ENGINEERING CONSULTING SERVICES, LTD.
Geotechnical • Construction Materials • Environmental

December 22, 2003

RECEIVED
APR 22 2004
PUBLIC WORKS
CITY OF
CHESAPEAKE

Ms. Lynn Sears
CPM Virginia, LLC
1541 Alta Drive
Whitehall, Pennsylvania 18052

Reference: Centerville Turnpike Pavement Cores
Centerville Turnpike and Whittamore Road
Chesapeake, Virginia

ECS Project No. 04:6585

Dear Ms. Sears:

On December 21, 2003, coring was performed within the existing pavement of Centerville Turnpike near its intersection with Whittamore Road, in the City of Chesapeake, Virginia. We performed the cores at the approximate locations shown on the Pavement Core Plan prepared by Hassell & Folkes dated Sept., 2003. Ten 4-inch diameter cores were performed within the right-of-way of Centerville Turnpike. Four cores were performed in the north-bound lane and six cores were performed in the south-bound lane. Eight of the cores (C-2 through C-9) were performed within the recently completed limits of the Centerville Turnpike and Whittamore Road Improvements for the Etheridge Greens development. One core (C-1) was performed in the roadway north of the improvement limits and another core (C-10) was performed in the roadway south of the improvement limits. A location plan showing the approximate core locations and the core numbering system is included in Enclosure 1.

Diamond Equipment Contracting Corporation performed the cores utilizing a 4-inch core bit and an electric coring machine. The asphalt pavement depths recorded at the core locations varied from 3 to 11 inches. Underlying the asphalt, we encountered aggregate base course material that was noted to vary from 4 inches to 6-¾ inches in thickness. Typically the base course aggregate appeared to be a dense graded crushed stone similar to VDOT 21B stone. However, at a couple of the core holes, we observed the presence of much larger-sized aggregate similar to VDOT No. 1 stone mixed in with dense graded aggregate. Our pavement core observations are summarized in the following table.

814 Greenbrier Circle, Suite A, • Chesapeake, Virginia 23320-2643 • (757) 366-5100 • Fax (757) 366-5203
Offices: Baltimore, MD • Frederick, MD • Aberdeen, MD • Chantilly, VA • Winchester, VA • Fredericksburg, VA • Richmond, VA • Roanoke, VA
Danville, VA • Chesapeake, VA • Williamsburg, VA • Charlotte, NC • Raleigh, NC • Greensboro, NC • Wilmington, NC
Greenville, SC • Atlanta, GA • Cornelia, GA • Austin, TX • Dallas, TX • San Antonio, TX • Chicago, IL

Core #	Lane	Asphalt Thickness (inches)	Aggregate Base Course Thickness (inches)
C-1	Southbound	5-½	6-¾
C-2	Southbound	3	6
C-3	Northbound	4	6
C-4	Southbound	4-½	6
C-5	Southbound	11	6
C-6	Southbound	8	6
C-7	Northbound	10	5
C-8	Southbound	5	8
C-9	Northbound	11	4
C-10	Northbound	10	4

We appreciate the opportunity to be of service to you on this project. If we can be of any further assistance, please feel free to contact this office.

Very truly yours,

ENGINEERING CONSULTING SERVICES, LTD.

Jason E. Trimyer
Staff Technologist

Gary R. Witsman, P.E.
Principal Engineer

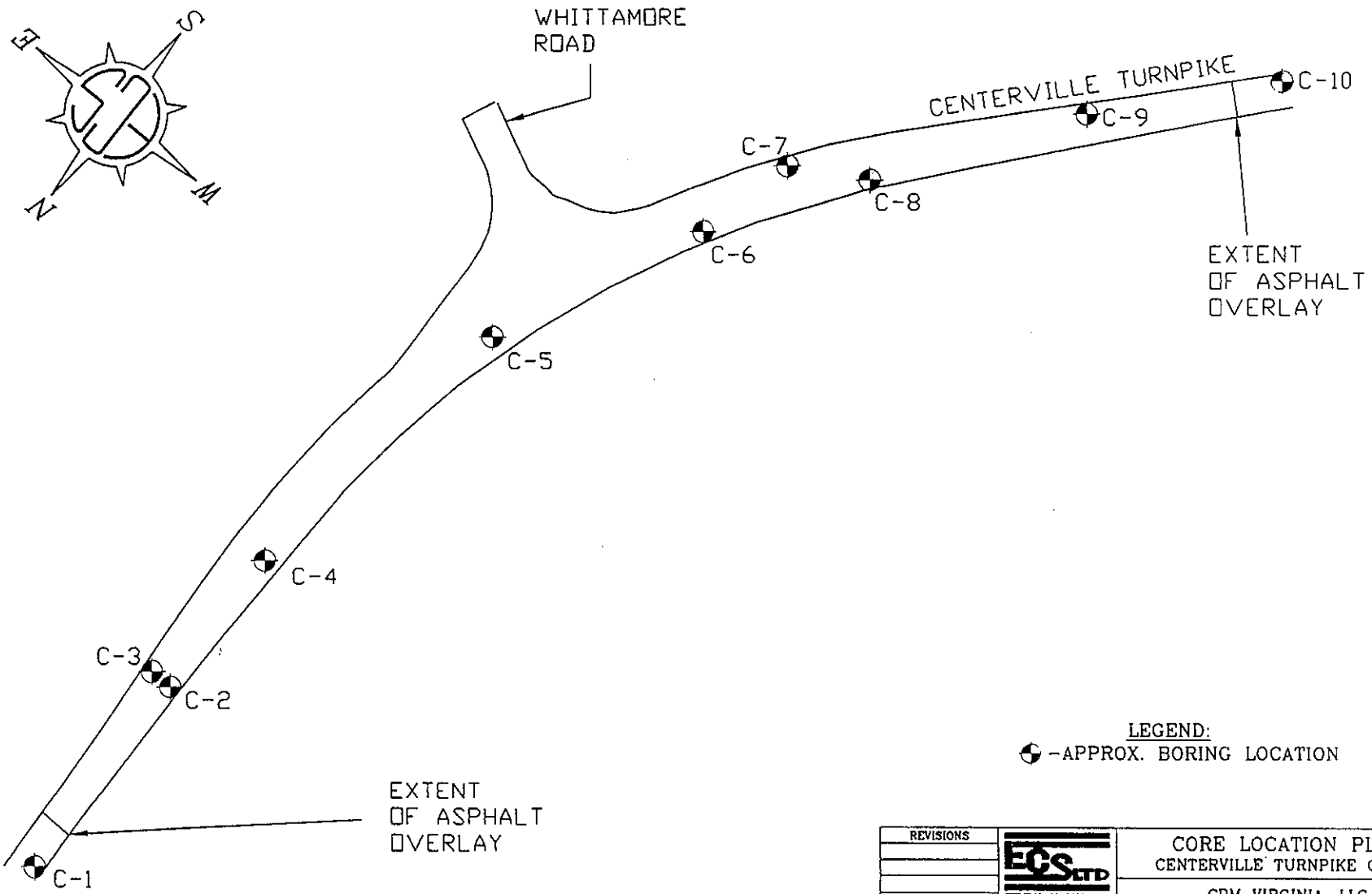
COMMONWEALTH OF VIRGINIA
GARY WITSMAN
No.
016067
PROFESSIONAL ENGINEER

Copies: (2) CPM Virginia, LLC (Ms. Lynn Sears)
(2) Combustion Project Management (Mr. Robert DeBerardinis)
(1) Hassell & Folkes, P.C. (Mr. Wymer Manning III, P.E.)

I/Letters/jet/6585centervillecoreltr.DOC

ECS LTD

2258



LEGEND:
⊕ -APPROX. BORING LOCATION

REVISIONS	ECS LTD ENGINEERING CONSULTING SERVICES, LTD	CORE LOCATION PLAN CENTERVILLE TURNPIKE CORES				
		CPM VIRGINIA, LLC				
		JET	GRW	12-22-03	1"=100'	04:6585	1 OF 1

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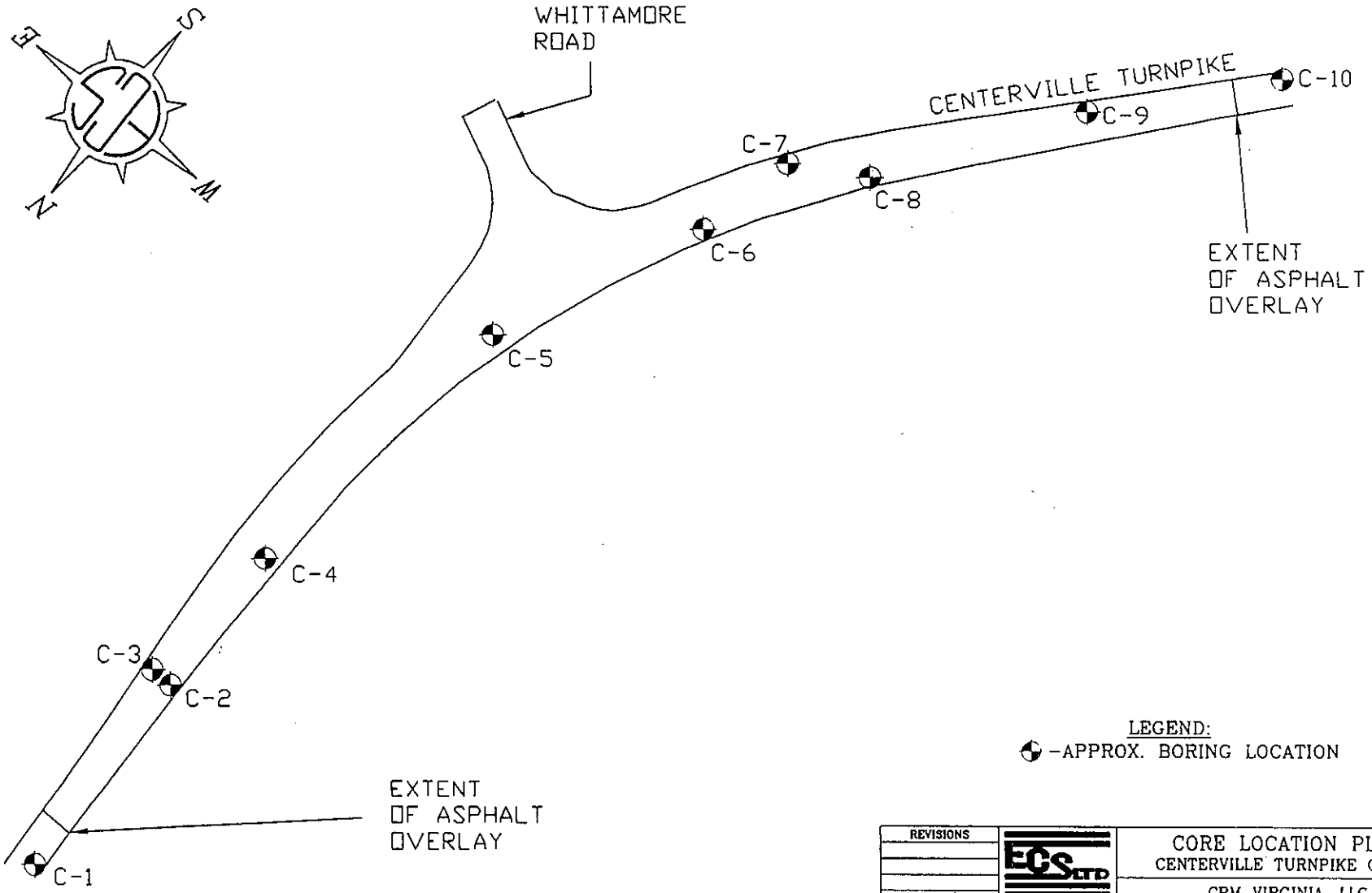
I/Letters/jet/6585centervillecoreltr.DOC

ECS LTD

2261



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Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

April 27, 2004

Combustion Products Management, Inc.
Mr. Robert S. Diberandinis
1229 Kingsbury Drive
Chesapeake, VA 23322

RE: Etheridge Greens – AC #014082 00

Dear Mr. Diberandinis:

On April 22, 2004, we received results of the core samples taken December 21, 2003 on Centerville Turnpike near Whitamore Road. Per my letter of December 10, 2003, discovery of core samples having a pavement section less than the existing pavement section will necessitate corrective work in those areas. Analysis of the core samples indicate that C-2, C-3 and C-4 do not meet the existing section.

It is required that the north and southbound lanes of Centerville Turnpike from the northern limits of construction to 50' south of the C-4 core location be reconstructed to meet or exceed the design pavement section or equivalent.

All reconstruction shall be in accordance with all PFM requirements including, but not limited to, cross slopes. Repair methods and traffic control shall be approved by this department prior to commencement of the corrective work.

Please note that the plan revision for the northeast quadrant of the Whitamore Road / Centerville Turnpike intersection, which was returned to your consultant with comments on January 28, 2004, has not been resubmitted. It is required that the revision be resubmitted and that all review comments be addressed.

Finally, the condition of Whitamore Road has deteriorated due to the excessive truck traffic entering and leaving the site. All damaged areas of Whitamore Road must be repaired.

Please be advised that the reconstruction of Centerville Turnpike, the resubmittal of the plan revision and the repair of Whitamore Road must be complete no later than May 28, 2004.

"The City of Chesapeake adheres to the principles of equal employment opportunity.
This policy extends to all programs and services supported by the City."

Should you need additional information, please advise.

Cordially,

David G. Dombroski
Permits Engineer

DGD/sew

cc: J.B. Tate, P.E., Assistant City Engineer

S. Grey Folkes, Jr., P.E.
325 Volvo Parkway
Chesapeake, VA 23320

Inner-View, LTD
Mr. W. Lewis Witt
1140 Kempsville Road
Chesapeake, VA 23320

Chesapeake VIRGINIA

City of Chesapeake

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Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
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May 26, 2004

Combustion Products Management, Inc.
Mr. Robert S. DiBerardinis
1229 Kingsbury Drive
Chesapeake, VA 23322

RE: Etheridge Greens – AC #014082 00

Dear Mr. DiBerardinis:

Thank you for our meeting of May 25, 2004 wherein we discussed my letter of April 27, 2004 and your response of May 6, 2004. I feel that we have reached an equitable agreement regarding the resolution of the three items discussed in those letters: repair of the Whitmore Road pavement, restoration of the Centerville Turnpike pavement section and installation of pipe to restore the shoulder width at the northeast quadrant of the Whitamore Road/Centerville Turnpike intersection.

It was agreed that the damaged areas on Whitamore Road will be repaired by mid June. Those areas will be marked by our inspection staff Thursday May 27, 2004 at 9:00 am. The damaged areas shall be excavated to a depth of 10" and replaced with 10" of BM-2 installed in three lifts. Prior to the placement of the asphalt the sub-base shall be inspected and any unsuitable material discovered shall be undercut and backfilled with compacted select material. It is the contractor's responsibility to notify the inspector 48 hours prior to commencing the repair work. A seal coat shall be applied to the BM-2 after placement.

The north and southbound lanes of Centerville Turnpike shall be reconstructed from the northern limits of construction to a point 50' south of the C-4 core location (ECS, LTD cores sampled 12/21/03) to meet or exceed the design pavement section or equivalent per the approved Etheridge Greens Centerville Turnpike & Whitamore Road improvement plan. Those plans shall be revised to delineate the limits of reconstruction. It is agreed that the reconstruction of this area may be delayed until the first quarter of 2007 or until the area begins to deteriorate, whichever occurs soonest.

