

- TAB # 6**
- f. Christian Outreach Program (Budgeted Contribution) \$14,000.00
 - 5. Smithfield Boat Tax
 - 6. Authorization to Amend Town Position Classification Plan to Reclassify Town Planner/GIS Coordinator to Planning and Zoning Administrator

TUESDAY, JANUARY 27TH, 2014

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

- TAB # 7** 1. Public Comment
- TAB # 8** 2. Operational Update – Parks and Recreation Committee Report
- 3. Partial Park Closures of Fishing Pier on Wednesday, April 8th thru Saturday April 11th and Trails, Saturday, April 11th from 11:00 a.m. to 5:00 p.m. for the 4th Annual Wine and Brew Festival
- TAB # 9** 4. Proposed Policy and Procedure Amendment Re-prioritization of Smithfield Center Rental Times

Immediately following the conclusion of the above meeting:

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

- TAB # 10** 1. Public Comments
- 2. Review of All Virginia Environmental Solutions (AVES) Refuse and Recycling Contract

Immediately following the conclusion of the above meeting:

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

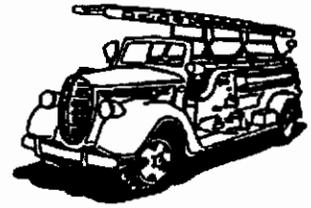
- TAB # 11** 1. Public Comment
- 2. Pinewood Heights Relocation Project Update – Phase II
- 3. Isle of Wight County Museum Operations - Six Month Check-up

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

- Approval of January 6th 2015 Meeting Minutes
-

Smithfield Volunteer Fire Department, Inc.

1804 S. Church Street • Smithfield, VA 23430-1853 • Phone 757-357-3231



December 29, 2014

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

Re: Smithfield VFD Request for a Used Smithfield PD Patrol Car

Dear Colonel Bowman:

We would like to formally request one(1) used Smithfield PD patrol car for use by the Smithfield VFD. The requested vehicle would be used to replace an existing 2003 Crown Victoria that has reached the end of its service life after having previously served the Isle of Wight County Sheriff's Department. The existing vehicle currently has over 182,000 miles and it is just a matter of time before significant repairs (transmission) will be likely, not to mention the other minor issues that already need to be addressed.

Should we be able to obtain a vehicle from SPD, we can exchange the existing 2003 Crown Victoria to help offset some of the cost to SPD if that is desired.

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

Thanks for the consideration and happy New Year!

Sincerely,
Smithfield Volunteer Fire Department, Inc.

A handwritten signature in black ink, appearing to read 'William Britt'. The signature is stylized and somewhat cursive.

William Britt
Assistant Chief

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



Town of Smithfield, Virginia Special Event Application for Permit

In order to better serve our community, recognized non-profits, educational, community and service organizations, as well as, local government agencies, churches and charitable groups, organizations wanting to hold an open to the public Special Event on town property will have to complete an application process. Open to the public special events are different in nature from private events and many factors for public events have to be taken into consideration such as impact to property and community, frequencies of other planned events, type of event and organization's ability to quickly repair/reclaim site in the event of damage.

This application will be presented for review by the Special Events Review Committee. The Town is authorized to issue permits for Special Events occurring within the town limits pursuant to the procedures established by the Town.

Event Date (don't include setup dates here)	Times
Saturday, April 11, 2015	Fest 11 – 5:00, pre check in for chalets starts at 10:00 am.

Event Name	Smithfield Wine & Brew Fest (4th Annual)
Event Organizer (Group Name)	Smithfield Rotary & Smithfield VA Events Committee
Tax Exemption ID Number	54-6073921
Website	www.SmithfieldVAWineBrewFest.com

Event Contacts

Name	Gina Ippolito	Cell Phone	757-869-0664	Email	gina@smithfieldvaevents.com
Name	Larry Saint	Cell Phone	757-409-6957	Email	lsaint52@msn.com

1st Time Event or Annual Event	Annual
If annual, how many times has event taken place?	3 times

Event Category

Festival Concert Parade Run/Walk Bike Race/Tour Car Show Other _____

Participants will be youth adults both

Description/Purpose of Event

It is the mission of the Smithfield VA Events, in conjunction with the Smithfield Rotary Club to bring well organized, first class events to the Town of Smithfield and in doing so support local non-profits, charities and civic groups and strengthen our community by benefiting tourism and local business.

List benefits of your event to the community

Fundraiser for local charitable organizations.

Anticipate economic impact from out of town hotel guests, shopping and dining over weekend.



**Town of Smithfield, Virginia
Special Event Application for Permit**

--	--

Recipients of Proceeds

Windsor Castle Park Foundation	Smithfield Rotary Club Projects & Scholarships
Various other organizations that assist with event logistics – parking, gate, clean up set up & other areas.	

Average Ticket Price	\$40
Expected Attendance	2500, plus 150 volunteers that roll into event.
Largest Attendance Number and Year	2500, plus 150 volunteers that roll into the event.

Alcohol Service and/or Sales? No Yes **List the date(s) and times of service/sales of alcohol**

Date	Time	Notes
04/11/15	10 am to 5 pm	ABC permit will be obtained. Will follow all rules & ABC site containment policies. Tastings are included in ticket price, but beer/wine by glass or bottle are pay as you go. ID Checks and 21 & up participants only.

Having music- live bands or DJ? No Yes **List the date(s) and times for music**

Date	Time	Notes
04/11/15	11:00 am – 5:00 pm	Live Music on (3) Stages

What is your plan in the event of bad weather-cancel, reschedule?

Rain or Shine event. Only cancelled in the event of Act of Nature that endangers safety

Please check all that your event will include: **Numbers of each are not known at this time but will certainly be appropriate for the number of participants.**

Item	Number	Item	Number
<input type="checkbox"/> Food, Caterer		<input type="checkbox"/> Food, by Organization	
<input type="checkbox"/> Retail Vendors Non-Profit		<input type="checkbox"/> Retail Vendors For Profit	
<input type="checkbox"/> Port-a-Potties		<input type="checkbox"/> Fencing/Barricades	



**Town of Smithfield, Virginia
Special Event Application for Permit**

<input type="checkbox"/> Trash Cans		<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input type="checkbox"/> Golf carts/ATVs	
<input type="checkbox"/> First Responders- EMS, Fire			

Item	Number	Sizes
<input type="checkbox"/> Tents	Multiple see site map	10 x 10's, 10 x 20's, 20 x 20's, 18 x 27's.
<input type="checkbox"/> Staging	Band Stage (3)	24x 30, 20 x 20 and steps of Manor House

<input type="checkbox"/> Fireworks	<input type="checkbox"/> Allowing pets	<input type="checkbox"/> Providing Shuttle Service (After Event to various local subdivisions/ downtown destinations & hotels)
------------------------------------	--	--

Smithfield Town Services

Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures
EVENT REQUEST MEETING WITH POLICE DEPT FOR ANALYSIS of event in advance

Street Name or Park Area	Closure or Traffic Assist	Date Needed	Times Needed
S. Church & Old Jericho RD	one way out traffic only. Need Police Assistance	04/11/15	9 am to 1 pm
WCP Trails	(2) locations for Closures – see site map	04/11/15	9:30 am to 5:30 pm
Public Works Staff (2)	Assist with site trash/various, as needed logistic support.	04/11/15	10 am to 6 pm
Police Support during event –	Assistance # during actual event hours TBD by police department.	04/11/15	(1) 9:30 – 11:00 (?#) 10:30 – 5:30 (during event and during exit) (1) on site until 6:30 (Command Center)
Fishing Pier Closure	Closure	04/11/15	6 am to 6 pm Tents set on Wed/Thurs before event, need to discuss pre-closure?

Smithfield Police Officer \$ 41 per officer per hour



**Town of Smithfield, Virginia
Special Event Application for Permit**

- An Open to the Public Event is required to use Town of Smithfield Off Duty Police Officers.
- The number of officers required will depend on your event size and type.

Public Works Staff \$ 25 per staff person per hour

If any of these items are selected, a Public Works staff member will have to be on site.

<input type="checkbox"/> Light Tower \$ 150	<input type="checkbox"/> Trash Service \$ 0	<input type="checkbox"/> Cones \$ 0
--	--	--

<input type="checkbox"/> Water Hookup for caterers, portable restrooms \$ 0
Electrical Service to be supplied by generators and it is your (the event organizer's) responsibility

Certificate of insurance for \$1,000,000 is required

Policy Number	In progress the Rotary Club will provide
Name of Insurance Liability Carrier	
Insurance Company Address	
Insurance Company Phone Number	

I have received, read thoroughly, understand and will comply with the policies and procedures governing special events held in the Town of Smithfield.

Event Organizer's Signature	Electronic Signature: Gina Ippolito	Date	01/22/15
Print Name	Gina Ippolito		

Attach the following documents:

www.SmithfieldVAWineBrewFest.com
Site Map/Layout of Event – shows trail closure locations

Windsor Castle Park
Smithfield, VA



Trail Closed

Pier Closed

Trail Closed

SmithfieldVaWineBrewFest.com

- ★ Information & Event Merchandise
- Retail Vendors
- Restrooms & Restroom Trailers
- Food Vendors
- Reserved Tables
- Breweries
- Private Chalets
- Wineries
- ★ Manned ABC Check-Point
- ★ Entertainment Stages

Find us on Facebook

Riverfront Pier Chalet
Presented by:
Smithfield.

Cypress Creek

SmithfieldVaWineBrewFest.com



**Town of Smithfield
Special Event Application for Permit**

Event Date <small>(don't include setup dates here)</small>	Times <small>(don't include setup or street closure times here)</small>	Proposed Location
May 16, 2015	9am-3pm	Main Street

Event Name	PM Mustang Round Up
Event Organizer (Group Name)	Peninsula Mustang Enthusiasts
Tax Exemption ID Number	
Website	

Event Contacts					
Name	Forrest Barefoot	Cell Phone	757-947-6970	Email	noshuz@yahoo.com
Name		Cell Phone		Email	

1st Time Event		Annual Event- how many times has event taken place?	4
Event Category <input type="checkbox"/> Festival <input type="checkbox"/> Concert <input type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input checked="" type="checkbox"/> Car Show <input type="checkbox"/> Other _____			
Description of Event			
This is an annual Mustang car show put on by Peninsula Mustang Enthusiasts to help raise money for different organizations as well as show case some of the best Mustangs on the east coast.			
Average Ticket Price	\$20-25	Participants will be <input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both	
Expected Attendance	200+	Largest Attendance Number and Year	200+
What is your plan in the event of bad weather-cancel, reschedule?			

Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures <input type="checkbox"/> Closure			
Street Name or Park Area	Closure or Traffic Assist	Date Needed	Times Needed
100, 200 and 300 blocks of Main Street	Closure	May 16, 2015	9am-3pm

Road Closures, if approved, will start 1 hour before event start. Signage with closure times is placed out in advance of closure.

Alcohol Service and/or Sales? <input type="checkbox"/> Alcohol		Having music- live bands or DJ? <input type="checkbox"/> Music	
Date	Times	Date	Times

List benefits of your event to the community	List Recipients of Proceeds
Bring People to the Smithfield Community	Beyond Boobs Organization
Raising Support and Awareness to Breast Cancer	



**Town of Smithfield
Special Event Application for Permit**

1 of 2

Check any of the following that your event will include.			
Item	Number	Item	Number
<input type="checkbox"/> Food, Caterer		<input type="checkbox"/> Food, by Organization	
<input type="checkbox"/> Retail Vendors Non-Profit		<input type="checkbox"/> Retail Vendors For Profit	
<input type="checkbox"/> Port-a-Potties		<input type="checkbox"/> Fencing/Barricades	
<input type="checkbox"/> Trash Cans		<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input type="checkbox"/> Golf carts/ATVs	
<input type="checkbox"/> First Responders- EMS, Fire			
Item	Number	Sizes	
Tents		A few assorted pop-ups	
Staging		Will request to use the Gazebo to give out awards	
<input type="checkbox"/> Allowing pets		<input type="checkbox"/> Fireworks	<input type="checkbox"/> Providing Shuttle Service

Certificate of insurance for \$1,000,000 is required (certificate of insurance must be presented prior to event)	
Policy Number	3602SS391868-1
Name of Insurance Liability Carrier	Markel Insurance Company
Insurance Company Address	4600 Cox Road Glen Allen Va 23058
Insurance Company Phone Number	804-527-2700

I have received, read thoroughly, understand and will comply with the policies and procedures governing special events held in the Town of Smithfield.

Event Organizer's Signature	Date	1/3/14
Print Name	Forrest Barefoot	

Attach the following documents:

Flyers or any promotional materials about event or organization
Site Map/Layout of Event

2 of 2

Downtown Smithfield Map

Event Date: 5/16/15

Event Name: PM Mustang Round Up

Main Street Closure-Underwood to Church Street 9 Am -3 PM

300 Block

200 Block

100 Block

Windsor Castle Park



CASH BALANCES AS OF DECEMBER 2014					
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	Current Month	Prior Year	ADJUSTED BALANCES
			Interco. Balances	Interco./Interdep Balances	
Water	Farmers Bank	1,372,405.35	(493,602.48)	(539,734.10)	339,068.77
Water-Debt Service	Farmers Bank	1,031,323.97	48,972.58	-	1,080,296.55
Water Capital Escrow (availability fees)	TowneBank	365,614.89	16,320.00	-	381,934.89
Water Treatment Plant Escrow	TowneBank	111,652.70			111,652.70
Water Deposit Account	TowneBank	92,996.26			92,996.26
Water Development Escrow	TowneBank	87,521.52	8,000.00		95,521.52
Subtotal Water		3,061,514.69	(420,309.90)	(539,734.10)	2,101,470.69
			-		
Sewer	Farmers Bank	115,621.53	160,180.43	(316,870.09)	(41,068.13)
Sewer Development Escrow	TowneBank	341,016.91	11,125.00	-	352,141.91
Sewer Capital Escrow (availability fees)	TowneBank	880,926.26	24,720.00	-	905,646.26
Sewer Compliance	Farmers Bank	757,792.36	127,835.19	-	885,627.55
Subtotal Sewer		2,095,357.06	323,860.62	(316,870.09)	2,102,347.59
Highway	Farmers Bank	128,288.86	182,041.34	-	310,330.20
General Fund	Farmers Bank	3,052,449.40	(49,522.79)	856,604.19	3,859,530.80
Payroll	Farmers Bank	142,135.17			142,135.17
Money Market-General Fund	TowneBank	2,185.89			2,185.89
Business Super Now-General Fund	Farmers Bank	33,105.63			33,105.63
Money Market-General Fund	Farmers Bank	289,558.37			289,558.37
General Fund Capital Escrow Account	TowneBank	214,626.66			214,626.66
Certificate of Deposit	Farmers Bank	526,038.10			526,038.10
Certificate of Deposit-Police Dept	Farmers Bank	36,702.78			36,702.78
Special Project Account (Pinewood)	Farmers Bank	19,962.09		-	19,962.09
Pinewood Heights Escrow	Farmers Bank	29,813.93		-	29,813.93
SNAP Account	Farmers Bank	2,837.75			2,837.75
Museum Account	Farmers Bank	96,718.50			96,718.50
S. Church Street Account	TowneBank	36,069.27	(36,069.27)	-	-
Subtotal General Fund		4,482,203.54	(85,592.06)	856,604.19	5,253,215.67
TOTAL ALL FUNDS		9,767,364.15	0.00	-	9,767,364.15

REGIONS BANK
1900 5TH AVE N - 25TH FL
BIRMINGHAM AL 35203

ADMINISTRATOR:	JOY HOLLOWAY 804-343-3112
INVESTMENT OFFICER	
RELATIONSHIP MANAGER	
ACCOUNT NUMBER	9246002035

TOWN OF SMITHFIELD, VA
ATTN: ELLEN D. MINGA, TREASURER
310 INSTITUTE STREET
PO BOX 246
SMITHFIELD VA 23431

IF YOU HAVE QUESTIONS CONCERNING THIS STATEMENT, PLEASE CONTACT
YOUR ACCOUNT ADMINISTRATOR.

REGIONS BANK
VACO/VML VIRGINIA INVESTMENT
POOL, TOWN OF SMITHFIELD,
VIRGINIA PARTICIPANT
ACCOUNT

ACCOUNT STATEMENT

Statement Period 12/01/2014 through 12/31/2014
Account Number 9246002035

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Balance Sheet	1
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Asset Summary As Of 12/31/2014	3
Summary Of Earnings	5
Chronological Schedule Of Transactions	6

ACCOUNT STATEMENT

Statement Period
Account Number

12/01/2014 through 12/31/2014
9246002035

Balance Sheet

	AS OF 12/01/2014		AS OF 12/31/2014	
	COST VALUE	MARKET VALUE	COST VALUE	MARKET VALUE
A S S E T S				
CASH	0.00	0.00	0.00	0.00
TOTAL CASH & RECEIVABLES	0.00	0.00	0.00	0.00
COMMON TRUST FUNDS - BALANCED				
COMMON TRUST FUNDS - BALANCED	499,856.22	502,184.66	499,706.69	501,231.18
TOTAL COMMON TRUST FUNDS - BALANCED	499,856.22	502,184.66	499,706.69	501,231.18
TOTAL HOLDINGS	499,856.22	502,184.66	499,706.69	501,231.18
TOTAL ASSETS	499,856.22	502,184.66	499,706.69	501,231.18
L I A B I L I T I E S				
TOTAL LIABILITIES	0.00	0.00	0.00	0.00
TOTAL NET ASSET VALUE	499,856.22	502,184.66	499,706.69	501,231.18
TOTAL LIABILITIES AND EQUITY	499,856.22	502,184.66	499,706.69	501,231.18

REGIONS BANK
VACO/VML VIRGINIA INVESTMENT
POOL, TOWN OF SMITHFIELD,
VIRGINIA PARTICIPANT
ACCOUNT

ACCOUNT STATEMENT

Page 2

Statement Period 12/01/2014 through 12/31/2014
Account Number 9246002035

Summary Of Fund

MARKET VALUE AS OF 12/01/2014		502,184.66
REALIZED GAIN OR LOSS	0.24-	
UNREALIZED GAIN OR LOSS	803.26-	
ADMINISTRATIVE EXPENSES	149.98-	
TOTAL MARKET VALUE AS OF 12/31/2014		501,231.18

ACCOUNT STATEMENT

Statement Period 12/01/2014 through 12/31/2014
Account Number 9246002035

Asset Summary As Of 12/31/2014

DESCRIPTION	MARKET VALUE	COST	% OF PORT
COMMON TRUST FUNDS - BALANCED	501,231.18	499,706.69	100
TOTAL INVESTMENTS	501,231.18	499,706.69	
CASH	0.00		
DUE FROM BROKER	0.00		
DUE TO BROKER	0.00		
TOTAL MARKET VALUE	501,231.18		

REGIONS BANK
VACO/VML VIRGINIA INVESTMENT
POOL, TOWN OF SMITHFIELD,
VIRGINIA PARTICIPANT
ACCOUNT

ACCOUNT STATEMENT

Page 4

Statement Period
Account Number

12/01/2014 through 12/31/2014
9246002035

Asset Detail As Of 12/31/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT
COMMON TRUST FUNDS - BALANCED				
49,932.232	CUSIP # CF5400035 VIRGINIA INVESTMENT POOL	501,231.18	499,706.69	100
		501,231.18	499,706.69	100
	TOTAL INVESTMENTS	501,231.18		
	CASH	0.00		
	DUE FROM BROKER	0.00		
	DUE TO BROKER	0.00		
	NET ASSETS	501,231.18		
	TOTAL MARKET VALUE	501,231.18		

ACCOUNT STATEMENT

Statement Period 12/01/2014 through 12/31/2014
Account Number 9246002035

Summary Of Earnings

TOTAL INCREASES IN FUND VALUE			0 . 00
FEES AND OTHER EXPENSES			
ADMINISTRATIVE EXPENSES	149 . 98		
TOTAL FEES AND OTHER EXPENSES		149 . 98	
UNREALIZED LOSS IN THE PERIOD		803 . 26	
REALIZED LOSS FROM DISPOSITION OF ASSETS		0 . 24	
TOTAL DECREASES IN FUND VALUE			953 . 48
NET CHANGE IN NET ASSET VALUE			953 . 48-

ACCOUNT STATEMENT

Statement Period
Account Number

12/01/2014 through 12/31/2014
9246002035

Chronological Schedule Of Transactions

DATE	DESCRIPTION	CASH	COST
12/01/2014	BEGINNING BALANCE	0.00	499,856.22
12/12/2014	FEE TO VML/VACO FINANCE PARTICIPANT FEE FOR QUARTER ENDING 11/30/2014	149.98-	0.00
12/16/2014	SOLD 14.941 UNITS VIRGINIA INVESTMENT POOL ON 12/15/2014 AT 10.0382 CUSIP # CF5400035	149.98	149.53-
12/31/2014	ENDING BALANCE	0.00	499,706.69

REGIONS BANK
VACO/VML VIRGINIA INVESTMENT
POOL, TOWN OF SMITHFIELD,
VIRGINIA PARTICIPANT
ACCOUNT

ACCOUNT STATEMENT

Statement Period
Account Number

12/01/2014 through 12/31/2014
9246002035

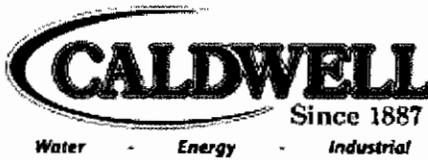
IMPORTANT INFORMATION FOR REGIONS CORPORATE TRUST CUSTOMERS:

INVESTMENT, INSURANCE AND ANNUITY PRODUCTS: ARE NOT FDIC INSURED, ARE NOT A DEPOSIT, ARE NOT BANK GUARANTEED, ARE NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, MAY GO DOWN IN VALUE, AND ARE NOT A CONDITION OF ANY BANKING ACTIVITY.

