



March 22, 2013

TO: SMITHFIELD TOWN COUNCIL

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

**SUBJECT: MARCH, 2013 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD
CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

MONDAY, MARCH 25TH, 2013

4:00 P.M. Police Members: Chapman (CH), Tynes, Gregory

- TAB # 1** 1. Public Comments
- 2. Operational Updates
- TAB # 2** 3. New Parade Route for Christmas Parade
- 4. Amendments to IOW Emergency Communications Center MOU
- 5. Golf Cart Ordinance - Implementation Update

Immediately following the conclusion of the above meeting:

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

- TAB # 3** 1. Public Comment
- 2. Regional Sanitary Sewer Consolidation Study Update

Immediately following the conclusion of the above meeting:

Finance Members: Pack (CH), Gregory, Cook

- TAB # 4** 1. Public Comments
- TAB # 5** 2. February Financial Statements and Graphs
- TAB # 6** 3. February Cash Balances
- 4. Invoices Over \$10,000 Requiring Council Payment Authorization:
 - a. REW Corporation (partial pymt) \$34,061.52
 - b. USbank (General Obligation Bond) \$25,723.13
- TAB # 7** 5. Capital Improvement Program Update
 - a. Planning Commission Recommendation – Addition of Recreation Complex
 - b. Windsor Castle Foundation Board Recommendation to Defer Community Garden
 - c. Proposed May 7th, 2013 Town Council Public Hearing
- 6. Proposed Recreation Complex/Ball Fields
- 7. Banking Service Recommendation
- 8. Audit Services Recommendation
- 9. Budget Discussion – Revenues
- 10. Process for Requested Contributions for FY 2013 / 2014

TUESDAY, MARCH 26TH, 2013

4:00 p.m.

Fire and Rescue

Members: Tynes (CH), Pack, Chapman

1. Public Comments
2. Operational Updates

Immediately following the conclusion of the above meeting:

Public Works

Members: Smith (CH), Cook, Tynes

TAB # 8
TAB # 9
TAB # 10

1. Public Comments
2. Operational Updates
3. Renewal of Street Maintenance Contract
4. Street Paving Proposals from Blair Brothers Inc.
5. AVES Refuse and Recycling Collection Contract Renewal
6. Approval of Smithfield 2020's Lamp Post Flower Pot Initiative
7. Smithfield Woman's Club to Request Pinwheels for the Month of April to be Placed at Town Entrance Sign in Support of Child Abuse Prevention Month

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare

Members: Cook (CH), Chapman, Smith

TAB # 11

TAB # 12

1. Public Comments
2. Pinewood Heights Relocation Project – Phase II Update
3. Update on Smithfield 2020's Branding Initiative
4. 17 Main Street Building Code Violation
5. Charter Cable Franchise Agreement Renewal
6. Bank of Southside Virginia (BSV) Farmers Market Agreement Update
7. Boundary Line Adjustment Update – Battery Park Road (Napolitano Property) and Great Springs Road (IOW County Property)

***** Additional Item Not Listed on Committee but will be on Council's April 2nd Agenda*****

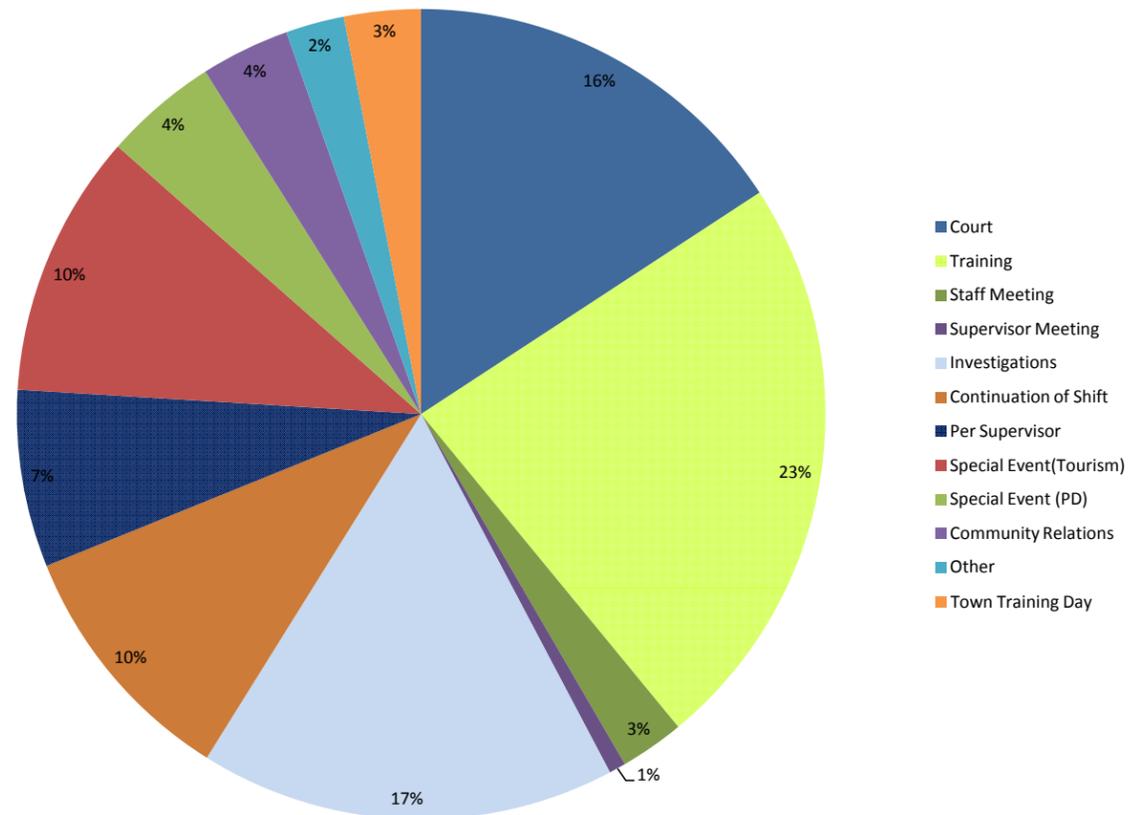
- Approval of March Town Council Minutes
-

Snap Shot Report (3rd Quarter) 3rd Quarter -Two (2) Pay Periods Remaining

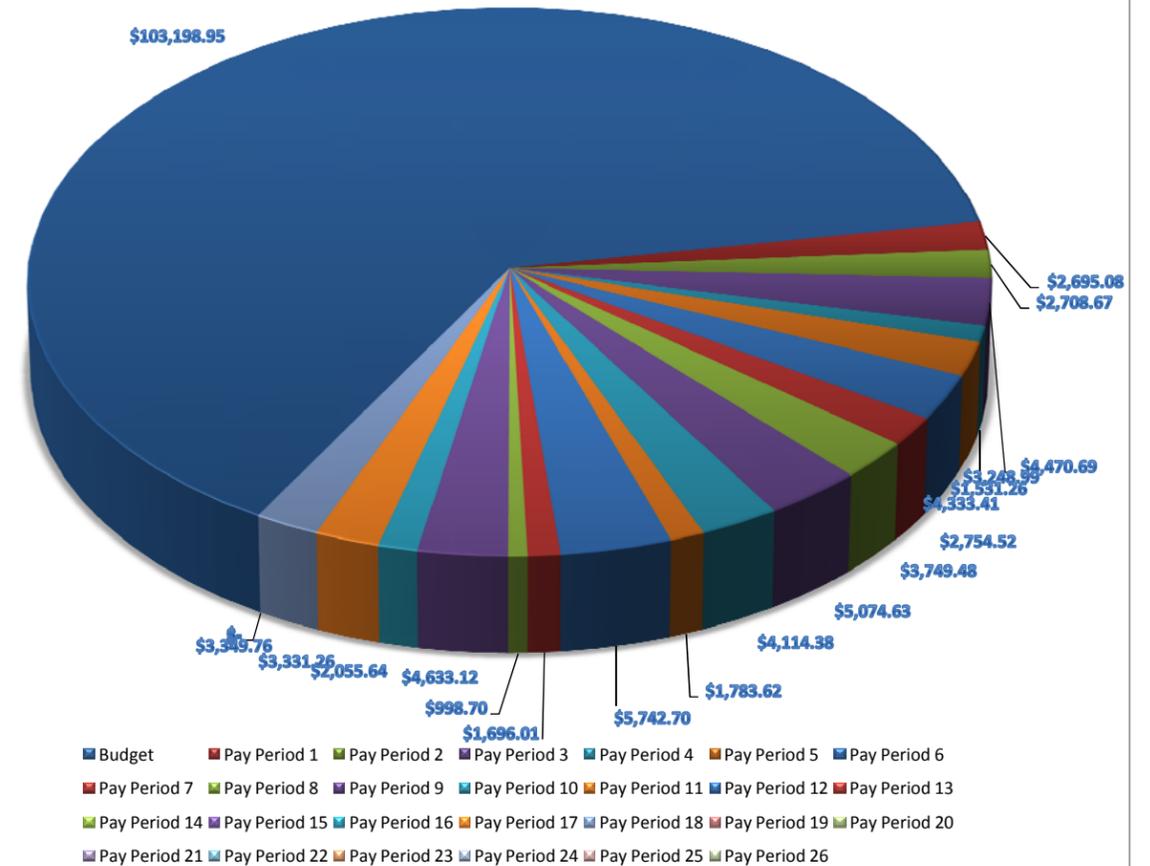
Beginning Budget \$103,198.95

Proposed Expenditure for Quarter \$25,799.73
 Actual Expenditure for Quarter \$13,369.78
 Remaining \$12,429.96

Overtime Classification by Percentage



Overtime Compensation Impact by Pay Period



OT Hours by Pay Period & Classification (Quarterly)

	Jan 13-Jan 26	Jan 27-Feb 9	Feb 10 - Feb 23	Feb 24 - March 9	March 10 - March 23	March 24 - April 6	
Court	19	11.5	15	14	0	0	59.5
Training	77.5	3	27	31	0	0	138.5
Staff Meeting	3	0	0	2	0	0	5
Supervisor Meeting	0	0	0	2	0	0	2
Investigations	0	20.5	21.5	38	0	0	80
Continuation of Shift	4	2	16	19	0	0	41
Per Supervisor	0	0	10	0	0	0	10
Special Event (Tourism)	0	0	0	0	0	0	0
Special Event (PD)	0	0	0	0	0	0	0
Town Training Day	0	0	0	0	0	0	0
Community Relations	0	0	0	0	0	0	0
Other	0	1	4.5	7	0	0	12.5



TOWN OF SMITHFIELD

"The Ham Capital of the World"

March 22, 2013

TO SMITHFIELD TOWN COUNCIL POLICE COMMITTEE
FROM PETER M. STEPHENSON, TOWN MANAGER *PETER*
SUBJECT UPDATED EMERGENCY COMMUNICATIONS CENTER MOU

Attached please find the final version of the updated Memorandum of Understanding for the county-wide central dispatch/emergency communications center in which the town remains an active participant with me and Chief Bowman serving as voting members. Meetings are held at least quarterly, however this past year we have been meeting monthly with our new E911 Manager Ginger Bailey.