Public Works staff will contact the consultant to determine if efforts to obtain a drainage easement at the northeast quadrant of the Centerville Turnpike/Whitamore Road intersection have been exhausted. If it is determined the efforts have been exhausted, Public Works will directly approach the landowner to facilitate the installation of the proposed pipe. When this is achieved the plan revision showing the proposed pipe shall be approved and installation of the pipe shall proceed within 60 days of plan approval.

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Public Works shall recalculate the right-of-way permit bond for the Centerville Turnpike and Whitamore Road improvement plan to include the proposed pipework, reconstruction of Centerville Turnpike and repair of Whitamore Road as described above and to exclude work already completed. A third party contractor shall provide surety and be issued a permit for the work described in this letter to be completed in the timeframes established in this letter and agreed to in our meeting. This permit and surety will replace those now on file from Inner-View LTD effecting their release. Please have your contractor contact this office as soon as possible so that we can provide the necessary paperwork.

We appreciate your cooperation reaching these accords and your ongoing efforts to keep Whitamore Road serviceable. Should your understanding of our agreements differ from those stated in this letter please notify me promptly.

Cordially,

David G. Dombroski
Permits Engineer

DGD/sew

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Ed West, P.E., Review Engineer
Karen W. Harrell, Construction Inspector

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Chesapeake, VA 23320

Hassell & Folkes
325 Volvo Parkway
Chesapeake, VA 23320
Attn: Mr. Grey Folkes

Chesapeake VIRGINIA

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Attn: Mr. Grey Folkes

Combustion Products Management, Inc.
1229 Kingsbury Drive • Chesapeake, VA 23322 • 757.546.2462 voice/fax

RECEIVED
MAY 10 2004
PUBLIC WORKS
CITY OF
CHESAPEAKE

May 6, 2004

City of Chesapeake
Mr. Dave Dombroski
Permits Engineer
Department of Public Works
P.O. Box 15225
Chesapeake, VA 23328

Dear Mr. Dombroski,

We are in receipt of your letter dated April 27, 2004. In reference to this letter, Combustion Products Management Inc. would respectfully request your consideration on the following items.

CPM acknowledges that the deterioration of Whittamore Road has occurred mostly due to the excessive truck traffic generated from the golf course project. We have been working diligently in repair of the deteriorating section as is evidenced by the three sets of patches installed by both Inner View, LTD. and C&M Contracting. The last repair was completed just two weeks ago. We have every intention of completing the repairs as budgetary funds permit. CPM would, however, request a temporary alternate pavement section that is stronger yet less costly for continued repairs, acknowledging that Whittamore Road must be rebuilt from Centerville to the entrance of the golf course at the culmination of the project. I would suggest using a 10.5 inch layer of binder asphalt, eliminating the stone and the topping to increase the strength of the road. This solution would more than likely last the entirety of the project opposed to the current section.

To my knowledge, the road improvements initially made to Centerville Turnpike were constructed according to the specification of the approved plans. The lack of pavement section in the areas highlighted is also a concern to CPM. Given the fact that CPM acted according to proffer, in good faith, we would request that a more creative solution be applied. One solution would be to raise the curb and increase the pavement section to meet the standards required. It seems that this could be easily done over the approximately 270' of repair that you called for. I would also ask that this work be held to the end of the project or until some deterioration of Centerville is evidenced.

Finally, I will be in contact with Hassell and Folkes PC, to inquire as to the status of the plan revision regarding the northeast quadrant of the Whittamore Road / Centerville Turnpike intersection. As the timing of the submission is not in our control we would ask that the required date of submission be coordinated with the engineers.

Combustion Products Management, Inc.
1229 Kingsbury Drive • Chesapeake, VA 23322 • 757.546.2462 voice/fax

I appreciate your concerns regarding right of way improvements on this project and would encourage a personal meeting to discuss options and strategies. As you can imagine, the concern also extends to our friends at Dominion Energy and I would like to invite them to participate as well. I can be contacted at 757.560.4204 at any time.

Sincerely,

Robert S. DiBerardinis
Combustion Products Management, Inc.

Cc: Neil Wallace
Combustion Products Management, Inc.
1769 Jamestown Road, Suite 106
Williamsburg, VA 23185

Dave Bristow
Dominion / Virginia Power
5000 Dominion Blvd
Glen Allen, VA 23060

Max Bartholomew – Senior Manager External Affairs
Dominion / Virginia Power
4901 Princess Anne Road
Virginia Beach, VA 23462-4309

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RECEIVED
MAY 10 2004
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CITY OF
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Dave Bristow
Dominion / Virginia Power
5000 Dominion Blvd
Glen Allen, VA 23060

Max Bartholomew – Senior Manager External Affairs
Dominion / Virginia Power
4901 Princess Anne Road
Virginia Beach, VA 23462-4309

Hassell & Folkes, P.C.
Engineers Surveyors Planners

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Leigh Anne Folkes, P.E.
Wymer W. Manning, III, P.E.
John A. O'Connor, P.E.
Greg R. Deubler, P.E.
Donald N. Jennings, P.E.
Christopher D. Capozzi, L.S.
James R. Bradford, C.L.A.

T. Ray Hassell III, L.S.
(1932-1984)
Bradford G. Folkes, P.E
Consultant

RECEIVED
APR 8 2002
PUBLIC WORKS
CITY OF
CHESAPEAKE

April 5, 2002

Mr. Dave Dombroski
DEPARTMENT OF PUBLIC WORKS
City of Chesapeake
P.O. Box 15225
Chesapeake, VA 23328

RE: ETHERIDGE GREENS GOLF COURSE
(CENTERVILLE TURNPIKE IMPROVEMENTS)

Dear Mr. Dombroski:

Pursuant to our telephone conversation this morning, this letter will memorialize our agreement concerning the proposed improvements being constructed with the referenced project. As identified on the construction plans and in the field, from Station 5+50 to Station 7+80 in the south bound lane, the proposed mill and overlay operation could reduce the overall pavement section within the existing paved area. Due to contract restraints and in accordance with the use permit requirements, the road improvements must be completed prior to delivery of the golf course construction material.

In order to meet the deadline, we request that the City of Chesapeake allow the contractor to complete the mill and overlay operation as depicted on the approved construction plans, with the understanding that the contractor will return within the next ninety (90) days and replace the pavement sections within Centerville Turnpike, which are less than what the existing sections were before the mill and overlay operation was completed. I have attached a copy of the profile sections, where the rework would have to be completed and we will also complete some sample pavement cores, to insure we have sufficiently identified the areas which will be rebuilt.

We appreciate your attention in this matter and if you should have any questions please do not hesitate to call.

Very truly yours,

HASSELL & FOLKES, P.C.

Wymer W. Manning, III, P.E.

WWM/kb

Enclosures

cc: Mr. Robert DiBerardinis
Mr. Lewis Witt
Mr. Jay Tate, P.E.

2274
(EGREENS.043)

325 Volvo Parkway, Chesapeake, VA 23320 (757) 547-9531 • FAX (757) 547-9481

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CITY OF
CHESAPEAKE

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DEPARTMENT OF PUBLIC WORKS
City of Chesapeake
P.O. Box 15225
Chesapeake, VA 23328

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(CENTERVILLE TURNPIKE IMPROVEMENTS)

Dear Mr. Dombroski:

Pursuant to our telephone conversation this morning, this letter will memorialize our agreement concerning the proposed improvements being constructed with the referenced project. As identified on the construction plans and in the field, from Station 5+50 to Station 7+80 in the south bound lane, the proposed mill and overlay operation could reduce the overall pavement section within the existing paved area. Due to contract restraints and in accordance with the use permit requirements, the road improvements must be completed prior to delivery of the golf course construction material.

In order to meet the deadline, we request that the City of Chesapeake allow the contractor to complete the mill and overlay operation as depicted on the approved construction plans, with the understanding that the contractor will return within the next ninety (90) days and replace the pavement sections within Centerville Turnpike, which are less than what the existing sections were before the mill and overlay operation was completed. I have attached a copy of the profile sections, where the rework would have to be completed and we will also complete some sample pavement cores, to insure we have sufficiently identified the areas which will be rebuilt.

We appreciate your attention in this matter and if you should have any questions please do not hesitate to call.

Very truly yours,

HASSELL & FOLKES, P.C.

Wymer W. Manning, III, P.E.

WWM/kb

Enclosures

cc: Mr. Robert DiBerardinis
Mr. Lewis Witt
Mr. Jay Tate, P.E.

2275
(EGREENS.043)

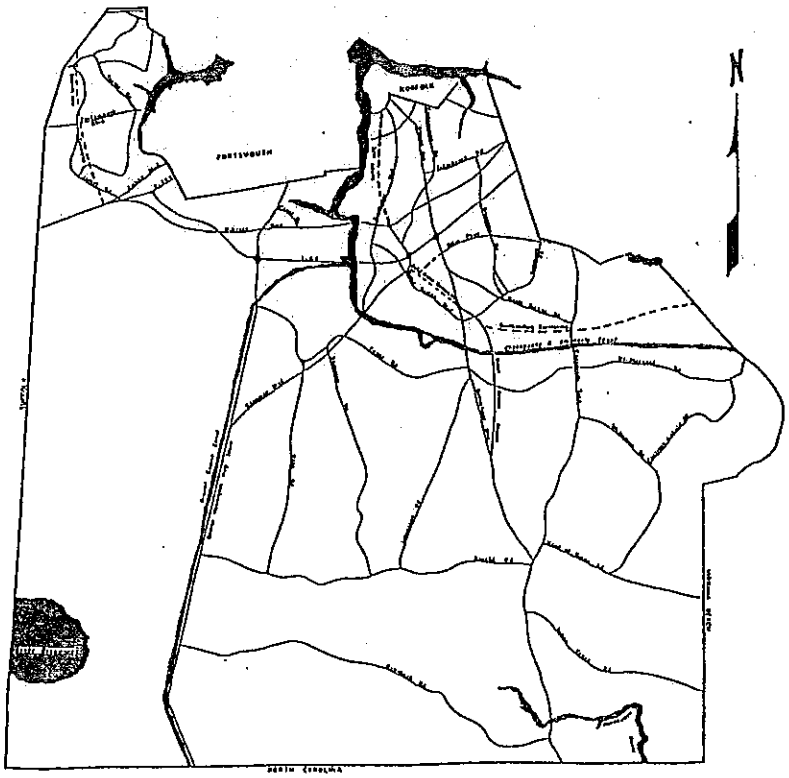
325 Volvo Parkway, Chesapeake, VA 23320 (757) 547-9031 • FAX (757) 547-9481

Docket Item "G"

UP-01-03
Etheridge Greens

CITY COUNCIL PACKAGE FOR JUNE 20, 2001

Chesapeake
VIRGINIA



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APPLICATION SUMMARY SHEET

UP-01-03 Etheridge Greens

LOCATION: Southeast corner of the intersection of Centerville Turnpike & Whittamore Road.

PROPOSAL: A conditional use permit to construct & operate a golf course, golf driving range & related facilities on a 217± acre site.

SUBMITTED: 02-12-01 **Accepted:** 02-14-01

STAFF RECOMMENDATION

Approve with stipulations

PLANNING COMMISSION

HEARING DATES: 04-11-01, 05-09-01

ACTION: **APPROVED with stipulations**

VOTE: 9-0

ATTACHMENTS

Minutes, Staff Reports, Special Power of Attorney, Affidavit. Site Plan, Location Map

UP-01-03
PROJECT: Etheridge Greens
APPLICANT: Robert S. Diberardinis
AGENCY: Hassell & Folkes, P.C.
PROPOSAL: A conditional use permit to construct & operate a golf course, golf driving range & related facilities on a 217± acre site.
ZONE: A-1 Agricultural District
SIC CODE: 7992, 7999
LOCATION: Southeast corner of the intersection of Centerville Turnpike & Whittamore Road.
TAX MAP SECTION/PARCEL: 0620000000020
BOROUGH: Butts Road
(Continued from April 11, 2001 Public Hearing)

COMMISSION ACTION:

APPROVED with the following stipulations: (Collins/Wilfore 9-0)

1. **As agreed upon by the applicant, the applicant shall be responsible for providing a left turn lane on Centerville Turnpike at Whittamore Road prior to the initial delivery of fly ash to the site.**

2. **As agreed upon by the applicant, the applicant shall be responsible for providing a minimum twenty-four (24) foot width of pavement on Whittamore Road from the project entrance to the intersection of Centerville Turnpike. These improvements shall be completed prior to the initial delivery of fly ash to the site.**

3. **A subdivision plat shall be submitted for recordation prior to final site plan approval for the purpose of providing a 45 foot right-of-way reservation along Centerville Turnpike and any right-of-way dedication that may be necessary for ditch and shoulder improvements along Centerville Turnpike, as determined by the Department of Public Works.**

4. **As agreed upon by the applicant, the applicant shall implement corrective measures to ensure the safety of motorists along Centerville Turnpike and Whittamore Road from errant golf balls if required by the Department of Public Works.**

5. **As agreed upon by the applicant, an enhanced street buffer varying from 10 feet to 50 feet in width will be provided along Centerville Turnpike and Whittamore Road in order to soften the appearance from the public rights-of-way and to avoid a rigid**

linear effect. Landscaping shall be subject to approval by the City Arborist.

6. The applicant agrees that a 5 percent tree canopy coverage of the property shall be provided prior to finalization and formal opening of the golf course. The canopy coverage shall be accomplished through a combination of reforestation areas, street buffers and plantings internal to the golf course, subject to approval by the City Arborist. Reforestation areas shall be planted with large and small canopy tree seedlings a minimum of 6" to 12" in height at the time of planting and at a spacing of one tree per 400 sq. ft., subject to approval by the City Arborist. Street buffer trees and internal golf course trees shall be in accordance with the specifications of the Chesapeake Zoning Ordinance.

7. A dry hydrant shall be provided drawing supply from the proposed lake in accordance with the PFM prior to the issuance of a certificate of occupancy.

8. If approved by the City Council, the building setback for the Maintenance Building shall be at least 50 feet from the right-of-way reservation line along Whittamore Road. Landscaping, subject to approval by the City Arborist, shall be provided that screens the Maintenance Building from public view from the street if the setback is approved to be less than 150 feet.

9. A 12' x 35' loading space shall be indicated on the final site plan and provided prior to the issuance of a certificate of occupancy.

10. In the event any private potable well located within a 2,000 foot radius of the subject property's boundaries fails due to contamination or diminution of groundwater, the applicant agrees to promptly provide a replacement well equal in water quality to the failed well. The applicant agrees that he will provide such replacement wells upon receiving a complaint of well damage unless professional hydraulic and/or water quality studies show conclusively that the diminution of groundwater and/or contamination was not caused or contributed to by the construction or operation of the golf course and related facilities. The applicant agrees to post and maintain a twenty-four hour telephone number at the entrance to the site during construction of the golf course to ensure an immediate response to local inquiries. The applicant's obligations under this stipulation shall apply only to potable wells existing at the time that construction of the golf course begins and shall expire seven (7) years from the date of the approval of this conditional use permit (UP-01-03).

11. The applicant acknowledges that it is his legal responsibility to ensure safe public drinking water to his patrons. As such the developer agrees that he shall monitor the domestic water supply for the clubhouse and have prepared water quality reports by an independent consultant on a semi-annual basis. Such report shall be filed with the State Water Control Board with a copy provided to the City of Chesapeake Health Department. The term of these reports shall extend from six (6) months from the date of the initial land disturbance to two (2) years after the formal opening of the golf course.

12. The applicant shall fully comply with all applicable state, local, and federal laws relating to the use of "fly ash" or other coal combustion byproduct in the construction and maintenance of the golf course and related features. The applicant further agrees that no more than four (4) acres of uncovered fly ash or similar byproduct will be exposed at any given time and that the maximum period of exposure, from the time of delivery to the time of topsoil coverage will be seven (7) days. In addition, the applicant shall take all necessary action to prevent the fly ash from being carried by winds to neighboring properties by maintaining the condition of the fly ash, to include, at a minimum, watering on a regular basis.

