

**WEST POINT TOWN COUNCIL
WORK SESSION
MINUTES
February 25, 2008**

I. Roof Report of High and Middle Schools – Tremco

Dr. Jeffrey Smith, West Point School Superintendent advised Town Council that the Town Manager and Town Building Official meet Mike Resch, a consultant for Tremco, at the School facilities to review the leaking roofs. The Town Manager requested Mr. Resch provide a report with a recommendation for replacement or repairs.

Mr. Resch presented Town Council with a report and pictures showing patchwork repairs of the water leaks. Mr. Resch also showed samples of materials for different types of roofing and explained what happens when the insulation becomes wet and has no way to dry.

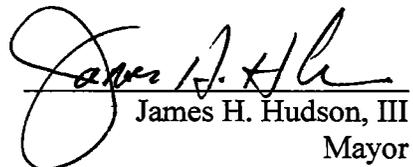
Mr. Gordon asked if Tremco has worked on any previous roofing jobs at the schools.

Mr. Resch advised that Tremco replaced the roof on the Elementary School, the work on the high school and middle school was done by another company.

Dr. Smith stated the School Board would like to begin work on both roof replacement projects this summer.

Mr. Funkhouser advised the Tremco report contains three options. Option one would be repairs only. Option two would include removing the roofing material down to the insulation, inspect and replace all damp insulation. Option three would include removing the entire existing roof down to the metal deck, inspect and repair the deck, replace the insulation and install a new tapered roof with a gravel surface to prevent ponding of water.

Mr. Hudson thanked Mr. Resch for the detailed report and asked for the roof repairs to be placed on the Education Committee agenda.


James H. Hudson, III
Mayor

ATTEST:


Karen M. Barrow
Town Clerk

**TOWN OF WEST POINT
TOWN COUNCIL
MINUTES
February 25, 2008**

I. CALL TO ORDER

The West Point Town Council held its regular monthly meeting on Monday, February 25, 2008. The Honorable James H. Hudson III called the meeting to order at 7:30 p.m. Reverend Randy Mathis gave the Invocation followed by the Pledge of Allegiance.

Members Present: Mayor, Jim Hudson; Vice Mayor, Deborah Ball; Charlie Gordon; Tina Gulley; Wayne Healy; Jack Lawson; Gail Nichols and Bub Shreaves.

Also Present: Trenton L. Funkhouser, Town Manager; Andrea Erard, Town Attorney; Karen Barrow, Town Clerk, Holly McGowan, Community Development Coordinator and other interested persons.

II. CITIZENS ADDRESS TO COUNCIL

A. EDA Update

Bill Cawley advised the EDA last meet on February 13th 2008 to discuss the following agenda items: 1) 7th Street Marina. 2) A quarterly joint work session with the Planning Commission. 3) Broadband Study, the next meeting will be Thursday, February 28th at 1:30 in the Downtown Business Center. 4) The first Jamming on the Point concert series will be May 2, 2008 followed by a second concert on May 23, 2008. 5) The first annual Chesty Puller Memorial Twin Bridge 10K is scheduled for June 21, 2008, Chesty Pullers birthday is June 26.

B. Public Hearing – Kirby Street CDBG Grant

Mr. Hudson read the public hearing advertisement then asked Michael Dodson, Planner for K.W. Poore & Associates Inc. to briefly describe the proposed Kirby Street improvement project.

Michael Dodson presented a rendering showing improvements to the Storm Drainage, Streets and Street Lights, Water Lines, Housing Rehabilitation, Commuter Parking lot and some Property Acquisition. Mr. Dodson also advised the improvement area has changed due to some residents north of 14th Street that do not want to be relocated south of 14th Street.

Mr. Hudson asked the Town Clerk if the Town has received any complaints or grievances.

Mrs. Barrow advised none.

Mr. Hudson asked if the Town has received any special needs request.

Mrs. Barrow advised none.

Mr. Hudson opened the floor for citizens to comment on the Public Hearing for the CDBG Grant application.

1. Francis Thornton, 1121 Kirby Street, West Point, Virginia advised the CDBG Kirby Street Improvement Project is needed in the area and asked Town Council to approve the submittal of the application to VDOT.
2. Brian Heid, 241 1st Street, West Point, Virginia asked what is the intent of the commuter parking lot, it was not discussed at the previous CDBG community meeting.

Mr. Funkhouser advised we have a significant demand for a commuter park and ride and because we don't have a location identified, C & F Bank on 14th Street are allowing a park and ride group to use their parking lot until a permanent location is available for use.

Mr. Hudson asked if any else would like to comment on the advertised Public Hearing. There being none, Mr. Hudson closed the public hearing.

Mr. Hudson asked Mr. Funkhouser what action are you requesting from Town Council.

Mr. Funkhouser advised that Mr. Barber and K. W. Poore & Associates are waiting for addition information regarding the cost of the project prior to submitting the grant application and requested Town Council continue the Town Council meeting until Tuesday, March 18th at 5:30 pm.

Mr. Hudson asked Mr. Funkhouser if he has any other request regarding the Kirby Street project.

Mr. Funkhouser advised that Town Council needs to adopt the Housing Resolution authorizing staff to prepare the application for the housing rehabilitation grant.

CDBG Housing Resolution for Loan with the Federal Home Loan Bank [*See Attached Resolution*]

Mr. Hudson stated the letter from Neal Barber is advising a gap in the housing rehabilitation cost of \$135,000. The enclosed resolution authorizes Town Staff to submit an application for a loan with the Federal Home Loan Bank to assist with financing to rehabilitate residential homes located within the Kirby Street Revitalization project.