FOR MORE DETAILED INFORMATION REGARDING FEES, PLEASE CONSULT THE FUND PROSPECTUS OR CONTACT YOUR ADMINISTRATOR.

IMPORTANT DISCLOSURE INFORMATION FOR ALL FLORIDA ACCOUNTS:

AN ACTION FOR BREACH OF TRUST BASED ON MATTERS DISCLOSED IN A TRUST ACCOUNTING OR OTHER WRITTEN REPORT OF THE TRUSTEE MAY BE SUBJECT TO A SIX MONTH STATUTE OF LIMITATIONS FROM THE RECEIPT OF THE TRUST ACCOUNTING OR OTHER WRITTEN REPORT. IF YOU HAVE QUESTIONS, PLEASE CONSULT YOUR ATTORNEY.



Invoice Date 1/1/2015
Invoice Number 101574
Service Order Number 0001602

INVOICE - SERVICE

S WO7649
O TOWN OF SMITHFIELD
LD PO BOX 246

J
O TOWN OF SMITHFIELD
B
S
I
T
E

T SMITHFIELD VA 23431
O

NET DUE \$6,725.79

SLS #	TERMS	PURCHASE ORDER
100	NET 30	
DESCRIPTION		
QUARTERLY INVOICE		
70,000 GALLON DE 100'HWL		
CARY STREET ELEVATED TANK		

total \$25,823.29

555
ACCOUNT # 4-005-42060-3006
DEPT HEAD *JB*
TOWN MANAGER *ALS*

TOTAL	PAYMENT	NET DUE
\$6,725.79		\$6,725.79

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

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



Water - Energy - Industrial

Invoice Date 1/1/2015
Invoice Number 101575
Service Order Number 0001603

INVOICE - SERVICE

S WO7650
O TOWN OF SMITHFIELD
LD PO BOX 246

J TOWN OF SMITHFIELD
O
B
S
I
T
E

T SMITHFIELD VA 23431
O

NET DUE \$8,373.78

Table with 3 columns: SLS #, TERMS, PURCHASE ORDER. Row 1: 100, NET 30

DESCRIPTION

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

Summary table with 3 columns: TOTAL, PAYMENT, NET DUE. Row 1: \$8,373.78, \$8,373.78

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

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



Invoice Date 1/1/2015
 Invoice Number 101576
 Service Order Number 0001604

INVOICE - SERVICE

S WO7651
 O TOWN OF SMITHFIELD
 LD PO BOX 246
 T SMITHFIELD VA 23431
 O

J
 O TOWN OF SMITHFIELD
 B
 S
 I
 T
 E

NET DUE \$7,905.72

SLS #	TERMS	PURCHASE ORDER
100	NET 30	

DESCRIPTION

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

TOTAL	PAYMENT	NET DUE
\$7,905.72		\$7,905.72

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

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



Invoice Date 1/1/2015
 Invoice Number 101577
 Service Order Number 0001605

INVOICE - SERVICE

S O LD	WO7652 TOWN OF SMITHFIELD PO BOX 246		J O B S I T E	TOWN OF SMITHFIELD
T O	SMITHFIELD	VA 23431		

NET DUE \$2,818.00

SLS #	TERMS	PURCHASE ORDER
100	NET 30	

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

TOTAL	PAYMENT	NET DUE
\$2,818.00		\$2,818.00

CUSTOMER COPY

THANK YOU FOR YOUR BUSINESS!

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



Town of Smithfield, Virginia
Attn: Ms. Ellen Mlinga
PO Box 246
Smithfield, Virginia 23431
emlinga@smithfieldva.gov

Phone (757) 365-4200 Fax (757) 365-4286

RE: Virginia Association Of Counties Finance Program Series 2005A

FOR DEBT SERVICE PAYMENT DUE: 1/21/2015

INTEREST: \$47,037.50

PRINCIPAL:

TOTAL PAYMENT DUE: \$47,037.50

PAYMENT INSTRUCTIONS

WIRE INSTRUCTIONS: 1/21/2015
U.S. Bank N.A. (091000022)
U.S. Bank Trust N.A. A/C 180121167365
REF: 790154000
ATTN: Kirill Emelianov
651-466-6214

CHECK INSTRUCTIONS: 1/21/2015
US Bank
CM-9705
PO BOX 70870
St. Paul, MN 55170-9705
Reference: Kirill Emelianov

VENDOR # _____
ACCOUNT # 4.005-42060-9000
DEPT HEAD [Signature]
TOWN MANAGER [Signature]



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



INVOICE NUMBER 268367596

DATE DUE

2/1/2015

TOTAL DUE

\$84,150.83



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

000000704 1 MB 0.435 106481851410378 P
TOWN OF SMITHFIELD
310 INSTITUTE STREET
PO BOX 246
SMITHFIELD, VA 23431-0246

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:

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

959067 268367596 008415083



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

DATE OF INVOICE 12/18/2014

INVOICE NUMBER 268367596

Customer Credit Account Number 1177029

DATE DUE

2/1/2015

TOTAL DUE

\$84,150.83

PAGE 1 OF 1

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

MESSAGES

SAVE TIME : MAKE QUICK AND EASY ONLINE PAYMENTS BY VISITING WWW.USBANK.COM/ACCOUNTABILITIES

CONTRACT NUMBER	DESCRIPTION	CONTRACT PAYMENT	MISC/LATE CHARGES	SALES/USE TAX	TOTAL DUE
077-0018806-001	WATER PLANT CONST CONTRACT PAYMENT 2/1/2015	84,150.83	0.00	0.00	84,150.83

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

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

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

VENDOR # _____

ACCOUNT # _____

DEPT HEAD eds

TOWN MANAGER PLS

RO Plant
Principal 35641.30
Interest 2310.72

S. Church St
Principal 43385.98
Interest 2812.83

REW Corporation

3708 Adams Street
Suite E
Portsmouth VA 23703
757-686-0800

License: 2701 033089A

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Progress Billing

Application: 3

Period: 12/30/2014

Owner: Town of Smithfield
P.O. Box 246
Smithfield VA 23431

Job Location: Bypass Pump @ Main St PS
Main Street Pump Station
Smithfield VA

Application For Payment On Contract

Original Contract.....	<u>33,131.50</u>
Net Change by Change Orders.....	<u>0.00</u>
Contract Sum to Date.....	<u>33,131.50</u>
Total Complete to Date.....	<u><u>31,131.50</u></u>
Total Retained.....	<u>0.00</u>
Total Earned Less Retained.....	<u><u>31,131.50</u></u>
Less Previous Billings.....	<u>19,187.50</u>
Current Payment Due.....	<input type="text" value="11,944.00"/>
Balance on Contract.....	2,000.00

Contractor's Certification of Work

The undersigned Contractor certifies that, to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: REW Corporation

By: [Signature] Date: 12-30-14
Jon Gregory Dickson, President
State of Virginia County of Portsmouth

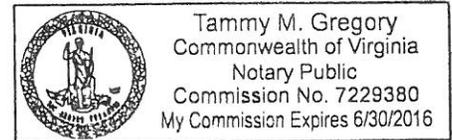
Subscribed and sworn to before me this 30th day of December 2014

Notary Public: [Signature]
Tammy M. Gregory Registration # 7229380

My Commission expires: June 30, 2016

Terms: Invoices are due and payable 30 days from the date of invoice. All overdue amounts will be charged a service charge of 18% per anum. Please make checks payable to: REW Corporation

Thank you for your prompt payment.



[Handwritten mark]

PROGRESS BILLING

Application: 3

Period: 12/30/2014

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Mobilization	1,000.00		1,000.00	1,000.00			1,000.00	100.00		
Concrete Footing	7,500.00		7,500.00	6,750.00	750.00		7,500.00	100.00		
Set Bypass Pum	1,000.00		1,000.00	1,000.00			1,000.00	100.00		
Pipe,Pipe Fitting	8,500.00		8,500.00	7,225.00	1,275.00		8,500.00	100.00		
Piping Labor	5,000.00		5,000.00	2,712.50	2,287.50		5,000.00	100.00		
Elec. Conduit Ro	500.00		500.00	500.00			500.00	100.00		
Elec. & Control T	2,000.00		2,000.00		1,000.00		1,000.00	50.00	1,000.00	
Core Drill Manhole	500.00		500.00		500.00		500.00	100.00		
Install Buried Suc	5,000.00		5,000.00		5,000.00		5,000.00	100.00		
Pipe Stands on D	1,131.50		1,131.50		1,131.50		1,131.50	100.00		
Start-up	1,000.00		1,000.00						1,000.00	
Totals:	33,131.50		33,131.50	19,187.50	11,944.00		31,131.50	93.96	2,000.00	

AFFIDAVIT AND WAIVER OF LIENS

The undersigned, **Jon Gregory Dickson, President**, a **Virginia Electrical Contractor** ("Affiant"), is a general contractor, subcontractor, material provider or other entity or person furnishing services, labor and/or materials in the construction or repair of improvements to real estate located at **Smithfield, VA** owned by Town of Smithfield. ("Owner").