13. As agreed upon by the applicant, the clubhouse and maintenance building will be constructed with either brick, block with brick appearance, split block or other stone/masonry veneer, with colors and materials to be approved by the Planning Director or designee prior to the issuance of a building permit.

14. In accordance with Section 12-406.E. of the Chesapeake Zoning Ordinance, prior to the issuance of a building permit associated with this conditional use, the building plan must be certified by an acoustical engineer as meeting the noise level reduction (NLR) standards established by the U.S. Navy for buildings located within AICUZ noise zone greater than 75 dB Ldn (noise zone 3). Certification by an acoustical engineer that such sound abatement procedures have been installed shall be provided prior to issuance of a certificate of occupancy for such building or structure.

15. In accordance with Section 12-407 of the Chesapeake Zoning Ordinance, the following statement shall be included on the final site plan: "This development is located partially or wholly within an aircraft noise and/or accident zone and may be subject to above average noise levels (including noise levels experienced

in United States Navy AICUZ noise zone greater than 75 dB Ldn, noise zone 3) or to aircraft accidents."

Mrs. Kowalsky read UP-01-03 into the record for Commission review and action.

Staff Presentation:

Mr. Pusey stated that based on sound planning practices, Planning staff recommended **UP-01-03** be **APPROVED** with the stipulations as listed in the official agenda. Mr. Pusey corrected stipulation eleven to read "The applicant acknowledges that it is his legal responsibility to ensure safe public drinking water to his patrons. As such the developer agrees that he shall monitor the domestic water supply for the clubhouse and have prepared water quality reports by an independent consultant on a semi-annual basis. Such report shall be filed with the State Water Control Board with a copy provided to the City of Chesapeake Health Department. The term of these reports shall extend from six (6) months from the date of the initial land disturbance to two (2) years after the formal opening of the golf course."

Proponent:

Marion Pine Jr., 1124 Murray Drive, Chesapeake, Virginia, appeared before the Commission on behalf of UP-01-03. Mr. Pine said that although he was not pro-developer, when the owner decided he did not want to farm the property anymore, of all the proposed uses, the golf course was the best. He said that he did have three concerns regarding the property, but when he read the listed stipulations, they were covered. Mr. Pine urged the Commission to vote for approval.

James Bradford, Hassell & Folkes, P.C.325 Volvo Parkway, Chesapeake, Virginia, appeared before the Commission on behalf of UP-01-03 representing the applicant. Mr. Bradford thanked the staff and the community for the generous time they devoted toward improving the application. He said that he concurred with the listed stipulations as well as the change made by Mr. Pusey, and he was available for questions.

Robert Stephenson, 1101 Murray Drive, Chesapeake, Virginia, appeared before the Commission on behalf of UP-01-03. Mr. Stephenson said that he was 100% in favor of the application.

Lornell Holley, 3301 Andrews Drive, Chesapeake, Virginia, appeared before the Commission on behalf of UP-01-03 representing Whittamore Road Civic League. Mr. Holley said that when the project was presented to the community, they were concerned about the quality of the water, the air, the traffic, and the taxes. He said that they had several community meetings, and all those issues were addressed. Mr. Holley thanked Hassell & Folkes, P.C., the Planning staff, and Commissioners Collins and Cabarras for their help with the community on this project.

Opponent:

T.J. Carawan, 330 Hurdle Drive, Chesapeake, Virginia, appeared before the Commission in opposition to UP-01-03. Mr. Carawan said that he thought there were other residents who would be willing to till the land. He said that the new road that would have to be built would directly affect those residents that lived on Whittamore Road, and a price tag could not be put on that. He was concerned that no one would take responsibility for the problems that might arise.

Commission Discussion:

Vice-Chairman Cabarras commended Commissioner Collins for his hard work on the application. He said that this had been a win-win situation because the applicants came together with the residents, and they were on one accord. Commissioner Collins said that at the community meetings, concerns were raised in regard to the speed limit on the street and the deterioration of the property value. He said that Mr. Pusey checked on those concerns and the results were given to each of the Commissioners as well as the residents.

Commissioner Collins applauded the efforts of the communities that surrounded the site for their efforts.

Commissioner Ward said that he thought the site was appropriate for a golf course.

Commissioner Radford said that he was concerned about the reduction of the canopy of trees from 10% to 5%. He recommended Council looked into that when they were reviewing the application.

COMMISSION VOTE:

Mr. Collins moved that **UP-01-03** be **APPROVED** with the stipulations listed in the official agenda including the amended stipulation 11 and as recommended by staff. Mrs. Wilfore seconded the motion. The motion was carried by a vote of 9-0.

Chesapeake
VIRGINIA

City of Chesapeake
Department of Planning

HEARING DATE: May 9, 2001
April 11, 2001

TO: CHESAPEAKE PLANNING COMMISSIONERS

FROM: GARY R. PUSEY, PLANNER

THROUGH: BRENT R. NIELSON, PLANNING DIRECTOR

DATE: April 30, 2001

RE: **UP-01-03**
PROJECT: Etheridge Greens
APPLICANT: Robert S. Diberardinis
AGENCY: Hassell & Folkes, P.C.
PROPOSAL: Conditional use permit to construct & operate a golf course, golf driving range & related facilities on a 217± acre site.
ZONE: A-1 Agricultural District
SIC CODE: 7992, 7999
LOCATION: Southeast corner of the intersection of Centerville Turnpike & Whittamore Road.
TAX MAP SECTION/PARCEL: 0620000000020
BOROUGH: Butts Road

PROJECT DESCRIPTION:

The applicant is requesting approval of a conditional use permit to construct and operate an 18 hole golf course, a golf driving range and related facilities on a 217 acre parcel. (See Attachments A and B for the site plan.) The property is located at the southeast corner of the intersection of Centerville Turnpike and Whittamore Road in the Butts Road Borough, and is also located within the Fentress Airfield Overlay District.

This application was continued from the April 11, 2001, Public Hearing in order to allow the applicant an opportunity to address issues related to the "fly ash" that will be used in the construction of the golf course.

BACKGROUND:

The subject site is zoned A-1 Agricultural District. Adjacent zoning designations are as follows:

DIRECTION	ADJACENT ZONING DESIGNATIONS
North	A-1 Agricultural District
South	RE-1 Residential Estate District
East	A-1 Agricultural District, R-15 Residential District
West	A-1 Agricultural District

DEPARTMENTAL COMMENTS:

Public Works:

- This department will require a final construction plan.

Requirements:

- Provide a left turn lane on Centerville Turnpike.
- Reserve 45' of right-of-way along Centerville Turnpike.
- Ditch and shoulder improvements will be required along Centerville Turnpike. A corresponding right-of-way dedication may be required for these improvements.
- Address method to prevent stray golf balls from entering adjacent roadways. A stipulation should be provided to allow Public Works to direct the owner/developer to take corrective measures if Public Works determines that a hazard to motorists is created along Centerville Turnpike. See advisory comment below.

Advisory:

- The adjacent portion of Centerville Turnpike is on the "Draft Trails Plan" for a proposed Class III (with paved shoulders) bike path.
- Site plan approval for this development will be contingent upon the recordation of a plat showing the required right-of-way reservation and any required right-of-way dedication.
- Public Works feels that the layout for the course could be revised to reduce the risk of errant golf balls striking vehicles on Centerville Turnpike (keeping in mind that a six-lane divided highway will be adjacent to the course under the ultimate conditions).

Public Utilities:

- City water and sewer are not available to this site. City water and sewer are not required for this use permit.

School Administration:

- No impact.

Parks and Recreation:

- No impact.

Environmental/Landscaping:

- Buffer yard "F" required along the rights-of-way.
- A waiver to the 10% tree canopy requirement and the size of the trees at planting in the designated reforestation areas is approved.

Fire Prevention:

- Contingent approval. A dry hydrant drawing supply from the 14.6 acre lake is required in accordance with PFM and NFPA 1231 for water supply for fire fighting operations.

Zoning:

- This department will require a final construction plan.
- This site is in the Fentress Overlay District and must comply with the development standards listed in Section 12-406 et. seg. of the Chesapeake Zoning Ordinance including building setbacks. The setback for the maintenance building is 150 feet from the right-of-way reservation for Whittamore Road. This setback may be reduced to 50 feet if landscaping is approved by the City Council which screens the building from public view from the street.
- Signs must comply with Section 14-700 of the Chesapeake Zoning Ordinance.
- Handicap parking must comply with CABO/ANSI standards.
- One 12-foot x 35-foot loading space is required.
- Separate permits are required for fences, signs, and flagpoles.

Code Enforcement:

- This department will not require a final construction plan.

Library:

- No impact.

Police:

- This department will not require a final construction plan.

Bikes/Trails:

- At the Chesapeake Bicycle/Trails Advisory Committee meeting of March 26, 2001, a motion was adopted requesting a 3' paved shoulder be installed along both sides of Centerville Turnpike. Centerville Turnpike is included in the City's Trail Plan for future shoulder/bike land improvement. The recently completed City project to realign Centerville Turnpike at Land of Promise Road included shoulders of similar width. The installation of these shoulders will enhance safety and provide easier maintenance for Centerville Turnpike.

Department of the Navy:

- The proposal is compatible with the Naval Air Station (NAS) Oceana and Naval Auxiliary Landing Field (NALF) Fentress, Air Installations Compatible Use Zones (AICUZ) study. The project will be impacted by frequent overflight by jet aircraft 24 hours a day at an altitude often below 800 feet. At these times, the single event noise may exceed 98 dB. The clubhouse should be located outside of the Accident Potential Zone 2 (APZ-2) and be sound attenuated to 45 dB interior level.

STAFF ANALYSIS:

The applicant is requesting approval of a conditional use permit to construct and operate a golf course, a golf driving range and related facilities on a 217 acre parcel located at the southeast corner of the intersection of Centerville Turnpike and Whittamore Road. The property is also located within the Fentress Airfield Overlay District.

Improvements proposed on the site include an 18 hole golf course, driving range, clubhouse, cart storage building, maintenance building and an 83 space parking lot. According to the applicant, the golf course will be open to the public daily from 7 a.m. to dusk and will have 20 employees on the largest shift.

Departmental review raised several issues that require further discussion.

In response to comments from Public Works, the applicant has performed traffic counts along Centerville Turnpike and agrees that a left turn lane is necessary on

Centerville Turnpike. Public Works is also requiring that 45' be reserved for the right-of-way along Centerville Turnpike and that a dedication may be required to accommodate ditch and shoulder improvements that may be necessary. The applicant is in agreement with stipulations that are included requiring the left turn lane be provided and that a subdivision plat be recorded prior to final site plan approval indicating the right-of-way reservation and/or dedication for Centerville Turnpike. Public Works is also requesting that a stipulation be provided that allows the City to require that corrective measures be taken in the event that errant golf balls prove to be a hazard to motorists along Centerville Turnpike. Public Works notes that this roadway is planned to be a six-lane divided highway at its ultimate development. The applicant has incorporated a 150 foot "fairway safety buffer" along Centerville Turnpike that is based on standards developed by the golfing industry for roadway separation, according to the applicant's agent. While the applicant is confident that this buffer, in combination with the 10 foot high landscaped berm, will provide adequate safety for motorists on Centerville Turnpike, the applicant has agreed to a stipulation that additional corrective measures will be implemented in the future, if required by the Department of Public Works. In addition, in response to concerns from Planning Commissioners and residents of the area, the applicant has agreed to expand this stipulation so that it applies to Whittamore Road as well. Also in response to residents' concerns, the applicant has agreed to increase the pavement width of Whittamore Road to 24 feet from the entrance of the golf course to the intersection of Whittamore Road and Centerville Turnpike. This is included as a stipulation as well.

The City Arborist has noted that the Code requires a buffer yard "F" along both Centerville Turnpike and Whittamore Road. In addition, the Code requires that a 10 percent tree canopy be provided. The applicant has agreed to provide the required buffer yard "F" along both streets, and has further offered to vary its width beyond what the Code requires in order to provide a more natural appearance. A stipulation is included addressing the buffer. A minor landscaping waiver has been approved by the City Arborist and the Planning Director to allow the tree canopy to be reduced from the required 10 percent to 5 percent, and to allow some of the trees to be smaller in size than required by the Code. The waiver was based on the characteristics of the use; i.e., the golf course is a recreational use with large amounts of green space, and the nature of a "links-style" course is that the course is designed to be open, with limited wooded areas. As part of the tree canopy requirement, the applicant is proposing a forested area along the eastern boundary of the property that will be designated a "tree preserve" and will provide a buffer for adjoining properties. It is in this area that a waiver was approved to allow smaller trees than required by the Code. All other trees to be planted on the site will meet Code requirements. A stipulation addressing the tree canopy requirement is included.

The Fire Department has noted that a dry hydrant drawing water from the proposed lake is required in accordance with the Public Facilities Manual since City water is not available. A stipulation addressing this requirement is included.

Zoning has noted that the Fentress Airfield Overlay District regulations require a 150 foot setback for buildings from a public street. This setback can be reduced to 50 feet, if landscaping approved by the City Council is provided which screens the building from public view from the street. The maintenance building is shown as being approximately 35 feet from the proposed right-of-way along Whittamore Road. The applicant indicates the 50 foot setback can be accommodated and is proposing landscaping that will screen the building from view from Whittamore Road. A stipulation addressing this is included. Zoning has also noted that a loading space is required. A stipulation requiring this is included as well.

The Bicycle/Trails Advisory Committee has requested that a 3 foot, paved shoulder be installed along both sides of Centerville Turnpike. The City's Trails Plan designates Centerville Turnpike as a Class III (with paved shoulders) bike path. The applicant has requested that the provision of bike trails not be required, since there are no trails north or south of the proposed project on Centerville Turnpike and the project will not generate the need for this improvement. As noted by the Advisory Committee, the recently completed City project to realign Centerville Turnpike at Land of Promise Road included shoulders of similar width. The applicant is in agreement with the staff's recommendation that a subdivision plat be submitted prior to final site plan approval that would provide for the reservation for the future right-of-way of Centerville Turnpike and for a dedication, if determined to be necessary by Public Works, for ditch and shoulder improvements. Under this scenario, the applicant would not be responsible for constructing the bike path but the land would be available for this use.

Finally, the Department of the Navy was provided with the application and site plan for this proposed development since the project lies within the Fentress Airfield Overlay District. The Navy found that the proposed use is compatible with the AICUZ study, but recommended that the clubhouse be located outside of the Accident Potential Zone 2 (APZ-2) and be sound attenuated to 45 dB interior level. These items are provided for the applicant's information. The original site plan for this development indicated the clubhouse would be located within the APZ-2 area. The revised site plan locates the clubhouse closer to Centerville Turnpike and, as currently proposed, is outside of the APZ-2 area. Stipulations are included addressing Zoning Ordinance requirements for properties located in the Fentress Overlay District (see stipulations #14 and #15).

Section 17-106.A of the Chesapeake Zoning Ordinance requires Conditional Use Permit applications to meet the following standards:

1. **STANDARD:** The proposal, as submitted or as modified, is in conformity with the Comprehensive Plan, including specific applicable elements of the Plan, and with official policies adopted in relation to the plan, including the purposes of this ordinance.

   FINDING: The Land Use Plan designates this site for Countryside/Large Lot Residential use. This designation is intended for low density residential development which serves as a buffer between the city's agricultural sector

and the more dense and developed areas of the city. Although a golf course is not a residential use, its low intensity nature with the preservation of extensive open space is compatible with the intent of the Countryside land use designation. In addition, the proposal is consistent with objectives of the Land Use element of the Comprehensive Plan that encourage the provision of public and private open space for leisure and recreation.

