80,000.00	93.95%	\$75,160.00	\$73,832.00	\$1,328.00

TOTAL = \$1,328.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning December 1, 2013 to December 31, 2013

<i>GENERAL REVIEW SERVICES (HR04103-69RI)</i> ARC Flash Assistance Phase 2	Billing Period (2013)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
ARC Flash Assistance Phase 2	December	Lump Sum	\$35,000.00	100.00%	\$35,000.00	\$0.00	\$35,000.00
Project Totals			\$35,000.00	100.00%	\$35,000.00	\$0.00	\$35,000.00

TOTAL = \$35,000.00

Progress Report

To: Ms. Sonja Eubank
Company: Town of Smithfield
From: Andy Snyder
Project Name: Annual Engineering Services Contract – December 2013 Invoices
Project Number: HR04103-61RI, HR04103-67RI & HR04103-69RI
Date: January 15, 2014
cc: Bill Hopkins, Scott Schiller

Recent Activities:

1. HR04103-61RI – Completed the full hydraulic model for the Town's sanitary sewer collection system.
2. HR04103-67RI – Provided the Town with an analysis of the hybrid regionalization proposal and our recommendations for how they should proceed.
3. HR04103-69RI – Completed the ARC Flash study and provided the Town with copies of the final report.

Upcoming Tasks:

1. HR04103-61RI – No upcoming tasks.
2. HR04103-67RI – Continue to assist the Town with a review of the revised regionalization approach and the MOA and attend the upcoming meeting with B&C and HRSD to discuss Town data available for development of the RWWMP.
3. HR04103-69RI – No upcoming tasks.

Scope Changes:

1. N/A

Budget Status/Percent Complete

1. HR04103-61RI – 100.00%
2. HR04103-67RI – 93.95%
3. HR04103-69RI – 100.00%

Schedule Status/Deliverable Status

1. HR04103-61RI – Task complete.
2. HR04103-67RI – On schedule based on VDEQ deadlines.
3. HR04103-69RI – Task complete.

Ms. Sonja Eubank
January 15, 2013
Page 2

Input needed from client "What we are waiting on:"

1. None

Issues you should be aware of/ any other issues:

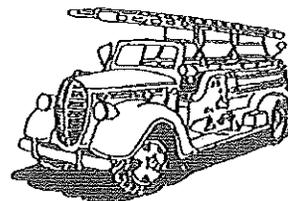
1. None

Smithfield Volunteer Fire Department, Inc.

P.O. Box 117

Smithfield, Va. 23431

Phone 757-357-3231



January 21, 2014

Ellen Minga
Town Treasurer
Town of Smithfield
310 Institute Street
Smithfield, Virginia 23430

Re: Annual Heavy Rescue Vehicle (Rescue 50) Payment

Dear Ms. Minga:

We respectfully request that the annual lease/purchase payment for Rescue 50 referenced above be paid by the Town of Smithfield on or before February 7, 2014. As a reminder, the Town's annual payment portion is ten thousand dollars (\$10,000.00).

Please mail payment to the following address if we can receive the payment by the requested date. Otherwise, please notify me so that we may make arrangement to pick the check up from your office.

Mail to:

Smithfield VFD
Attention: Jerry Hackney, Deputy Chief
1804 South Church Street
Smithfield, Virginia 23430

I may be contacted directly at 757.328.6479 if you have any questions regarding this request.

Sincerely,

Smithfield Volunteer Fire Department, Inc.

A handwritten signature in black ink, appearing to read 'William Britt'. The signature is written in a cursive style and is positioned above the printed name and title.

William Britt
Assistant Chief

VENDOR # _____

ACCOUNT # 4-100-32300-5618

DEPT HEAD ed

TOWN MANAGER _____

Cc: M. Jason Stallings, Fire Chief
Jerry Hackney, Deputy Chief

Parks and Recreation Committee Report

January 2014

Parks and Recreation Committee Items

1. Operational Update –Parks and Rec Committee Report

Event Listing

Event Listing (since last committee meeting)