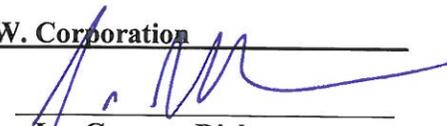
Affiant has requested payment in the amount of **\$ 11,944.00** (the "Payment"), as set forth in the invoice to which this Affidavit and Waiver of Liens is attached (the "Invoice"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiant, pursuant to due authority, does hereby:

(1) Warrant to Owner and any lienholder or bond claimant that (a) as of the date of the Invoice, Affiant has paid (or shall, promptly upon Affiant's receipt of the Payment, pay) all amounts then due from Affiant to all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment or supplies with respect to the construction or repair of improvements upon the real estate identified above pursuant to that contract for the **Bypass Pump at Main Street Pump Station** Project between Owner and **R.E.W. Corporation** (the "Agreement"), (b) upon receipt of the Payment, none of such laborers, sub-subcontractors, suppliers, material men, or claimants has any claim, demand or lien against Owner's property (real or personal), facilities or any part thereof and (c) all applicable taxes, fees and benefits relating directly or indirectly to the amounts invoiced in the Invoice have been (or shall, promptly upon Affiant's receipt of the Payment, be) paid in full.

(2) Certify to Owner that Affiant (a) upon receipt of the Payment, has no outstanding claims against Owner, or anyone for whom Owner is responsible, in connection with the services, labor or work performed or materials and equipment supplied by the Affiant or anyone claiming through Affiant, (b) has not and will not exercise or assign any right to perfect a lien against Owner's property, facilities or any part thereof based upon materials or equipment delivered and/or services performed in connection with the amounts invoiced in the Invoice and (c) has the right, power and authority to execute this Affidavit and Waiver of Liens; and

(3) Remise, release, waive, relinquish and forever quitclaim unto Owner, its successors and assigns, all rights that presently exist or hereafter may accrue to Affiant to file any lien or claim of any kind whatsoever against the above stated real estate based on the delivery of materials or equipment and/or the performance of services in connection with the Invoice.

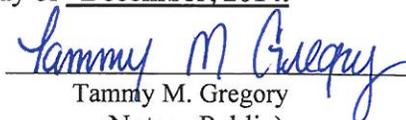
IN WITNESS WHEREOF, this Affidavit and Waiver of Liens is executed this **30th** day of **December, 2014** pursuant to due authority.

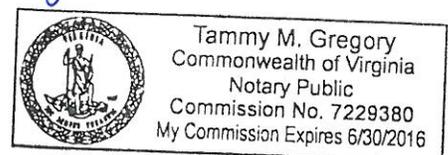
R.E.W. Corporation
By: 
Name: **Jon Gregory Dickson**
Its: **President**

STATE OF **Virginia**,
CITY/COUNTY OF **Portsmouth** :

Subscribed and sworn before me this **30th** day of **December, 2014**.

My Commission expires: **06/30/2016**
#7229380


Tammy M. Gregory
(Notary Public)



CONTRACTOR'S APPLICATION FOR PAYMENT INVOICE

TO: The Town of Smithfield, VA

FROM: Tri-State Utilities Co.
2111 Smith Ave., Chesapeake, VA 23320

PROJECT: Main Street and Mason Street CCTV and CIPP Lining

PAYMENT REQUEST NO: 1

PERIOD: 11/01/2014 to 01/31/2015

STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount:	\$	<u>\$37,435.00</u>
2. Approved Change Orders No:	\$	<u>\$0.00</u>
3. Adjusted Contract Amount:	\$	<u>\$37,435.00</u>
4. Value of Work Completed to Date: (As per attached APPENDIX -B)	\$	<u>\$30,845.35</u>
5. Value of Completed Change Orders:	\$	<u>\$0.00</u>
6. Total Due to Date:	\$	<u>\$30,845.35</u>
7. Amount Retained @:	\$	<u>\$0.00</u>
8. Total Less Retainage:	\$	<u>\$30,845.35</u>
9. Total Previously Certified (DEDUCT):	\$	<u>\$0.00</u>
10. VALUE OF WORK COMPLETED THIS MONTH	\$	<u>\$30,845.35</u>
11. Materials Removed from Stock (DEDUCT)	\$	<u>\$0.00</u>
12. TOTAL DUE THIS INVOICE PERIOD	\$	<u>\$30,845.35</u>

CERTIFICATION OF THE CONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and The Town of Smithfield, VA., relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from The Town of Smithfield, VA., to (1) all my subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify, I have complied with Federal, State and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

Vendor # _____

Account # _____

Dept. Head *PS*

Super Manager *PAUS*

Tri-State Utilities Co.
Contractor

By: _____
(Authorized Signature)

Title: Steven A. McSweeney, President

Date: _____

TO: Town of Smithfield

PROJECT: Rehabilitation of Main Street and Mason Ave

CONTRACTOR:
Tri-State Utilities Co.
2111 Smith Ave.
Chesapeake, VA 23320

PAYMENT REQUEST NO. : 1

PERIOD: 11/01/2014 to 01/31/2015

APPLICATION FOR PAYMENT

A	B	C	D	E	F = (D x E)	G	H	I	J	K = (E x I)
ITEM NO.	DESCRIPTION OF WORK	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL SUBCONTRACT VALUE	WORK COMPLETED			VALUE OF WORK THIS APPL.	VALUE OF COMPLETED WORK
						COMPLETED QUANTITY PREV. APPL.	COMPLETED QUANTITY THIS APPL.	COMPLETED QUANTITY TO DATE		
	Mobilization	LS	2	\$2,450.00	\$4,900.00	0	2	2	\$4,900.00	\$4,900.00
	Clean and TV 8"	LF	567	\$1.95	\$1,105.65	0	567	567	\$1,105.65	\$1,105.65
	Heavy Clean 8"	LF	567	\$0.90	\$510.30	0	567	567	\$510.30	\$510.30
	Clean and TV 10"	LF	640	\$2.15	\$1,376.00	0	640	640	\$1,376.00	\$1,376.00
	Heavy Clean 10"	LF	640	\$0.90	\$576.00	0	640	640	\$576.00	\$576.00
	8" Cured in Place Pipe	LF	567	\$25.00	\$14,175.00	0	298	298	\$7,450.00	\$7,450.00
	10" Cured in Place Pipe	LF	640	\$28.20	\$18,048.00	0	407	407	\$11,477.40	\$11,477.40
	Cut Hubs	EA	3	\$450.00	\$1,350.00	0	3	3	\$1,350.00	\$1,350.00
	Reinstate Laterals	EA	24	\$175.00	\$4,200.00	0	12	12	\$2,100.00	\$2,100.00
TOTALS										
					\$46,240.95		Total Due this Invoice		\$30,845.35	\$30,845.35

APPENDIX - C

TOWN OF SMITHFIELD

#2526

REQUISITION

Co 1
General Fund

SUGGESTED VENDOR		<u>Christian Outreach Program</u>			OFFICE USE ONLY	
REQUESTED BY		DATE REQUESTED	DATE WANTED	ORDER NO.		
		1-22-15				
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE		
	2015 budget contribution			14000.00		
	4-100-32300-5120					

REQUISITIONER
RETAIN YELLOW COPY

APPROVED

FMS

TOWN MANAGER

SIGNATURE - DEPARTMENT HEAD

[Signature]

Wayne McPhail
401 Pagan Ridge
Smithfield, VA 23430
January 1, 2015

To:
Isle of Wight County Board Supervisors,

Byron B. Bailey, Chairman

Rex Alphin, Vice Chairman

Al Casteen, Smithfield

Delores C. Darden, Windsor District

Rudolph Jefferson, Hardy District

Commissioner of Revenue Isle of Wight: Gerald H. Gwaltney

Treasurer Isle of Wight: Judith C. Wells

County Administrator: Anne F. Seward

Smithfield Town Council,

T. Carter Williams, Mayor

Andrew C. Gregory, Vice Mayor

Connie Chapman

P. Milton Cook

Randy Pack

Michael G. Smith

Denise N. Tynes

Subject: Request for Consideration in Reduction of Yacht/Boat Personal Property Tax Rates in Isle of Wight and Smithfield

Dear Sir,

The objective of this letter is to request Isle of Wight County and Smithfield to reduce the tax rate for yachts/boats in the County and the Town.

I am a boat owner, owner of a business in the marine repair business (DWM Services LLC), and live on the water in Smithfield. I believe that the owners' of water craft in the County and particularly those who live in the Town of Smithfield are being single out by an excessive personal property tax. The County charges \$1.00 per \$100 appraised boat value and the Town of Smithfield adds an additional \$0.25 per \$100 assessed value for a total of \$1.25 per \$100 assessed.

When other popular boating localities are reviewed for their assessment per \$100 assessed the following is found:

Virginia Beach	\$0.000001
Hampton	\$0.000001
Poquoson	\$0.00001
Chesapeake	\$0.09
Portsmouth	\$0.50
Norfolk	\$0.50
Newport News	\$1.00.

To my knowledge, none of these localities have dual boat taxation such as the case in found in Isle of Wight and Smithfield.

Both the County and the Town are discouraging commerce in the marine pleasure boat areas based on the personal property tax rates. While we are fortunate to have a fine marina facility in Smithfield Station, the County and Town are discouraging boat owners from keeping their boats in this area with the excessive boat personal property tax rates. Speaking from my personal experience, I find that where people keep their boats is where they tend to spend money for recreational activities including slip rentals, fuel, dining, shopping, insurance, repairs, maintenance (such as bottom cleanings), pier construction, etc. I believe this is why the seven localities listed above maintain their rates lower than the County and the Town.

With regard to the services that the County and Town provide for the boater in return for the citizens' tax dollars there are few except for a boat ramp site and kayak launch.

When it comes to real estate, why would a boater buy property in the County or Town to have an additional tax burden placed on them? This is particularly true when it comes to the more expensive waterfront property. A potential waterfront property owner not only pays for the expensive real estate, associated property taxes, but also excessive boat taxes should he want to keep his boat at home. There are presently three very expensive pieces of waterfront real estate in my immediate area (River Oaks) that have been on the market for a year or more. In the case of Gatling Point, who has an outstanding marina and yacht club, why would people want to expose themselves to the excessive personal property taxes particularly with the potential for annexation threat by Smithfield to further increase their taxes?

In investigating expenses, I had a large Hatteras motor yacht that I kept at my home. I found not only did the tax rates discourage me from keeping it at my home, I found that I could pay slip rent in Hampton at Blue Water Marina at a floating dock (no personal property tax) cheaper than keeping the vessel at my house and paying County and Town taxes. Furthermore, the County's ability to properly assess boat values is poor at best. Their frame of reference is not relevant to yacht/boat market prices and distorted the appraised value of the boats. As an example, 2014 I was assessed an increase in personal yacht property tax assessment from \$365,000 (which was 2.1 times what I had purchased the vessel two years earlier) to \$465,000. After several phone calls to the County, two emails, and taking time off from work to meet with County officials the assessment value was lowered to \$285,000 (1.6 times what I had paid for the boat three years before) for 2014. This resulted in \$3,562.50 in personal property tax for this single vessel for which there are no taxes in Hampton, Poquoson, and Virginia Beach.