2. **STANDARD:** The proposal, as submitted or as modified, is compatible with the surrounding community and will have no more adverse effects on the health, safety, or comfort of persons living or working in or driving through the area than would any other use generally permitted in the same district.

FINDING: The proposed use should not have any adverse effect on the surrounding area, which is a mixture of agricultural and residential uses. The golf course will be open only during the day, with no night operation. Although the property borders both Centerville Turnpike and Whittamore Road, the entrance to the site is provided only from Whittamore Road, which should provide a safer option with less disruption to traffic along Centerville Turnpike. The adjoining residential properties to the south, along Murray Drive, are separated from the golf course by a 120 foot wide power easement. In addition, these lots are a minimum of 3 acres, with the houses located approximately 250 feet from the applicant's property. In combination with the power easement and the golf course's fairway safety buffer, the houses will be located a minimum of 400 feet from any of the fairways.

Residents in the area have expressed concern about the effect of the golf course's use of wells on their water supply (properties in the area are served by private wells) and the possible contamination of the water supply from the use of "fly ash" for the golf course's construction. The applicant has agreed to a stipulation that would require the replacement of any well (at the applicant's expense) within a 2,000 foot radius of the golf course property that is adversely affected by the construction or operation of the golf course and its related facilities. The wording of this stipulation is based on similar stipulations used for borrow pit applications, and the applicant's responsibility for well replacement would expire seven years from the date of approval of the permit by City Council. In addition, the applicant has agreed to test the water from the clubhouse twice annually in an effort to measure water quality. The well supplying water to the clubhouse is expected to draw water from the same depth as the wells supplying water to the surrounding area. A stipulation addressing the testing of the water is included, and the stipulation discussed earlier pertaining to well replacement addresses wells contaminated by any activity associated with the golf course. Also, the applicant will have water trucks on site that will continuously keep the fly ash wet to keep it in place. As the fly ash is delivered, it will be taken to the area where it is needed and then it will be covered with one to two feet of topsoil. The maximum length of time that the fly ash will be exposed will be seven days. A stipulation is included addressing the maintenance of the exposed fly ash.

Attachment C contains preliminary test results from Dominion Power on samples of the fly ash. The row at the top of the table lists the toxicity levels (measured in parts per million) and the numbers in the remainder of the table lists the amounts of the various elements (arsenic, barium, cadmium, etc.) in parts per million from the samples. The samples indicate the measured levels were well below the toxicity levels. In response to residents' concerns, the applicant will also be providing the measures for each of these elements that are considered safe for drinking. These were not available at the time this report was written, but will be provided prior to the Planning Commission meeting.

Section 17-106.B. offers factors which may be considered in determining whether a Conditional Use Permit application meets the required standards. Only those factors considered applicable to this application are discussed below:

1. **STANDARD:** Whether the proposed conditional use will be consistent with the adopted policies in the Chesapeake Comprehensive Plan.

   FINDING: As noted above, the low intensity of the proposed use is compatible with the Countryside designation of the City's Land Use Plan. In addition, the use is consistent with policies of the Plan contained in the Land Use element that encourage the provision of public and private open space for leisure and recreation.

2. **STANDARD:** Whether the existing or proposed streets and highways are adequate to safely accommodate and serve the site, with particular attention being given to the following:

   a. The capacity of existing or proposed streets and highways located on or near the site to accommodate projected traffic volumes.

   b. The adequacy and safety of the size and design of access roads, entrance and exit drives, and traffic circulation patterns, for both vehicular and pedestrian traffic on and near the site.

   FINDING: In response to comments received from the Department of Public Works, the applicant conducted a traffic analysis of Centerville Turnpike, with the analysis indicating a left turn lane on Centerville Turnpike is needed. The applicant has agreed to provide the left turn lane from Centerville Turnpike to Whittamore Road. The applicant has also agreed to the right-of-way reservation on Centerville Turnpike as requested by Public Works.

3. **STANDARD:** Whether the proposed conditional use will be adequately served by other essential public facilities, including but not limited to the following: water and sewers, drainage facilities, schools, recreational facilities, police and fire protection, refuse disposal.

FINDING: Departmental review indicated no objections to the proposed development in regards to public facilities. In response to comments from the Fire Department, a stipulation will be included requiring that a dry hydrant that draws water from the proposed lake be provided since City water is not available. As noted earlier, the applicant has agreed to a stipulation that will address his responsibility in replacing residents' wells that may be adversely affected by the golf course.

4. **STANDARD:** Whether the proposed conditional use will have any adverse effect upon or will be incompatible with the use or enjoyment of adjacent and surrounding property, with particular attention being given to the following:

   a. The noise characteristics of the proposed use and whether they exceed the maximum sound levels that are typical of uses permitted as a matter of right in the district.

   b. The anticipated glare from vehicular and stationary lights and the extent to which such lights will be visible from any residential district.

   c. The vulnerability of the proposed use to fire and related safety hazards.

   d. The interference by the proposed use with any easement, roadways, rail lines, utilities and public or private rights-of-way.

   e. The possible destruction, loss, or damage of a natural, scenic, or historic feature of significant importance.

   f. The adequacy of proposed landscaping and buffering measures to screen the site from neighboring properties zoned for or containing less intensive uses.

FINDING: None of the items listed above will exist to an extent that will adversely affect surrounding properties. Noise associated with the golf course will be minimal and will not exceed sound levels typical of other uses permitted in the A-1 Agricultural District. Glare from vehicular and stationary lights will also be minimal. The golf course will only be open during the day, which will limit glare from vehicular lights. In addition, the clubhouse, parking lot and related facilities are located in the northwest portion of the site, away from any residential development. Buffering is also proposed around each of these facilities. The applicant has stated that stationary lighting will be limited to that necessary for security purposes only. Ten foot high berms are proposed along Centerville Turnpike and a portion of Whittamore Road that will provide additional buffering, especially for the purpose of preventing golf balls from entering these roadways. A 150 foot fairway safety buffer is also proposed for this purpose. Roadside landscape buffers, exceeding Code requirements, are provided along both Centerville Turnpike and Whittamore Road. As noted earlier, stipulations are included that address possible effects of the golf course operation on the wells of residents in the

community. Samples of the fly ash indicate levels of various elements are well below toxicity levels, and additional information will be provided about acceptable drinking water levels.

5. **STANDARD:** Whether the proposed conditional use will be constructed, arranged, and operated so as not to dominate or interfere with the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, considerations shall be given to:

   a. The location, nature, and height of buildings, structures, walls, and fences on the site; and

   b. The overall compatibility of the appearance of the site as proposed with neighborhood sites;

   c. The nature and extent of landscaping and screening on the site.

   FINDING: Development of the property as a golf course should not interfere with the development and use of neighboring property. The proposed golf course is not an intensive use of the site. The number of buildings is limited to a clubhouse, cart barn and maintenance building and a parking lot containing 83 spaces. These facilities are located in the northwest portion of the site away from any residential development. The closest use to these facilities is the Fentress Fire Station located near the intersection of Centerville Turnpike and Whittamore Road. Landscaping is proposed around each of these structures to buffer their view from adjoining properties. In addition, the applicant has agreed to a stipulation addressing the appearance of the clubhouse and maintenance building to ensure their compatibility with surrounding development. The applicant has agreed to construct these buildings with either brick, block with a brick appearance, split block or other stone/masonry veneer acceptable to the Planning Director. Ten foot high berms are proposed along Centerville Turnpike and a portion of Whittamore Road to help prevent errant golf balls from entering these roadways. As discussed earlier, the applicant has also agreed to a stipulation that additional corrective measures will be made if the City's Public Works Department determines that the safety of motorists along both Centerville Turnpike and Whittamore Road is being compromised. The berms and landscaping will also serve as a visual buffer from adjoining properties. By its very nature (i.e., extensive open space and landscaped greens and fairways), the appearance of the golf course will be compatible with the surrounding agricultural and residential area.

STAFF RECOMMENDATION:

Based on the findings contained in this staff report, staff recommends that **UP-01-03** be **APPROVED** with the following stipulations:

1. As agreed upon by the applicant, the applicant shall be responsible for providing a left turn lane on Centerville Turnpike at Whittamore Road prior to the initial delivery of fly ash to the site.

2. As agreed upon by the applicant, the applicant shall be responsible for providing a minimum twenty-four (24) foot width of pavement on Whittamore Road from the project entrance to the intersection of Centerville Turnpike. These improvements shall be completed prior to the initial delivery of fly ash to the site.

3. A subdivision plat shall be submitted for recordation prior to final site plan approval for the purpose of providing a 45 foot right-of-way reservation along Centerville Turnpike and any right-of-way dedication that may be necessary for ditch and shoulder improvements along Centerville Turnpike, as determined by the Department of Public Works.

4. As agreed upon by the applicant, the applicant shall implement corrective measures to ensure the safety of motorists along Centerville Turnpike and Whittamore Road from errant golf balls if required by the Department of Public Works.

5. As agreed upon by the applicant, an enhanced street buffer varying from 10 feet to 50 feet in width will be provided along Centerville Turnpike and Whittamore Road in order to soften the appearance from the public rights-of-way and to avoid a rigid linear effect. Landscaping shall be subject to approval by the City Arborist.

6. The applicant agrees that a 5 percent tree canopy coverage of the property shall be provided prior to finalization and formal opening of the golf course. The canopy coverage shall be accomplished through a combination of reforestation areas, street buffers and plantings internal to the golf course, subject to approval by the City Arborist. Reforestation areas shall be planted with large and small canopy tree seedlings a minimum of 6" to 12" in height at the time of planting and at a spacing of one tree per 400 sq. ft., subject to approval by the City Arborist. Street buffer trees and internal golf course trees shall be in accordance with the specifications of the Chesapeake Zoning Ordinance.

7. A dry hydrant shall be provided drawing supply from the proposed lake in accordance with the PFM prior to the issuance of a certificate of occupancy.

8. If approved by the City Council, the building setback for the Maintenance Building shall be at least 50 feet from the right-of-way reservation line along Whittamore Road. Landscaping, subject to approval by the City Arborist, shall be provided that screens the Maintenance Building from public view from the street if the setback is approved to be less than 150 feet.

9. A 12' x 35' loading space shall be indicated on the final site plan and provided prior to the issuance of a certificate of occupancy.

10. In the event any private potable well located within a 2,000 foot radius of the subject property's boundaries fails due to contamination or diminution of groundwater, the applicant agrees to promptly provide a replacement well equal in water quality to the failed well. The applicant agrees that he will provide such replacement wells upon receiving a complaint of well damage unless professional hydraulic and/or water quality studies show conclusively that the diminution of groundwater and/or contamination was not caused or contributed to by the construction or operation of the golf course and related facilities. The applicant agrees to post and maintain a twenty-four hour telephone number at the entrance to the site during construction of the golf course to ensure an immediate response to local inquiries. The applicant's obligations under this stipulation shall apply only to potable wells existing at the time that construction of the golf course begins and shall expire seven (7) years from the date of the approval of this conditional use permit (UP-01-03).

11. The applicant acknowledges that it is his legal responsibility to ensure safe public drinking water to his patrons. As such the developer agrees that he shall monitor the domestic water supply for the clubhouse and have prepared water quality reports by an independent consultant on a semi-annual basis. Such report shall be filed with the State Water Control Board with a copy provided to the City of Chesapeake Department of Utilities. The term of these reports shall extend from six (6) months from the date of the initial land disturbance to two (2) years after the formal opening of the golf course.

12. The applicant shall fully comply with all applicable state, local, and federal laws relating to the use of "fly ash" or other coal combustion byproduct in the construction and maintenance of the golf course and related features. The applicant further agrees that no more than four (4) acres of uncovered fly ash or similar byproduct will be exposed at any given time and that the maximum period of exposure, from the time of delivery to the time of topsoil coverage will be seven (7) days. In addition, the applicant shall take all necessary action to prevent the fly ash from being carried by winds to neighboring properties by maintaining the condition of the fly ash, to include, at a minimum, watering on a regular basis.

13. As agreed upon by the applicant, the clubhouse and maintenance building will be constructed with either brick, block with brick appearance, split block or other stone/masonry veneer, with colors and materials to be approved by the Planning Director or designee prior to the issuance of a building permit.

14. In accordance with Section 12-406.E. of the Chesapeake Zoning Ordinance, prior to the issuance of a building permit associated with this conditional use, the building plan must be certified by an acoustical engineer as meeting the noise level reduction (NLR) standards established by the U.S. Navy for buildings located within AICUZ noise zone greater than 75 dB Ldn (noise zone 3). Certification by an acoustical engineer that such sound abatement procedures have been installed shall be provided prior to issuance of a certificate of occupancy for such building or structure.

15. In accordance with Section 12-407 of the Chesapeake Zoning Ordinance, the following statement shall be included on the final site plan: "This development is located partially or wholly within an aircraft noise and/or accident zone and may be subject to above average noise levels (including noise levels experienced in United States Navy AICUZ noise zone greater than 75 dB Ldn, noise zone 3) or to aircraft accidents."

GRP

cc: Dorothy Kowalsky, Current Planning Coordinator

Mr. James R. Bradford
c/o Hassell & Folkes, P.C.
325 Volvo Parkway
Chesapeake, VA 23320

ENGINEERING CONSULTING SERVICES, LTD.
Geotechnical • Construction Materials • Environmental

RECEIVED
APR 13 2004
PUBLIC WORKS
CITY OF
CHESAPEAKE

December 22, 2003

Ms. Lynn Sears
CPM Virginia, LLC
1541 Alta Drive
Whitehall, Pennsylvania 18052

Reference: Centerville Turnpike Pavement Cores
Centerville Turnpike and Whittamore Road
Chesapeake, Virginia

ECS Project No. 04:6585

Dear Ms. Sears:

On December 21, 2003, coring was performed within the existing pavement of Centerville Turnpike near its intersection with Whittamore Road, in the City of Chesapeake, Virginia. We performed the cores at the approximate locations shown on the Pavement Core Plan prepared by Hassell & Folkes dated Sept., 2003. Ten 4-inch diameter cores were performed within the right-of-way of Centerville Turnpike. Four cores were performed in the north-bound lane and six cores were performed in the south-bound lane. Eight of the cores (C-2 through C-9) were performed within the recently completed limits of the Centerville Turnpike and Whittamore Road Improvements for the Etheridge Greens development. One core (C-1) was performed in the roadway north of the improvement limits and another core (C-10) was performed in the roadway south of the improvement limits. A location plan showing the approximate core locations and the core numbering system is included in Enclosure 1.

Diamond Equipment Contracting Corporation performed the cores utilizing a 4-inch core bit and an electric coring machine. The asphalt pavement depths recorded at the core locations varied from 3 to 11 inches. Underlying the asphalt, we encountered aggregate base course material that was noted to vary from 4 inches to 6-¾ inches in thickness. Typically the base course aggregate appeared to be a dense graded crushed stone similar to VDOT 21B stone. However, at a couple of the core holes, we observed the presence of much larger-sized aggregate similar to VDOT No. 1 stone mixed in with dense graded aggregate. Our pavement core observations are summarized in the following table.