This item was last discussed with council in February 2012, however it was tabled as we were undergoing several emergency services budgeting changes with the county and our volunteer agencies. Subsequently the attached document was adopted by Isle of Wight County and the Town of Windsor last April and May respectively. At our last ECC Board meeting, Chief Bowman and I were reminded that the Town of Smithfield had not yet taken action to adopt this final document.

The most important changes related to Section 3 Allocation of Costs. State legislation has modified local E911 surcharges and fee distribution since our center was created in 2002 and these changes are reflected herein. Further the town's apportionment of costs has increased from 25% to 28.5% based on the 2010 Census, number of telephone access lines and calls received.

Staff recommends approval of this updated agreement with the acknowledgement that the aforementioned percentage change to Smithfield's allocation of costs be effective July 1, 2013 and that it not apply to the present fiscal year since we are now almost three-quarters of the way through it. We will make the slight budget adjustment as we move forward.

TOWN MANAGER'S OFFICE

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

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

ISLE OF WIGHT COUNTY

AND

the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR

THIS AGREEMENT, revised this 14th day of April, 2012, by and between the COUNTY OF ISLE OF WIGHT ("County"), the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR.

WITNESSETH:

1. BACKGROUND:

The County and the Towns of Smithfield and Windsor have studied the benefits, problems, and costs associated with the establishment of a centralized emergency communications center to serve area law enforcement, fire, rescue, and emergency services under a consolidated Emergency Communications Department. Under the terms of this agreement the County, the Town of Smithfield, the Town of Windsor, and the Sheriff's Office wish to set forth the terms upon which such an Emergency Communications Center will be established. In consideration of the mutual benefits and obligations contained herein, the aforementioned parties therefore do agree to the following terms:

2. EMERGENCY COMMUNICATIONS CENTER ESTABLISHED:

The County, the Town of Smithfield, and the Town of Windsor will establish an Emergency Communications Center in the dispatch center of the Sheriff's Office located at the Isle of Wight County Courthouse Complex. The Center became effective on July 1, 2002, and became operational later in the calendar year, to perform dispatching functions for County and Town law enforcement, and fire and rescue personnel.

The Emergency Communications Center shall be governed by a Board of Directors composed of the following members: the County Administrator, the Smithfield Town Manager, the Windsor Town Manager, the Sheriff, the Smithfield Police Chief, the Windsor Police Chief, the Chief of Emergency Services, and an appointed member of the Volunteer Fire and Rescue Association. The members of the Board of Directors shall incur no individual or personal liability for actions taken in good faith by them as members of the Board. The Board of Directors shall elect from among its members a Chairman and a Vice-Chairman who shall serve for one-year terms with eligibility for re-election.

The Board of Directors shall operate the Center in accordance with the Bylaws adopted by the County and the Towns and shall establish operating procedures and policies for the Center. The Board shall adopt and submit annually to the County and the Towns an operating budget and report of activities. The operating budget shall be submitted to the governing bodies of the Towns no later than February 15th of each year. The Board shall annually review the cost allocation schedule for the Center and make pertinent recommendations for changes to the governing bodies.

The Board of Directors shall select a Communications Manager who shall be responsible for overall Management of the Emergency Communications Center. Qualified employees of any of the parties hereto shall be given preferred consideration for employment in categories with rate of pay and benefits equivalent to their present categories rate of pay and benefits. The determination of employment of such employees shall be made by the Communications Manager. Wages for employees accepting employment shall be determined by the Board of Directors and the fringe benefits for such employees shall be the same as those enjoyed by new employees of the Communications Center. Persons employed by the Center shall be considered County employees; however, the County hereby delegates to the Board of Directors the power to hire, discipline and remove the Center Manager (within the limits of the County's established personnel policies), to establish his/her duties, and to recommend his/her compensation. The employees shall be eligible to receive all rights and benefits of County employees.

By this MOU, the Sheriff hereby delegates authority to the County to provide dispatching services for the Sheriff's Office. The Sheriff also

agrees to assign five Sheriff's Office employees classified by the Compensation Board as COMOPS/COMOP SUPV to the Emergency Communications Center. The Sheriff authorizes the Communications Manager to manage the day to day activities of those persons (within the limits of the County's established personnel policies) classified by the Compensation Board; however, the Sheriff shall retain the authority to hire, evaluate, and terminate said appointees and these appointees shall remain employees of the Sheriff. The Sheriff agrees that he will process the appropriate paperwork for the Compensation Board, as necessary to receive funding for the positions reimbursed by them.

If funding of the five (5) State Compensation Board positions is eliminated the Board of Supervisors may continue those positions as recommended by the Board of Directors of the Emergency Communications Center with funding from the 911 tax revenues.

3. ALLOCATION OF COSTS:

The local 911 surcharge was eliminated by House Bill 568 effective January 1, 2007 and replaced with a uniform statewide tax of \$.75 per line, collected by the Commonwealth and allocated to the localities in aggregate with the proceeds of the Communications Tax, also created in HB 568, commonly referred to as the Virginia Tax Reform Act of 2006. A portion of the Communications Tax distributed to the County and localities equivalent to the E-911 Wireline surcharge multiplied by a factor of four(4) shall also be applied toward the operations, capital, and maintenance costs of the ECC to replace the loss of revenue from the elimination of the local E-911 surcharge tax. This is in keeping with the General Assembly's statements at the time of creation of the Communications Tax that no locality should go without funding due to the loss of the local surcharges but should be made whole by the imposition of the Statewide Communications Tax. The County and Town allocations of the E911 fee shall continue to be applied toward the operational, capital and maintenance costs of the system. In addition, the \$.75 per line Wireless E-911 fee and the \$.50 prepaid wireless surcharge established by House Bill 754 and Senate Bill 441, effective January 1, 2011, distributed to the County and the Towns, shall be applied to offset the operational, capital and maintenance costs of the Emergency Communications Center.

Any capital and operational costs incurred over and above the revenues collected via the telephone surcharges and communications taxes listed above will be apportioned between the County and the Towns as follows:

Isle of Wight County	<u>63%</u>
Town of Smithfield	<u>28.5%</u>
Town of Windsor	<u>8.5%</u>

The apportionment of costs will be based on the following three factors:

Population: the ratio of each jurisdiction's population to the total population of the three (3) jurisdictions, using the most recently published population data from the University of Virginia's Weldon Cooper Center or the U. S. Census Bureau, whichever is most current.

Telephone Access Lines: the number of telephone access lines in each jurisdiction compared as a ratio to the total submitted by Verizon as of January 1st of each year.

Calls Received: the number of calls received at the Center originating in each jurisdiction compared as a ratio to the total calls received at the Center, based on actual logs of calls to be provided by the Communications Manager.

The Board of Directors shall review the allocation criteria on a fiscal year annual basis. The Board shall make recommendations to the County and the Towns for any changes to the initial allocation percentages.

Notwithstanding anything to the contrary in this MOU, the County and the Towns shall be obligated for any operational cost or the cost of an outside attorney provided for this MOU only to the extent such funds are budgeted and appropriated by the respective governing body of each jurisdiction.

4. FISCAL AND ADMINISTRATIVE AGENT:

The County of Isle of Wight is hereby designated as fiscal agent for the Emergency Communications Center. The County shall be responsible for furnishing accounting, purchasing, personnel, and payroll functions for the Center, as well as legal counsel. If, in the opinion of the County Attorney, outside counsel is necessary for the provision of legal services to the Center, the costs will be apportioned between the County and the Towns as follows:

Isle of Wight County	<u>63%</u>
Town of Smithfield	<u>28.5%</u>
Town of Windsor	<u>8.5%</u>

5. LIABILITY

The County and the Towns acknowledge that the Board of Directors will act as agents for them in carrying out the dispatching functions of the law enforcement, and fire and rescue activities. The Board of Directors shall obtain liability insurance adequate to protect the interests of the County and the Towns and itself for claims arising out of its performance of these functions. The purchase of such insurance shall in no way constitute a waiver of any defenses, including but not limited to the defense of sovereign immunity that may be available to the Board of Directors, the County, or the Towns, with respect to any claim against any or all of them.

6. EXECUTION: DURATION, JOINT EXERCISE OF POWERS

The County, Towns, and the Sheriff intend this agreement as a joint exercise of their respective powers, as authorized by Section 15.1-21 of the Code of Virginia. The Board of Supervisors, Town Councils, and the Sheriff have therefore caused the MOU to be executed for them by the County Board Chairman and the Mayors, respectively, as of the respective dates indicated below. The MOU will take effect on the date signed by the last necessary party and will continue in effect as adopted through June 30, 2013, and thereafter until modified or dissolved by mutual agreement; provided that any may discontinue its participation at the end of any fiscal year subsequent to that ending on June 30, 2013, by providing one (1) year's written notice to the others parties hereto.

7. SEVERABILITY OF PARTS OF AGREEMENT

It is hereby declared to be the intention that the sections, paragraphs, sentences, and clauses of this MOU are severable. If any section, paragraph, sentence, or clause shall be found to be invalid for any reason, such invalidity shall not affect any of the remaining portions of the MOU.