Day	Date	Event Type	Location
Tue	Dec 17	Committee Meetings	Smithfield Center
Wed	Dec 18	Senior Christmas Party	Smithfield Center
Mon	Dec 23	Police Department Meeting	Smithfield Center
		Town Holiday Party	Smithfield Center
Fri	Jan 3	Chamber Legislative Breakfast	Smithfield Center
Sat	Jan 4	Wedding & Reception	Smithfield Center
Tue	Jan 7	Crimeline Meeting	Smithfield Center
		Windsor Castle Foundation	Smithfield Center
		Town Council	Smithfield Center
Wed	Jan 8	Town Staff Meeting	Smithfield Center
Mon	Jan 13	Surry Nuclear Plant Meeting	Smithfield Center
Tue	Jan 14	Windsor Castle Work Session	Smithfield Center
		Pinewood Heights Meeting	Smithfield Center
Thu	Jan 16	Smithfield Women’s Club Meeting	Smithfield Center
Sat	Jan 18	BOB Fest	Windsor Castle
Sun	Jan 19	Retirement Banquet	Smithfield Center
Mon	Jan 20	MLK Banquet	Smithfield Center
Tue	Jan 21	Schoolhouse Banquet	Smithfield Center
		Crimeline Banquet	Smithfield Center
Thu	Jan 23	Smithfield Foods Meeting	Smithfield Center
		Smithfield Foods Banquet	Smithfield Center
Sat	Jan 25	Kiwanis Mid- Winter Conference	Smithfield Center
Mon	Jan 27	Smithfield Packing Meeting	Smithfield Center
		Committee Meetings	Smithfield Center
Tue	Jan 28	Smithfield Packing Meeting	Smithfield Center
		Committee Meetings	Smithfield Center

Open to Public Events (since last committee meeting)

Day	Date	Event Type	Location
Sat	Jan 18	BOB Fest	Windsor Castle –Manor Riverfront
Mon	Jan 20	MLK Banquet	Smithfield Center –Main Hall and Suites

Upcoming Open to the Public Events (through February Committees)

Day	Date	Event Type	Location
Fri	Jan 31	History Mobile and Re-enactors Camp	Windsor Castle -Courtyard

Parks and Recreation Committee Report

January 2014

Programming

Kayak Rentals

The 2014 Kayak Season will run May 1 to September 30, 2014.
Will start search for staff in April 2014.
Have started the search for two tandem kayaks since our tandem kayak was a very popular rental last season.

Total Revenue for the 2013 Season	= \$ 7674.77
Kayak Staff Hours 2013 Season	= \$ 3868
Net	= \$ 3806.67

Park Eco Counter Results

Location Mason Street Entrance

12/28/13-01/23/14

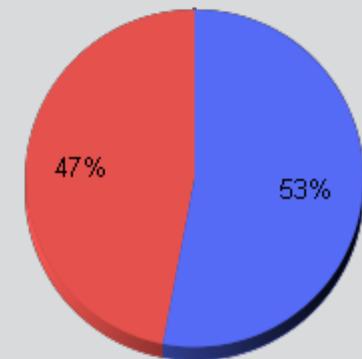
(report follows)



No picture available.
You can add a picture
in the counter's Eco-Visio file.

Key Figures

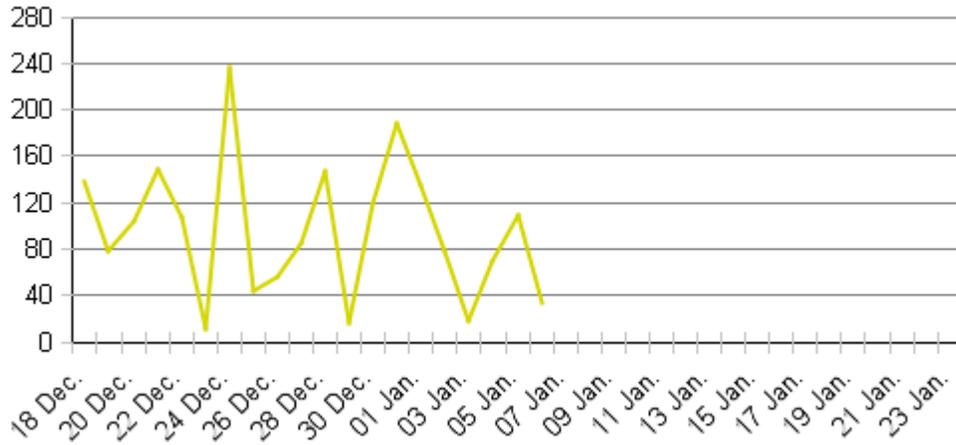
- Total Traffic for the Period Analyzed: 1,928
- Daily Average : 96
- Busiest Day of the Week : Tuesday
- Busiest Days of the Period Analyzed:
 1. Tuesday 24 December 2013 (237)
 2. Tuesday 31 December 2013 (189)
 3. Saturday 21 December 2013 (148)
- Distribution by Direction:
 - counter 01_in : 47%
 - counter 01_out : 53%