814 Greenbrier Circle, Suite A, • Chesapeake, Virginia 23320-2643 • (757) 366-5100 • Fax (757) 366-5203

Offices: Baltimore, MD • Frederick, MD • Aberdeen, MD • Chantilly, VA • Winchester, VA • Fredericksburg, VA • Richmond, VA • Roanoke, VA
Danville, VA • Chesapeake, VA • Williamsburg, VA • Charlotte, NC • Raleigh, NC • Greensboro, NC • Wilmington, NC
Greenville, SC • Atlanta, GA • Cornelia, GA • Austin, TX • Dallas, TX • San Antonio, TX • Chicago, IL

APR 13,2004 09:04 Robert S. DiBerardinis 7575462462 Page 1

Core No.	Direction	Asphalt Thickness (inches)	Aggregate Base Course Thickness (inches)
C-1	Southbound	5-½	6-¾
C-2	Southbound	3	6
C-3	Northbound	4	6
C-4	Southbound	4-½	6
C-5	Southbound	11	6
C-6	Southbound	8	6
C-7	Northbound	10	5
C-8	Southbound	5	8
C-9	Northbound	11	4
C-10	Northbound	10	4

We appreciate the opportunity to be of service to you on this project. If we can be of any further assistance, please feel free to contact this office.

Very truly yours,

ENGINEERING CONSULTING SERVICES, LTD

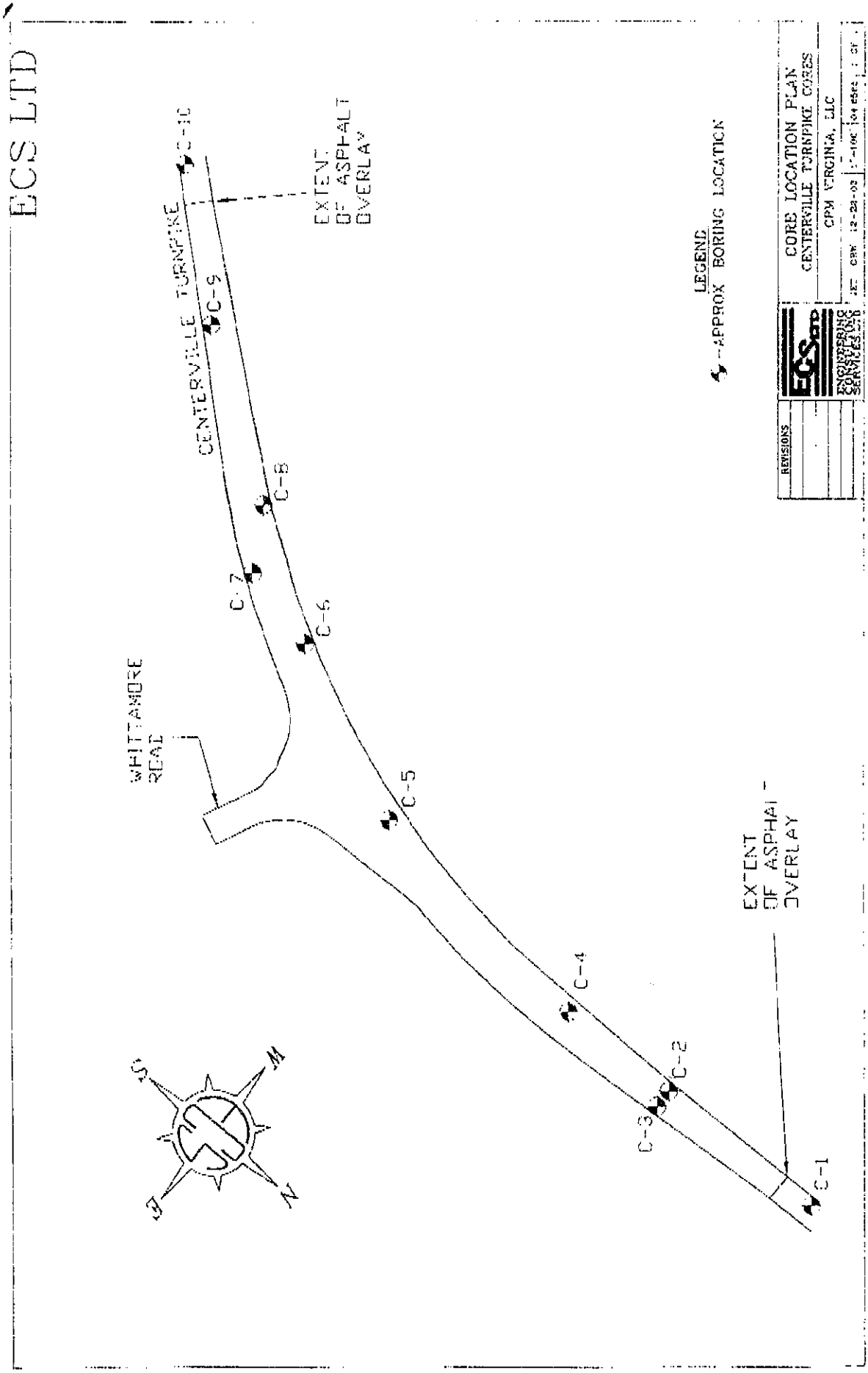
Jason E. Trimyer
Staff Technologist

Gary R. Witsman, P.E.
Principal Engineer

COMMONWEALTH OF VIRGINIA
GARY WITSMAN
No.
016067
PROFESSIONAL ENGINEER

Copies: (2) CPM Virginia, LLC (Ms. Lynn Sears)
(2) Combustion Project Management (Mr. Robert DeBerardinis)
(1) Hassell & Folkes, P.C. (Mr. Wymer Manning III, P.E.)

I:\Letters\jet\658Scentervillecoreltr.DOC


ECS LTD
CENTERVILLE TURNPIKE
EXTENT OF ASPHALT OVERLAY
WHITTAMORE ROAD
C-1
C-2
C-3
C-4
C-5
C-6
C-7
C-8
C-9
C-10
LEGEND
APPROX BORING LOCATION
CORE LOCATION PLAN
CENTERVILLE TURNPIKE CORES
CPM VIRGINIA, LLC
REVISIONS
ENGINEERING CONSULTING SERVICES LTD
S
M
E
N

Core #	Lane	Asphalt Thickness (inches)	Aggregate Base Course Thickness (inches)
C-1	Southbound	5-½	6-¾
C-2	Southbound	3	6
C-3	Northbound	4	6
C-4	Southbound	4-½	6
C-5	Southbound	11	6
C-6	Southbound	8	6
C-7	Northbound	10	5
C-8	Southbound	5	8
C-9	Northbound	11	4
C-10	Northbound	10	4

We appreciate the opportunity to be of service to you on this project. If we can be of any further assistance, please feel free to contact this office.

Very truly yours,

ENGINEERING CONSULTING SERVICES, LTD.

Jason E. Trimyer
Staff Technologist

Gary R. Witsman, P.E.
Principal Engineer

COMMONWEALTH OF VIRGINIA
GARY WITSMAN
No. 016067
PROFESSIONAL ENGINEER

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(2) Combustion Project Management (Mr. Robert DeBerardinis)
(1) Hassell & Folkes, P.C. (Mr. Wymer Manning III, P.E.)

I/Letters/jet/6585centervillecoreltr.DOC

Chesapeake VIRGINIA

City of Chesapeake

DEPARMENT OF PUBLIC WORKS
P.O. BOX 15225 CHESAPEAKE, VIRGINIA 23328
PHONE (757) 382-6101 • FAX (757) 382-8537

PATRICIA C. BIEGLER, DIRECTOR

LETTER OF CONFIRMATION

DATE 4/7/04	AC# 014082
ATTENTION Ron Curry	
RE: Etheridge Greens	

TO Ron Curry, Agent
C&M Contracting Inc.
530 Woodlake Circle
Chesapeake, VA 23320

GENTLEMEN:

THIS LETTER IS TO CONFIRM THE FOLLOWING:

☒ TELEPHONE CONVERSATION, ☐ OTHER: _____

DATE: April 7, 2004, TIME: 8:45, AT WHICH WE DISCUSSED: that the pavement on Whitamore Rd must be repaired by 12:00 pm on April 15, 2004 or city forces will be brought in to make the repair at your company's expense. This action is being taken by the failure to repair the pavement by the much discussed February 15, 04 March 15 and today's deadline.

Additionally the Permit Engineer is considering shutting the project down on April 15, 2004 at 12:00 pm because the city still has not received the core results from December 21, 2003.

Post-it® Fax Note 7671	Date 4/7/04 # of pages ▶ 1
To Butch Manning	From K W Harrell
Co./Dept. Hassell & Folkes	Co. Ches. PW Engineering
Phone # 547-9531	Phone # cell 615-9242
Fax # 547-9481	Fax # 382-6924

SIGNED: [signature]

cc: Dave Dombroski
Butch Manning
Bobby Degenhardt

If you do not concur with the above, please notify us at once.

2304

CG-24,011/R-2000

Chesapeake VIRGINIA

City of Chesapeake

DEPARMENT OF PUBLIC WORKS
P.O. BOX 15225 CHESAPEAKE, VIRGINIA 23328
PHONE (757) 382-6101 • FAX (757) 382-8537

PATRICIA C. BIEGLER, DIRECTOR

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DATE 4/7/04	AC# 014082
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TO Ron Curry, Agent
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Post-it® Fax Note 7671

To Butch Manning	Date 4/7/04 # of pages ▶ 1
Co./Dept. Hassell & Folkes	From K W Harrell
Phone # 547-9531	Co. Ches. PW Engineering
Fax # 547-9481	Phone # cell 615-9242
	Fax # 382-6924

SIGNED: [signature]

cc: Dave Dombroski
Butch Manning
Bobby Degen

If you do not concur with the above, please notify us at once.

CG-24,011/R-2000

2305

Chesapeake VIRGINIA

City of Chesapeake

DEPARMENT OF PUBLIC WORKS
P.O. BOX 15225 CHESAPEAKE, VIRGINIA 23328
PHONE (757) 382-6101 • FAX (757) 382-8537

PATRICIA C. BIEGLER, DIRECTOR

LETTER OF CONFIRMATION

DATE 4/7/04	AC# 014082
ATTENTION Ron Curry	
RE: Etheridge Greens	

TO Ron Curry, Agent
C.M. Contracting Inc
530 Woodlake Circle
Chesapeake, VA 23320

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Additionally the Permit Engineer is considering shutting the project down on April 15, 2004 at 12:00 pm because the city still has not received the core results from December 21, 2003.

SIGNED: [signature]

cc: Dave Dombroski
Butch Manning
Bobby Deg

If you do not concur with the above, please notify us at once.

CG-2401/R-2000

2306

Chesapeake VIRGINIA

City of Chesapeake

DEPARMENT OF PUBLIC WORKS
P.O. BOX 15225 CHESAPEAKE, VIRGINIA 23328
PHONE (757) 382-6101 • FAX (757) 382-8537

PATRICIA C. BIEGLER, DIRECTOR

LETTER OF CONFIRMATION

DATE 4/7/04	AC# 014082
ATTENTION Ron Curry	
RE: Etheridge Greens	

TO Ron Curry, Agent
C&M Contracting Inc
530 Woodlake Circle
Chesapeake, VA 23320

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Additionally the Permit Engineer is considering shutting the project down on April 15, 2004 at 12:00 pm because the city still has not received the core results from December 21, 2003.

SIGNED: [signature]

cc: Dave Dombrosk
Butch Manning
Bobby Degelmann

If you do not concur with the above, please notify us at once.

CG-2307/R-2000

TRANSMISSION VERIFICATION REPORT

TIME : 04/07/2004 11:59

DATE,TIME	04/07 11:58
FAX NO./NAME	94132595
DURATION	00:00:29
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Bob Driano
477-1155
Eth

TRANSMISSION VERIFICATION REPORT

TIME : 04/07/2004 11:56

DATE,TIME	04/07 11:56
FAX NO./NAME	93619435
DURATION	00:00:00
PAGE(S)	00
RESULT	BUSY
MODE	STANDARD

BUSY: BUSY/NO RESPONSE

TRANSMISSION VERIFICATION REPORT

TIME : 04/07/2004 12:02

DATE,TIME	04/07 12:02
FAX NO./NAME	95479481
DURATION	00:00:43
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

February 17, 2004

Atlantic Coastal Clearing & Grading, Inc.
Mr. Mike Semonich, Vice President
916 Executive Court
Chesapeake, VA 23320

RE: Etheridge Greens Golf Course – AC #014082 00

Dear Mr. Semonich:

Please be advised that Fidelity and Deposit Company of Maryland permit bond No. LPM08586349 has been replaced by other surety and is released. Land Disturbing permit No. N0200443 is now null and void.

Should you need additional information, please call me at (757) 382-6304.

Cordially,

David G. Dombroski
Permits Engineer

DGD/ses

cc: W.B. Siviter & Associates
Mr. Robert Siviter
2112 Dawn Avenue
Virginia Beach, VA 23451
w/ original bond

G:\SEFOLDER\bsherri\DGD\01408200-eth green golf-021704-bond rel.doc

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

February 17, 2004

Atlantic Coastal Clearing & Grading, Inc.
Mr. Mike Semonich, Vice President
916 Executive Court
Chesapeake, VA 23320

RE: Etheridge Greens Golf Course – AC #014082 00

Dear Mr. Semonich:

Please be advised that Fidelity and Deposit Company of Maryland permit bond No. LPM08642430 has been replaced by other surety and is released. Stormwater permit No. W0201441 is now null and void.

Should you need additional information, please call me at (757) 382-6304.

Cordially,

David G. Dombroski
Permits Engineer

DGD/ses

cc: W.B. Siviter & Associates
Mr. Robert Siviter
2112 Dawn Avenue
Virginia Beach, VA 23451
w/ original bond

G:\SEFOLDER\bsherri\DGD\01408200-eth green golf-021704-bond rel B.doc

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Chesapeake VIRGINIA

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Ray A. Conner, Commission of the Revenue

FROM: David G. Dombroski, Permits Engineer, Public Works LHA FOH

DATE: February 17, 2004

RE: Greens Golf Course, Phase 1A – AC #014082 00

For your files please find attached copies of the land disturbing permit application and land disturbing permit No. N0301729 for the referenced site.

Should you need additional information, please advise.

DGD/ses
Attachment

G:\SEFOLDER\bsherri\DGD\01408200-greens golf-021704-M8.doc

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

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City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Miklos Lestyan, City Arborist, Inspections

LMA For

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: February 17, 2004

RE: Greens Golf Course, Phase 1A – AC #014082 00

For your files please find attached copies of the land disturbing permit application and land disturbing permit No. N0301729 for the referenced site.

Should you need additional information, please advise.

DGD/ses
Attachment

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. David B. Sanford, CAE, SRA, Commercial Appraisal Supervisor

FROM: David G. Dombroski, Permits Engineer, Public Works LMA For

DATE: February 17, 2004

RE: **Greens Golf Course, Phase 1A – AC #014082 00**

For your files please find attached copies of the land disturbing permit application and land disturbing permit No. N0301729 for the referenced site.

Should you need additional information, please advise.

DGD/ses
Attachment

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Hassell & Folkes, P.C.
Engineers Surveyors Planners

S. Grey Folkes, Jr., P.E.
Leigh Anne Folkes, P.E.
Wymer W. Manning, III, P.E.
John A. O'Connor, P.E.
Greg R. Deubler, P.E.
Stuart W. Bonnell, P.E.
Kenneth C. Phelps, P.E.
James R. Bradford, C.L.A.

Christopher D. Capozzi, L.S.
Michael W. Murphy, L.S.

T. Ray Hassell III, L.S.
(1932-1984)
Stradford G. Folkes, P.E.
Consultant

RECEIVED
DEC 24 2003
PUBLIC WORKS
CITY OF
CHESAPEAKE

December 24, 2003

Mr. Ed West, P.E.
DEPARTMENT OF PUBLIC WORKS
City of Chesapeake
306 Cedar Road
Chesapeake, VA 23322

RE: ETHERIDGE GREENS GOLF COURSE
CENTERVILLE TURNPIKE IMPROVEMENTS
(AC #014082-00)

Dear Mr. West:

Attached you will find seven (7) copies of Sheet Two (2) of the referenced improvement plans, which have been revised in response to your comment letter dated July 15, 2003. The comments are addressed as follows:

1) Updated HGL calculations are included with the resubmittal. We have examined two (2) starting tailwater elevations using 0.8 x diameter of pipe + invert and a worst case "full ditch" situation.