8. SIGNATURES OF AUTHORIZED AGENTS

Town of Smithfield:

Clerk, Town Council

Mayor, Town Council

Approved as to Form:

Town Attorney

Town of Windsor:

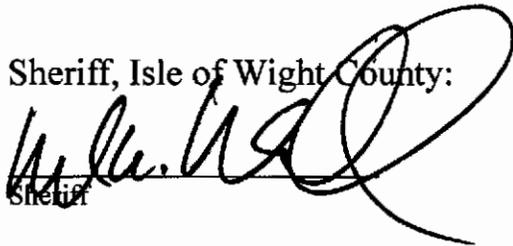
Clerk, Town Council

Mayor, Town Council

Approved as to Form:

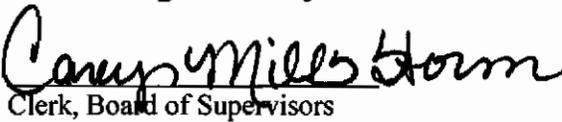
Town Attorney

Sheriff, Isle of Wight County:

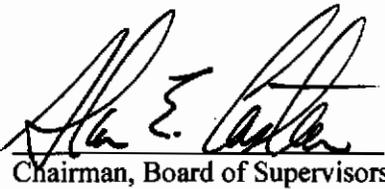


Sheriff

Isle of Wight County:

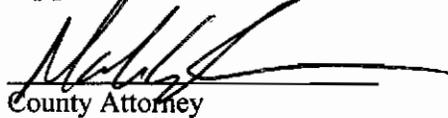


Clerk, Board of Supervisors



Chairman, Board of Supervisors

Approved as to Form:



County Attorney

Regional Consolidation of Sewer System Assets Study

Background and Current Status – March 8, 2013

Background

- **What is this study looking at?** In Hampton Roads each locality owns and operates their own sanitary sewer collection system carrying sewage away from homes and businesses to facilities owned and operated by HRSD. HRSD is the regional entity that treats sewage for all of Hampton Roads. The study is looking at whether there is any benefit to consolidate all sanitary sewer assets - those owned and operated by the localities with those owned and operated by HRSD.
- **Why are we studying this now?** In 2007, 14 local governments in Hampton Roads with sewer systems connected to HRSD agreed to work together with HRSD to reduce overflows from the sewer system. The systems are interconnected and occasionally overflow untreated sewage, typically during major rain or storm events. These overflows are violations of the Clean Water Act and as such the Virginia Department of Environmental Quality and the US EPA have ordered the Hampton Roads' localities and HRSD to improve their systems to reduce or eliminate overflows of sewage. The improvements to the sewer systems will be very expensive with an estimated cost of well over \$1 billion dollars. One idea that surfaced during the planning of system improvements is that the region may be able to reduce or eliminate sewer overflows more cost effectively if a single entity owned and operated all of the sewer infrastructure. The Virginia Department of Environmental Quality and the US EPA agreed that there was merit in studying this idea and have granted the region additional time to study this concept.
- **When will the study be finished?** The study must be completed by August 2013.
- **What will the study recommend?** The study will make a recommendation to either consolidate sewer systems in all or part of the Hampton Roads region or continue to operate as independent but interconnected systems (like they operate today).
- **Who will decide whether to follow the recommendation?** Each local governing body as well as the HRSD Commission will have to decide if the recommendation is the best course of action for their constituency. Each decision may be contingent on some additional study or negotiating specific terms of the consolidation agreement.
- **What happens if some localities want to follow the recommendation and others do not?** The study will include an evaluation of how partial consolidation may work, but partial consolidation will only be implemented if there are benefits to the region as a whole as a result of that level of consolidation.

- **When will the decision be made?** The schedule approved by DEQ and EPA requires each governing body to make a decision by February 2014. If the decision is to move forward with complete or partial consolidation, an additional year is built into the schedule to work out the details and enter into a binding agreement.
- **How could consolidation save any money?** From a pure shared services perspective, it is reasonable to expect that there will be some savings with operations and maintenance all handled by a single entity. Those potential savings will be identified through this study. The most significant savings will likely result from addressing the sewer overflow issue as a single entity. The savings associated with addressing the overflow issue will also be included in this study.
- **How could the regionalization of sewer assets create savings in addressing the sanitary sewer overflow issue?** The current agreement between HRSD, the localities and DEQ requires the localities to remove as much of the rainwater and groundwater that leaks into their pipes as is cost effective and feasible to remove. Regional standards were established to identify which sewer basins must be rehabilitated in every locality (every sewer basin that exceeded a flow threshold established in the regional standards). This approach was developed to ensure equitable levels of investment among all localities. Localities must develop their own rehabilitation plans and estimate how much flow they will be able to remove from these basins within each of their systems. Funding this work and long-term improvements to the collection system is each locality's responsibility and creates a significant financial burden for each locality.

HRSD is responsible for handling the regional sewer flow after all localities have rehabilitated their systems. HRSD will have to design larger regional infrastructure to minimize or eliminate overflows. The regional infrastructure is likely to be larger pipes, pumping stations, sewage storage facilities and expansion of treatment plants. All of that infrastructure will be designed based upon the flows the localities agree that they will be sending to the regional system after they complete the rehabilitation of their sewer systems. The more flow from the localities, the larger the regional infrastructure must be. Funding for the regional infrastructure is HRSD's responsibility and creates a significant future financial burden for HRSD's ratepayers, the citizens of all the localities within Hampton Roads.

If the sewer assets were owned and operated by a single regional entity, the total investment by the region is expected to be reduced. The rehabilitation work could be more narrowly focused to only the sewer basins where the regional system is capacity restricted, as opposed to every sewer basin in the region that met standard criteria. The study will evaluate the potential savings to the regional rate payer through analysis of the estimated increases in locality and HRSD rates under the current independent system scenario and the estimated increases if one entity was responsible for the entire system and could make investments based solely on lowest cost to the region, not to any one or all of the 14 individual localities.

- **If consolidation is implemented, will there be a single, regional sewer rate?** The desire is to establish a single rate for all sewer services for all Hampton Roads sewer customers but the feasibility of that rate structure is still to be determined in the study.
- **Will sewer rates change?** The actual cost of sewer service will continue to rise in Hampton Roads whether consolidation is implemented or the systems remain independent. Rehabilitation of aging infrastructure and increasing capacity to meet the requirements of DEQ and EPA to reduce sanitary sewer overflows will increase costs above current levels in any scenario. The goal of the study is to determine if the cost increase can be reduced through consolidation for the Hampton Roads region.
- **Aside from cost, what other issues will be included in the study?**
 - Defining the role of a regional sewer entity in economic development and redevelopment as well as sewer extensions to un-served areas
 - Identifying the appropriate governance structure for a regional sewer entity that provides services directly to citizens
 - Defining the appropriate service levels expected for the regional entity relative to direct citizen services
- **What happens to existing staff?** The study assumes that all existing staff identified by a local government as directly sewer related would be transferred to the regional entity if consolidation is implemented. Optimal staffing levels will be explored as part of the study, as will the appropriate time required to reach those levels.

Current Status

- HRPDC is administering study contract.
- Regional team selected HDR as prime consultant for study effort with McGuire Woods and Davenport assisting with financial analysis, legal and debt issues.
- Study began in September 2012.
- Data gathering effort has been intensive. Localities have been very cooperative and responsive in this effort.
- Third of five workshops was held in February 2013. Localities have been well represented in these meetings.
- Major items nearing completion:
 - Existing debt has been documented and analyzed
 - Value of existing assets has been determined using common methodology
 - Data on existing operations and maintenance has been gathered
 - Review of outside funding opportunities has been conducted – no prospective funding sources identified
 - Review of legal issues has been completed – no legal barriers identified that would prohibit consolidation

- Project is still on schedule for August 2013 completion. Draft report not scheduled to be available until July. No early recommendations are anticipated.
- By February 28, 2014, each governing body and HRSD must decide whether or not to pursue consolidation and notify EPA and DEQ.

Town of Smithfield				
General Fund Operating Budget				
	Adopted Budget	Actual as of	Remaining	% of
Description	2012/2013	02/28/13	Budget	budget
Revenue				
General Fund revenues				
General Fund revenues				
Real Estate Tax				
Current RE Tax	1,648,955.00	1,638,335.06	10,619.94	99.36%
Delinquent RE Tax	25,000.00	15,983.50	9,016.50	63.93%
Current RE Penalty	8,000.00	4,380.58	3,619.42	54.76%
Delinquent RE Penalty	2,500.00	1,467.93	1,032.07	58.72%
Current RE Interest	1,900.00	239.32	1,660.68	12.60%
Delinquent RE Interest	2,800.00	3,034.57	(234.57)	108.38%
Total Real Estate Taxes	1,689,155.00	1,663,440.96	25,714.04	98.48%
Personal Property Tax				
Current PP Tax	812,000.00	803,366.29	8,633.71	98.94%
Delinquent PP Tax	10,000.00	22,838.16	(12,838.16)	228.38%
Current PP Penalty	10,725.00	10,134.09	590.91	94.49%
Delinquent PP Penalty	3,900.00	4,312.49	(412.49)	110.58%
Current PP Interest	650.00	316.14	333.86	48.64%
Delinquent PP Interest	1,800.00	2,111.87	(311.87)	117.33%
Total Personal Property Tax	839,075.00	843,079.04	(4,004.04)	100.48%
Miscellaneous Receipts Over/Short	15.00	(71.07)	86.07	-473.80%
Total Over/Short	15.00	(71.07)	86.07	-473.80%
Other Taxes				
Franchise Tax	139,245.00	-	139,245.00	0.00%
Cigarette Tax	130,000.00	88,688.00	41,312.00	68.22%
Transient Occupancy Tax	140,000.00	118,652.71	21,347.29	84.75%
Meals Tax-4%	776,000.00	614,435.18	161,564.82	79.18%
Meals Tax-2%-budgeted at 1%	194,000.00	197,960.47	(3,960.47)	102.04%
Communications Tax	238,000.00	123,202.71	114,797.29	51.77%
Rolling Stock	25.00	13.19	11.81	52.76%
Rental Tax	1,300.00	781.59	518.41	60.12%
Sales Tax	275,000.00	156,032.39	118,967.61	56.74%
Consumption Tax	46,000.00	29,120.42	16,879.58	63.31%
Utility Tax	189,500.00	113,071.61	76,428.39	59.67%
Total Other Local Taxes	2,129,070.00	1,441,958.27	687,111.73	67.73%
Licenses, Permits & Privilege Fees				