Mr. Lawson made a motion to authorize Town Staff to prepare the application for the housing rehabilitation grant, seconded by Mrs. Ball. Upon roll call Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted "Aye".

C. Citizens Address to Council

Mr. Hudson opened the floor for citizens to address Town Council on any Town related business.

1. Brian Heid, 214 1st Street, West Point, Virginia advised he was unable to attend the Public Works Committee meeting in February and stated that he has received a copy of the Draper Aden report on 2nd Street and asked if the report can be reviewed.

Mr. Funkhouser advised the Town Engineer is reviewing the report and will submit a recommendation to the Town with a cost estimate.

Mr. Gordon asked for a copy of the Draper Aden report and for Town Staff to keep the Public Works Committee informed on what is being done and asked when will a site visit be arranged between the Community Development Committee and the Town Engineer.

Mr. Hudson stated that he thought the Community Development Committee was to schedule a site visit.

Mr. Funkhouser advised a site visit can be arranged once the Town Engineer has reviewed the report and copies of the report are given to Town Council.

Mr. Hudson asked if there was any one else that would like to address Town Council on any Town related business. There being none, Mr. Hudson closed the Citizens Address.

III. COUNCIL RESPONSE

None were noted.

IV. AGENDA CHANGES

Mr. Shreaves made a motion to move agenda item VI. E – 3, The FBLB Housing Application Resolution to the Kirby Street Public Hearing for action and removed the Closed Session from Old Business. Seconded by Mrs. Gulley, upon roll call Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted “Aye”.

V. ADOPTION OF CONSENT AGENDA

Mr. Lawson made a motion to adopt the following consent agenda, seconded by Mrs. Ball. Upon roll call Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted “Aye”.

- 1) Minutes of January 28, 2008 Town Council Meeting and Work Session
- 2) Cash Reports
 - a) General Fund
Cash on hand as of January 31, 2008 - \$3,896,299.50
 - b) Water Fund
Cash on hand as of January 31, 2008 - \$488,361.60
 - c) CIP
Cash on hand as of January 31, 2008 - \$324,346.08
- 3) Monthly Budget Report
- 4) School Fund Cash Report
 - a) Cash on hand as of January 31, 2008 - \$235,688.13
- 5) West Point Monthly Police Activity Report
- 6) Building Official Monthly Report
- 7) Public Works Monthly Permit Report
- 8) Community Development Monthly Permit Report
- 9) Treasurer Monthly Report

V. COMMITTEE REPORTS

A. Public Safety – Mrs. Gulley reported for the Committee.

Mrs. Gulley advised there was nothing to report.

B. Finance Committee – Mrs. Ball reported for the Committee

Mrs. Ball advised there was nothing to report.

C. Education Committee – Mrs. Nichols reported for the Committee

Mrs. Nichols advised the Education Committee received the roof report for both the Middle School and High School and a draft budget proposal from the School Superintendent. The School Board has scheduled a joint work session with Town Council for Tuesday, March 11th at 7 pm at the School Board Conference Room.

D. Economic and Community Development – Mr. Lawson reported for the Committee

1. Ordinance 01-08 – Fences and Walls

Mr. Lawson made a motion to authorize the Planning Commission to advertise a public hearing for April 2, 2008, on Ordinance 01-08, Fences and Walls, Section 70-345 as presented and authorize the Town Manager to schedule a public hearing at the next available Council Meeting following receipt of a Planning Commission recommendation. Seconded by Mr. Gordon, upon roll call Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted “Aye”.

2. Ordinance 02-08 – Sidewalks

Mr. Lawson stated the Planning Commission is requesting permission to review the Sidewalk Ordinance. Mr. Lawson suggested the Community Development Committee review the ordinance before the Town pays for advertising on an Ordinance that is not adopted.

The consensus of Town Council is for the Community Development Committee to review the Sidewalk Ordinance.

E. Public Works – Mr. Gordon reported for the Committee

Mr. Gordon advised there was nothing to report.

VII. TOWN MANAGER'S ITEMS

A. Appointment of Zoning Administrator

Mr. Shreaves made a motion to appoint Ms. Holly McGowan as Zoning Administrator in accordance with Section 70-48(a) of the Town Code and § 15.2-2286(a)(4) of the Code of Virginia. Seconded by Mrs. Gulley,

B. Town Square

Mr. Funkhouser advised the Town has received two bids for construction of Phase I of the Town Square, we are waiting for one more bid. Staff is requesting authorization to negotiate a contract for the construction of Phase I of the build-out of the Town Square.

Mr. Healy made a motion to authorize the Town Manager to execute and deliver a contract with the lowest bidder for construction of Phase I of the Town Square and for the contract to be approved to form by the Town Attorney, and for the Town Manager to enter into an agreement with Virginia Power to relocate the electric service line underground. Seconded by Mrs. Ball, upon roll call Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted "Aye".

C. Mattaponi Avenue Drainage Improvements

Mr. Funkhouser advised the Town Engineer has a revised draft solution for the drainage of water from both sides of the road on Mattaponi Avenue for a cost not to exceed \$50,000. The proposal does not require VDOT approval and work can begin this summer.

Mr. Lawson asked if the water will drain out into West Point Creek and if this proposal will take care of the standing water.