From the commerce perspective, I am sure if you contacted the following companies that deal with yachts/boats they would have some very strong feelings regarding the negative impact that the boat tax rates for Isle of Wight and Smithfield have on their business when compared to other localities that have no taxes:

Smithfield Station

L&L Marine Inc.

Full Throttle Marine

Troy Marine

Custom Tops & Towers

Captain Cuck-A-Mucks Ship Store and Grill

Brown's Marina

One Source Mobil Marine Repair

Jaye Marine Service

Starboard Marine Services

NAPA Auto Parts-Smithfield Auto Parts, Inc

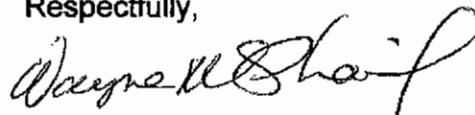
Gatling Yacht Club

A Stitch Above

DWM Services LLC.

I respectfully request your consideration in eliminating or reducing the personal property tax rate for recreational boats and watercraft in Isle of Wight County and the Town of Smithfield. I ask, what would the boating community say to find that there are no personal taxes for Isle of Wight or Smithfield? You may find in this evolving economy an economic shot in the arm of unanticipated growth that both the County and Town could leverage in many positive and unplanned venues. New retail shopping, restaurant business, tourism increase, boat slip rentals, boat sales, boat repair business, new piers and docks being constructed, special events may return/increase!

Respectfully,



Wayne McPhail

Boat Owner, Resident, DWM Service LLC, Owner

Copies to:

Smithfield Station

L&L Marine Inc.

Full Throttle Marine

Troy Marine

Custom Tops & Towers

Captain Cuck-A-Mucks Ship Store and Grill

Brown's Marina

One Source Mobil Marine Repair

Jaye Marine Service

Starboard Marine Services

NAPA Auto Parts-Smithfield Auto Parts, Inc

Gatling Yacht Club

A Stitch Above

Marine Trawlers Owner Associations (MTOA)

William Wells, Smithfield

John and Ann Knox, Smithfield

Allen Julien, Smithfield

Maynard Gwaltney, Smithfield,

Bob Saunders, Smithfield

Betty and Bob Woods, Smithfield Station

Al Coates, USCG Auxiliary, Smithfield Station

Alex and Laurie Baxter, Smithfield

Parks and Recreation Committee Report

January 2015

Event Listing (since last committee meetings)

OTP	Day	Date	Event Type	Location
	Mon	Dec 22	Committee Meetings	Smithfield Center
	Tue	Dec 23	Town Employee Christmas Breakfast	Smithfield Center
			PD Staff Meeting	Smithfield Center
			Committee Meetings	Smithfield Center
	Sat	Jan 3	Birthday Party	Smithfield Center
	Tue	Jan 6	WCFB Meeting	Smithfield Center
			Town Council	Smithfield Center
	Thu	Jan 8	Chamber Legislative Breakfast	Smithfield Center
			Affordable Health Care Educational Session	Smithfield Center
	Sat	Jan 10	Police Officer Testing	Smithfield Center
	Tue	Jan 13	Pinewood Heights Meeting	Smithfield Center
			Pinewood Heights Neighborhood Meeting	Smithfield Center
	Thu	Jan 15	Smithfield Women's Club	Smithfield Center
	Sat	Jan 17	Wedding & Reception	Smithfield Center
OTP			BOB Fest	Windsor Castle
OTP	Sun	Jan 18	MLK Banquet	Smithfield Center
	Tue	Jan 20	Schoolhouse Board Meeting	Smithfield Center
			Crimeline Meeting	Smithfield Center
			Meeting	Smithfield Center
			Planning Commission Work Session	Smithfield Center
			BHAR	Smithfield Center
	Wed	Jan 21	WCFB Committee Meeting	Smithfield Center
	Thu	Jan 22	Department of Justice Meeting	Smithfield Center
	Fri	Jan 23	IOW Rescue Squad Annual Banquet	Smithfield Center
	Sat	Jan 24	CASA Gala	Smithfield Center

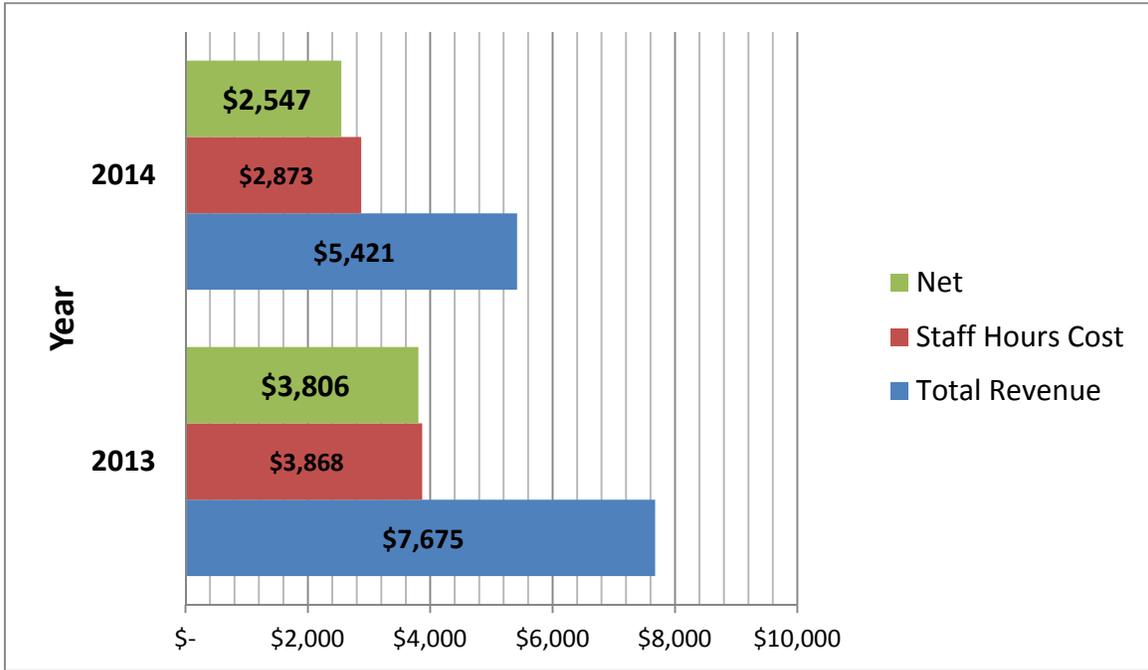
Upcoming Events to Note				
OTP	Day	Date	Event Type	Location
OTP	Sat	Feb 7	Mardi Gras Run 4 Beads	Main Street
OTP	Sat	Feb 14	Furball	Smithfield Center
OTP	Sat	Feb 22	Black History Month Program	Smithfield Center

Parks and Recreation Committee Report

January 2015

Programming

Kayak Rentals at Windsor Castle Park



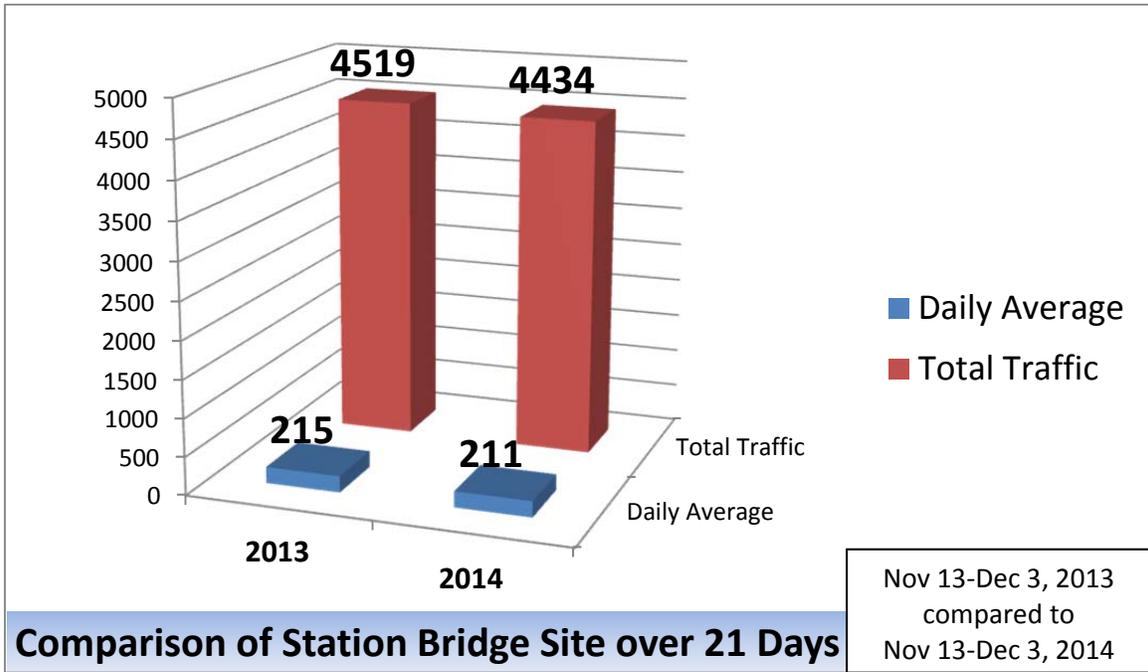
Eco Counter Data for Windsor Castle Park

Date	Eco Counter Home
Sep 2013-Dec 2013	Station Bridge
Dec 2013-Feb 2014	South Mason
Feb 2014-Jun 2014	Main Parking
Jun 2014-Nov 2014	South Mason
Nov 2014-to date	Station Bridge

Total Traffic for January through December 2014	84,695
Daily Average	231 visits
Busiest Day of the Week	Saturday
Busiest Days for 2014	Saturday, May 24, 2014 78 degrees Saturday, February 22, 2014 63 degrees Saturday, March 15, 2014 75 degrees

Parks and Recreation Committee Report

January 2015





Town of Smithfield, Virginia Special Event Application for Permit

In order to better serve our community, recognized non-profits, educational, community and service organizations, as well as, local government agencies, churches and charitable groups, organizations wanting to hold an open to the public Special Event on town property will have to complete an application process. Open to the public special events are different in nature from private events and many factors for public events have to be taken into consideration such as impact to property and community, frequencies of other planned events, type of event and organization's ability to quickly repair/reclaim site in the event of damage.