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Business Licenses	311,000.00	62,058.81	248,941.19	19.95%
Business Licenses Penalty	2,000.00	1,679.60	320.40	83.98%
Business Licenses Interest	1,500.00	233.24	1,266.76	15.55%
Permits & Other Licenses	7,000.00	9,558.57	(2,558.57)	136.55%
WC Dog Park Registration	1,860.00	1,491.00	369.00	80.16%
Consultant Review Fees	5,000.00	1,350.00	3,650.00	27.00%
Vehicle License Tags	-	6.00	(6.00)	#DIV/0!
Vehicle License	130,000.00	124,835.56	5,164.44	96.03%
Total Licenses, permits and privilege fees	458,360.00	201,212.78	257,147.22	43.90%
<u>Fines & Costs</u>				
Public Defender Fee	-	-	-	#DIV/0!
Fines & Costs	57,000.00	33,832.70	23,167.30	59.36%
Total Fines & Forfeitures	57,000.00	33,832.70	23,167.30	59.36%
<u>From Use of Money and Property</u>				
General Fund Interest	8,000.00	3,904.93	4,095.07	48.81%
Beautification Fund Interest	15.00	111.11	(96.11)	740.73%
Note Proceeds-Farmers (HVAC Loan)	-	80,175.00	(80,175.00)	#DIV/0!
Note Proceeds-Ball Field Financing				
Rentals	9,365.00	14,335.20	(4,970.20)	153.07%
Smithfield Center Rentals	135,000.00	98,162.47	36,837.53	72.71%
Smithfield Center Vendor Programs	3,725.00	4,500.00	(775.00)	120.81%
Windsor Castle Event Rentals	4,000.00	-	4,000.00	0.00%
Special Events	-	291.00	(291.00)	#DIV/0!
Fingerprinting Fees	-	680.00	(680.00)	#DIV/0!
Sale of Equipment	1,000.00	5.00	995.00	0.50%
Sale of Land	-	414,171.32	(414,171.32)	#DIV/0!
Lease of Land	500.00	500.00	-	100.00%
Total revenue from use of money and property	161,605.00	616,836.03	(455,231.03)	381.69%
<u>Miscellaneous Revenue</u>				
Other Revenue	1,500.00	1,991.39	(491.39)	132.76%
Cash Proffer Revenues	-	1,500.00	(1,500.00)	#DIV/0!
Obici Foundation Wellness Grant	47,595.00	20,275.00	27,320.00	42.60%
Virginia Municipal Group Safety Grant	2,000.00	3,861.00	(1,861.00)	193.05%
Total Miscellaneous Revenue	51,095.00	27,627.39	23,467.61	54.07%
<u>From Reserves</u>				
Restricted Reserves-Beautification	-	-	-	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Reserves-Pinewood Escrow	-	9,745.28	(9,745.28)	#DIV/0!
From Operating Reserves	474,086.09	-	474,086.09	0.00%
Total From Reserves	474,086.09	9,745.28	464,340.81	2.06%
<u>Intergovernmental Virginia</u>				
Law Enforcement	161,533.00	80,766.00	80,767.00	50.00%
Litter Control Grant	2,609.00	3,765.00	(1,156.00)	144.31%
Police Block Grants-State	-	792.97	(792.97)	#DIV/0!
Urban Funds-State Match	-	-	-	#DIV/0!
Fire Programs	18,568.00	3,056.00	15,512.00	16.46%
VCA Grant	5,000.00	5,000.00	-	100.00%
DCA Grant (Dam)	25,000.00	-	25,000.00	0.00%
FEMA-VDEM (state portion)	-	3,275.23	(3,275.23)	#DIV/0!
Fuel Refund (state)	7,000.00	6,327.72	672.28	90.40%
Total State Revenue	219,710.00	102,982.92	116,727.08	46.87%
<u>Intergovernmental Federal</u>				
Federal Grants	5,000.00	7,599.02	(2,599.02)	151.98%
Urban Fund Partial Use Allocation	-	-	-	#DIV/0!
FEMA-federal portion	-	14,449.56	(14,449.56)	#DIV/0!
Federal Formula	-	-	-	#DIV/0!
Federal Grant-Transportation Enhancement Program	-	-	-	#DIV/0!
Pinewood Heights CDBG Relocation Grant-Phase II	624,720.00	124,526.00	500,194.00	19.93%
Federal Fuel Income	8,300.00	3,527.81	4,772.19	42.50%
Total Federal Revenue	638,020.00	150,102.39	487,917.61	23.53%
<u>Other Financing Sources</u>				
<u>Operating Transfers In</u>				
Transfer In for Debt Service	-	-	-	#DIV/0!
Total Operating Transfers In	-	-	-	#DIV/0!
<u>Other Financing Sources</u>				
Capital Lease Acquisition	-	-	-	#DIV/0!
General Obligation Bond-Capital Asset financing	-	-	-	#DIV/0!
Insurance Recoveries	-	4,124.42	(4,124.42)	#DIV/0!
Total Other Financing Sources	-	4,124.42	(4,124.42)	#DIV/0!
<u>Contributions</u>				
CHIPs Contributions	5,300.00	2,880.00	2,420.00	54.34%
Ruritan Club Contribution-Ivy Hill Bench	-	1,568.00	(1,568.00)	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Contributions-Employee Awards	-	500.00	(500.00)	#DIV/0!
Contributions-IOW County (ball fields)	-	-	-	#DIV/0!
Contributions-IOW County Port Authority Grants	-	3,221.57	(3,221.57)	#DIV/0!
Farmers Bank-Police Department	-	24,000.00	-	#DIV/0!
Contributions South Church Street Improvement Project	-	400,000.00	(400,000.00)	#DIV/0!
Total Contributions	5,300.00	432,169.57	(402,869.57)	8154.14%
Total General Fund Revenue	6,722,491.09	5,527,040.68	1,219,450.41	82.22%
Less Revenues, Loan Funds, Grants and Contributions related to capital projects				
General Obligation Bond-Land Acquisition	-	-	-	
Cash Proffer Revenues	-	(1,500.00)	1,500.00	
Meals Tax (1%) allocated to Special Projects	(194,000.00)	(197,960.47)	3,960.47	
South Church Street Improvement Project-Grants	-	-	-	
South Church Street Improvement Project-Contributions	-	(400,000.00)	400,000.00	
Beautification Reserves	-	(9,745.28)	9,745.28	
Pinewood Heights Relocation Project -Grant-\$800,000	624,720.00	124,526.00	500,194.00	
Total Non-operating Revenues	430,720.00	(484,679.75)	915,399.75	-112.53%
Total General Fund Operating Revenues	7,153,211.09	5,042,360.93	2,134,850.16	70.49%
General Fund Budget Expenses				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
GENERAL GOVERNMENT				
Town Council				
Salaries	40,000.00	23,190.00	16,810.00	57.98%
FICA	3,468.00	2,076.38	1,391.62	59.87%
Employee Wellness/Assistance Plan	1,900.00	1,092.00	808.00	57.47%
Legal Fees	30,000.00	19,145.13	10,854.87	63.82%
Election Expense	3,000.00	-	3,000.00	0.00%
Maintenance contracts	600.00	-	600.00	0.00%
Advertising	30,000.00	9,163.75	20,836.25	30.55%
Engineering	-	-	-	
Professional Services	2,500.00	-	2,500.00	0.00%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Records Management maint & upgrades-scanner & software	3,900.00	995.00	2,905.00	25.51%
Site Plan Review	5,000.00	-	5,000.00	0.00%
Communications	5,100.00	1,518.47	3,581.53	29.77%
Insurance	27,665.00	19,593.75	8,071.25	70.83%
Supplies	20,000.00	11,480.58	8,519.42	57.40%
Travel & Training	7,000.00	3,958.72	3,041.28	56.55%
Subscriptions/Memberships	9,000.00	9,112.50	(112.50)	101.25%
Council Approved Items	10,000.00	5,409.84	4,590.16	54.10%
Public Defender Fees	2,000.00	1,560.00	440.00	78.00%
Bank Charges	375.00	332.87	42.13	88.77%
SpecialProjects	1,000.00	1,342.43	(342.43)	134.24%
Smithfield CHIPS program	3,772.00	2,256.00	1,516.00	59.81%
Update Town Charter & Code	2,000.00	1,355.00	645.00	67.75%
Education /Clerk	-	-	-	
Annual Christmas Parade	325.00	75.11	249.89	23.11%
Council Approved Hwy	(22,270.00)	-	(22,270.00)	0.00%
Total Town Council	186,335.00	113,657.53	72,677.47	61.00%
<u>Town Manager</u>				
Salaries	201,022.01	119,904.89	81,117.12	59.65%
FICA	16,082.00	9,272.41	6,809.59	57.66%
VSRS	26,320.00	17,385.84	8,934.16	66.06%
Health	34,775.00	23,150.77	11,624.23	66.57%
Auto Expense	500.00	-	500.00	0.00%
Maintenance Contracts	1,400.00	-	1,400.00	0.00%
Communications	15,500.00	8,938.28	6,561.72	57.67%
Insurance	2,725.00	2,079.18	645.82	76.30%
Supplies	5,500.00	4,246.44	1,253.56	77.21%
Dues & Subscriptions	2,800.00	2,690.64	109.36	96.09%
Computer & technology expenses	16,000.00	5,028.22	10,971.78	31.43%
Travel & Training	5,000.00	3,445.72	1,554.28	68.91%
Other	100.00	55.00	45.00	55.00%
TM Allocated to Hwy	(6,450.00)	-	(6,450.00)	0.00%
Total Town Manager	321,274.01	196,197.39	125,076.62	61.07%
<u>Treasurer</u>				
Salaries	248,190.00	145,931.72	102,258.28	58.80%
FICA	19,860.00	11,310.81	8,549.19	56.95%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
VSRS	30,885.00	20,401.99	10,483.01	66.06%
Health	30,650.00	17,561.98	13,088.02	57.30%
Audit	23,250.00	23,250.00	-	100.00%
Depreciation Software	2,700.00	-	2,700.00	0.00%
Communications	7,800.00	4,921.63	2,878.37	63.10%
Data Processing	18,000.00	11,691.69	6,308.31	64.95%
Service Contracts	17,100.00	16,113.16	986.84	94.23%
Insurance	2,350.00	1,792.02	557.98	76.26%
Supplies	15,000.00	7,305.98	7,694.02	48.71%
Dues & Subscriptions	2,300.00	1,936.01	363.99	84.17%
Credit Card Processing	1,000.00	283.47	716.53	28.35%
Cigarette Tax Stamps	2,575.00	2,311.20	263.80	89.76%
Travel & Training	1,500.00	104.64	1,395.36	6.98%
Other	100.00	62.11	37.89	62.11%
Treasurer Alloc to Hwy	(12,195.00)	-	(12,195.00)	0.00%
Total Treasurer	411,065.00	264,978.41	146,086.59	64.46%
PUBLIC SAFETY				
Police Department				
Salaries	1,318,996.00	767,904.60	551,091.40	58.22%
FICA	102,800.00	59,738.28	43,061.72	58.11%
VSRS	151,165.00	96,511.64	54,653.36	63.85%
Health Insurance	189,610.00	109,512.43	80,097.57	57.76%
Pre-employ screening/Emp Medical	2,000.00	115.00	1,885.00	5.75%
Uniforms	34,000.00	5,921.47	28,078.53	17.42%
Service Contracts	37,000.00	28,104.66	8,895.34	75.96%
Communications	65,000.00	31,172.75	33,827.25	47.96%
Computer & Technology Expenses	10,000.00	4,055.30	5,944.70	40.55%
Insurance	49,000.00	37,096.20	11,903.80	75.71%
Ins. - LODA	10,431.08	8,534.52	1,896.56	81.82%
Materials & Supplies	30,500.00	11,563.75	18,936.25	37.91%
Dues & Subscriptions	4,000.00	4,562.33	(562.33)	114.06%
Equipment	15,000.00	7,778.66	7,221.34	51.86%
Radio & Equipment repairs	3,500.00	1,096.31	2,403.69	31.32%
Vehicle Maintenance	40,000.00	25,454.26	14,545.74	63.64%
Gas	85,000.00	49,222.48	35,777.52	57.91%
Tires	7,500.00	1,399.00	6,101.00	18.65%
Travel & Training	30,000.00	13,694.71	16,305.29	45.65%
Special Events	500.00	347.71	152.29	69.54%
Crimes Network	-	-	-	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Police Grants	25,000.00	4,203.52	20,796.48	16.81%
Investigation expenses	5,000.00	2,876.88	2,123.12	57.54%
Other	-	322.94	(322.94)	#DIV/0!
Total Police Department	2,216,002.08	1,271,189.40	944,812.68	57.36%
Fire Department				
Fuel Fund & Travel	13,000.00	-	13,000.00	0.00%
State Pass Thru	18,568.00	3,056.00	15,512.00	16.46%
Total Fire Department	31,568.00	3,056.00	28,512.00	9.68%
Contributions-Public Safety				
Rescue Squad - Contrib.	-	-	-	#DIV/0!
Rescue Squad-Salaries (to County) & shared maintenance	-	-	-	#DIV/0!
E911 Dispatch Center	116,075.00	55,224.36	60,850.64	47.58%
Fire Department Rescue Truck	10,000.00	-	10,000.00	0.00%
Total Contributions-Public Safety	126,075.00	55,224.36	70,850.64	43.80%
PARKS, RECREATION & CULTURAL				
Smithfield Center				
Salaries	186,200.00	103,171.82	83,028.18	55.41%
FICA	14,896.00	8,281.07	6,614.93	55.59%
VSRS	17,170.00	11,340.62	5,829.38	66.05%
Health	24,205.00	16,108.04	8,096.96	66.55%
Uniforms	1,200.00	257.95	942.05	21.50%
Contracted Services	23,000.00	16,206.31	6,793.69	70.46%
Retail Sales & Use Tax	500.00	335.42	164.58	67.08%
Utilities	35,000.00	13,120.42	21,879.58	37.49%
Communications	21,500.00	11,859.19	9,640.81	55.16%
Computer & technology expenses	2,500.00	651.96	1,848.04	26.08%
Insurance	4,535.00	3,437.01	1,097.99	75.79%
Kitchen Supplies	4,000.00	1,573.32	2,426.68	39.33%
Office Supplies/Other Supplies	5,000.00	2,013.11	2,986.89	40.26%
Food Service & Beverage Supplies	6,000.00	4,621.98	1,378.02	77.03%
AV Supplies	1,000.00	310.48	689.52	31.05%
Repairs & Maintenance	40,000.00	25,764.98	14,235.02	64.41%
Systems Maintenance (HVAC, AV, Generator)	10,000.00	-	10,000.00	0.00%
Landscaping	10,000.00	7,185.53	2,814.47	71.86%
Travel & Training	2,000.00	1,361.27	638.73	68.06%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Programming Expenses	1,000.00	110.20	889.80	11.02%
Advertising	20,000.00	14,003.19	5,996.81	70.02%
Refund event deposits	3,500.00	3,162.50	337.50	90.36%
Other	-	-	-	#DIV/0!
Credit card processing expense	3,650.00	3,533.77	116.23	96.82%
Total Smithfield Center	436,856.00	248,410.14	188,445.86	56.86%
<u>Contributions-Parks, Recreation and Cultural</u>				
Farmers Market	3,000.00	-	3,000.00	0.00%
Hampton Roads Partnership	1,960.00	-	1,960.00	0.00%
Isle of Wight Arts League	10,000.00	10,000.00	-	100.00%
Library	36,000.00	-	36,000.00	0.00%
Total Contributions-Park, Recreation and Cultural	50,960.00	10,000.00	40,960.00	19.62%
<u>Parks & Recreation</u>				
Fishing Pier	600.00	-	600.00	0.00%
Jersey Park Playground	500.00	405.10	94.90	81.02%
Pinewood Playground	500.00	-	500.00	0.00%
Clontz Park	1,000.00	919.78	80.22	91.98%
Windsor Castle	85,000.00	34,920.77	50,079.23	41.08%
Windsor Castle Playground	-	-	-	#DIV/0!
Community Wellness Initiative	23,727.00	11,078.43	12,648.57	46.69%
Virginia Healthy Youth Foundation	-	-	-	#DIV/0!
Cypress Creek-No Wake Zone	-	-	-	#DIV/0!
Waterworks Dam (possible \$50,000)	35,000.00	1,750.00	33,250.00	5.00%
Fireworks	2,000.00	2,000.00	-	100.00%
Total Parks & Recreation	148,327.00	51,074.08	97,252.92	34.43%
<u>COMMUNITY DEVELOPMENT</u>				
<u>Pinewood Heights</u>				
<u>Non-CDBG Contributed Operating Expenses</u>				
<u>Administration</u>				
Precontract/ERR	6,000.00	540.00	5,460.00	9.00%
Management Assistance	24,000.00	7,421.70	16,578.30	30.92%
Monitoring/Closeout	3,000.00	210.00	2,790.00	7.00%
<u>Permanent Relocation</u>				
Owner Occupied Households	514,020.00	35,374.00	478,646.00	6.88%
Renter Occupied Households	49,400.00	14,345.28	35,054.72	29.04%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Relocation Specialist	15,000.00	4,367.29	10,632.71	29.12%
Acquisition Specialist	15,000.00	-	15,000.00	0.00%
Clearance & Demolition	29,000.00	12,073.84	16,926.16	41.63%
Phase II Planning Grant		-	-	#DIV/0!
Subtotal Non CDBG	655,420.00	74,332.11	581,087.89	11.34%
CDBG Contributed Operating Expenses				
Permanent Relocation				
Owner Occupied Households		41,526.00	(41,526.00)	#DIV/0!
Renter Occupied Households		-	-	#DIV/0!
Clearance & Demolition		-	-	#DIV/0!
Phase II Planning Grant	-	-	-	#DIV/0!
Subtotal CDBG	-	41,526.00	(41,526.00)	#DIV/0!
Total Pinewood Heights Contributions	655,420.00	115,858.11	539,561.89	17.68%
Contributions-Community Development				
APVA Courthouse Contribution	5,000.00	5,000.00	-	100.00%
Chamber of Commerce	6,000.00	6,000.00	-	100.00%
Christian Outreach	6,000.00	-	6,000.00	0.00%
Genieve Shelter	9,000.00	-	9,000.00	0.00%
TRIAD	1,650.00	-	1,650.00	0.00%
Tourism Bureau	209,976.00	104,991.59	104,984.41	50.00%
Western Tidewater Free Clinic	25,000.00	25,000.00	-	100.00%
YMCA Projects	50,000.00	50,000.00	-	100.00%
Total Contributions-Community Development	312,626.00	190,991.59	121,634.41	61.09%
PUBLIC WORKS				
Planning, Engineering & Public Works				
Salaries	227,230.00	135,676.89	91,553.11	59.71%
FICA	18,180.00	10,581.77	7,598.23	58.21%
VSRS	33,160.00	19,920.82	13,239.18	60.07%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Health	35,300.00	23,469.92	11,830.08	66.49%
Uniforms	2,000.00	883.83	1,116.17	44.19%
Contractual	8,500.00	5,270.31	3,229.69	62.00%
GIS	-	400.00	(400.00)	#DIV/0!
Recycling-new contract	62,000.00	30,294.00	31,706.00	48.86%
Trash Collection-new contract-2% for CPI	397,000.00	259,381.66	137,618.34	65.34%
Street Lights	5,000.00	858.96	4,141.04	17.18%
Communications	20,000.00	8,713.60	11,286.40	43.57%
Safety Meetings	7,500.00	1,552.78	5,947.22	20.70%
Insurance	7,575.00	5,754.90	1,820.10	75.97%
Materials & Supplies	6,000.00	2,076.79	3,923.21	34.61%
Repairs & Maintenance	7,000.00	10,656.97	(3,656.97)	152.24%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Gas & Tires	10,500.00	5,668.47	4,831.53	53.99%
Travel & Training	6,000.00	3,175.96	2,824.04	52.93%
Haydens Lane Maintenance	3,500.00	1,167.60	2,332.40	33.36%
Veterans War Memorial	1,000.00	1,488.43	(488.43)	148.84%
Streetscape improvements-non capital expenses (web)	-	-	-	#DIV/0!
Litter Control Grant	3,078.00	-	3,078.00	0.00%
Dues & Subscriptions-	2,000.00	1,646.00	354.00	82.30%
Other	1,000.00	447.39	552.61	44.74%
Public Works Alloc to Hwy	(6,500.00)	-	(6,500.00)	0.00%
Total Public Works	857,023.00	529,087.05	327,935.95	61.74%
PUBLIC BUILDINGS				
Public Buildings				
Salaries	20,920.00	11,383.65	9,536.35	54.42%
FICA	1,675.00	997.77	677.23	59.57%
Contractual	5,500.00	4,999.82	500.18	90.91%
Communications	3,750.00	3,189.49	560.51	85.05%
Utilities	43,000.00	27,577.73	15,422.27	64.13%
Insurance	2,105.00	2,347.34	(242.34)	111.51%
Materials & Supplies	2,500.00	3,126.87	(626.87)	125.07%
Repairs & Maintenance	30,000.00	10,778.77	19,221.23	35.93%
Rent Expense-Office Space	4,800.00	3,200.00	1,600.00	66.67%
Other	1,000.00	839.82	160.18	83.98%
Alloc Costs to Hwy	(13,750.00)	-	(13,750.00)	0.00%
Total Public Buildings	101,500.00	68,441.26	33,058.74	67.43%
OTHER FINANCING USES				