Mr. Funkhouser advised yes, it will take care of the majority of the water. Funding is available in the FY 07-08 budget.

Mr. Lawson made a motion to authorize the Town Manager to proceed with the purchase of materials outlined in the proposal (MWA Project 1571-04) dated February 5, 2008 to solicit bids for installation and to select an appropriate contractor based on the lowest and most responsive bid received. Seconded by Mr. Gordon, upon roll call Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted "Aye".

VIII. OLD BUSINESS

There was nothing to report.

IX. NEW BUSINESS

A. Planning Commission Report - Mr. Hudson

Mr. Hudson advised that Planning Commission meet on February 6, 2008 to discuss the following agenda items: 1) Deferred action on Townhouses to be added to R-4 zoning district as a permitted use. 2) Planning Commission voted to submit a recommendation to Town Council on Fences and Walls, Section 70-345 of the Town Code. 3) Planning Commission are requesting a referral from Town Council to review the Sidewalk Ordinance.

X. RECESS

Mrs. Gulley made a motion to recess the meeting until Tuesday, March 18, 2008 at 5:30 pm in Town Chambers at 329 6th Street, West Point, Virginia. Seconded by Mrs. Nichols, upon roll call Mrs. Ball, M. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson, Mrs. Nichols and Mr. Shreaves all voted "Aye".

WEST POINT TOWN COUNCIL
CONTINUED MEETING
MARCH 18th 2008
MINUTES

The Honorable James H. Hudson reconvened the continued meeting of February 25th, 2008 on Tuesday, March 18th 2008 at 6 pm.

Members Present: James H. Hudson, III. Mayor; Deborah T. Ball, Vice Mayor; Mr. Charles Gordon, Mrs. Tina Gulley, Mr. Wayne Healy, Mr. Jack Lawson and Mr. Bub Shreaves.

Members Absent: Gail Nichols.

Also Present: Karen M. Barrow, Town Clerk; Neal Barber, Economic Development Coordinator; Chief Bill Hodges, WPPD; Holly McGowan, Community Development Coordinator and Kim Sirman, Emergency Communications Coordinator.

Mr. Neal Barber presented Town Council with a Resolution and estimated cost for the CDBG Kirby Street Neighborhood Improvement Project. Mr. Barber gave an itemized breakdown for a total cost of \$3,012,027.

Mrs. Gulley asked Mr. Barber how he identified the people and homes that become part of the neighborhood project.

Mr. Barber advised the project boundaries were established by the community through public meetings and there were eligibility requirements that had to be met by qualified members of the public living within the project boundaries.

Mrs. Gulley asked Mr. Barber to identify the rental properties on the map.

Mrs. Ball stated that when the homes are renovated, the re-assessments will increase, increasing the Town's revenue.

Mr. Shreaves stated that this is a worthwhile project that will improve the quality of life for some residents.

Mrs. Ball asked if there will be restrictions recorded in the Clerks office on these properties.

Mr. Barber advised yes.

Mr. Hudson asked Mr. Barber how much will the entire project cost the Town.

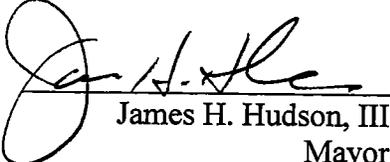
Mr. Barber advised Town Council's commitment of funds would be approximately \$50,000 to \$100,000.

Mr. Hudson stated that he wants every one to know that some of the funds are allocated in loans and payments will have to be made on the loans in the future.

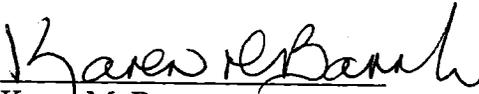
Mrs. Gulley made a motion to adopt the attached Resolution, seconded by Mrs. Ball. Upon roll call, Mrs. Ball, Mr. Gordon, Mrs. Gulley, Mr. Healy, Mr. Lawson and Mr. Shreaves all voted "Aye".

ADJOURNMENT

Mr. Gordon made a motion to adjourn the meeting, seconded by Mrs. Ball. Upon a unanimous vote, the meeting was adjourned.


James H. Hudson, III
Mayor

ATTEST:



Karen M. Barrow
Town Clerk

RESOLUTION
AUTHORIZING THE PREPARATION AND FILING OF AN
APPLICATION FOR COMMUNITY IMPROVEMENT GRANT FUNDS
THROUGH
THE VIRGINIA SMALL CITIES COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

WHEREAS, the Town of West Point participated in the Small Cities Community Development Block Grant (CDBG) program under the Virginia Department of Housing Community Development's (VDHCD) 2007 Planning Grant program by undertaking a comprehensive community development study for the Kirby Street Neighborhood Renewal Project; and

WHEREAS, the Kirby Street Neighborhood is a priority area in the Town's Comprehensive Plan because of neighborhood deterioration, the impact of the new Lord Delaware and Eltham Bridge Project (State Route 33), and the historic importance of this area; and

WHEREAS, the Town in cooperation with neighborhood residents, conducted door-to-door surveys in the Kirby Street neighborhood and citizen meetings, formed a project management team and neighborhood advisory committee, and completed a needs assessment and environmental review with participation of the neighborhood residents, property owners, a local engineer and Bay Aging; and

WHEREAS, said needs assessments and surveys identified deteriorated and dilapidated housing, concentrations of blight, unimproved alleys, poor street conditions, lack of sidewalks, deteriorating curb & gutter, and insufficient storm drainage, inadequate water pressure, and a deficient sanitary sewer system as the major needs and concerns of the property owners and residents of the neighborhood; and