This application will be presented for review by the Special Events Review Committee. The Town is authorized to issue permits for Special Events occurring within the town limits pursuant to the procedures established by the Town.

Event Date (don't include setup dates here)	Times
Saturday, April 11, 2015	Fest 11 – 5:00, pre check in for chalets starts at 10:00 am.

Event Name	Smithfield Wine & Brew Fest (4th Annual)
Event Organizer (Group Name)	Smithfield Rotary & Smithfield VA Events Committee
Tax Exemption ID Number	54-6073921
Website	www.SmithfieldVAWineBrewFest.com

Event Contacts

Name	Gina Ippolito	Cell Phone	757-869-0664	Email	gina@smithfieldvaevents.com
Name	Larry Saint	Cell Phone	757-409-6957	Email	lsaint52@msn.com

1st Time Event or Annual Event	Annual
If annual, how many times has event taken place?	3 times

Event Category

Festival Concert Parade Run/Walk Bike Race/Tour Car Show Other _____

Participants will be youth adults both

Description/Purpose of Event

It is the mission of the Smithfield VA Events, in conjunction with the Smithfield Rotary Club to bring well organized, first class events to the Town of Smithfield and in doing so support local non-profits, charities and civic groups and strengthen our community by benefiting tourism and local business.

List benefits of your event to the community

Fundraiser for local charitable organizations.

Anticipate economic impact from out of town hotel guests, shopping and dining over weekend.



**Town of Smithfield, Virginia
Special Event Application for Permit**

--	--

Recipients of Proceeds

Windsor Castle Park Foundation	Smithfield Rotary Club Projects & Scholarships
Various other organizations that assist with event logistics – parking, gate, clean up set up & other areas.	

Average Ticket Price	\$40
Expected Attendance	2500, plus 150 volunteers that roll into event.
Largest Attendance Number and Year	2500, plus 150 volunteers that roll into the event.

Alcohol Service and/or Sales? No Yes **List the date(s) and times of service/sales of alcohol**

Date	Time	Notes
04/11/15	10 am to 5 pm	ABC permit will be obtained. Will follow all rules & ABC site containment policies. Tastings are included in ticket price, but beer/wine by glass or bottle are pay as you go. ID Checks and 21 & up participants only.

Having music- live bands or DJ? No Yes **List the date(s) and times for music**

Date	Time	Notes
04/11/15	11:00 am – 5:00 pm	Live Music on (3) Stages

What is your plan in the event of bad weather-cancel, reschedule?

Rain or Shine event. Only cancelled in the event of Act of Nature that endangers safety

Please check all that your event will include: **Numbers of each are not known at this time but will certainly be appropriate for the number of participants.**

Item	Number	Item	Number
<input type="checkbox"/> Food, Caterer		<input type="checkbox"/> Food, by Organization	
<input type="checkbox"/> Retail Vendors Non-Profit		<input type="checkbox"/> Retail Vendors For Profit	
<input type="checkbox"/> Port-a-Potties		<input type="checkbox"/> Fencing/Barricades	



**Town of Smithfield, Virginia
Special Event Application for Permit**

<input type="checkbox"/> Trash Cans		<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input type="checkbox"/> Golf carts/ATVs	
<input type="checkbox"/> First Responders- EMS, Fire			

Item	Number	Sizes
<input type="checkbox"/> Tents	Multiple see site map	10 x 10's, 10 x 20's, 20 x 20's, 18 x 27's.
<input type="checkbox"/> Staging	Band Stage (3)	24x 30, 20 x 20 and steps of Manor House

<input type="checkbox"/> Fireworks	<input type="checkbox"/> Allowing pets	<input type="checkbox"/> Providing Shuttle Service (After Event to various local subdivisions/ downtown destinations & hotels)
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Smithfield Town Services

Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures
EVENT REQUEST MEETING WITH POLICE DEPT FOR ANALYSIS of event in advance

Street Name or Park Area	Closure or Traffic Assist	Date Needed	Times Needed
S. Church & Old Jericho RD	one way out traffic only. Need Police Assistance	04/11/15	9 am to 1 pm
WCP Trails	(2) locations for Closures – see site map	04/11/15	9:30 am to 5:30 pm
Public Works Staff (2)	Assist with site trash/various, as needed logistic support.	04/11/15	10 am to 6 pm
Police Support during event –	Assistance # during actual event hours TBD by police department.	04/11/15	(1) 9:30 – 11:00 (?#) 10:30 – 5:30 (during event and during exit) (1) on site until 6:30 (Command Center)
Fishing Pier Closure	Closure	04/11/15	6 am to 6 pm Tents set on Wed/Thurs before event, need to discuss pre-closure?

Smithfield Police Officer \$ 41 per officer per hour



**Town of Smithfield, Virginia
Special Event Application for Permit**

- An Open to the Public Event is required to use Town of Smithfield Off Duty Police Officers.
- The number of officers required will depend on your event size and type.

Public Works Staff \$ 25 per staff person per hour

If any of these items are selected, a Public Works staff member will have to be on site.

<input type="checkbox"/> Light Tower \$ 150	<input type="checkbox"/> Trash Service \$ 0	<input type="checkbox"/> Cones \$ 0
--	--	--

<input type="checkbox"/> Water Hookup for caterers, portable restrooms \$ 0
Electrical Service to be supplied by generators and it is your (the event organizer's) responsibility

Certificate of insurance for \$1,000,000 is required

Policy Number	In progress the Rotary Club will provide
Name of Insurance Liability Carrier	
Insurance Company Address	
Insurance Company Phone Number	

I have received, read thoroughly, understand and will comply with the policies and procedures governing special events held in the Town of Smithfield.

Event Organizer's Signature	Electronic Signature: Gina Ippolito	Date	01/22/15
Print Name	Gina Ippolito		

Attach the following documents:

www.SmithfieldVAWineBrewFest.com
Site Map/Layout of Event – shows trail closure locations

Windsor Castle Park
Smithfield, VA



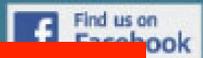
Trail Closed

Pier Closed

Trail Closed

SmithfieldVaWineBrewFest.com

- ★ Information & Event Merchandise
- ★ Manned ABC Check-Point
- ★ Entertainment Stages
- Retail Vendors
- Private Chalets
- Wineries
- Restrooms & Restroom Trailers
- Food Vendors
- Reserved Tables
- Breweries



Find us on Facebook
SmithfieldVaWineBrewFest.com

Proposed Policy referencing moving Town Meetings for regular bookings

Committee Meeting Date: January 27, 2015

Added to the Smithfield Center Policies and Procedures

section titled Rental Time, Policy Number 6

Town meetings shall not be rescheduled or canceled to accommodate private events or open to the public events. Events shall be scheduled in the following order: 1.) town meetings 2.) annual events 3.) new bookings.



THIS AMENDED AGREEMENT, made and entered into this the 2nd day of April, 2013, by and between **ALL VIRGINIA ENVIRONMENTAL SOLUTIONS, INC.**, a Virginia corporation, (hereinafter AVES) of the first part; and the **TOWN OF SMITHFIELD**, a Virginia municipal corporation, (hereinafter “the Town”), of the second part:

WITNESSETH:

WHEREAS the Town and AVES entered into a contract dated June 1, 2006 for refuse collection services (“the Contract”); and,

WHEREAS, the Contract provides that the contract shall renew effective June 1, 2009 for an additional period of two (2) years; and,

WHEREAS, the parties entered into an extension of the contract dated April 7, 2009; and,

WHEREAS, the parties entered into an amendment of the contract dated July 7, 2009; and,

WHEREAS, the contract as amended provides that “Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly.”; and,

WHEREAS, the contract was amended effective December 1, 2009 to provide for the collection of recyclable materials; and,

WHEREAS, the parties entered into an amendment of the contract dated March 1, 2011; and,

WHEREAS, the parties hereto desire to renew the contract for an additional term of two years and make a change to the frequency of the collection of refuse and recyclable materials..

NOW THEREFORE, in consideration of these premises the parties agree to restatement of the Contract with amendments as stated herein below.

A. REFUSE COLLECTION:

1. AVES shall collect, haul, transport, remove and dispose (hereinafter collectively referred to as “disposal”) of all trash, garbage, debris, refuse and other waster matter and materials (hereinafter collectively referred to as “trash”) from all residential, business, municipal and governmental premises within the corporate limits of the Town of Smithfield, Virginia,

subject to the terms and conditions set forth herein below. AVES shall acquire title to the Waste Material when it is loaded into AVES' truck. Title to and liability for any Excluded Waste shall remain with the Town and Town expressly agrees to defend, indemnify and hold harmless AVES from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in AVES' trucks, containers or other equipment. The parties hereto acknowledge the solid waste disposal fees ("tipping fees") are paid by the County of Isle of Wight and are not to be paid by AVES. Any additional fees, costs or taxes imposed on the disposal or collection of solid waste shall be the responsibility of the Town or Isle of Wight County. The parties acknowledge that the consideration paid by the Town to AVES pursuant to the provisions of this contract is for the collection of solid waste.

Contractor shall furnish all personnel, labor, equipment and supervision necessary to fulfill satisfactory performance of this agreement. Contractor shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner.