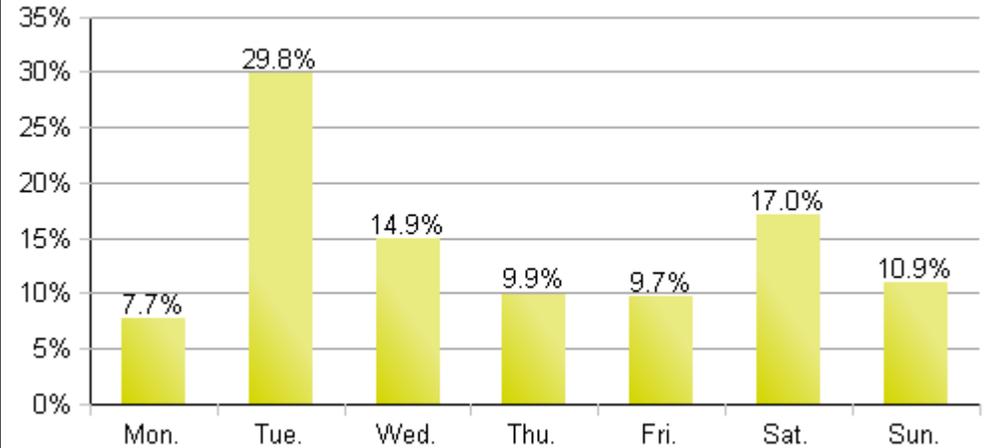
Smithfield Eco-Counter 1

Period Analyzed: Wednesday 18 December 2013 to Thursday 23 January 2014

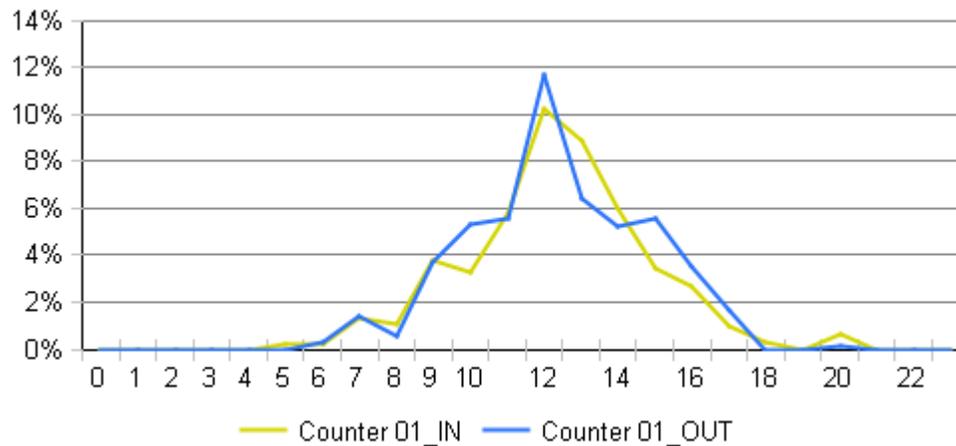
Daily Data



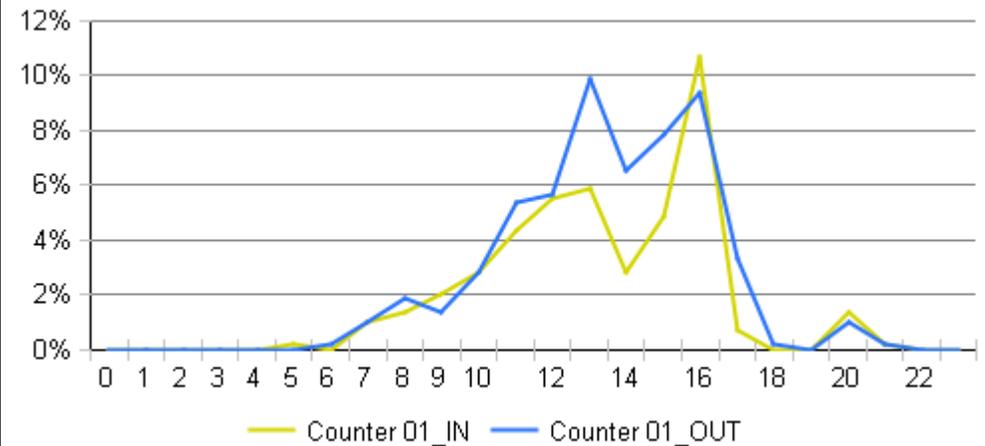
Weekly Profile



Hourly Profile during Weekdays



Hourly Profile during the Weekend



DRAFT

Mission Statement for Town Parks

It is the mission of the Town of Smithfield to preserve and protect the natural beauty and ambience of the Town's parks and green spaces while balancing passive and active opportunities and keeping the parks accessible to residents and visitors alike.

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT, made this ____ day of _____ 2014 by and between CYPRESS CREEK DEVELOPMENT COMPANY, L.L.C., a Virginia limited liability company, of the first part, herein referred to as "Developer"; and TOWN OF SMITHFIELD, a Virginia municipal corporation situate in Isle of Wight County, of the second part, herein referred to as "Town".