WHEREAS, a Comprehensive Community Development (CCD) Improvement Program for physical redevelopment has been developed by the Town in cooperation with the Kirby Street neighborhood residents and property owners and other stakeholders pursuant to requirements for funding set forth by the Virginia Department of Housing and Community Development (VDHCD); and

WHEREAS, a **Preliminary Engineering Report (PER)** for the required public improvements, a **Housing Rehabilitation Program** for the rehabilitation of the deteriorating units, a Commercial Property Improvement Program to support façade improvements and to supplement the private investment in the proposed Beverly Allen Historical Museum and Cultural Center, and a **Property Acquisition and Tenant Relocation Plan** to remove blight from the neighborhood have been completed in support of the revitalization program; and

WHEREAS, the Kirby Street neighborhood is comprised of 47 dwelling units with 42 having serious housing deficiencies of which 4 are vacant (2 targeted for demolition); and

WHEREAS, the Kirby Street Neighborhood Renewal Program will benefit 43 existing occupied households of which 36 are low and moderate-income households (83.7%) (72 low- and moderate-income persons (94 total persons) – 76.6% LMI); and

WHEREAS, one hundred percent (100%) direct benefit will result from the implementation of the housing rehabilitation program for 14 LMI owner-occupied units (34 persons) and 8 LMI tenant occupied units (17 persons); substantial reconstruction of 1 LMI owner-occupied units (2 persons); the relocation of 1 LMI tenant household (1 person) to a standard housing unit for a total of 24 LMI household (54 LMI person); and an indirect benefit for 94 people (72 LMI – 76.6%) residing in the neighborhood resulting from the street, storm drainage, sidewalk, water and sewer line improvements as well as the property acquisition and demolition activities to remove blighting influences; and

WHEREAS, Citizen and Farmers Bank (C&F) of West Point has provided a written commitment to assist with supplemental funding through the Federal Home Loan Bank Atlanta (FHLBA) in the rehabilitation of twelve (12) LMI housing units; with said homes having an estimated average supplemental investment by C&F Bank of \$12,598 for a total investment of \$151,175; and

WHEREAS, weatherization assistance is available through Bay Aging in order to support the housing rehabilitation of nine (9) of the income-eligible property owners estimated at \$18,356; and

WHEREAS, the Town of West Point has obtained approval of its 2007 VDOT Enhancement Grant (\$249,700) project for a new Visitors Center to be constructed in the neighborhood at the corner of 14th and Kirby Street; and

WHEREAS, the Town of West Point applied in October 2007 for 2008 VDOT Enhancement Funds to construct a commuter parking lot under Eltham Bridge, construct brick sidewalks between the commuter lot and the Visitors Center, construct a pedestrian/bicycle trail under the Eltham Bridge linking the Kirby Street neighborhood between 13th and 15th Streets, repair sidewalks along Kirby and 13th Street, improve roadway resurfacing along 13th Street between Main and Kent Streets as well as along Kirby Street between 14th and 13th Streets, add ornamental lights and trees to Kirby Street along 13th Street between Main and Kent Streets as well as along Kirby Street between 14th and 13th Streets, all to serve and enhance the area for the Kirby Street residents and visitors to the Town at a total cost of \$645,507 ; and

WHEREAS, said parking, pedestrian, and roadway improvements are designed to promote environmental responsibility under the **Go Green Virginia Initiative** as a practical action to reduce carbon emissions generated by the local community; and

WHEREAS, the Town of West Point is committing \$20,000 in local funds to be used with CDBG funding to help the local Beverly Allen Historical Museum and Cultural Center, a non-profit agency, to make façade improvements to the historic African-American school building located at 13th and Kent Streets with said building to be renovated for a community center / museum, and said façade improvements serving to eliminate a blighting influence; and

WHEREAS, the Town of West Point is committing \$615,498 in capital funds to the Kirby Street Renewal project to carry out the comprehensive neighborhood improvement activities and accomplish the objectives of the Kirby Street Neighborhood Improvement Project including \$2,500 of in-kind services to assist in neighborhood improvements and cleanup; \$105,456 for water line improvements; \$10,209 for sanitary sewer and storm drainage improvements; \$77,651 for new and improved sidewalks as well as roadways and alley construction; \$62,551 infrastructure engineering fees; \$168,665 for the acquisition of three (3) blighted structures in the neighborhood; and \$168,466 in town funds for streetscape improvements that will include new sidewalks, historic lighting, and street trees as part of the 2007/2008 VDOT Transportation Enhancement Program; and \$20,000 for façade improvement for the Beverly Allen Museum / Civic Center; and

WHEREAS, the Town of West Point is eligible for and wishes to submit a FY 2008 CDBG Comprehensive Community Development (CCD) project application to address the identified needs in the Kirby Street Neighborhood; and

WHEREAS, the application will include a total request of \$1,400,000 from the Virginia Department of Housing and Community Development in Community Improvement Grant (CIG) funds and will be submitted by March 26, 2008 for consideration during the 2008 CDBG funding round; and

WHEREAS, the Town of West Point has properly advertised and conducted public hearings on January 25, 2008 and February 25, 2008 which addressed the CDBG program and the CDBG project application, thereby meeting citizen participation requirements; and

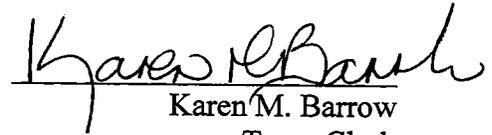
WHEREAS, residents and property owners, have requested the Town proceed post haste in resolving the problems identified in the neighborhood and in securing necessary funds to carry out Comprehensive Community Development (CCD) Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of West Point, Virginia that:

1. The Town of West Point wishes to apply for a FY 2008 CDBG Community Improvement Grant in the amount of \$1,400,000 for the Kirby Street Comprehensive Community Development Project; and hereby commits a total of \$615,498 in Town investment and \$996,529 in non-CDBG funds for a total project cost of \$3,012,027

for the purpose of undertaking a comprehensive neighborhood improvement program to address 100 percent of the identified needs.