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 02/28/13	Remaining Budget	% of budget
Other Financing Uses				
Transfers to Operating Reserves		1,866,420.92	(1,866,420.92)	#DIV/0!
Transfers to Restricted Reserves-Special Projects (Pinewood)		-	-	#DIV/0!
Transfers to Restricted Reserves-S Church Street Project	-	-	-	#DIV/0!
Total Transfers To Reserves	-	1,866,420.92	(1,866,420.92)	#DIV/0!
DEBT SERVICE				
Debt Service				
Principal Retirement				
Public Building Acquisition	19,914.00	-	19,914.00	0.00%
HVAC	-	6,099.22	(6,099.22)	#DIV/0!
Line of Credit Retirement-interest	5,000.00	8,125.02	(3,125.02)	162.50%
Interest and fiscal charges				
Public Building Acquisition	33,991.00	16,995.35	16,995.65	50.00%
HVAC	-	1,293.43	(1,293.43)	#DIV/0!
Total Debt Service	58,905.00	32,513.02	26,391.98	55.20%
Total General Fund Expenses				
	5,913,936.09	5,017,099.26	896,836.83	84.84%
Less Expenses related to capital projects:				
Legal Fees	-	-	-	
Professional Fees	-	-	-	
Pinewood Heights Relocation Project Expenses	(655,420.00)	(115,858.11)	(539,561.89)	
Pinewood Heights Line of Credit Expenses	(5,000.00)	(8,125.02)	3,125.02	
Total Non-operating Expenses	(660,420.00)	(123,983.13)	(536,436.87)	18.77%
Total General Fund Operating Expenses	5,253,516.09	4,893,116.13	360,399.96	93.14%
Net Operating Reserve (+/-)	1,899,695.00	149,244.80	1,774,450.20	7.86%
Net Reserve (+/-)	808,555.00	509,941.42	322,613.58	63.07%