WHEREAS, the Developer has proposed the development of approximately 450 single-family lots (the "Homes"), a golf course with a 4200 square foot clubhouse and cart storage and maintenance facilities (the "Golf Course Amenities"), which have been under construction and a homeowner's association clubhouse and swimming pool, (the "Homeowner's Amenities") on a certain tract or parcel of land situate in the Town of Smithfield known as Cypress Creek (the "Development") and desires to have a plat for Phase 7A of the Development containing 9 single-family lots entitled "Cypress Creek, Phase 7A " approved by the Town and admitted to record in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia (the "Subdivision Plat"); and

WHEREAS, installation of sewer, water, streets lights, entrance signage, and street improvements required by the Subdivision Ordinance of the Town by Developer has not been commenced or completed and Developer desires to enter into this Agreement and to furnish the financial assurances required by the Subdivision Ordinance of Town so that the subdivision plat may be approved for recordation, upon Town's assurances that Town will accept such improvements and thereafter operate and maintain same; and

WHEREAS, Developer is required to pay the costs of designing and installing certain sewer lines within the Development.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the approval of the Subdivision Plat and the covenants and agreements herein contained, it is agreed as follows:

ARTICLE I

1. Town hereby authorizes the necessary Town officials to approve the Subdivision Plat of Cypress Creek, Phase 7A for recordation subject to compliance with the design and review standards of the Subdivision Ordinance of the Town.

2. Within twelve (12) months from the date of approval of the Subdivision Plat for Cypress Creek, Phase 7A, Developer agrees to have completed the construction and installation of the sewer, water, and street improvements in the property shown on the plat of Cypress Creek, Phase 7A, as required by the Subdivision Ordinance of the Town.

3. The sewer system improvements, including certain off-site improvements to the sewer system of the Town as required by the Subdivision Ordinance of the Town ("Sewer Improvements"), water system improvements ("Water Improvements"), and street lights and street improvements ("Street Improvements"), are collectively referred to herein as ("the Improvements"). The design, construction and installation of the improvements shall be in compliance with all requirements of the Town, the State Health Department, the State Water Control Board, and the Virginia Department of Transportation and shall be subject to final approval by Town at all steps of design and construction. No construction of the improvements shall commence until the plans and specifications have been approved by the Town and the financial assurances provided as required by Article II of this Agreement. No changes in the plans and specifications shall be made without further approval by Town. All such plans, as finally approved by Town, shall become part of this Subdivision Agreement, Developer shall dedicate and convey the Improvements to the Town upon as hereinafter, and Town shall accept the same. No buildings shall be connected to the sewer or water improvements prior to acceptance of the Improvements by Town, except that in hardship cases temporary use may be made with the approval of Town and where Developer accepts full responsibility and bears the cost of such operation.

4. Town reserves the right and shall fix, and retain all appropriate sewer and water tap fees for properties connected to the sewer and/or water lines constructed and installed by Developer. The initial sewer connection fee for each residential or equivalent connection in Phase 7A of the Cypress Creek Subdivision shall be \$1,580.00 with an availability charge of \$2,900.00 per residential or equivalent connection. The initial water connection fee for each residential or equivalent connection in Phase 7A of the Cypress Creek Subdivision shall be

\$660.00 with and availability charge of \$2,150.00 per residential or equivalent connection. These fees are subject to change from time to time upon the action of Town Council in accordance with the provisions of the Town Code and applicable state law. All connection fees shall be payable to the Town in full when application is made for a zoning permit for that lot or parcel of land. In addition to fees due and owing to the Town of Smithfield, there are connection fees due and owing to the Hampton Roads Sanitation District in connection with connection to the Town's sewer system.

ARTICLE II

1. Developer will, upon execution of this Subdivision Agreement, in order to comply with the Subdivision Ordinance of the Town, provide Town with an unconditional and irrevocable letter of credit in the initial amount of \$_____ which shall serve as Developer's bond for performance. The letter of credit and the performance bond, totally \$_____ will be conditioned upon the performance of all covenants and provisions of this Subdivision Agreement. The form and substance of the letters of credit shall be subject to the approval of Town's attorney.

2. In the event Developer fails to complete the Improvements provided hereinabove in the time designated, Town may complete or cause the same to be completed, and Developer shall be liable to pay to Town the cost necessary to complete the Improvements up to the amount set forth in paragraph 1 of this Article. Any requests by Developer for an extension in the time for completion shall be delivered to Town in writing no sooner than forty-five (45) days from the date for completion as established by the provisions of Article 1, paragraph 2. of this agreement. Any requests for extensions shall be considered and reviewed by the Town council. In the event that an extension is granted, the Developer shall pay an administrative review fee equal to two and one-half percent (2.5%) of the amount of the surety being extended to compensate Town for its significant administrative costs caused as a result of Developer not completing the improvements within the time period established by this agreement.