2. The Town hereby authorizes the Town Manager, the Town's chief administrative official, to execute and file all appropriate documents necessary for submission of the Town of West Point's 2008 Community Development Block Grant application on March 26, 2008 and to provide such additional information as may be required by the Virginia Department of Housing and Community Development.

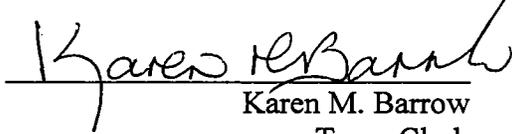

Karen M. Barrow
Town Clerk

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
COMMUNITY INVESTMENT SERVICES PROGRAMS OF THE
FEDERAL HOME LOAN BANK OF ATLANTA**

RESOLVED:

1. The Participant will participate in various community investment programs (the "Programs") offered by the Federal Home Loan Bank of Atlanta (the "Bank") through its Community Investment Services department, including without limitation the Bank's Affordable Housing Program, Predevelopment Fund and its Economic Development and Growth Enhancement Program.
2. The Town Manager, Economic Development Coordinator, and Community Development Director of Participant, and each of them (the "Authorized Persons") is hereby authorized to execute any agreement or application governing and relating to Participant's involvement in any Programs.
3. The execution and delivery of that certain Access Form for Sponsor Web System Access and the Terms and conditions for sponsor Web System Access is hereby ratified and confirmed.
4. The Bank be will entitled to rely on this rely on this resolution until Participant provides the Bank with a resolution changing or rescinding this resolution. No change or rescission will be given effect until the Bank receives such certified copy and the Bank has been afforded a reasonable opportunity to act on such change or rescission, and no such change or rescission will affect any then-existing agreement between the Bank and the Participant, unless the Bank to such effect, in each instance, in writing. Participant will indemnify and hold harmless the Bank from any loss suffered or liability incurred by the Bank prior to receipt of such certified copy as a result of the Bank acting as if such rescission or change had not occurred.

Certified to be a true copy of a resolution adopted by the Town Council of the Town of West Point at its regular monthly meeting held February 25th, 2008 at which meeting a quorum was present and voted throughout.


Karen M. Barrow
Town Clerk

I, the undersigned, being duly qualified and acting as Clerk of the Town of West Point (the "Participant" hereby certify that:

- a) the Participant is duly organized and existing, and has the power to take actions called for by the following resolution (the "Resolution");
- b) no provision in the Town Charter, Town Ordinances, or other governing documents of the Participant limits the power of the governing body of the Participant to adopt the Resolution;
- c) the Resolution is in conformity with the Town Charter, Town Ordinances, or other governing documents of the Participant;
- d) the Resolution is a true copy of a resolution duly adopted by the governing body of the Participant and recorded in the minutes of a meeting of the governing body held on February 25, 2008; and
- e) the Resolution has not been rescinded or modified and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Participant this 25th day of February, 2008

SEAL

Karen H. Barlow
Town Clerk

CERTIFICATION OF INCUMBANCY

I , the undersigned, being duly qualified and acting Town Clerk of the Town of West Point (the "Participant"), hereby certify that:

1. The Authorized Persons referenced in Paragraph 2 of that certain Resolution Authorizing Participation in Community Investment Services Programs of Federal Home Loan Bank of Atlanta are as follows:

Name	Title	Signature
<u>Trent Funkhouser</u>	<u>Town Manager</u>	
<u>Neal Barber</u>	<u>Economic Development Coordinator</u>	
<u>Holly N McGowan</u>	<u>Community Development Director</u>	

2. The Authorized Persons are duly appointed, qualified, and acting officials of the Participant having titles set forth above and the signatures of such persons set forth opposite their names and titles are genuine signatures.

3. The Certificate of Incumbency supersedes and replaces any prior Certificate of Incumbency related to Participant's Resolution Authorizing Participation in the Community Investment Services Programs of Federal Home Loan Bank of Atlanta.

4. This Certificate of Incumbency is effective, and may be relied upon by Federal Home Loan Bank of Atlanta, until Federal Home Loan Bank of Atlanta received a Certificate of Incumbency that replaces and supersedes this Certificate of Incumbency

IN WITNESS WHEREOF, I have executed this certificate the 25th day of February, 2008

Karen M Barrow

Name: Karen M Barrow

Title: Town Clerk

TERMS AND CONDITIONS FOR SPONSOR WEB SYSTEM ACCESS

1. System.

a. **Right to Access.** On and subject to the terms and conditions in the Agreement (which Agreement consists of these Terms and Conditions, the related Access Form executed by FHLBA and Sponsor and the User Policies (defined below)), FHLBA will make available from time to time, and Sponsor may access and use, the System (as defined in the Access Form).