2) The swale downstream of structure SDI-3 has been regraded. Several cross sections of this area have been provided as requested. The right-of-way line and proposed public drainage easement have been shown on the cross sections. Existing topographic information in this area has been shown.

3) The Deed of Dedication for the public drainage easement shall be forwarded in the near future.

4) A typical swale section has been provided.

5) Completed.

325 Volvo Parkway, Chesapeake, VA 23320 (757) 547-9531 • FAX (757) 547-9481

The plan revision is being resubmitted for final municipal approval, subject to the dedication of the public drainage easement. No other revisions have been made other than the ones noted above. Should you have any questions or require additional information, please do not hesitate to contact our office. Trusting this is as you require, we remain,

Very truly yours,

HASSELL & FOLKES, P.C.

Wymer W. Manning, III, P.E.

WWM/kb

Enclosures

cc: Mr. Dave Dombroski
Department of Public Works

Mr. Robert Diberardinis

Chesapeake
VIRGINIA

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328-5225
(757) 382-6101
Fax. (757) 382-6310
Fax. (757) 382-8537

FAX COVER SHEET

TO: Grey Folkes	**FROM:** Dave Dombroski
Company Name: Hassell & Folkes	**Date:** 12/11/03
Office Location:	**Division/Office Location:** PUBLIC WORKS – ENGINEERING
Fax Number: 547 9481	**Phone Number:** 382-6304

SUBJECT: Etheridge Greens

- [ ] Urgent
- [ ] Reply ASAP
- [ ] Please Comment
- [ ] Please Review
- [x] For Your Information
- [ ] As Requested
- [ ] As Discussed

Total pages, including cover: 3

COMMENTS:

Grey,
ECS has been in touch with me. The cores are tentatively set for tomorrow 12/12/03.
Thanks for the help.

- [ ] Original will be sent via US Mail
- [x] Unless requested otherwise, this is the only copy you will be sent.

Copy Forwarded to: _____

CG-24,150

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

CHESPKE PW ENGINEERING Fax:757-382-6310

** Transmit Conf.Report **

P.1 Dec 11 2003 9:13

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
95479481	NORMAL	11, 9:13	0'30"	3	# O K	

Chesapeake VIRGINIA

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328-5225
(757) 382-6101
Fax. (757) 382-6310
Fax. (757) 382-8537

FAX COVER SHEET

TO: Grey Folkes	FROM: Dave Dombroski
Company Name: Hassell & Folkes	Date: 12/11/03
Office Location:	Division/Office Location: PUBLIC WORKS – ENGINEERING
Fax Number: 547 9481	Phone Number: 382-6304

SUBJECT: Etheridge Greens

- [ ] Urgent
- [ ] Reply ASAP
- [ ] Please Comment
- [ ] Please Review
- [x] For Your Information
- [ ] As Requested
- [ ] As Discussed

Total pages, including cover: 3

COMMENTS:

Grey,
ECS has been in touch with me. The cores are tentatively set for tomorrow 12/12/03.

2319

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

December 10, 2003

Combustion Products Management, Inc.
Mr. Robert S. Diberandinis
1229 Kingsbury Drive
Chesapeake, VA 23322

Subject: Etheridge Greens – AC #014082 00

Dear Mr. Diberandinis:

Several issues regarding the subject site need to be resolved promptly.

The pavement on Whitamore Road has again begun to deteriorate. Our inspector is available to delineate specific areas in need of repair upon reasonable notice. All deteriorated areas of Whitamore Road must be repaired no later than January 15, 2004.

Core samples of the Centerville Turnpike pavement section must be taken in accordance with the location plan supplied by our inspector to Hassell & Folkes, P.C. on July 2, 2003. The purpose of the cores is to compare the preconstruction pavement section with that of the reconstructed road. Should any areas of the reconstructed road be discovered to have a pavement section less than that of the design section, those areas of the reconstructed road shall corrected such that the pavement section meets or exceeds the design pavement section. All deficient areas of the reconstructed road identified by the core samples shall be corrected within 30 days of analysis of the core samples. Repair methods shall be approved by this department prior to commencement of the corrective work. Please note that the land disturbing permit for Phase 1A applied for by C&M Contractors, Inc. shall not be issued prior commencement of the coring operation.

Finally, a plan revision is required for the northeast quadrant of the Whitamore Road/Centerville Turnpike intersection. As discussed with your consultant, the best solution would be to get authorization to extend the ditch piping. Not under any circumstance shall the shoulder width that existed prior to this project be reduced. The land disturbing permit for Phase 1-A shall not be issued prior to submittal of the plan revision and evidence of the adjacent property owner concurrence to any drainage easement that may be needed to accommodate the design.

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Should you need additional information, please advise.

Cordially,

David G. Dombroski
Permits Engineer

DGD/ses

cc: J. B. Tate, P.E., Assistant City Engineer
Karen W. Harrell, Construction Inspector

S. Grey Folkes, P.E.
Hassell & Folkes, P.C.
325 Volvo Parkway
Chesapeake, VA 23320

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Ronald S. Hallman, City Attorney

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: December 4, 2003

RE: **Etheridge Greens, Phase 1A – AC #014082 00**

Please find attached permit bond for the above referenced site. The bond amount is correct.

Please approve same as to form and return to this office for further handling.

Please call Sherri Sheffield at ext. 6300 when ready for pick up.

DGD:ses
Attachment

G:\SEFOLDER\bsherri\DGD\01408200-eth greens-120403-M3.doc

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Ronald S. Hallman, City Attorney

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: December 4, 2003

RE: **Etheridge Greens, Phase 1A – AC #014082 00**

Please find attached permit bond for the above referenced site. The bond amount is correct.

Please approve same as to form and return to this office for further handling.

Please call Sherri Sheffield at ext. 6300 when ready for pick up.

DGD:ses
Attachment

G:\SEFOLDER\bsherri\DGD\01408200-eth greens-120403-M3.doc

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

ENGINEERING CONSULTING SERVICES, LTD.
Geotechnical • Construction Materials • Environmental

December 3, 2003

Mr. Robert DeBerardinis
CPM Virginia, LLC
c/o Combustion Products Management
1229 Kingsbury Drive
Chesapeake, Virginia 23322

ECS Project No. 04:6585

Reference: Centerville Turnpike Pavement Cores
Chesapeake, Virginia

Dear Mr. DeBerardinis:

We received your written acceptance dated November 20, 2003 of ECS Proposal N10213-P. This proposal is to perform ten (10) pavement section cores in the Centerville Turnpike right-of-way near the intersection with Whittamore Road. After we received Notice-to-Proceed, we contacted your civil engineer, Butch Manning of Hassell & Folkes, P.C., and Dave Dombrowski of the City of Chesapeake to coordinate the coring locations and the coring schedule. The city has requested that they have a representative observe the coring operation. We are presently preparing a traffic control plan for city approval. After the traffic control plan is submitted, we will set a time that is acceptable to the city to perform the cores.

Based on the city's initial comments, we believe we should be able to perform the cores the week of December 8, 2003. We will keep you informed of our progress.

Respectfully,

ENGINEERING CONSULTING SERVICES, LTD.

Gary R. Witsman, P. E.
Principal Engineer

I/Letters/jet/6585schedule.doc

814 Greenbrier Circle, Suite A, • Chesapeake, Virginia 23320-2643 • (757) 366-5100 • Fax (757) 366-5203

Offices: Baltimore, MD • Frederick, MD • Aberdeen, MD • Chantilly, VA • Winchester, VA • Fredericksburg, VA • Richmond, VA • Roanoke, VA
Danville, VA • Chesapeake, VA • Williamsburg, VA • Charlotte, NC • Raleigh, NC • Greensboro, NC • Wilmington, NC
Greenville, SC • Atlanta, GA • Cornelia, GA • Austin, TX • Dallas, TX • San Antonio, TX • Chicago, IL

CONTRACT AGREEMENT
FOR LABOR, MATERIALS AND EQUIPMENT

THIS AGREEMENT, made this 2nd day of December, 2003, between CPM Virginia., the OWNER, whose address is 1229 Kingsbury Drive, Chesapeake, Virginia 23322 and telephone number is (757) 546-2462, for the **ETHERIDGE GREENS CENTERVILLE TURNPIKE IMPROVEMENTS** project in Chesapeake, Virginia, and the CONTRACTOR.....

C&M CONTRACTORS

The OWNER and the CONTRACTOR agree as set forth in the following paragraphs:

1. THE CONTRACT DOCUMENTS

1.1 The contract documents for this subcontract consist of this Agreement and any Exhibits attached hereto identified as:

EXHIBITS A &B,

the bid proposal, the specifications, the general, special, supplementary and/or other conditions, the contract drawings, all addenda and amendments, notice of award and notice to proceed, all forming a part of the contract with the OWNER, which documents are incorporated into this by reference by terms of this Agreement.

1.2 In the event of any conflict between the provisions of this Agreement and any other documents, the provisions of this CONTRACT shall control.

2. THE WORK

2.1 The CONTRACTOR shall perform all the work hereunder set forth in EXHIBIT A attached hereto. This work to be performed in strict conformity with the plans and specifications entitled **ETHERIDGE GREENS CENTERVILLE TURNPIKE IMPROVEMENTS,** as prepared by Hassell & Folkes, P. C., dated upon approval of plans and the standards as found in the contract documents, and subsequent changes agreed to between the OWNER and the CONTRACTOR. All workmanship, equipment and articles incorporated in the work covered by this agreement are to be the best grade of their respective kinds for the purpose, and to the satisfaction of the Owner and the Owner's representative on the work.

3. PRICE AND PAYMENT

3.1 The OWNER shall pay the CONTRACTOR for the performance of the work in accordance with this agreement, subject to additions and deductions authorized by approved changes, **the sum of $90 per linear foot for improvements as stipulated in approved plans** relating to pipe extension and associated improvements.

3.2 Monthly progress payment requests shall be submitted to the OWNER'S office by the 25th of the month, in writing, for the satisfactorily completed work in accordance with the unit prices set forth in the contract, and submitted on the EXHIBITS A and B. Failure to receive these exhibits by the OWNER by the 25th of the month shall be construed to mean that no request for payment is forthcoming for that month.

3.3 Monthly progress payments will be made within thirty (30) days after receipt of progress payment requests for satisfactory work. The progress payment will be for 95% of the work completed and the balance retained by the OWNER until the completion of this Agreement. Partial lien waivers will be required.

3.4 FINAL PAYMENT- and all other sums will be made by the OWNER within thirty (30) days of receipt of Final Progress Payment Request by the OWNER, receipt of final lien waivers from the CONTRACTOR and a statement of one year warranty for the work from the date of acceptance by the OWNER. The OWNER may request satisfactory evidence that payrolls, bills for materials and equipment, and all known indebtedness connected with the work in this agreement have been satisfied.

4. PAYMENT AND PERFORMANCE BOND

4.1 The CONTRACTOR shall provide, within 10 days after the execution of this agreement, Payment and Performance Bonds on the form prescribed by and with surety acceptable to the OWNER in the full amount of this CONTRACT for the faithful performance of this CONTRACT. The premium for bonds shall be paid by the CONTRACTOR. Notwithstanding any other provisions to the contrary, NO PAY REQUIRED BONDS HAVE BEEN DULY EXECUTED AND DELIVERED TO THE OWNER, UNLESS THE CONTRACTOR'S OBLIGATION TO FURNISH SAID BONDS HAS BEEN WAIVED AS INDICATED BELOW.

4.2 PAYMENT BOND REQUIRED ____ PERFORMANCE BOND REQUIRED _x_ NO BONDS REQUIRED ___

5. TIME

5.1 The CONTRACTOR agrees to furnish as required and at no extra cost all shop drawings, samples, models, schedules, catalog cuts, test results, certificates and other documentation necessary and incidental to the proper coordination and performance of the work.

5.2 Time is of the ESSENCE and the CONTRACTOR shall begin the work promptly when notice to proceed is given and shall diligently prosecute the same to completion in accordance with the time schedule approved by the OWNER in a manner so as to not delay the completion of the contract between the Owner and Contractor. No payment for delays will be made unless agreed to by the Owner. The CONTRACTOR shall pay the OWNER all damages, including overhead of the OWNER, occasioned by any delay on the part of the CONTRACTOR. **The CONTRACTOR is authorized to begin construction within 45 days of receiving final city approval.**

6. INSURANCE

6.1 Prior to commencement of work, the CONTRACTOR shall obtain and maintain in force for the life of this agreement such insurance coverage's as required by the CONTRACT. The provisions of this article shall apply to all lower-tier subcontractors and certificates reflecting the CONTRACT coverage's shall be furnished to the OWNER by the CONTRACTOR on behalf of the lower-tier subcontractors. The cancellation clause must include a thirty (30) day minimum written notice to the OWNER before cancellation can become effective.

7. INDEMNITY

7.1 The CONTRACTOR shall indemnify and save harmless the OWNER from and against all losses and costs incurred because of claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any act or omission of the said CONTRACTOR, his agents, or employees in the execution of the work or in the guarding of it.

8. DEFECTIVE WORK

8.1 The CONTRACTOR shall promptly repair, replace or otherwise make good any defects, damages or fault in the whole or part of the work in the Contract performed under this agreement. CONTRACTOR shall repair, replace or otherwise make good defective or improper work for a period of one year after the acceptance of the work by the Owner. CONTRACTOR may be required to provide a Defect Bond if directed.

8.2 Should the CONTRACTOR fail to repair, replace or otherwise make good on the part of the work indicated defective and unsatisfactory to the Owner, the OWNER shall proceed with actions necessary to take over the work and correct the defective work after 5 days Notice in writing to the CONTRACTOR. The CONTRACTOR shall pay the OWNER all damages and costs including overhead of the OWNER occasioned by inaction on the part of the CONTRACTOR.

9. WORKING CONDITIONS

9.1 The CONTRACTOR shall perform the work in a safe manner in conformance with all applicable safety Rules and Regulations, of the OWNER'S safety plan; the CONTRACTOR shall adhere to this plan in the performance of his work as applicable. Permits or fines related to the work of the CONTRACTOR will be his responsibility. All trash, debris and or excess materials accumulating as result of the work in this agreement shall be removed upon completion or at the direction of the OWNER, as it becomes a hindrance to other contractors

10. NON-DISCRIMINATION

10.1 During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

10.1.A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

10.I.B. The CONTRACTOR, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.

10.1.C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

10.2 The CONTRACTOR will include the provisions of part 10.1 above in every subcontract or purchase order over $10.000.00, so that the provisions will be binding upon each subcontractor or vendor.

10.3 By signing this CONTRACT the CONTRACTOR certifies to the OWNER that he will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act this is a public project within the Commonwealth of Virginia.

11. CHANGES

11.1 No alteration, deviation, addition or omission from the work to be performed hereunder shall be made, except as authorized by written Change Order or written Extra Work Order as provided by the OWNER. No demand shall be made on the OWNER because of any alteration, deviation, addition or omission made by the CONTRACTOR without prior written approval. Any cost incurred by the OWNER due to an unauthorized Change or Extra, the sum shall be deducted from the progress payment to the CONTRACTOR.

11.2 The OWNER shall have the right, in its own opinion, if job conditions or the usual progress of the work under the CONTRACT shall so require, to vary the sequence or to suspend in whole or in part the performance of the work hereunder.