2. The term of the contract for the disposal of such trash, shall be for a period of 24 months, commencing on July 1, 2013 and ending at midnight on June 30, 2015, with the right to renew for one period of 24 additional months as set forth below. During such period disposal of trash shall be made once each week on a staggered schedule, i.e., **Monday** for all areas of Town west of Cypress Creek Bridge and the following areas east of Cypress Creek Bridge: Grimesland area which includes South Church Street from the Cypress Creek Bridge to the Route 10 by-pass, all streets west of South Church Street including Wilson Road, Talbot Drive and other adjoining streets, Benn's Church Boulevard, east and west of Benn's Church Boulevard which includes Waterford Oaks and **Tuesday** for all areas of Town not listed above east of Cypress Creek Bridge, between the hours of 6:30 A.M. and 5:00 o'clock P.M., provided that if any such day falls on a legal holiday, then such collection shall not be made, **provided that in such event, disposal shall be made on the Wednesday of the week following the holiday.** Legal holidays for the purpose of this agreement are New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. Other legal holidays which cause the transfer stations to be closed shall also be observed and no collection will occur on those days. These additional legal holidays include Columbus Day (Second Monday in October). AVES will advise the Town at least four weeks in advance that collection will not occur on a day observed as a legal holiday on which date the transfer stations will not be open to received trash. Where applicable, holidays which fall on a Saturday are observed on the previous Friday and

holidays which fall on a Sunday are observed on the following Monday. In no event shall disposal of trash be commenced later than 8:30 a.m. The Town manager shall be notified immediately in the event that scheduled disposal cannot be met due to mechanical or other unforeseen delays. Contractor agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations that it shall take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

3. The annual consideration for this contract for the initial term of this contract shall be **\$6.01** per unit/collection stop per month. The total annual payment for refuse collection for each of the two years of this amended contract is **\$217,652.75** unless otherwise adjusted by the terms of this contract. **The collection of yard debris as provided for in paragraph 4.b of this section of the agreement shall be for the same consideration and for no additional charge.** The annual payment for the Payment shall be made by the Town in equal monthly payments on the last working day of each month, commencing July 1, 2013. **The number of units for which the contractor shall be paid during the two years of service of this amended contract is 3018.** The annual consideration for this contract may be increased by a percentage equal to the percentage change in the CPI-U "All Items" category of the Consumer Price Index published for the most recent period prior to the date of the proposed change. Such increases shall be made only by mutual agreement of the parties. **Also, each increment of 50 cents per gallon of fuel increase above \$3.72 per gallon will require a fuel adjustment based on the number of gallons used per day. Fuel receipts will be provided to determine the number of gallons used while servicing the Town of Smithfield route.**

4. a) All trash, will be placed in containers or receptacles furnished by AVES (64 gallon and 96 gallon containers) placed on the premises of the owner or occupant at the edge or curb of the street or at a reasonably accessible location for collection. One 96 or 64 gallon trash receptacle will be provided to each household/collection stop by AVES at no charge to the Town of Smithfield or the customer for collection from an automated compactor enclosed truck. Additional receptacles will be supplied by AVES at resident/customer expense at rate of \$5.50 per month per receptacle. Designated areas of the town's collection route may have to be serviced using the rear load truck system. However, each household/collection stop within these designated areas will still be provided with one 96 or 64 gallon trash receptacle by AVES at no charge. The town has chosen "Dark Gray Granite" as the official color of all of the trash

receptacles to be provided by AVES. The name and phone number of the contractor shall be imprinted on each receptacle.

b) Yard debris shall be collected town wide on a weekly basis by AVES. Collection of yard debris shall be on Wednesdays of each month unless it falls on a legal holiday as defined hereinabove, in which case there shall be no collection on that day. Collection of yard debris shall be scheduled by residents by calling in to AVES at a number provided by the company. Residents must call AVES one week prior to the scheduled pickup and provide an address for pickup of yard debris. All leaves and yard waste to be collected and hauled pursuant to this agreement shall have been placed in clear bags and tied. Cuttings, tree branches and other yard waste not placed in clear bags shall be tied in a bundle and shall not exceed sixty (60) inches in length. Limbs shall not exceed three (3) inches in diameter. There shall be a limit of ten (10) bags or bundles of yard debris per customer for daily collection. Such bags or bundles shall not exceed thirty-five (35) pounds in weight.

c) AVES will not be required to dispose of trash resulting from construction of buildings and structures, land clearing debris or building demolition.

d) No trash shall be collected from steel drum containers.

e) The Town shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the town shall store and place trash for disposal pursuant to this agreement.

5. Where containers are rusted or otherwise so badly damaged as to be unsanitary or unsafe for handling, or not placed properly for pickup, a warning notice shall be given to the owner or occupant of the premises by the attaching of an appropriate notice to the container, and that if correction of the said condition is not made within seven (7) days by the owner or occupant, then the container and the contents will be removed and/or not picked up.

6. Containers and receptacles which are not to be disposed of shall not be thrown or handled in a rough or careless manner, but shall be used and handled with care, usual wear and tear excepted, and AVES shall be liable for negligent and unnecessary damages caused to such containers and receptacles.

7. All trash shall be collected and removed from all residential, commercial, business, municipal and governmental premises within the corporate limits, except that with respect to business and commercial premises, AVES shall only be required to collect and remove trash from those business and commercial premises whose trash, garbage and/or refuse closely

approximates the volume, composition and nature of trash, garbage and/or refuse generated by typical residential units. "Unit" as herein used shall refer to one single-family dwelling unit, or existing currently serviced small businesses as of the date of this contract. "Unit" may also include an individual townhouse, condominium, apartment (up to four units) or duplex unit as designated by the Town Manager. Commercial and/or business premises that generate high volumes of trash, garbage and/or refuse or which generate trash, garbage and/or refuse which does not closely approximate the composition and nature of trash, garbage and/or refuse generated by typical residential units shall be required to make arrangements for the private collection of said trash, garbage and/or refuse. AVES will collect up to fifteen (15) boxes per pickup for residents moving in or out of the residence. However if more "moving" trash is needed to be picked up it is the responsibility of the resident to contact AVES for a special pickup. For special pickups there may be a fee that will be charged directly to the resident making the pickup request, that fee is not included in the town's contract.

8. AVES shall make the trash collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), and shall have presentable appearance.

9. AVES shall dispose of all trash under the contract only in such manner as is permitted and authorized by law, and shall comply with all rules, regulations, and laws applicable to the disposal of trash.

10. AVES shall maintain an office at which a responsible person can be reached by telephone during regular working hours of 9:00 A.M. to 5:00 P.M. to answer questions about the pick-up service with personnel sufficient to receive and handle complaints and to receive communication from the Town Manager or his representative. Contractor shall supply an emergency telephone number for use in the event of after hour emergencies.

AVES will maintain a complaint log form and a copy of this completed form and corrective actions taken will be submitted to the Town Manager on a monthly basis. The AVES office personnel answering the phone will take the call and get the appropriate information from each resident (name, date, phone number, address, time, comment section). The person taking the message will immediately contact the driver and receive the driver's input. The Operations Manager will also be notified by the office, and he or she will either return the phone call or go to the site of the complaint and address the complaint the same service day. Supervisors and/or the Operations Manager will be present in the service area each service day.

11. This contract is for the collection of all trash within the Town of Smithfield from residential, commercial, business and municipal places or locations, subject to the conditions specified herein. Should the current boundaries of the Town of Smithfield change during the term of this contract and should the number of stops increase then this contract shall be adjusted accordingly to reflect any increase in the residential, commercial, business premises receiving trash collection.

12. AVES shall be deemed an independent contractor and shall assume all liability and responsibility for any and all damages to persons and/or property resulting from the disposal of such trash, and the Town of Smithfield shall not be liable and responsible for any such damages, from all of which AVES shall save, protect, and hold the Town harmless.

13. Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Town within the area in which AVES provides collection service.

14. Town recognizes the difficulty of ensuring that the Town's pavement or driving surface is adequate to bear the weight of AVES's vehicles. Therefore, Town agrees that Town will be responsible for any damage to Town's pavement, curbing or other driving surfaces resulting from the weight of AVES's vehicles providing service at the Town location. AVES shall not be responsible for damage to any pavement surfaces within the Town's rights of way caused by the weight of AVES's vehicles.

15. AVES shall carry the following insurance which shall be with a reputable company duly licensed to do business in the Commonwealth of Virginia and that AVES will file a memorandum of same with the Town:

a) Workmen's Compensation of all employees who may be involved in any way in the performance of this contract or in services in connection therewith.

b) Commercial general liability insurance in the amount of \$5,000,000.00 combined single limit.

c) Vehicle fleet liability (business automobile coverage) in the amount of \$5,000,000.00 combined single limit.

16. Contractor in all solicitations or advertisements for employees placed by or on behalf of the contractor will state that AVES is an equal opportunity employer. Further, during the

performance of this agreement, contractor agrees to provide and maintain a drug-free workplace for contractor's employees.

17. As of midnight, June 30, 2015, unless terminated as provided herein below, this contract shall be deemed renewed for an additional period of two (2) years. This Agreement may be terminated at the end of the original year term, by either party hereto upon written notification to the other party, dispatched by certified mail to the other party at its last known post office address, of its desire to terminate the said contract as of the expiration of the then current term; such notice shall be mailed at least sixty (60) days prior to the expiration of the said then current term.

18. In addition to the weekly curbside residential collections provided for herein above, AVES shall provide special curbside collection service for bulk items such as large household items, appliances, furniture, etc if authorized by Town Council. **These special collections may be held in the spring and the fall of each year on dates determined by the Town. In order to provide this special collection service, AVES agrees to provide three employees per day and the following equipment: a residential collection truck (with a driver and helper) and a knuckle boom truck (with driver). The daily charge for special collection service during the two years of this contract is \$900.00 per day for a maximum workday of ten (10) hours per day.** The Town Council may authorize an additional special pick-up at the Christmas holiday pursuant to the same terms and conditions as specified hereinabove.

19. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.

20. This contract shall be binding upon the parties hereto, their successors and assigns. This contract may not be assigned by AVES without prior written approval of the Town.

21. AVES values the opportunity to meet all of Town's non-hazardous waste collection and disposal needs. Town will provide AVES the opportunity to meet those needs and to provide, on a competitive basis, any additional non-hazardous waste collection and disposal services during the term of this Agreement.

22. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

B. COLLECTION OF RECYCLABLE MATERIALS:

That for and in consideration of the mutual promise and covenants contained herein below and other sufficient legal considerations, AVES and the Town hereby agree as follows:

1. AVES shall collect, haul, transport, remove and dispose (hereinafter collectively referred to as "disposal") of the following recyclable materials: number 1 and 2 plastics, aluminum and metal cans, newspaper, junk mail, corrugated containers, cardboard (no wax) and glass (hereinafter collectively referred to as "recyclables") from residential, municipal and governmental premises within the corporate limits of the Town of Smithfield, Virginia, subject to the terms and conditions set forth herein below. AVES shall acquire title to the recyclables when it is loaded into AVES' truck. Title to and liability for any Excluded Waste shall remain with the Town and Town expressly agrees to defend, indemnify and hold harmless AVES from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in AVES' trucks, containers or other equipment. The parties hereto acknowledge the solid waste disposal fees ("tipping fees") are paid by the County of Isle of Wight and are not to be paid by AVES. Any other waste collected which does not qualify as recyclables shall be disposed of by AVES in the same manner as it disposes of solid waste otherwise collected by AVES. Any additional fees, costs or taxes imposed on the disposal or collection of solid waste, including recyclables, shall be the responsibility of the Town or Isle of Wight County. The parties acknowledge that the consideration paid by the Town to AVES pursuant to the provisions of this contract is for the collection of recyclables.

Contractor shall furnish all personnel, labor, equipment and supervision necessary to fulfill satisfactory performance of this agreement. Contractor shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner.