3. In the event of default by Developer described above, Town may, at its option, collect the cost for the completion of the Improvements hereof from Developer prior to the actual construction of same. In the event the estimated cost is greater than the cost necessary to complete the Improvements, Town shall refund difference to Developer.

4. Reductions in the amount of the surety held by Town may be made by the Town as construction progresses and is approved by Town, except that in no instance shall the amount of the surety be reduced to less than twenty percent 20% of the cost of construction of the Improvements, as determined by the Town Engineer.

5. If Developer shall faithfully execute each and all requirements of this Subdivision Agreement, then the aforementioned letter of credit shall be released by Town to Developer within 30 days of Town's final inspection and after written notification by the Town to Developer of Town's acceptance of the Improvements.

ARTICLE III

1. Developer will not under any circumstances permit the discharge of sewage originating on any other property or premises, either directly or indirectly, into the Sewer Improvements without the specific prior approval of Town. With the approval of Town, Developer may agree with owners of adjacent properties to construct joint facilities to be connected to the Sewer Improvements.

2. Developer agrees that no residence shall be connected to, and that no effluent shall be discharged into the Sewer Improvements prior to infiltration tests and notification by the Town to Developer of Town's tentative acceptance of the Sewer Improvements or portions thereof.

3. Developer shall pay to Town a fee assessed for the inspection of the Improvements constructed as part of the subdivision, which fee is to be paid prior to the construction of the Improvements and equal to two percent (2%) of the estimated construction costs of the Water and Sewer Improvements and one and one-quarter percent (1.25%) of the estimated construction costs of the Road Improvements, as submitted by the Developer and verified by the Town's consulting engineers.

4. Town shall have the right at any and all times to make, connect, or permit the connection of any other sewer or sewer connections or extensions with the Sewer Improvements, at any point or points, and shall have the right to at any and all times to take and dispose of sanitary sewage, through the Sewer Improvements from persons beyond and adjacent to the Development and originating on properties other than that described in this agreement provided the number of connections and capacity necessary for the Homes, the Golf Course Amenities, and the Homeowner's Amenities is reserved.

5. Developer will not under any circumstances permit the flow of water from Town's existing water system into the Water Improvements without the specific prior approval of Town. With the approval of Town, Developer may agree with the owners of adjacent properties to construct joint facilities to be connected to the Water Improvements.

ARTICLE IV

1. Upon completion of the construction of the Sewer Improvements, and the final inspection and approval of construction by Town, Developer shall forthwith convey to Town, free and clear of any encumbrances, and in form approved by Town, all of Developer's right, title and interest to the Improvements, including but not limited to sewer and water mains, force mains, laterals, lines, pipes, pumping stations, and other related facilities, street lights and street improvements, and shall grant and convey to Town, with General Warranty of title any lots or sewage pumping station sites, with access or right-of-way and/or easements of which said force main, gravity mains or any other facility is constructed, all without cost to Town. Such transfer and conveyance shall include but not be limited to all facilities capable of serving more than one customer plus laterals (house or building connections) up to but outside private property lines. Facilities on private property serving one customer shall become the property of that customer.

2. Developer hereby grants to the Town, the exclusive right to establish and re-establish rates for sewer and water service to be furnished by Town after acceptance of the Improvements by Town. Developer covenants and agrees that any contracts for sewer service which it may enter into with customers in Cypress Creek, Phase 7A at any time prior to its conveyance of the Improvements to Town shall incorporate by reference the provisions of this Subdivision Agreement.

3. Developer shall indemnify Town and keep and hold Town free and harmless from any contractual liability to Developer and from all claims on account of injury to Developer or any other person, firm or corporation, or damage to the property of Developer or any other person, firm or corporation arising from or growing out of Developer design, and/or approval, construction and/or installation of the Improvements, and in the event that suit shall be brought against Town, either independently or jointly with such Developer, on account hereof, Developer shall defend the Town in such suit at no cost to Town. In the event of a final judgement being obtained against Town, either

independently or jointly with Developer, then Developer shall pay such judgement with all costs and hold the Town harmless therefrom.

4. Developer, or its lessee or purchaser of any property in the aforesaid subdivision hereby waives as against Town, any and all rights or claims which they may now have, or may hereafter have on account of injury or damage to Developer, lessee or purchaser or on account of injury or damage to the property of Developer, lessee or purchaser directly or indirectly resulting from the failure of Town to supply sewer or water service to Developer, lessee or purchaser in whole or in part under this Agreement; provided, however, that this waiver shall not be construed to relieve Town from any of its contractual obligations to Developer under this Subdivision Agreement.