b. **Implementation.** At such time after the Effective Date (as defined in the Access Form) as FHLBA deems appropriate in its sole discretion, FHLBA will use commercially reasonable efforts to establish Sponsor's access to the System. Sponsor will from time to time execute such documents, forms and agreements, and provide such information, as are reasonably requested by FHLBA to make the System available to Sponsor as contemplated under the Agreement. Sponsor is solely responsible for obtaining and maintaining the necessary hardware, software and communications links and services necessary to access and use the System.

c. **Use Policies.** Sponsor will use the System in accordance with the Agreement and FHLBA's written instructions, policies, procedures and requirements provided to Sponsor or accessible by Sponsor on FHLBA's web site (the "User Policies"). FHLBA may modify such User Policies from time to time upon notice (via e-mail, website posting or otherwise) to Sponsor. Sponsor warrants that its use of the System will not violate any applicable laws or regulations. Sponsor will use the System only for its internal business purposes, and will not provide to any third party, nor permit any third party to use, the System or any component thereof, except for third-party agents or contractors which Sponsor has authorized to act on its behalf in connection with the provision of information to FHLBA and which use the System solely on Sponsor's behalf and have agreed to do so in accordance with the terms and conditions of this Agreement. Such use by authorized agents and contractors shall not relieve Sponsor of any of its obligations under this Agreement, and no such agent or contractor shall be considered a third-party beneficiary of the Agreement, notwithstanding any provision hereof to the contrary.

2. Registration and Access.

a. **User ID and Password.** At such time after the Effective Date (as defined in the Access Form) as FHLBA deems appropriate in its sole discretion, FHLBA will deliver to Sponsor a unique user identification and password, and any other security features designated by FHLBA as necessary for Sponsor to access the System (which may include, without limitation, security tokens or digital certificates). Sponsor will, in accordance with all applicable User Policies, use such user identification, password and other security features to access, create, use and maintain the Sponsor's information (including, without limitation, maintaining accurate contact information with respect to Sponsor).

b. **Account Security.** Sponsor is solely responsible for maintaining the security of, and for all activities that occur under, Sponsor's user identification, password and other security features, and for any information or data transmitted, stored or received by Sponsor in using the System. Sponsor will not lend, give or otherwise disclose

Sponsor's user identification, password or other security features to any unauthorized person, or permit any unauthorized person to access the System through the use of such user identification, password or security features. FHLBA and its member institutions ("Institutions") are entitled to rely upon any action taken, information provided or request made, through the use of the user identification, password or other security feature of Sponsor, and FHLBA and its Institutions will not be liable to Sponsor or any third party for the consequences of such reliance. Sponsor will notify FHLBA immediately upon becoming aware of any unauthorized use of the System or any compromise of security with respect to Sponsor's user identification, password or security feature. After receiving such notice, FHLBA will, if appropriate, deactivate the user identification, password and security features associated with such unauthorized use, but FHLBA will have no liability, and hereby disclaims all responsibility, for losses, damages, penalties or expenses associated with such unauthorized use or the continuation thereof.

d. **Authority.** Sponsor hereby warrants and represents that Sponsor has all necessary authority to perform the functions with respect to the System, and that each employee, contractor or agent that Sponsor permits to use its user identifications, passwords or security features has all necessary authority to perform and take all actions on behalf of Sponsor in connection with the System.

3. Service Levels.

a. **Availability.** Sponsor acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the System or the website, unexpected outages or interruptions (including without limitation the force majeure events under Section 17 below) or any other act or omission of a sponsor or an Institution or any third party. FHLBA will not incur any obligation or liability as a result of any interruption or loss of service.

b. **Maintenance.** FHLBA may periodically perform maintenance and repairs that may impact the availability or functionality of the System. FHLBA will not incur any obligation or liability as a result of such maintenance or repairs or FHLBA's failure to undertake such maintenance or repairs.

c. **Security and Monitoring.** FHLBA may implement and maintain security measures (including, without limitation, encryption software and firewalls) designed to prevent security breaches with respect to the System. FHLBA may use tools to monitor the technical performance, availability, security and use of the System, but the existence or non-existence of such tools, and the use or non-use thereof, will not impose any obligation or liability on FHLBA.

4. Sponsor Data.

a. **License.** As between FHLBA and Sponsor, Sponsor owns all rights to the data provided solely by Sponsor for use in connection with the System (the "Sponsor Data"), except that Sponsor hereby grants to (i) FHLBA a license to use Sponsor Data in connection with FHLBA's business activities or as otherwise permitted by law, including for FHLBA's public relations purposes, and (ii) the Institutions a license to use Sponsor Data for purposes relating to the

Programs, including, without limitation, creation, submission and manipulation of Program applications.

b. **Quality of Data.** Sponsor warrants and represents that it has the authority to provide Sponsor Data to FHLBA and the Institutions, and that FHLBA's and the Institutions' use of Sponsor Data will not violate any applicable law or regulation or any third party right. Sponsor is solely responsible for any errors and inaccuracies in Sponsor Data, and for reviewing and determining the validity and accuracy of all data and information it receives through the System. Sponsor will not, either indirectly or directly, through either the material or information uploaded, posted, transmitted, published or distributed by it or otherwise, interfere with, corrupt, damage or disrupt, or allow the interference, corruption, damage or disruption of, the System, the website or computer networks or software connected to the System.