2. The term of the contract for the disposal of such recyclables, shall be for a period of 24 months, commencing on July 1, 2013 and ending at midnight on June 30, 2015, with the right to renew for one period of 24 additional months as set forth below. During such period disposal of recyclables shall be made **once** each week on a staggered schedule, i.e., **Thursday** for all

areas of Town west of Cypress Creek Bridge and the following areas east of Cypress Creek Bridge: Grimesland area which includes South Church Street from the Cypress Creek Bridge to the Route 10 by-pass, all streets west of South Church Street including Wilson Road, Talbot Drive and other adjoining streets, Benn's Church Boulevard, east and west of Benn's Church Boulevard which includes Waterford Oaks and **Friday** for all areas of Town not listed above east of Cypress Creek Bridge, between the hours of 6:30 A.M. and 5:00 o'clock P.M., provided that if any such day falls on a legal holiday, then such collection shall not be made. Legal holidays for the purpose of this agreement are New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. Other legal holidays which cause the transfer stations to be closed shall also be observed and no collection will occur on those days. AVES will advise the Town at least four weeks in advance that collection will not occur on a day observed as a legal holiday. Where applicable, holidays which fall on a Saturday are observed on the previous Friday and holidays which fall on a Sunday are observed on the following Monday. In no event shall collection of recyclable materials trash be commenced later than 8:30 a.m. The Town manager shall be notified immediately in the event that scheduled disposal cannot be met due to mechanical or other unforeseen delays. Contractor agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations that it shall take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

3. The annual consideration for the initial term of this contract shall be \$5.86 per unit/collection stop per month. The total annual payment for collection of recyclable materials for each of the two years of this amended contract is \$212,225.76 unless otherwise adjusted by the terms of this contract. The annual payment for the Payment shall be made by the Town in equal monthly payments on the last working day of each month, commencing July 1, 2013. **The number of units for which the contractor shall be paid during the two year term of service of this amended contract is 3018.** The annual consideration for this contract may be increased by a percentage equal to the percentage change in the CPI-U "All Items" category of the Consumer Price Index published for the most recent period prior to the date of the proposed change. Such increases shall be made only by mutual agreement of the parties. **Also, each increment of 50 cents per gallon of fuel increase above \$3.00 per gallon will require a fuel adjustment based on the number of gallons used per day. Fuel receipts will**

be provided to determine the number of gallons used while servicing the Town of Smithfield route.

Collection of recyclables from Town Hall, the Town's Police Department, the Town Manager's office and the Isle of Wight Tourism offices shall be at no charge to the Town.

4. a) All recyclables shall be placed in the 96 gallon containers to be provided by AVES. All recyclables, will be placed in containers or receptacles furnished by AVES (96 gallon containers) placed on the premises of the owner or occupant at the edge or curb of the street or at a reasonably accessible location for collection. One 96 gallon recyclables receptacle will be provided to each household/collection stop by AVES at no charge to the Town of Smithfield or the customer for collection from an automated compactor enclosed truck. Additional receptacles will be supplied by AVES at resident/customer expense at rate of \$5.50 per month per receptacle. Designated areas of the town's collection route may have to be serviced using the rear load truck system. However, each household/collection stop within these designated areas will still be provided with one 96 recyclables receptacle by AVES at no charge. The town has chosen "royal blue" as the official color of all of the recyclables receptacles to be provided by AVES. The name and phone number of the contractor shall be imprinted on each receptacle.

b) No recyclables shall be collected from steel drum containers.

c) The Town shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the town shall store and place recyclables for disposal pursuant to this agreement.

5. All recyclables shall be collected and removed from residential, municipal and governmental premises within the corporate limits. "Unit" as herein used shall refer to one single-family dwelling unit, or existing currently serviced small businesses as of the date of this contract. "Unit" may also include an individual townhouse, condominium, apartment (up to four units) or duplex unit as designated by the Town Manager. The town and/or AVES will have the right to refuse service to residents that neglect recycling collection guidelines to be established.

6. AVES shall make the recyclables collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), and shall have presentable appearance.

will be responsible for any damage to Town's pavement, curbing or other driving surfaces resulting from the weight of AVES' vehicles providing service at the Town location.

13. AVES shall carry the following insurance which shall be with a reputable company duly licensed to do business in the Commonwealth of Virginia and that AVES will file a memorandum of same with the Town:

a) Workmen's Compensation of all employees who may be involved in any way in the performance of this contract or in services in connection therewith.

b) Commercial general liability insurance in the amount of \$5,000,000.00 combined single limit.

c) Vehicle fleet liability (business automobile coverage) in the amount of \$5,000,000.00 combined single limit.

14. Contractor in all solicitations or advertisements for employees placed by or on behalf of the contractor will state that AVES is an equal opportunity employer. Further, during the performance of this agreement, contractor agrees to provide and maintain a drug-free workplace for contractor's employees.

15. As of midnight, **June 30, 2015**, unless terminated as provided herein below, this contract shall be deemed renewed for an additional period of two (2) years. This Agreement may be terminated at the end of the original term, by either party hereto upon written notification to the other party, dispatched by certified mail to the other party at its last known post office address, of its desire to terminate the said contract as of the expiration of the then current term; such notice shall be mailed at least sixty (60) days prior to the expiration of the said then current term.

16. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.

17. This contract shall be binding upon the parties hereto, their successors and assigns. This contract may not be assigned by AVES without prior written approval of the Town.

PROJECT STATUS MAP

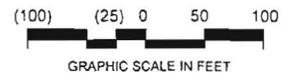
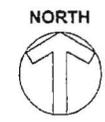
Pinewood Heights Phase II Redevelopment Project
Multi-Year 2
Town of Smithfield, Virginia

LEGEND

--- PHASE II BOUNDARY

STATUS:

- PRELIM ACQ LETTER RECEIVED BY OWNER
- APPRAISAL COMPLETE
- OFFER TO PURCHASE ACCEPTED
- OFFER TO PURCHASE DECLINED
- RELOCATION COMPLETE/IN PROCESS
- DEMOLITION COMPLETE
- PROPERTIES ACQUIRED IN MY1
- O OWNER OCCUPIED
- R RENTER OCCUPIED
- 8 SECTION 8 TENANT



January 2015

COMMUNITY PLANNING PARTNERS, INC.

MONTHLY PROGRESS REPORT FOR JANUARY 2015

Locality: Town of Smithfield

Contract #: 13-01 MY2

Prepared by: Michael Paul Dodson, CFM

Project Name: Pinewood Heights Phase II Contract Completion Date: 08/27/2015

Date: 01/15/2015

FINANCIALS

CDBG Contract Amount: \$375,280 Leverage Amount: \$589,894
CDBG Amount Expended: \$0 Leverage Amount Expended: \$0

CUMLATIVE CONSTRUCTION PROGRESS
{INSERT PROJECT SPECIFIC PRODUCTS HERE}

ADMINISTRATIVE ACTIVITY

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

When was the last Management Team meeting? 01/13/2015

Next meeting? 03/10/2015

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

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

Status: Purchase offers were accepted by all owners except 110/111 Carver Street. The owners and renters have all begun the process of looking for relocation units and were provided their official "Eligibility for Relocation Assistance" notices in early November. Income verifications for all CDBG assisted relocations are in completed.

The tenant at 52 Carver has been relocated and now is an owner in Isle of Wight County. The tenant/heir at 54 Carver has relocated to a new apartment. 110/111 Carver residents are still looking for a new home. The owners of 44 & 53 Carver have accepted their offers to sale and we are working on relocation actions now that would place them in new purchased homes. 53 Carver has signed a purchase contract and is building a new home in Town.

Are problems anticipated? None

Other comments: None.

Project Specific Products:

Owner-Occupied Acquisition (Goal=2)

Owner Occupied Homes

1) 44 Carver 2) 53 Carver

Preliminary Acquisition Letters Sent 2

1) 44 Carver 2) 53 Carver

Appraisals Completed 2

1) 44 Carver 2) 53 Carver

Review Appraisals Completed 2

1) 44 Carver 2) 53 Carver

Offer to Purchase Letters Sent 2

1) 44 Carver 2) 53 Carver

Offers Accepted 2

1) 44 Carver 2) 53 Carver

Properties Closed On 0

Tenant-Occupied Acquisition (Goal=4)

Tenant Occupied Homes

1) 52 Carver 2) 54 Carver 3) 110 Carver 4) 111 Carver

Preliminary Acquisition Letters Sent 4

2) 52 Carver 2) 54 Carver 3) 110 Carver 4) 111 Carver

Appraisals Completed 4

1) 52 Carver 2) 54 Carver 3) 110 Carver 4) 111 Carver

Review Appraisals Completed 4

1) 52 Carver 2) 54 Carver 3) 110 Carver 4) 111 Carver

Offer to Purchase Letters Sent 4

1) 52 Carver 2) 54 Carver 3) 110 Carver 4) 111 Carver

Offers Accepted 2

1) 52 Carver 2) 54 Carver

Properties Closed On 1

1) 52 Carver

Owner-Occupied Relocation (Goal=2)

Owner Occupied Homes

1) 44 Carver 2) 53 Carver

Household Surveys Completed 2

1) 44 Carver 2) 53 Carver

Income Verifications Completed 2

1) 44 Carver 2) 53 Carver

Eligibility of Relocation Letters Sent 2

1) 44 Carver 3) 53 Carver

Comparable Units Found and Inspected 2

1) 44 Carver 3) 53 Carver

Households Relocated 0

Market-Rate, Renter-Occupied Relocation (Goal=3)

Market-Rate Occupied Homes

1) 52 Carver 2) 54 Carver 3) 111 Carver

Household Surveys Completed 3

1) 52 Carver 2) 54 Carver 3) 111 Carver

Income Verifications Completed 3

1) 52 Carver 2) 54 Carver 3) 111 Carver

Eligibility of Relocation Letters Sent 3

1) 52 Carver 2) 54 Carver 3) 111 Carver

Comparable Units Found and Inspected 2

1) 52 Carver 2) 54 Carver

Households Relocated 2

1) 52 Carver 2) 54 Carver

Section 8, Renter-Occupied Relocation (Goal=1)

Section 8 Occupied Homes

1) 110 Carver

Household Surveys Completed 1

1) 110 Carver

Income Verifications Completed 1

1) 110 Carver

Eligibility of Relocation Letters Sent 1

1) 110 Carver

Comparable Units Found and Inspected 0

Households Relocated 0

Demolition (Goal=6)

Units to be Demolished

1) 44 Carver 2) 52 Carver 3) 53 Carver 4) 54 Carver 5) 110 Carver 6) 111 Carver

Units that have been Demolished 0