5. The approval of any final plat or plan of this subdivision or any section thereof under this Subdivision Agreement shall not be deemed an acceptance by the Town of the Improvements for their maintenance, repair, or operations. Until accepted in writing by the Town, the Developer shall be fully responsible for maintenance, repairs, and operations of and shall assume all risks and liability associated with the Improvements. The Developer shall pay the costs of repairing or replacing the Improvements because of defects due to inferior materials or faulty workmanship appearing within one (1) year after acceptance by the Town. The Developer shall post a bond or other security (the "Defect Bond") in form approved by the Town's attorney and with surety acceptable to the Town in the amount of twenty percent (20%) of the total construction costs of the Improvements. The Defect Bond shall guarantee the repair of defects in the Improvements due to the inferior materials or faulty workmanship as required by this Subdivision Agreement.

6. The Town agrees to accept, operate and maintain the aforesaid Improvements upon conveyance to the Town by the Developer, provided that all terms and conditions of this Subdivision Agreement are complied with by the Developer, and especially that (1) the Developer has completed the Improvements in accord with the plans and specifications approved by the Town; (2) the Developer has tendered such appropriate instruments approved by the Town pursuant to Article IV, paragraph 1. of this Subdivision Agreement; and (3) satisfactory evidence is provided by the Developer that the Improvements have been paid for in full by the Developer; (4.) upon receipt by the Town of one Mylar copy of "as built" construction plans prepared by the engineering firm which designed the improvements; and; and (5) upon full compliance with the provisions of the Town's street lighting policy and all ordinances relating to

street lights in effect at the time of the installation of street lights.

ARTICLE V

1. The Developer shall bear its pro rata share of the cost of upgrading the Town's existing water system, including but not limited to the Cedar Street well and storage tank (the off-site systems).

2. The design and construction of the upgrading of the off-site systems shall be performed by the Town at its expense.

3. In accordance with the terms of that certain agreement entitled "SUPPLEMENTAL UTILITY AGREEMENT FOR THE CYPRESS CREEK DEVELOPMENT", dated February 1, 2005 and in consideration of Developer's agreement to construct the offsite water system improvements identified in said agreement as the Cypress Creek water main, the Town agrees that the remaining lots in the Cypress Creek Subdivision, including the lots in Phase 7A shall not be subject to the per lot charge currently assessed to individual lots as a pro rata contribution to offset the costs of off-site water improvements.

ARTICLE VI

1. Upon execution of this Subdivision Agreement it shall be recorded in the Clerk's Office of the Circuit Court of Isle of Wight County at the Developer's expense.

2. Developer agrees to obtain the full release of any deed of trust lien on its land in so far as it shall apply to the Improvements and any and all land and easements to the Improvements and any and all land referred to in Article IV, Paragraph 1. of this Agreement, and Town shall not be required to accept the Improvements or connect them to Town facilities until such release has been obtained.

3. Developer and its lessee or purchaser of any property in the aforesaid subdivision hereby agrees that any such property remaining or becoming subject to any existing or subsequent easements, including any scenic easement heretofore or hereafter recorded, shall continue to be subject to such to the extent provided for by the provisions of said easement of record. Developer specifically agrees to reserve unto itself and unto the Town the right of entry upon the lots being conveyed, an easement of entry upon the property for the purpose of removing any obstructions to

the drainage easements, ditches and other drainage structures and facilities located upon the property.

4. Developer and its Lessee or purchaser of any property in the aforesaid subdivision hereby recognizes that no buffer component of a Resource Preservation area in aforesaid Subdivision shall be disturbed, cleared or mowed in contravention of any Federal, State or Municipal law or regulation to which the Resource Preservation Area is then legally subject and shall include a covenant to this effect in its declaration of restrictions and conditions.

5. This Subdivision Agreement shall not be assignable or transferable by Developer without the prior consent of Town.

6. This Subdivision Agreement shall be binding upon Developer's successors and assigns.

WITNESS the following signatures, Cypress Creek Development Company, L.L.C., a Virginia limited liability company, having caused these presents to be executed by its Manager, Pomoco Developments, Inc., a Virginia corporation, which has caused these presents to be executed by Stephen C. Adams, its President, pursuant to due corporate authority, and Town of Smithfield having caused these presents to be executed on its behalf by its Town Manager pursuant to resolutions duly adopted by the Town Council of the Town of Smithfield on _____, 2014.

CYPRESS CREEK DEVELOPMENT COMPANY,
L.L.C., a Virginia limited liability company

By: Pomoco Developments, Inc., a
Virginia Corporation

By: _____
Stephen C. Adams, its President

TOWN OF SMITHFIELD

By: _____
Peter M. Stephenson, Town Manager

STATE OF VIRGINIA
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day
of _____, 2014 by Stephen C. Adams, President of Pomoco Developments, Inc., a
Virginia Corporation, Manager of Cypress Creek Development Company, L.L.C., a Virginia
limited liability company.

Notary Public

My Commission Expires: _____

STATE OF VIRGINIA
CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this ____ day of
_____, 2014 by Peter M. Stephenson, as Town Manager of the Town of
Smithfield.