5. **Proprietary Rights.** Subject to Sponsor's rights under Section 4, FHLBA, as between Sponsor and FHLBA, owns and will retain all rights and interests in and to the System and each component thereof, including, without limitation, all copyrights, patents, trademarks, trade secrets and other proprietary rights. Sponsor will not have, acquire or assert any rights in the System or components, and will not, without FHLBA's prior written consent, copy, reproduce or distribute in any manner any of the content, data or information available through the System, except for such data or information that is specifically related to Sponsor's projects. All third parties providing a product or service to FHLBA and used by FHLBA in the System are hereby deemed third party beneficiaries entitled to enforce directly against Sponsor their intellectual property rights in such products or services.

6. **No Program Guarantee.** Nothing herein will be deemed to constitute a guarantee, and FHLBA makes no guarantee, that an Institution will include Sponsor in an application submitted under any Program or that any such application will be approved.

7. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, FHLBA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE SYSTEM, AND FHLBA HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESCRIPTION, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Liability Limitation.** SPONSOR'S SOLE REMEDY, AND FHLBA'S SOLE OBLIGATION, WITH RESPECT TO ANY BREACH OF THE AGREEMENT OR FAILURE OR ERROR OF THE SYSTEM WILL BE TO CEASE USE OF THE SYSTEM AND OF ANY ERRONEOUS RESULTS FROM THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FHLBA WILL NOT BE LIABLE TO SPONSOR OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES (INCLUDING, WITHOUT LIMITATION, ANY THEORIES OF BREACH OF CONTRACT OR WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY)) FOR ANY DIRECT (EXCEPT TO THE EXTENT SUCH DIRECT DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FHLBA), COMPENSATORY, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, ANY COSTS TO PROCURE SUBSTITUTE SERVICES OR ANY LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS RELATING TO THE AGREEMENT OR THE SYSTEM (OR THE UNAVAILABILITY OF ALL OR ANY PART THEREOF), EVEN IF FHLBA KNEW OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR ACKNOWLEDGES THAT FHLBA IS NOT AN INSURER AND THE PROVISION OF THE SYSTEM BY FHLBA IS CONTINGENT ON THE LIABILITY LIMITATIONS IN THIS SECTION 8.

9. **Indemnification.** Sponsor will indemnify, defend (at FHLBA's election) and hereby releases FHLBA from any and all claims, losses, damages, penalties, costs and expenses (including, without limitation, reasonable legal fees) arising from or relating to Sponsor's, its agents' and contractors' use of the System or breach of the Agreement, except to the extent caused by the gross negligence or willful misconduct of FHLBA.

10. **Term and Termination.** The initial term of the Agreement will commence on the Effective Date set forth in the Access Form and, unless earlier terminated in accordance with this Section 10, will extend until either party provides the other with 30-days notice of termination. In addition, FHLBA may immediately terminate the Agreement if Sponsor breaches the Agreement and does not cure such breach within five days after receiving notice thereof, or if FHLBA reasonably believes that Sponsor's use of the System may violate any applicable law or regulation or agreement or damage or threaten the security of FHLBA's or any of its suppliers', licensors', contractors', Institutions', users' or other sponsors' accounts, resources, information, data, software or servers. Upon termination of the Agreement, Sponsor will promptly return to FHLBA all data, materials, Confidential Information (as defined below) and other properties of FHLBA held by Sponsor with respect to the Agreement. Notwithstanding anything to the contrary in the Agreement, Sections 4, 5, 6, 7, 8, 9, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22 and this Section 10 of these Terms and Conditions will survive termination of the Agreement.

11. **Suspension.** Notwithstanding anything to the contrary in the Agreement, FHLBA may, without any liability, obligation or notice to Sponsor, suspend Sponsor's use of the System if, in FHLBA's reasonable discretion, Sponsor's use of the System may violate any applicable law or regulation or agreement or could damage or threaten the security of FHLBA's or any of its suppliers', licensors', contractors', Institutions', users' or other sponsors' accounts, resources, information, data, software or servers.

12. **Confidentiality.** "Confidential Information" means information, in any form, of or relating to FHLBA, its customers, users, Institutions, contractors, suppliers or licensors or the System and that is not generally known to the public or that is marked confidential or proprietary. Sponsor will not, and will cause its contractors and agents to not, directly or indirectly, disclose or use FHLBA's Confidential Information except as expressly authorized under the Agreement. Sponsor may use FHLBA's Confidential Information only as necessary to perform its obligations or exercise its rights under the Agreement, but in doing so will only disclose such Confidential Information on a need-to-know basis to persons that have been informed of the confidential nature of such information and are bound by confidentiality obligations no less protective of

such information than those under this Section 12. Sponsor shall be responsible to FHLBA for any such discloser's use or disclosure of FHLBA's Confidential Information in a manner not permitted by this Section 12. Sponsor must use the same degree of care in protecting FHLBA's Confidential Information as it uses to protect its own, similar confidential information, but in no event will Sponsor use less than reasonable care to protect such Confidential Information. FHLBA may seek equitable relief (in addition to any other remedies) to enforce this Section 12.