	Adopted Budget 2012/2013	Actual 2/28/2013	Remain Budget	% of Budget
Net Operating Reserves (Deficit)	808,555.00	509,941.42	298,613.58	63.07%
Capital Outlay General Fund				
GENERAL GOVERNMENT				
COMMUNITY DEVELOPMENT				
Pinewood Heights Relocation-CIP				
Non CDBG Capital Acquisition				
Owner Occupied Units	(1,830.00)	(593.00)	(1,237.00)	32.40%
Renter Occupied Units	(322,305.00)	(164,286.00)	(158,019.00)	50.97%
Vacant Lots	-	-	-	#DIV/0!
Appraisal/Legal	(9,620.00)	(2,450.00)	(7,170.00)	25.47%
Subtotal Non CDBG Capital Acquisition	(333,755.00)	(167,329.00)	(166,426.00)	50.14%
CDBG Capital Acquisition-MY2				
Owner Occupied Units	(352,800.00)	(83,000.00)	(269,800.00)	23.53%
Renter Occupied Units	-	-	-	#DIV/0!
Vacant Lots	-	-	-	#DIV/0!
Subtotal CDBG Capital Acquisition	(352,800.00)	(83,000.00)	(269,800.00)	23.53%
Total Pinewood Heights Relocation CIP	(686,555.00)	(250,329.00)	(436,226.00)	36.46%
PARKS, RECREATION AND CULTURAL				
Smithfield Center-HVAC unit	(24,000.00)	(80,175.00)	56,175.00	334.06%
Windsor Castle-Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
Windsor Castle-Station Bridge	-	(5,950.00)	5,950.00	#DIV/0!
Windsor Castle-Playground	-	(6,000.00)	6,000.00	#DIV/0!
PUBLIC SAFETY				
Police				
Police Vehicles	(88,000.00)	(84,508.49)	(3,491.51)	96.03%
Ipads for vehicles		(5,392.00)	5,392.00	#DIV/0!
Copier	(10,000.00)		(10,000.00)	0.00%
Command Vehicle	-	-	-	#DIV/0!
PUBLIC WORKS				
Vehicles and Equipment	-	-	-	#DIV/0!
N/S Church St Streetscape Improvements	-	(75,786.93)	75,786.93	#DIV/0!
PUBLIC BUILDINGS				
Generator	-	-	-	#DIV/0!
Office Space Improvements-furniture, security, landscaping	-	-	-	#DIV/0!
Office Space Improvements-contractor (building only)-defer one year	-	-	-	#DIV/0!

	Adopted Budget 2012/2013	Actual 2/28/2013	Remain Budget	% of Budget
Net Capital Outlay	(808,555.00)	(509,941.42)	(298,613.58)	63.07%
Net Reserves (Deficit) after capital outlay	-	0.00	(0.00)	#DIV/0!

Town of Smithfield				
Sewer Fund Budget				
	Adopted Budget 2012/2013	Balance as of 02/28/13	Remaining Budget	% of budget
Revenue				
Operating Revenues				
Sewer Charges	812,935.00	471,586.32	341,348.68	58.01%
Sewer Compliance Fee	490,425.00	326,517.64	163,907.36	66.58%
VML Safety Grant	-	-	-	#DIV/0!
Miscellaneous Revenue	500.00	593.75	(93.75)	118.75%
Connection fees	23,700.00	31,600.00	(7,900.00)	133.33%
Total Operating Revenue	1,327,560.00	830,297.71	497,262.29	62.54%
Town of Smithfield				
Sewer Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 02/28/13	Remaining Budget	% of budget
Expenses				
Operating Expenses				
Salaries	263,165.00	159,567.46	103,597.54	60.63%
FICA	21,055.00	12,301.83	8,753.17	58.43%
VSRS	34,605.00	21,612.62	12,992.38	62.46%
Health	42,920.00	28,639.48	14,280.52	66.73%
Uniforms	2,500.00	1,370.58	1,129.42	54.82%
Audit & Legal Fees	21,625.00	16,756.06	4,868.94	77.48%
HRPDC sewer programs	899.00	449.50	449.50	50.00%
Maintenance & Repairs	50,000.00	35,241.84	14,758.16	70.48%
Hurricane Irene Expenses	-	-	-	#DIV/0!
VAC Truck Repairs & Maintenance	7,500.00	737.13	6,762.87	9.83%
Data Processing	14,000.00	8,768.76	5,231.24	62.63%
Dues & Subscriptions	150.00	29.00	121.00	19.33%
Utilities	40,000.00	22,564.09	17,435.91	56.41%
SCADA Expenses	3,500.00	2,010.19	1,489.81	57.43%
Telephone	16,500.00	5,899.44	10,600.56	35.75%
Insurance	14,700.00	11,648.73	3,051.27	79.24%
Materials & Supplies	46,000.00	14,568.47	31,431.53	31.67%
Truck Operations	14,000.00	6,589.89	7,410.11	47.07%
Travel & Training	4,000.00	-	4,000.00	0.00%
Contractual	3,250.00	2,531.72	718.28	77.90%
Miscellaneous	600.00	451.50	148.50	75.25%

Bad Debt Expense	2,400.00	-	2,400.00	0.00%
Bank service charges	325.00	-	325.00	0.00%
Total Sewer Fund Operating Expenses before D&A Exp.	603,694.00	351,738.29	251,955.71	58.26%
Operating Income before D&A Expense	723,866.00	478,559.42	245,306.58	66.11%
Depreciation & Amort. Exp.	465,000.00	299,829.84	165,170.16	64.48%
Operating Income (Loss)	258,866.00	178,729.58	80,136.42	69.04%
Nonoperating Revenues (Expenses)				
Pro-rata Share Fees	-	6,400.00	(6,400.00)	#DIV/0!
Availability Fees	61,800.00	82,400.00	(20,600.00)	133.33%
Insurance Reimbursements	-	7,110.00	(7,110.00)	#DIV/0!
Contributed Capital-Smithfield Foods Rev Ln	20,690.00	-	20,690.00	0.00%
Interest Revenue	3,250.00	4,178.03	(928.03)	128.55%
Interest Expense	(43,475.00)	(22,900.22)	(20,574.78)	52.67%
Total Nonoperating Revenues (Expenses)	42,265.00	77,187.81	(34,922.81)	182.63%
Net Income (loss)	301,131.00	255,917.39	45,213.61	84.99%
WORKING ADJUSTMENTS TO CAFR				
(FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	(6,400.00)	6,400.00	#DIV/0!
Availability Fees	(61,800.00)	(82,400.00)	20,600.00	133.33%
Contributed Capital-Smithfield Foods Rev Ln	(20,690.00)	-	(20,690.00)	0.00%
Compliance Fee	(490,425.00)	(326,517.64)	(163,907.36)	66.58%
Bad Debt Expense	2,400.00	-	2,400.00	0.00%
Depreciation & Amort. Exp.	465,000.00	299,829.84	165,170.16	64.48%
Additional debt service costs-principal expense	(70,550.00)	(70,550.00)	-	100.00%
Total adjustments to CAFR	(176,065.00)	(186,037.80)	9,972.80	105.66%
Working adjusted income	125,066.00	69,879.59	55,186.41	55.87%