Notary Public

My Commission Expires: _____

PROJECT STATUS MAP

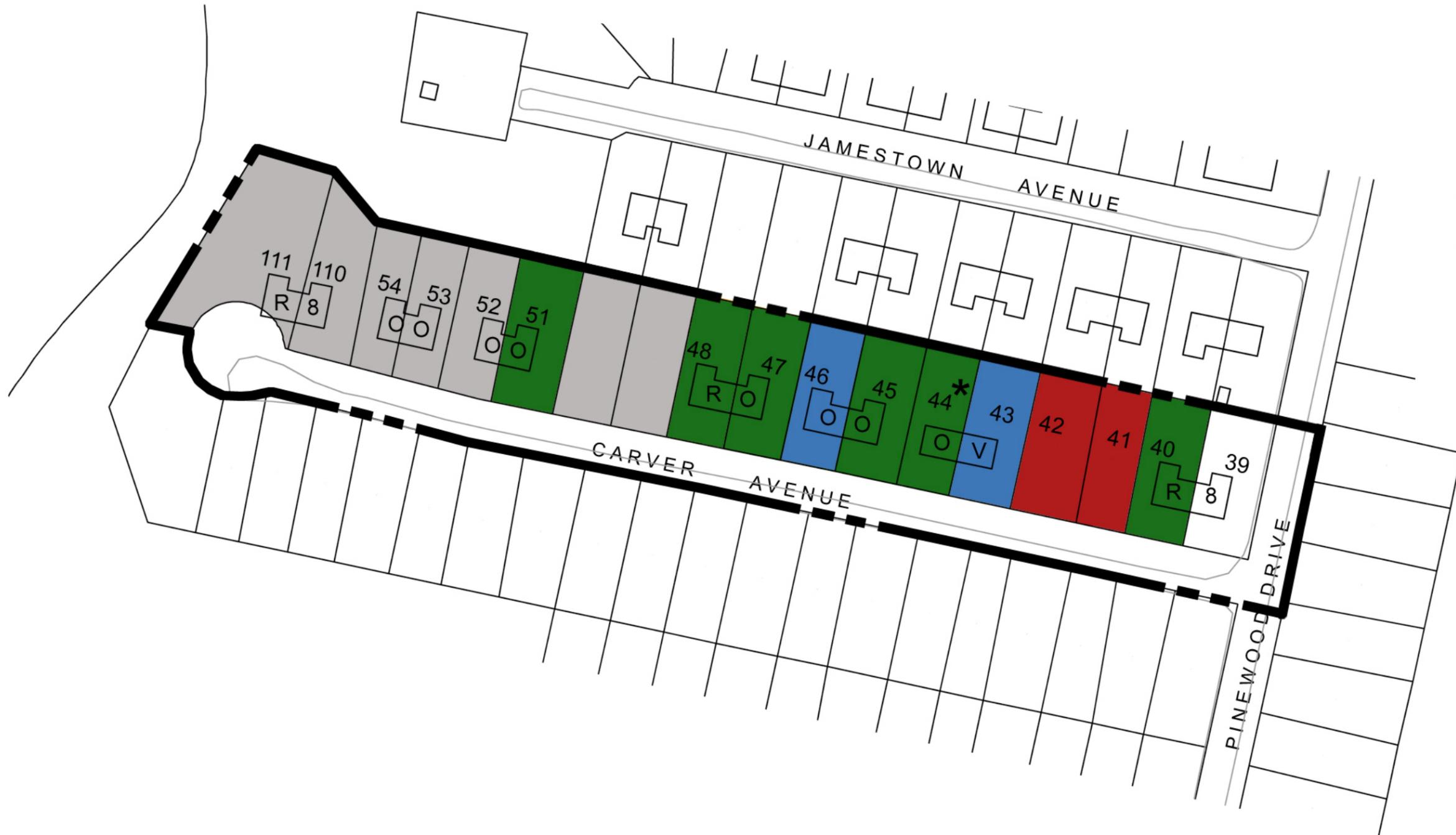
Pinewood Heights Phase II Redevelopment Project
Multi-Year 1
Town of Smithfield, Virginia

LEGEND

--- PHASE II BOUNDARY

STATUS:

- PRELIM ACQ LETTER RECEIVED BY OWNER
 - APPRAISAL COMPLETE
 - OFFER TO PURCHASE ACCEPTED
 - OFFER TO PURCHASE DECLINED
 - RELOCATION COMPLETE
 - DEMOLITION COMPLETE
 - PROPERTIES TO BE ACQUIRED IN MY2
-
- O OWNER OCCUPIED
 - R RENTER OCCUPIED
 - 8 SECTION 8 TENANT
 - * MOVED TO MY2



January, 2014

COMMUNITY PLANNING PARTNERS, INC.