12. CLAIMS

12.1 In the event the CONTRACTOR asserts any claim for extra work, delay or changed conditions, the CONTRACTOR shall notify the OWNER in writing, of the specific nature of the claim and the amount of damages then known or projected within ten (10) days of the occurrence. Failure to give such notice shall constitute waiver of claim. The CONTRACTOR agrees to furnish such documentation as the OWNER may request within ten (10) days of the request.

12.2 All back charges to the OWNER for work or materials famished by the CONTRACTOR must be approved in writing by the OWNER'S authorized representative. All invoices for back charges must include a copy of the OWNER'S written approval document and are to be submitted with the CONTRACTOR'S monthly progress payment request.

13. DISPUTES AND ARBITRATION

13.1 Any dispute or claim arising out of, or relating to this CONTRACT AGREEMENT or breach thereof shall be settled in accordance with the rules of the American Arbitration Association, Construction Industry Section, and the CONTRACTOR shall not delay or stop the Work during the arbitration procedure and the award of the arbitrator shall be final and binding.

13.2 AH matters relating to the validity, performance, interpretation or construction of the CONTRACT AGREEMENT or the breach thereof shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The CONTRACTOR shall not institute any action or proceeding, in any way relating to this CONTRACT AGREEMENT, against the OWNER and/or OWNER'S Surety or Insurance Carriers, except in a court of competent jurisdiction in the City of Chesapeake, Commonwealth of Virginia. The locale of any arbitration shall be Norfolk, Virginia and the arbitration shall be administered by the Regional Office, American Arbitration Association.

This Agreement entered into as of the day and year first written above.

OWNER: **CPM Virginia LLC**

12/2/03

CONTRACTOR: **C&M Contracting**

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

November 25, 2003

C&M Contracting, Inc.
Mr. Ron Curry
530 Woodlake Drive
Chesapeake, VA 23320

RE: Etheridge Greens, Phase 1A – AC #014082 00

Dear Mr. Curry:

As per your request, please find enclosed one permit bond form, one land disturbing permit application, two unsigned land disturbing permits and two unsigned stormwater permits for the referenced site. The required permit bond amount is $320,000.00 and the permit fee is $1,650.00. This will cover the land disturbing and stormwater permits only. Please be advised that obtaining a land disturbing permit does not authorize the operation of a borrow pit or the excavation of retention/detention area; these types of excavations must be approved, bonded and conducted in accordance with Chapter 26, Article VII of the Chesapeake City Code. It is the responsibility of the permittee to obtain all permits which may be required by any other regulatory agencies. Please be advised that authorization under Section 404 of the Clean Water Act may be required prior to discharging dredged or fill material into wetlands on this or any other site. The verbiage for the permit bond is as follows:

> "Clearing, filling, excavating, grading or transporting or any combination thereof, installation and maintenance of all erosion and sediment control facilities and construction of all stormwater management facilities in accordance with approved plan of Etheridge Greens Golf Course Phase 1A".

If a letter of credit is to be used as bond, it must be good for one year longer than the permit and it must be negotiable in the local Hampton Roads area. Please contact me for more detailed information regarding the execution of the bond form if a letter of credit is to be used. In any event, be certain that the name and title of the person or persons signing any and all documents is typed beneath their signature. Only the president or a vice-president may sign for a corporation unless a valid power of attorney for the person signing is submitted with the documents that person signed. Also, the permittee must submit evidence of contractor's public liability insurance (insurance certificate) with the permit bond. The amount of the insurance policy cannot be less than $50,000.00. Failure to submit the insurance certificate with the bond will result in a processing fee.

Please note that no permits will be issued for this job until the issue regarding the pavement thickness at the north end of right of way improvements has been resolved.

Should you require any additional information, please contact me at (757) 382-6304.

Sincerely,

David G. Dombroski
Permits Engineer

DGD/ses
Enclosure

G:\SEFOLDER\bsherri\DGD\01408200-ethrdg greens-112503-L28.doc

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

September 16, 2003

Combustion Products Management, Inc.
Mr. Robert S. Diberandinis
1229 Kingsbury Drive
Chesapeake, VA 23322

RE: Etheridge Greens, Phase 1A – AC #014082 00

Dear Mr. Diberandinis:

As per your request, please find enclosed one permit bond form, one land disturbing permit application, two unsigned land disturbing permits and two unsigned stormwater permits for the referenced site. The required permit bond amount is $320,000.00 and the permit fee is $1,650.00. This will cover the land disturbing and stormwater permits only. Please be advised that obtaining a land disturbing permit does not authorize the operation of a borrow pit or the excavation of retention/detention area; these types of excavations must be approved, bonded and conducted in accordance with Chapter 26, Article VII of the Chesapeake City Code. It is the responsibility of the permittee to obtain all permits which may be required by any other regulatory agencies. Please be advised that authorization under Section 404 of the Clean Water Act may be required prior to discharging dredged or fill material into wetlands on this or any other site. The verbiage for the permit bond is as follows:

> "Clearing, filling, excavating, grading or transporting or any combination thereof, installation and maintenance of all erosion and sediment control facilities and construction of all stormwater management facilities in accordance with approved plan of Etheridge Greens Golf Course Phase 1A".

DGD 9/24/03

If a letter of credit is to be used as bond, it must be good for one year longer than the permit and it must be negotiable in the local Hampton Roads area. Please contact me for more detailed information regarding the execution of the bond form if a letter of credit is to be used. In any event, be certain that the name and title of the person or persons signing any and all documents is typed beneath their signature. Only the president or a vice-president may sign for a corporation unless a valid power of attorney for the person signing is submitted with the documents that person signed. Also, the permittee must submit evidence of contractors public liability insurance (insurance certificate) with the permit bond. The amount of the insurance policy cannot be less than $50,000.00. Failure to submit the insurance certificate with the bond will result in a processing fee.

Should you require any additional information, please contact me at (757) 382-6304.

Sincerely,

David G. Dombroski
Permits Engineer

DGD/ses
Enclosure

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

TYPICAL TRAFFIC CONTROL
FLAGGING OPERATION ON TWO-LANE ROAD
(FIGURE TTC-20.1)

NOTES

1. Sign spacing distance should be 500'-800' where the posted speed limit is greater than 45 mph, and 350'-500' where the posted speed limit is 45 mph or less.

2. Where R/W or geometric conditions prevent the use of 48" x 48" signs, 36" x 36" signs, may be used.

3. Flagging stations shall be located far enough in advance of the work zone to permit approaching traffic to reduce speed and/or stop before passing the work zone and allow sufficient distance for departing traffic in the left lane to return to the right lane before reaching opposing traffic.

4. A supplemental flagger may be required in this area to give advance warning of the operation ahead by slowing approaching traffic prior to reaching the flagger station or queued traffic. If the queue of traffic reaches the "*BE PREPARED TO STOP*" sign, then the signs must be readjusted at greater distances.

5. All flaggers must be state certified and have their certification card in their possession when performing flagging duties. (See Section 6E-2, Qualifications For Flaggers)

6. Care should be exercised when establishing the limits of the work zone to insure maximum possible sight distance in advance of the flagger and transition, based on the posted speed limit and at least equal to or greater than the values in Appendix A, page A-8.

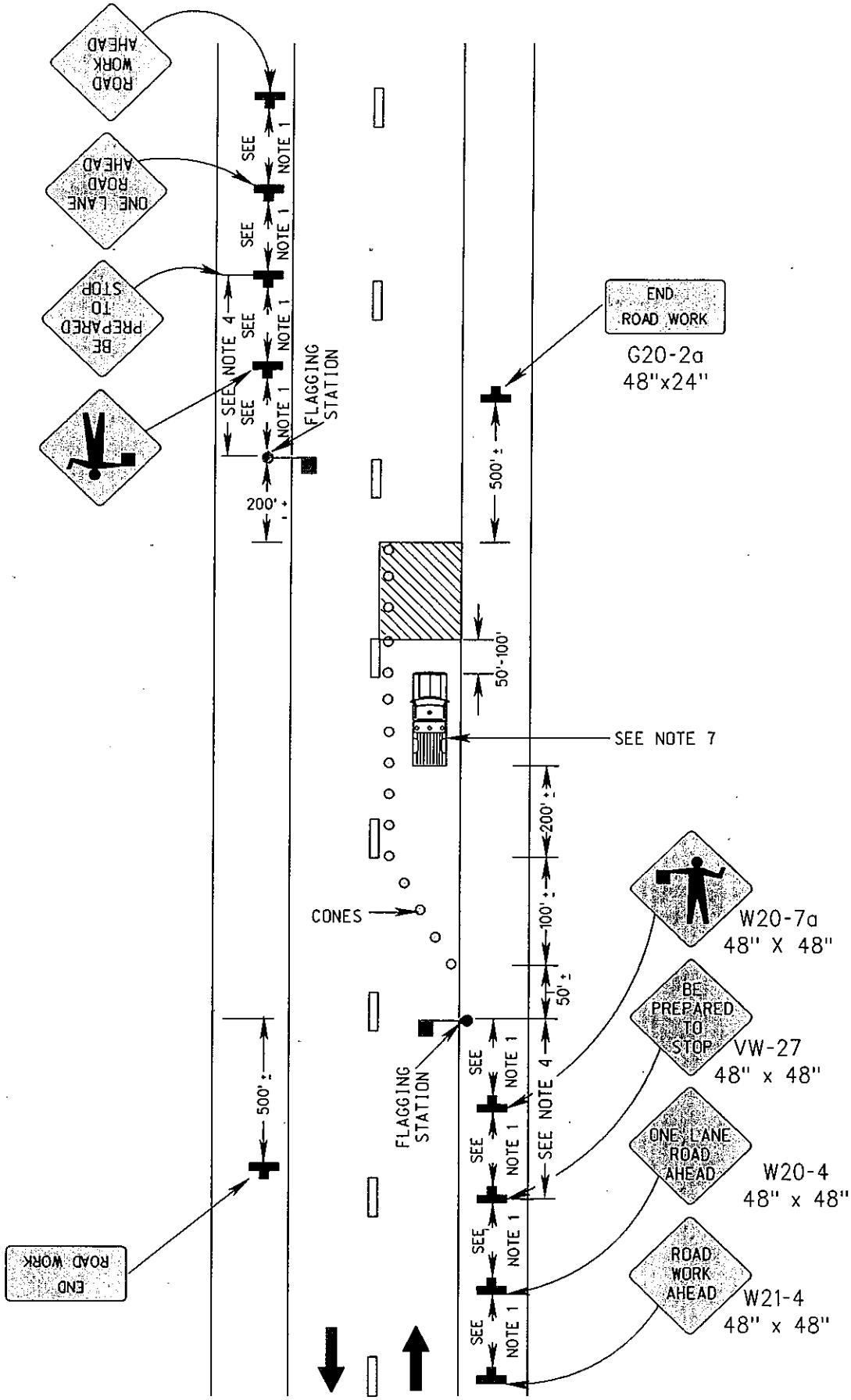
7. A truck with at least one rotating amber light or high intensity amber strobe light, shall be parked 50'-100' in advance of the first work crew.

8. Cone spacing shall be at the following:

	Speed (mph)	
Location	**0-35**	**36+**
Transition Spacing	20'	40'
Travelway Spacing	40'	80'

FLAGGING OPERATION PERMITTED FROM 9AM TO 3PM

TRAFFIC ENGINEERING
REVIEW COMMENT DATE 12/10/03
INITIALS HEW



FLAGGING OPERATION ON TWO-LANE ROAD
FIGURE TTC-20.1

COMBUSTION PRODUCTS MANAGEMENT, INC.
CPM

July 27, 2003

Mr. Cliff Sipe
Atlantic Coastal Contractors
Chesapeake, VA 23320

Dear Mr. Sipe:

CPM Virginia LLC sent you a letter on June 12, 2003 notifying you of several material breaches of our agreement. Pursuant to the agreement, under the Term of Agreement clause, you had forty-five days to cure these breaches. You have refused to do so.

Given your failure to cure, I am hereby notifying you that the agreement is terminated, effective immediately. Please remove all your equipment from the site.

Also pursuant to the Term of Agreement clause, you are required to remove all bonding secured by you.

Very truly yours,

Neil Wallace

Neil Wallace

105 Cherry Street • Ithaca, N.Y. 14851
607-273-1222 • FAX 607-273-8730 • www.cpmash.com

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Ray A. Conner, Commissioner of the Revenue

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: **July 2, 2003**

RE: **Etheridge Green, Phase 1 – AC #014082 00**

For your files, please find attached copies of the land disturbing permit application and land disturbing permit No.N0300864 for the referenced site.

Should you need additional information, please advise.

DGD/ses
Attachment

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake

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MEMORANDUM

TO: Mr. Ray A. Conner, Commissioner of the Revenue

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: **July 2, 2003**

RE: **Etheridge Green, Phase 1 – AC #014082 00**

For your files, please find attached copies of the land disturbing permit application and land disturbing permit No.N0300864 for the referenced site.

Should you need additional information, please advise.

DGD/ses
Attachment

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake

MEMORANDUM

To: David G. Dombroski, Permits Engineer/Public Works Dept.

From: Joseph M. DuRant, Assistant City Attorney

Re: Etheridge Green
Ac# 01408200
Permit Bond

Date: June 24, 2003

Please note that the above-referenced document has been approved as to form and is being returned to you for further handling.

Enclosure

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

RECEIVED
JUN 23 2003
CITY OF CHESAPEAKE
CITY ATTORNEY'S OFFICE

TO: Mr. Ronald S. Hallman, City Attorney

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: June 23, 2003

SUBJECT: **Etheridge Green, AC# 01408200**

Please find attached permit bond for the referenced site. The bond amount is correct.

Please approve same as to form and return to this office for further handling.

Please call Sherri Sheffield at ext. 6269 when ready for pick up.

DGD/mdw
Attachment

G:\sefolder\bmary\dombroski\01408200 Etheridge 062303

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Ronald S. Hallman, City Attorney

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: June 23, 2003

SUBJECT: **Etheridge Green, AC# 01408200**

Please find attached permit bond for the referenced site. The bond amount is correct.

Please approve same as to form and return to this office for further handling.

Please call Sherri Sheffield at ext. 6269 when ready for pick up.

DGD/mdw
Attachment

G:\sefolder\bmary\dombroski\01408200 Etheridge 062303

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

June 13, 2003

C&M Contracting, Inc.
Mr. Ron Curry
530 Woodlake Circle
Chesapeake, VA 23320

RE: Etheridge Green – AC #014082 00

Dear Mr. Curry:

As per your request, please find enclosed one permit bond form, two unsigned right of way permits and two unsigned stormwater permits for the referenced site. The required permit bond amount is $184,000.00 and the permit fee is $1605.00. This will cover the right of way and storm water permits only. It is the responsibility of the permittee to obtain all permits that may be required by any other regulatory agencies. Please be advised that authorization under Section 404 of the Clean Water Act may be required prior to discharging dredged or fill material into wetlands on this or any other site. The verbiage for the permit bond is as follows:

> "Construct all improvements and stormwater management facilities in accordance with approved plan of Etheridge Greens, Phase 1"

If a letter of credit is to be used as bond it must be good for one year longer than the permit and it must be negotiable in the local Hampton Roads area. Please contact me for more detailed information regarding the execution of the bond form if a letter of credit is to be used. In any event be certain that the name and title of the person or persons signing any and all documents is typed beneath their signature. Only the president or a vice-president may sign for a corporation unless a valid power of attorney for the person signing is submitted with the documents that person signed. Also, the permittee must submit evidence of contractors public liability insurance (insurance certificate) with the permit bond. The amount of the insurance policy cannot be less than $50,000.00. Failure to submit the insurance certificate with the bond form will result in a processing delay.

If I can be of any assistance regarding this matter, please advise.

