Policy for the Distribution of Data
Town of Smithfield's Geographic Information System (GIS)

The purpose of this policy statement is to provide direction to Town staff regarding the reproduction and distribution of data contained in the Town's Geographic Information System (GIS) in accordance with the Virginia Freedom of Information Act. This policy is intended to protect the integrity of the Town's GIS while providing for reasonable public access to this data. It is the further intent of this policy to establish a standard for providing this data that will not unduly disrupt the daily workings of the Department of Planning and Zoning.

With the foregoing in mind, GIS data, which is open to public inspection under the Virginia Freedom of Information Act, will be provided in accordance with the following standards:

1. The Town of Smithfield has provided GIS data as a public information resource for its citizens. Every reasonable effort has been made to assure the accuracy of the GIS data; however, the data may not reflect the most current information. The GIS data is subject to constant change, and its accuracy cannot be guaranteed. Errors and/or omissions are possible and the user of such data is hereby advised of that possibility. The GIS data should not be considered authoritative for navigational, engineering, legal, or other site-specific uses.

2. The Town of Smithfield disclaims any and all responsibility and shall not be held liable for any claims, causes of action or damages of any type or nature arising out of, or in any way connected with, the data or the use or performance thereof. This includes, but is not limited to, any claims, causes of action, or damages for costs of recovering, reprogramming, or reproducing any programs or data used with or stored with the GIS data, damage to property, damages for any personal injuries or wrongful death, or damages for any lost data, lost profits, lost savings, or any other special, direct, indirect, consequential, or punitive damages.

3. The GIS data provided by the Town of Smithfield shall remain the property of the Town, which retains all rights commensurate with ownership, including the right to sell, release, license, use or provide the data to others as it deems appropriate in its sole discretion and the copyright to the data and the form in which it is compiled and presented. All GIS data may not be sold or resold except in accordance with a sublicensing agreement with the Town of Smithfield.

4. **DISCLAIMER:** THE TOWN OF SMITHFIELD MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE TOWN OF SMITHFIELD SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. GIS data requested will be provided within a period of five (5) work days unless it is determined that it is practically impossible in which event the requester shall be so informed and the Town will have an additional seven (7) work days in which to provide the records or to petition the appropriate Court for additional time when the request is an extraordinary volume of records. However, before proceeding with a petition to Court, the Town staff shall make reasonable efforts to reach an agreement with the requester concerning the production of the records requested.

6. The GIS data layers are available in ArcView, ArcInfo and/or AutoCad format, unless otherwise noted.

7. Any person or entity obtaining or using any GIS data, metadata or information (collectively referred to as data) from the Town of Smithfield's Geographic Information System (GIS) does hereby consent and agree to the terms and conditions set forth in this notice. If you do not agree to all terms and conditions, do not use any of the data that you may have obtained.

Geographic Information System (GIS) Data Layers

The following is a list of data layers contained in the Town of Smithfield's Geographic Information System (GIS). This list is updated from time to time as new data layers are created.

Layer	ArcView	ArcInfo	AutoCad
1. Town Limits	Yes	N/A	N/A
2. Fences/Guardrails	Yes	Yes	N/A
3. Cemetery	Yes	Yes	N/A
4. Town Boundary	Yes	Yes	*
5. Water	Yes	Yes	*
6. Edge of pavement	Yes	Yes	*
7. Parking Lots	Yes	Yes	*
8. Vegetation	Yes	Yes	*
9. Structures	Yes	Yes	*
10. Spot Elevation	Yes	Yes	*
11. 2 foot contours	Yes	Yes	*
12. 10 foot contours	Yes	Yes	*
13. Water Lines	Yes	Yes	**
14. Storage Tanks	Yes	Yes	**
15. Wells	Yes	Yes	**
16. Fire Hydrants	Yes	Yes	**
17. Manholes	Yes	Yes	**
18. Clean-outs	Yes	Yes	**
19. Force Main	Yes	Yes	**
20. Gravity Sewer Lines	Yes	Yes	**
21. Pump Stations	Yes	Yes	**
22. Sewer Shed	Yes	Yes	**
23. Zoning	Yes	Yes	N/A
24. Zoning Labels	N/A	Yes	N/A
25. Historic Overaly District	Yes	Yes	N/A
26. Future Land Use Map	Yes	N/A	N/A
27. Digital Orthophoto Center	Yes	Yes	N/A
28. Digital Orthophotos (tif format)	N/A	N/A	N/A
29. Digital Orthophotos (MrSID compressed version)	N/A	N/A	N/A

*   - The Town is divided into 40 tiles each containing these GIS data layers.

** - These layers are part of seven (7) different maps from the Master Utility Plan.

Fee Schedule for Geographic Information System (GIS) Data

The following fee schedule was adopted by the Town of Smithfield Town Council on July 5, 2000.

1. Administrative cost for providing the data $50.00

2. Cost of medium for providing GIS data:

1.44 MB floppy disks	$2.00/disk
650 MB CD-R's	$2.00/cd

3. Cost of GIS data in ArcView and ArcInfo format:

Layers 1 – 27	$15.00 per data layer, per format
Layers 28 – 29	$50.00 per data layer

4. Cost of GIS data in AutoCad format:

Layers 4 – 12	$5.00 per tile
Layers 13 – 22	$20.00 per map

    - Water Distribution Base Map
    - Water Model Base Map
    - Fire Flow Testing Locations
    - Wastewater Base Map
    - Pumping Station Schematic
    - Sewerage Watershed Map
    - Sewer Model Base Map

5. Cost of all printouts/copies:

8.5" x 11" and 8.5" x 14"	$0.25 per copy
11" x 17"	$0.50 per copy