	Adopted Budget 2012/2013	Actual 2/28/2013	Remaining Budget	% of Budget
Sewer Fund				
Working adjusted income	125,066.00	69,879.59	55,186.41	55.87%
Sewer SSO Consent Order	(660,000.00)	(442,904.57)	(217,095.43)	67.11%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Sewer Master Plan	-	-	-	#DIV/0!
716 Smithfield Blvd -6" S.S. lateral complete	-	(9,185.26)	-	#DIV/0!
Rubber tire backhoe	-	-	-	#DIV/0!
Hot box for asphalt	-	-	-	#DIV/0!
Light Tower (1/4)	-	(1,800.00)	1,800.00	#DIV/0!
Sewer Capital Repairs	(100,000.00)	(9,200.00)	(90,800.00)	9.20%
Impeller-Wellington Pump Station	-	(5,410.00)	-	#DIV/0!
Truck	(17,500.00)	-	(17,500.00)	0.00%
Net Capital Outlay	(781,982.00)	(468,780.63)	(327,796.63)	59.95%
Net Reserves (Deficit) after capital outlay	(656,916.00)	(398,901.04)	(272,610.22)	60.72%
Funding from Development Escrow	-	-	-	
Reserves from Sewer Capital Escrow Account	100,000.00	-	100,000.00	0.00%
Funding from Sewer Compliance Fee	660,000.00	442,904.57	217,095.43	67.11%
Draw from operating reserves	-	-	-	#DIV/0!
Funding from Bond Escrow (released from refinance)	-	-	-	
Net Cashflow	103,084.00	44,003.53	44,485.21	42.69%

Town of Smithfield				
Water Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 02/28/13	Remaining Budget	% of budget
Revenue				
Operating Revenue				
Water Sales	1,552,204.00	878,679.57	673,524.43	56.61%
Debt Service Revenue	403,640.00	268,675.30	134,964.70	66.56%
Miscellaneous	500.00	913.64	(413.64)	182.73%
Connection fees	9,900.00	13,200.00	(3,300.00)	133.33%
Application Fees	5,000.00	3,877.00	1,123.00	77.54%
Total Operating Revenue	1,971,244.00	1,165,345.51	805,898.49	59.12%
Town of Smithfield				
Water Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 02/28/13	Remaining Budget	% of budget
Expenses				
Salaries	320,265.00	198,069.63	122,195.37	61.85%
FICA	25,621.00	15,270.16	10,350.84	59.60%
VSRS	42,130.00	25,844.25	16,285.75	61.34%
Health	51,230.00	30,667.56	20,562.44	59.86%
Uniforms	3,000.00	1,738.21	1,261.79	57.94%
Contractual	18,475.00	6,184.78	12,290.22	33.48%
Legal & Audit	21,625.00	18,349.56	3,275.44	84.85%
Maintenance & Repairs	21,000.00	14,095.97	6,904.03	67.12%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Water Tank Maintenance	100,000.00	49,992.82	50,007.18	49.99%
Water Cost-purchased from IOW County	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Professional Services	1,000.00	1,351.75	(351.75)	135.18%
Regional Water Supply Study	2,421.00	1,210.66	1,210.34	50.01%
Data Processing	14,000.00	8,768.76	5,231.24	62.63%
Utilities	10,000.00	578.69	9,421.31	5.79%
Communications	15,045.00	5,950.16	9,094.84	39.55%
Insurance	16,800.00	19,221.86	(2,421.86)	114.42%
Materials & Supplies	114,400.00	31,591.64	82,808.36	27.62%
Gas and Tires	12,000.00	8,179.97	3,820.03	68.17%
Fuel-Water Equipment	-	-	-	#DIV/0!
Dues & Subscriptions	800.00	538.00	262.00	67.25%
Bank service charges	325.00	-	325.00	0.00%
Travel and Training	5,500.00	733.00	4,767.00	13.33%
Miscellaneous	9,500.00	9,159.94	340.06	96.42%
RO Annual costs	501,217.00	215,443.39	285,773.61	42.98%

Bad debt expense	5,300.00	-	5,300.00	0.00%
Total Water Fund Operating Expenses before D&A Exp.	1,311,654.00	662,940.76	648,713.24	50.54%
Operating Income before D&A Expense	659,590.00	502,404.75	157,185.25	76.17%
Depreciation & Amortization Expense	348,000.00	226,146.00	121,854.00	64.98%
Operating Income (Loss)	311,590.00	276,258.75	35,331.25	88.66%
Nonoperating Revenues (Expenses)				
Pro-Rata Share Fees	-	6,400.00	(6,400.00)	#DIV/0!
Availability Fees	40,800.00	54,400.00	(13,600.00)	133.33%
Interest Revenue	5,925.00	4,188.36	1,736.64	70.69%
Interest Expense	(134,915.00)	(79,029.37)	(55,885.63)	58.58%
Total Nonoperating Revenues (Expenses)	(88,190.00)	(14,041.01)	(74,148.99)	15.92%
Net Income (Loss)	223,400.00	262,217.74	(38,817.74)	117.38%
WORKING ADJUSTMENTS TO CAFR				
(FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	(6,400.00)	6,400.00	#DIV/0!
Availability Fees	(40,800.00)	(54,400.00)	13,600.00	133.33%
Bad Debt Expense	5,300.00	-	5,300.00	0.00%
Debt Service Revenue	(403,640.00)	(268,675.30)	(134,964.70)	66.56%
Depreciation & Amort. Exp.	348,000.00	226,146.00	121,854.00	64.98%
Additional debt service costs-principal expense	(311,725.00)	(311,724.93)	(0.07)	100.00%
Total adjustments to CAFR	(402,865.00)	(415,054.23)	12,189.23	103.03%
Working adjusted income	(179,465.00)	(152,836.49)	(26,628.51)	85.16%

	Adopted Budget 2012/2013	Actual 2/28/2013	Remain Budget	% of Budget
Water Fund				
Net Operating Reserves (Deficit)	(179,465.00)	(152,836.49)	(26,628.51)	85.16%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Truck	(17,500.00)		(17,500.00)	0.00%
RO Plant-installation of flow transmitters		(6,200.00)		
Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
Water Treatment/Fluoride PER	-	-	-	#DIV/0!
Net Capital Outlay	(21,982.00)	(8,280.80)	(19,901.20)	37.67%
Net Reserves (Deficit) after capital outlay	(201,447.00)	(161,117.29)	(46,529.71)	79.98%
Operating Reserves	-	-	-	#DIV/0!
VML/VACO Draw Downs	-	-	-	#DIV/0!
Water Development Escrow	-	-	-	#DIV/0!
Water Capital Escrow	-	-	-	#DIV/0!
Additional financing	-	-	-	#DIV/0!
Debt Service fees applied to debt	335,016.55	335,016.56	(0.01)	100.00%
Net Cashflow	133,569.55	173,899.27	(46,529.72)	130.19%

Town of Smithfield					
Highway Fund					
Description	Adopted Budget 2012/2013	Balance as of 02/28/13	Remaining Budget	% of budget	
Revenue					
Interest Income	250.00	145.76	104.24	58.30%	
Insurance Reimbursement	-	24,002.15	(24,002.15)	#DIV/0!	
Revenue - Commwlth of VA	986,456.92	501,759.96	484,696.96	50.86%	
Total Highway Fund Revenue	986,706.92	525,907.87	460,799.05	53.30%	
Town of Smithfield					
Highway Fund					
Description	Adopted Budget 2012/2013	Balance as of 02/28/13	Remaining Budget	% of budget	
Expenses					
Salaries	229,800.00	131,622.27	98,177.73	57.28%	
FICA	18,384.00	11,550.67	6,833.33	62.83%	
VSRS	28,380.00	18,788.78	9,591.22	66.20%	
Health	44,035.00	27,671.74	16,363.26	62.84%	
Uniforms	2,785.00	1,876.50	908.50	67.38%	
Engineering	5,000.00	-	5,000.00	0.00%	
Grass	31,400.00	16,163.61	15,236.39	51.48%	
Maintenance	358,139.92	157,914.70	200,225.22	44.09%	
Asphalt/Paving		12,863.35	(12,863.35)		
Ditching		77,102.16	(77,102.16)		
Traffic Control devices		7,991.10	(7,991.10)		
Other (maintenance)		1,400.00	(1,400.00)		
Other (lawnmowers, landscaping, etc)		56,658.97	(56,658.97)		
Structures and Bridges		907.35	(907.35)		
Ice and Snow removal		347.41	(347.41)		
Administrative		644.36	(644.36)		
Street Lights	75,000.00	52,859.53	22,140.47	70.48%	
Insurance	18,350.00	13,874.51	4,475.49	75.61%	
VAC Truck Repairs	2,500.00	-	2,500.00	0.00%	
Gas and Tires	8,000.00	5,435.80	2,564.20	67.95%	
Stormwater Management Program (regional)	4,286.00	893.00	3,393.00	20.84%	
Joint Cost Allocation	6,500.00	-	6,500.00	0.00%	
Overhead Allocation	54,665.00	-	54,665.00	0.00%	
Total Highway Fund Expense	887,224.92	438,651.11	448,573.81	49.44%	
Net Reserves (+/-)	99,482.00	87,256.76	12,225.24	87.71%	

Adopted Budget
2012/2013

Actual
2/28/2013

Remain
Budget

% of
Budget

HIGHWAY

	Adopted Budget 2012/2013	Actual 2/28/2013	Remain Budget	% of Budget
Net Operating Reserves (Deficit)	99,482.00	87,256.76	12,225.24	87.71%
John Rolfe/Battery Park intersection Turn Lane	(95,000.00)	(55,722.19)	(39,277.81)	58.65%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Storm Drain Rehab-Cypress Creek	-	(48,252.15)	48,252.15	#DIV/0!
Hustler X-One 31KAW/60"	-	(7,459.00)	7,459.00	#DIV/0!
Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
Net Capital Outlay	(99,482.00)	(113,514.14)	14,032.14	114.11%
Net Reserves (Deficit) after capital outlay	0.00	(26,257.38)	26,257.38	#DIV/0!