Cordially,

David G. Dombroski
Permits Engineer

DGD/ses
Enclosure

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"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Chesapeake VIRGINIA

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328-5225
(757) 382-6101
Fax. (757) 382-6310
Fax. (757) 382-8537

FAX COVER SHEET

TO: Cliff Sipe	**FROM:** Dave Dombroski
Company Name: Atlantic Coastal	**Date:** 6/10/03
Office Location:	**Division/Office Location:** PUBLIC WORKS – ENGINEERING
Fax Number: 547-5727	**Phone Number:** 382-6304

SUBJECT: Etheridge Greens Permits and Bonds

- [ ] Urgent
- [ ] Reply ASAP
- [ ] Please Comment
- [ ] Please Review
- [ ] For Your Information
- [x] As Requested
- [ ] As Discussed

Total pages, including cover: 13

COMMENTS: Give me a call if you need anything else.

- [ ] Original will be sent via US Mail
- [x] Unless requested otherwise, this is the only copy you will be sent.

Copy Forwarded to: _____

CG-24,150

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

CHESPKE PW ENGINEERING Fax:757-382-6310

** Transmit Conf.Report **

P.1 Jun 10 2003 8:57

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
95475727	NORMAL	10, 8:57	4'33"	13	* O K	

Chesapeake VIRGINIA

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- [ ] As Discussed

Total pages, including cover: 13

COMMENTS: Give me a call if you need anything else.

2340

W. B SIVITER & ASSOCIATES, INC.

BONDING AND INSURANCE

1711 Jack Frost Road
Virginia Beach, VA. 23455

Phone: (757) 499-6572
FAX: (757) 499-4480

6/3/2003

Dave Dombrowski
City of Chesapeake
Permits & Inspections
Chesapeake, Virginia

Etheridge Greens Golf Course - Permit/E&S Bond, Excavation Permit (Stormwater Management) Bond - Atlantic Coastal Clearing & Grading, Inc.

Dear Dave, :

I have been informed by Mr. Cliff Sipe of Atlantic Coastal Clearing & Grading, Inc. that additional excavation by another contractor is underway at the Etheridge Greens Golf Course. Mr. Sipe has not approved or been asked to approve any additional work that pertains to his contract.

This additional work is between the owner and the contractor and is not a part of Atlantic Coastals' contract. The two above mentioned bonds provided to the city on behalf of Atlantic Coastal cover the original contract and any approved and acknowledged addtions or deletions that are agreed upon by the Owner, Principal, and Obligee that appear on the bonds.

Mr. Sipe has not agreed , acknowledged or approved this additional work . Therefore, the above referenced bonds do not cover or include this work.

If you should have any questions, please feel free top give me a call.

Sincerely,

Robert M. Siviter, Attorney-in-Fact
Fidelity & Deposit Company of Maryland

W.B. SIVITER & ASSOCIATES, INC.
1711 JACK FROST ROAD
VIRGINIA BEACH, VA 23455

FAX NUMBER: 757-499-4480

TELEPHONE NUMBER: 757-499-6572

TO: City of Ches.

FAX#: 757-382-6310

ATTENTION: Dave Dombroubski

FROM: W.B. SIVITER & ASSOCIATES, INC.

SENDER: Bob Siviter

DATE: 6-4-03

PAGE 1 OF: 2

TYPE OF MESSAGE:

___ URGENT: Contact Me Immediately

___ NORMAL

___ FOR YOUR REVIEW

___ RUSH

___ LET'S DISCUSS BY _____

___ PLEASE TELEPHONE ME TODAY

___ OTHER _____

REMARKS: Original to follow in mail

ROUTING & MEMO

02-13206

From: _____ To: Chev Bus. Lic Date: 2343

Receiver Initial & Route To

1. _____ _____

2. _____ _____

3. _____ _____

4. _____ _____

Subject: _____

Action

Immediate ☐ Routine ☐

- ☐ prepare _____ copies & return
- ☐ note & file
- ☐ note & return
- ☐ note & see me about this _____
- ☐ answer, send copy of letter
- ☐ prepare reply for my signature
- ☐ take charge of this
- ☐ investigate & return
- ☐ to be corrected & returned
- ☐ to be signed & returned
- ☐ to be checked & returned
- ☐ to be signed & mailed in envelopes
- ☐ to be filled in & returned
- ☐ immediate action desired
- ☐ for your information
- ☐ your comments or recommendations
- ☐ in accordance with your request
- ☐ to be signed & mailed to

_____

Dave Martin

270 501 4899 A

Ex 5/31/03

VFL Technology Corporation

16 Hagerty Blvd

West Chester PA 19382

P 610 918 1100

F 610 918 7222

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

December 20, 2002

Wymer W. Manning, III, P.E.
Hassell & Folkes, P.C.
325 Volvo Parkway
Chesapeake, Virginia 23320

RE: Etheridge Greens, AC# 014082

Dear Mr. Manning:

The site plan (erosion and sediment control) for the referenced project received on December 18, 2002, is ready for approval upon incorporation of the following items.

1. Specify the bottom elevations of the additional water features.

2. Specify the proposed outfall inverts for the additional water features.

3. Include the BMP data on the coversheet.

   a. Ownership of BMP – Private or Public
   b. Type of BMP (Wet or Dry Detention, Infiltration Trench or Basin, Dry Well, Grass Swales w/Check Dam or Water Quality Inlet)
   c. Storage Capacity of BMP (acre – feet)
   d. Drainage Watershed of BMP

Should you have any questions or need additional information, please contact me at (757) 382-6257.

Sincerely,

Ed West, P.E.
Engineer II

cc: Mr. David G. Dombroski, Permits Engineer
File Room (w/enclosures – 2)

Mr. Robert DiBerardinis
Combustion Products Management, Inc.
1229 Kingsbury Drive
Chesapeake, Virginia 23322

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

Hassell & Folkes, P.C.
Engineers Surveyors Planners

November 18, 2002

RECEIVED
NOV 18 2002
Public Works
City of
Chesapeake

Mr. J.B. Tate, P.E.
DEPARTMENT OF PUBLIC WORKS
City of Chesapeake
306 Cedar Road
Chesapeake, VA 23320

RE: ETHERIDGE GREENS GOLF COURSE
(AC #014082-00)

Dear Mr. Tate:

I have tried unsuccessfully on several occasions to reach you by telephone regarding your letter dated November 4, 2002 concerning the above referenced subject matter. As you know the drainage design with the widening along Centerville Turnpike was actually mandated by the Public Works Department. It is my understanding that this design has created a situation where the curb and gutter at this location does not have an acceptable foundation, and there is concern that the curb and gutter may simply separate from the pavement and fall into the ditch. Physical inspection of the existing conditions does not reveal any evidence to support this concern, but just the same, I understand your concern. Unfortunately it is clear that further extension of the existing drainage pipe to allow this perceived problem will require a drainage easement, which the current owner of the affected property is unwilling to grant. We are in a position to show this extension on the approved plans, but are unable to authorize construction of the additional pipe without the necessary drainage easement. Once again we were placed in this situation as a result of Public Works requirements for approval of the construction plans.

With reference to the pavement section issue along Centerville Turnpike at the northwest corner of the improvements, it was our assumption as well as Public Works that the pavement was going to fail within the first three (3) months upon completion of construction as a result of the milling work performed. In fact the reverse has occurred. The pavements look just as good today as it did six (6) months ago when the improvements were completed. In other words, to my surprise and probably to yours, nothing is broken. I would suggest some type of agreement for the life of the project (approximately five years) that would hold the developer responsible for any failures along that section of the Centerville Turnpike improvements.

In addition, there was a concern at this same location that the curb and gutter was too low with respect to the pavement cross section. I have personally visited the site on many occasions and have never witnessed anything unusual or defective regarding the elevation of the referenced curb and gutter. If there is in fact a problem, please advise specifically as to the problem as you view it.

Finally, there is apparently an issue regarding the driveway that was constructed to serve the Grissom property. The concrete driveway is equal to or better than the earthen driveway that previously served the property. Additionally, the driveway was constructed exactly in accordance the with approved construction plans. If there is in fact an issue regarding this item please advise.

In conclusion I suggest the following:

1. Our clients cannot obtain the necessary drainage easement on the east side of Centerville Turnpike for the requested extension of the storm drain. I can however guarantee the pipe extension, if the City can provide the drainage easement.

2. Require the developer through whatever means necessary to be responsible for maintenance of the Centerville Turnpike improvements through the life of the project (approximately five years).

3. Leave the existing private driveway in place as it is significantly better than the previous earthen driveway.

Please contact me at your earliest convenience to resolve these issues in finality.

Very truly yours,

HASSELL & FOLKES, P.C.

S. Grey Folkes, Jr., P.E.

SGF/kb

Enclosures

Chesapeake VIRGINIA

City of Chesapeake

MEMORANDUM

To: David G. Dombroski, Permits Engineer/Public Works Dept.

From: Joseph M. DuRant, Assistant City Attorney

Re: Interstate Fleet Service
Ac# 02403500
Permit Bond

Etheridge Greens Golf Course
Ac# 01408200
Permit Bond

Date: October 10, 2002

Please note that the above-referenced document has been approved as to form and is being returned to you for further handling.

Enclosure

CG-A 129

DGD

Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

November 4, 2002

Mr. Wymer W. Manning, III, P.E.
Hassell and Folkes, P.C.
325 Volvo Parkway
Chesapeake, VA 23320

RE: Etheridge Greens Golf Course (Centerville Turnpike Improvements)
AC# 014082-00

Dear Mr. Manning:

In March and April of this year, the Department of Public Works worked closely with Hassell and Folkes, as well as the contractor, to expedite the opening of the Centerville Turnpike/Whittamore Road intersection. On April 3, 2002, during a field meeting, there were multiple items identified as deficiencies (see City letter dated April 19, 2002). At that time, there were commitments made to correct the deficiencies. At least one of the design/construction issues creates a safety and roadway stability concern. Based on these deficiencies, the City agreed to open the intersection improvements conditionally.

It has now been over six months since the intersection was opened, and there appears to be no action on the part of the engineer and/or developer to complete the improvements in an acceptable manner. Therefore, it is Public Works' opinion that the referenced development has violated the stipulations of UP-01-03.

If Public Works has not received an acceptable schedule for completing the intersection improvements within two weeks, we will have no alternative but to pursue a revocation of the Use-Permit. Public Works will work with the City Attorney's Office and the Zoning Administrator to suspend all hauling until there is compliance with the stipulations. The outstanding issues regarding this intersection clearly warrant the City's aggressive pursuit of every legal remedy.

It is our hope that these issues will be resolved this month without further action. We remain available to do everything in our authority to help facilitate completion of the intersection. If you have any questions, please call.

Sincerely,

J. B. Tate

J. B. Tate, P.E.
Assistant City Engineer

cc: Combustion Products Management, Inc.
c/o Mr. Robert DiBerardinis

Inner-View Ltd.
c/o Mr. W. Lewis Witt

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Chesapeake VIRGINIA

City of Chesapeake

Department of Public Works
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Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

October 4, 2002

Hassell & Folkes, P.C.
Mr. Wymer W. Manning, III, P.E.
325 Volvo Parkway
Chesapeake, VA 23320

RE: Etheridge Greens Golf Course (Centerville Turnpike Improvements) - AC #014082 00

Dear Mr. Manning:

Reference is made to your letter of April 5, 2002 and Mr. J.B. Tate's letter of April 19, 2002, copies enclosed, wherein it was agreed that certain infrastructure improvements would be completed within the following 90 days. The time period has elapsed and the improvements remain incomplete. Please provide a time line, not to exceed 30 days, indicating when these items are to be completed.

If I can be of any assistant regarding this matter, please call me at (757) 382-6304.

Cordially,

David G. Dombroski
Permits Engineer

cc: J.B. Tate, P.E., Assistant City Engineer (w/enclosures)
Thomas D. Crawford, P.E., Development Review Supervisor

Inner-View, LTD
Mr. W. Lewis Witt
1140 Kempsville Road
Chesapeake, VA 23324

Combustion Products Management, Inc.
Mr. Robert DiBerardinis
1229 Kingsbury Drive
Chesapeake, VA 23322

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City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

MEMORANDUM

TO: Mr. Ronald S. Hallman, City Attorney

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: October 4, 2002

RE: **Etheridge Greens Golf Course - AC #014082 00**

Please find attached permit bond for the above referenced site. The bond amount is correct.

Please approve same as to form and return to this office for further handling.

Please call Sherri Sheffield at ext. 6269 when ready for pick up.

DGD:ses
Attachment

G:\SEFOLDER\bsherri\DGD\01408200-100402-M3.doc

"The City of Chesapeake adheres to the principles of equal employment opportunity. This policy extends to all programs and services supported by the City."

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City of Chesapeake

Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

RECEIVED
OCT 09 2002
CITY OF CHESAPEAKE
CITY ATTORNEY'S OFFICE

MEMORANDUM

TO: Mr. Ronald S. Hallman, City Attorney

FROM: David G. Dombroski, Permits Engineer, Public Works

DATE: October 4, 2002

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CHESPKE PW ENGINEERING Fax:757-382-6310

** Transmit Conf. Report **

P.1 Sep 11 2002 16:22

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
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Chesapeake VIR

of Chesapeake

ent of Public Works
t Office Box 15225
ake, Virginia 23328
(757) 382-6101
757) 382-6310 FAX
757) 382-8537 FAX

Post-it® Fax Note 7671	Date 9/11/02	# of pages ▶ 1
To DAWN	From DAVE DOMBROSKI	
Co./Dept.	Co. CHES PW	
Phone #	Phone # 382-6304	
Fax # 499-4480	Fax # 382-6310	

September 11, 2002

Atlantic Coastal Clearing
Mr. Mike Semonich
916 Executive Court
Chesapeake, VA 23320

RE: Etheridge Greens Golf Course, AC # 01408200

Dear Mr. Semonich,

As per your request please find enclosed one permit bond form and two unsigned stormwater permits for the referenced site. The required permit bond amount is $220,000.00 and the permit fee is $150. This will cover the stormwater permit only. It is the responsibility of the permittee to obtain all permits which may be required by any other regulatory agencies. Please be advised that authorization under Section 404 of the Clean Water Act may be required prior to discharging dredged or fill material into wetlands on this or any other site. The verbiage bond is as follows:

> "Construct all stormwater management facilities in accordance with approved plan of Etheridge Greens Golf Course."

If a letter of credit is to be used as bond it must be good for one year longer than the permit and it must be negotiable in the local Hampton Roads area. Please contact me for more detailed information regarding the execution of the bond form if a letter of credit is to be used. In any event be certain that the name and title of the person or persons signing any and all documents is typed beneath their signature. Only the president or a vice-president may sign for a corporation unless a valid power of attorney for the person signing is submitted with the documents that person signed. Also, the permittee must submit evidence of contractors public liability insurance (insurance certificate) with the permit bond. The amount of the insurance policy cannot be less than $50,000.00. Failure to submit the insurance certificate with the bond form will result in a processing delay.

If I can be of any assistance regarding this matter, please advise.

2352

Cordially,

Chesapeake VIR

City of Chesapeake
Department of Public Works
Post Office Box 15225
Chesapeake, Virginia 23328
(757) 382-6101
(757) 382-6310 FAX
(757) 382-8537 FAX

Post-it® Fax Note 7671	Date 9/11/02	# of pages ▶ 1
To DAWN	From DAVE DOMBROSKI	
Co./Dept.	Co. CHES DPW	
Phone #	Phone # 382-6304	
Fax # 499-4480	Fax # 382-6310	

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Chesapeake, VA 23320

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If I can be of any assistance regarding this matter, please advise.

Cordially,

David G. Dombroski
Permits Engineer

DGD:ses
Enclosure

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