MONTHLY PROGRESS REPORT FOR JANUARY 2014

Locality: Town of Smithfield Contract #: 11-10 MY1
Project Name: Pinewood Heights Phase II Contract Completion Date: 01/20/2014

Prepared by: Michael Paul Dodson, CFM
Date: 01/10/2014

FINANCIALS

CDBG Contract Amount: \$624,720 Leverage Amount: \$826,755
CDBG Amount Expended: \$257,152 Leverage Amount Expended: \$332,762

CUMLATIVE CONSTRUCTION PROGRESS
{INSERT PROJECT SPECIFIC PRODUCTS HERE}

ADMINISTRATIVE ACTIVITY

Management Plan: Is project on schedule as shown in PMP? Yes No If no, update will be furnished by: 01/15/2014

When was the last Management Team meeting? 01/10/2014 Next meeting? 03/11/2014

Budget: Is project proceeding within the approved budget? Yes No If no, revision will be furnished by: / /

Technical Assistance Required? Yes No If yes, in what area(s)?

Status: The demolition of 41/42 Carver Street has been completed. The Town owns 43 and 46 Carver Street. 43 Carver Street has been boarded/secured. The home at 44 Carver Street has been referred to the Town attorney to review and assist in its title issues; the owner has accepted the offer price. This home has been moved to Phase II. The Town has received acceptance of its offers to buy 45, 47, 48 and 51 Carver Street; we are working on the relocations for all owners and tenants. The owners of 45 Carver are moving to new homes that should be completed by mid-Feb 2014. The owners of 47 Carver are working to sign a contract for a new home. All owners/tenants have completed relocation applications for participation. The tenants at 40 Carver have signed a contract to buy a home. A follow up notice letter on the offer 40 Carver Street and acquisition notice are being sent to 39 Carver Street. The owners of 51 Carver Street and the tenants at 48 Carver Street are working with all parties to find a new home. All relocation work is being done in tandem with acquisition offers so that the residents are quickly moved into their new residence and the old structures are demolished.

Are problems anticipated? Locating relocation properties for all households has been a challenge however the process is moving forward and all offers to sell the properties in the grant have been accepted and returned to the Town (accept 39 Carver that was substituted into this phase on Dec 19, 2013).

Other comments: None.

Project Specific Products:

Owner-Occupied Acquisition (Goal=5)

Owner Occupied Homes

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Preliminary Acquisition Letters Sent 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Appraisals Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Review Appraisals Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Offer to Purchase Letters Sent 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Offers Accepted 5

1) 41 Carver 3) 45 Carver 4) 46 Carver 5) 47 Carver 6) 51 Carver

Properties Closed On 1

1) 41 Carver 2) 46 Carver

Tenant-Occupied Acquisition (Goal=5)

Tenant Occupied Homes

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Preliminary Acquisition Letters Sent 3

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver

Appraisals Completed 3

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver

Review Appraisals Completed 3

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver

Offer to Purchase Letters Sent 3

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver

Offers Accepted 2

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver

Properties Closed On 2

1) 42 Carver 2) 43 Carver

Owner-Occupied Relocation (Goal=5)

Owner Occupied Homes

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Household Surveys Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Income Verifications Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Eligibility of Relocation Letters Sent 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver
Comparable Units Found and Inspected 4
1) 41 Carver 2) 45 Carver 3) 46 Carver
Households Relocated 1
1) 41 Carver 4) 46 Carver

Market-Rate, Renter-Occupied Relocation (Goal=2)

Market-Rate Occupied Homes
1) 48 Carver 2) 40 Carver
Household Surveys Completed 2
1) 48 Carver 2) 40 Carver
Income Verifications Completed 2
1) 48 Carver 2) 40 Carver
Eligibility of Relocation Letters Sent 1
1) 40 Carver
Comparable Units Found and Inspected 1
1) 40 Carver
Households Relocated 0

Section 8, Renter-Occupied Relocation (Goal=3)

Section 8 Occupied Homes
1) 42 Carver 2) 43 Carver 3) 39 Carver
Household Surveys Completed 2
1) 42 Carver 2) 43 Carver
Income Verifications Completed 2
1) 42 Carver 2) 43 Carver
Eligibility of Relocation Letters Sent 2
1) 42 Carver 2) 43 Carver
Comparable Units Found and Inspected 2
1) 42 Carver 2) 43 Carver
Households Relocated 2
1) 42 Carver 2) 43 Carver

Demolition (Goal=10)

Units to be Demolished
1) 40 Carver 2) 41 Carver 3) 42 Carver 4) 43 Carver 5) 44 Carver 6) 45 Carver
7) 46 Carver 8) 47 Carver 9) 48 Carver 10) 51 Carver
Units that have been Demolished 2
1) 41 Carver 2) 42 Carver