13. Entire Agreement; Amendment. These Terms and Conditions, the User Policies, and the Access Form are the entire agreement between the parties with respect to Sponsor's use of the System and supersede all agreements, understandings, discussions, warranties and representations, in any form, express or implied, between the parties prior to the Agreement and related to Sponsor's use of the System, except that the parties acknowledge that Sponsor's eligibility for, and the actual provision of, specific FHLBA Programs, products and services are governed by various other agreements and resolutions, as well as applicable regulations and FHLBA policies, and that the Agreement does not supersede such other agreements, resolutions, regulations or policies other than to the extent that they specify a certain mode or method of executing or administering transactions, in which event the Agreement will control as to such administrative matters. If a conflict arises between these Terms and Conditions and the Access Form, then these Terms and Conditions will control. The Agreement may only be amended by a writing signed by each party, except that FHLBA may, in its sole discretion, modify (a) the User Policies in accordance with Section 1, and (b) these Terms and Conditions upon notice (via e-mail, website posting or otherwise) to Sponsor, and Sponsor's continued use of the System after such notice will constitute Sponsor's acceptance of such revised Terms and Conditions.

14. Relationship. FHLBA's relationship to Sponsor is solely as an independent contractor.

15. Assignment. Sponsor may not assign the Agreement without the prior written consent of FHLBA.

16. Third Parties. FHLBA may use third parties to perform one or more of FHLBA's obligations, or exercise one or more of its rights, under the Agreement, but such use will not relieve FHLBA of any of its obligations under the Agreement. Except as expressly set forth in the Agreement, no person will be considered a third-party beneficiary of the Agreement.

17. Force Majeure. FHLBA will not be liable for any failure or delay in performance to the extent caused by any event beyond its reasonable control, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event.

18. Links. FHLBA is not responsible for the content, information accuracy or other aspects of any third-party owned web site to which a person may link from the System, including, without limitation, any third-party web sites accessible from links provided by FHLBA.

19. Governing Law. The Agreement will be governed by and construed in accordance with the laws and regulations of the United States of America, the State of Georgia, the Federal Housing Finance Board or any successor entity and any other governmental agency of competent jurisdiction. Each party hereby submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Georgia in Atlanta, Fulton County, Georgia for the resolution of any court actions arising with respect to the Agreement. Sponsor acknowledges that FHLBA controls and operates the System from Atlanta, Georgia, and that any use of the System from or in locations outside of District 4 of the Federal Home Loan Bank system is at such Sponsor's own risk and without any responsibility or liability of FHLBA.

20. Severability; Waiver. If any provision of the Agreement is found illegal or unenforceable by a court of competent jurisdiction, then the Agreement will remain in full force and effect and the parties will substitute for such provision a legal and enforceable provision that most nearly effects the parties' intention. Any waiver by a party must be in writing and signed by such party.

21. Notices. Except as otherwise set forth in the Agreement, all notices under the Agreement must be in writing (which the parties stipulate will include electronic communications in perceivable form) and delivered to the individual and address first designated in the Access Form.

22. Other. All contents of the FHLBA's website are copyrighted and may only be used in accordance with the terms and conditions of this Agreement. The name "Federal Home Loan Bank of Atlanta" and the FHLBA graphics and logos are property of FHLBA and may not be used without the prior written permission of FHLBA. Sponsor acknowledges that neither the System nor any content of the website (i) represents investment advice, (ii) constitutes an offer to extend credit, a grant or subsidy, and (iii) constitutes investment solicitation or an offer to buy securities. Sponsor should not rely on the website or the System in making an investment decision, credit decision or calculating the timing or amount of payment on debt securities or any other related information. Sponsor acknowledges that the website contains information that is not part of any offering notice or offering circular for consolidated obligations of the Federal Home Loan Banks or other credit products of FHLBA.

**ACCESS FORM FOR
SPONSOR WEB SYSTEM ACCESS**

In connection with its community investment programs (collectively, the "Programs" and individually, a "Program"), Federal Home Loan Bank of Atlanta ("FHLBA") provides non-members that are participating in such Programs with access to a portion of FHLBA's website at www.fhlbatl.com that permits such participants to provide and obtain certain information related to their applications and their current projects under certain Programs (the "System"). By entering into this Access Form, FHLBA agrees to make the System available to the below-named Sponsor and Sponsor agrees to use the System, all in accordance with and subject to the terms and conditions of this Access Form and the terms and conditions for access to the System attached to this Access Form and available at www.fhlbatl.com (the "Terms and Conditions"), which, by signing below, Sponsor hereby acknowledges having read and understood prior to its execution below. FHLBA will notify Sponsor of any changes in the Terms and Conditions, and Sponsor hereby agrees that its continued use of the System after being notified of such changes constitutes its agreement to those changes. The Agreement (as defined in the Terms and Conditions) will be effective on the latest of the execution dates set forth below (the "Effective Date"). By signing below, Sponsor further agrees to accept and be bound by electronic agreements and other documents executed electronically in the course of using the System, and FHLBA and Sponsor agree that the Access Form may be executed by facsimile signature and in multiple counterparts, each of which shall constitute an original.

ACCEPTED BY FHLBA:

Address: 1475 Peachtree Street, NE
Atlanta, Georgia 30309

Voice Telephone: (800) 536-9650 Press 3, then 2

Fax: (404)888-8285

E-mail: www.fhlbaccess@fhlbatl.com

1) Signature: _____

Name: _____

Title: _____

Execution Date: _____

2) Signature: _____

Name: _____

Title: _____

Execution Date: _____

ACCEPTED BY: West Point, Virginia
("Sponsor")

Address: 329 Sixth St
West Point, VA 23181

Voice Telephone: (804) 843-2228

Fax: (804) 843-4364

E-mail: nbarber@west-point.va.us

1) Signature: *Neal Barber*

Name: Neal Barber

Title: Economic Development Coordinator

Execution Date: 2/25/2008