Notes: February 2013

GENERAL FUND

Revenues:

Real Estate

Real estate collections posted through March 15 total \$1,654,933 (100.36%) of budget. Was concerned at the end of February that collections were sluggish with many outstanding residential accounts. We did collect the one large outstanding commercial account (\$10,914) as well as \$5684 in residential delinquencies to date in March.

Delinquent RE tax

Delinquent personal property tax collections through March 15 total \$16,725 (67%). Includes 2 business accounts that if collected would meet budget for the year. Will have the Town Attorney send letters for these accounts since they have not responded to the delinquent notices.

Current PP Tax

Personal property taxes posted through March 15 total \$812,795 (100%). We did collect the one large business account that was delinquent, and we still have supplements to process. Expect to exceed budget in this category by several thousand dollars.

Delinquent PP Tax

Delinquent personal property posted through March 15 total \$32,758 which significantly exceeds budget. Were able to collect on large business account that had delinquent balances back to 2010 totaling \$13171. This account still short paid by \$947 and we have notified them that they are still in arrears.

Franchise Tax

As in previous years, franchise tax will not be collected until the last quarter of the fiscal year.

Transient Occupancy

Transient occupancy tax is running \$3835 higher than the same period last fiscal year. We have one quarter remaining and should end the year either at budget or slightly above.

Meals Tax

Meals tax payments are once again very strong. Unless something changes for the last quarter of the year, the closing of McDonalds does not seem to have adversely affected total meals tax. Obviously we have collected more than the previous year since the meals tax was raised by 1% beginning July 1, but even comparing just the 4% portion of the tax, we have collected \$67,835 more than February 2012.

Communications Tax

There is a 2 month delay in receipt of communications tax from the state. The February statements reflect collection of communications tax through December 2012.

Sales Tax Collections

Sales tax collections are received from IOW County after they receive the local portion from the state. The February statements reflect sales tax collections for July through January which is significantly lower than last fiscal year (-\$32,876). In FY2012, the November sales tax was \$45,439 compared to \$21,086 for FY2013 and December was down \$5682 as well. January collections were up \$1699 over prior year, so hopefully the rest of the fiscal year will show improvement as well.

Consumption/Utility Tax

These taxes are collected from DVP, CEC, and Columbia Gas. Revenues in the February statements represent collections for July through January. Consumption/utility tax have been relatively flat over

the past few years. To date, utility tax is \$9411 higher than the same time last year and consumption tax is \$3,109 higher.

Business Licenses

Business licenses are due on April 15, so the bulk of this revenue will be collected in the spring. Have collected \$69,275 through March 15, 2013.

Permits and Other Licenses

This line item has already exceeded budget for the year mainly because of a ROW permit (\$1708.85) and a land disturbance permit (\$1525.27) from VICO Construcion for Harvest Fellowship Baptist Mission Improvements. In February, we also had a ROW permit from Isle of Wight County for the new rescue squad building totaling \$752.64.

Review Fees

Review fees are dependent upon development activity, and we have experienced very little in this fiscal year. Last year we received \$7200 through February but activity included the YMCA, Tractor Supply, Harvest Fellowship, Taste of Smithfield, and Dollar General.

Vehicle License Tax

This line item generally recognizes most of its revenue in November and December since it is included on the PP tax bills that were mailed in November. Collections through March 15 total \$127,869 (98%). This is slightly more than collected through March 2012 (\$126,795). We ended last fiscal year with collections of \$132,373 for this line item. There are still supplements to process and additional delinquents to collect so I expect this line item to reach budget.

Fines and Costs

Fines and costs represent payments received from the IOW Clerk of Court for July through January and total \$2778 more than the same period in FY2012.

General Fund Interest

General fund interest is running lower than budget projections due to drops in the interest rates on the few CD's that we have as well as low cash reserves prior to January. Investment choices should change upon completion of the banking RFP and finalization of an investment policy. Interest earnings are extremely low this fiscal year averaging about \$488 a month.

Note Proceeds-Farmers Bank

Note proceeds from the Farmers Bank for the SC HVAC loan. This was approved after the start of the new fiscal year, so it was not budgeted. We originally budgeted for capital maintenance of the SC HVAC system over a period of years, so that expense line item will need a budget amendment as well.

Rentals

Rent is running higher than budgeted with the addition of the sublet of the old TM office and back collections of utility costs from Smithfield Foods on the Basse's Choice building. This will drop off now that the Town has sold several of its rental sites. We should end the year with total rents of approximately \$20,000.

Windsor Castle Rentals

Per Amy, Windsor Castle events rentals are being included with the Smithfield Center rentals since clients can then write one check for multiple site rentals. Per her request, we will blend the budget for WC rentals in with the Smithfield Center rentals. FYI, per Amy, year-to-date Windsor Castle rentals total \$2412.50.

Sale of Land

Reflects the sale of 220 and 224 Main Street and 117 N Church Street.

Other Revenues

This line item is at 132% of budget due to collections of grass cutting reimbursements totaling \$1321. This is unusually high for the town.

Cash Proffers

Received cash proffers of \$1500 for 428 Ginger Loop at the Villas.

From Reserves-Pinewood Escrow

This money was set aside in Phase I to pay the 42 month rent and utility supplement required for market rate renters.

Fire Programs

This is an additional payment from the Department of Fire Programs that they included with last fiscal year. We were unaware of the supplement, however, and did not receive it until July 2012 so it will be included in our financials for this fiscal year. The 2013 funds totaling \$19,461 were deposited in the Town's general fund account on 3/19/13.

DCA Grant (Dam)

We were approved for partial funding of our original grant request. No money has been received to date.

FEMA-state and federal portion

This is money received on the small project submissions for Hurricane Irene in August 2011. We have received approval for payment of the large debris clean up project, but we have not yet received it. I contacted Nealia Dabney at VDEM to question our payment status and she is researching why the money has not yet been released.

Federal Grants

The PD has already received 3 grants this year from traffic safety (\$6163) and local law enforcement (\$1436). Last year's total was \$3369.75 for the year excluding the port security grant (command vehicle).

Pinewood Heights CDBG Relocation Grant-Phase II

The first draw down reimbursement for Phase II MY 1 has been received.

Insurance Recoveries

Received \$3,739 from VML for repairs to PW vehicle that hit a deer and \$386 from Mid Century Insurance Co for damage to a street light pole.

Farmers Bank Contribution to PD

Contribution from Farmers Bank for outstanding investigative work by the Smithfield PD regarding the recent robbery at the Smithfield branch.

South Church Street Contributions

Received the final private donation for the South Church Street project which had been budgeted for last fiscal year.

Expenses:

ALL DEPARTMENTS

Insurance

Have paid the first 3 quarters of the annual VML insurance plan for workers' comp/property/casualty.

Town Council

Subscriptions/Memberships

Subscriptions and memberships is slightly over budget. Did not budget for increase in VML membership fees from \$4377 in FY2012 to \$5008 in FY2013 (\$631 increase).

Public Defender Fees

We are occasionally billed by the IOW General District Court for public defender fees. This line item is very difficult to budget as it is sporadic. Last year we were billed \$480.00 for the year.

Special Projects

\$450 paid to America In Bloom to register Judy Winslow and Gina Ippolito for the AIB dinner and awards. Also paid \$205 to All Virginia for porta-potties for Olden Days and \$106.78 for food (Ringos, Smithfield Ice Cream Parlor) for Olden Days. In September, we paid \$580.65 to All Virginia for porta-potties at Windsor Castle for the scheduled VA Symphony event.

Treasurer

Audit fees

Final billing from DHG reflects total contract cost for the year. There should be no additional charges for FY2013.

Depreciation Software

The fixed asset software is web based and we are charged annually for this service. Payment is due by March 1, but we have not yet received an invoice for 2013. I have contacted the company rep who services our account for follow up.

Service Contracts

One half of the annual maintenance contract for BAI (\$4813) and all of the annual on-line payments contract (also with BAI-\$3750) was due as of the first month in the fiscal year. These are budgeted items; however, I did not receive notice from BAI that the on-line payments contract was increasing from \$3413 to \$3750. The second half of the BAI annual maintenance contract (\$4813) was paid in December which accounts for the majority of the budget for this fiscal year. Fortunately the quarterly maintenance fee from IBM decreased by \$116 so total costs for the year should be only \$85 over budget.

Cigarette Tax Stamps

Made one purchase of cigarette tax stamps for the year. There should be no additional expense for this line item in FY2013.

Public Safety

Service Contracts

Includes required annual maintenance fee to Sungard Public Sector Inc for \$19,335.43 which is almost \$1000 higher than last year's cost. Also includes \$4434 to ID Networks for annual software and hardware maintenance on the IDS Criminal Livescan System

Insurance-LODA

This is an additional insurance premium as required by the Line of Duty Act. We actually came in significantly under budget this year because some of the vacant positions in the PD had not been filled at the time that VRS requested a billing census. We alerted them to the fact that additional officers would be hired, but they informed us that they only bill based on actual number of officers at a certain point in time. There will be no supplemental billing during the year for the additional officers.

Dues & Subscriptions

Paid \$1286 in February to PowerDMS, Inc. for annual Policy subscription and client license. This is a new subscription that I have not seen in the past and was not included in budget. I have asked the PD office manager to review this expenses to ensure it is correct. I have not yet heard back from her.

Fire Department

Fuel Fund & Travel

We have not yet received a request from the fire department for fuel fund reimbursement based on the # of calls for the year. Last year this payment was made in early April.

State Pass Through

State pass through funds of \$19,461 were deposited in the Town's general fund on 3/19/13. A check will be processed to transfer the funds to the Fire Department.

Contributions-Public Safety

E911 Dispatch Center

The Town has paid approximately 50% of the annual budget for E911 dispatching services to IOW County. At this time, we need to determine whether to pay another quarter in April or wait until year end to pay the balance.

Fire Department Rescue Truck

This budgeted payment was made to the fire department in March 2013.

Smithfield Center

Food Service & Beverage Supplies

This line item has a relatively small budget and there have been no large items posted to date; mostly Tidewater Coffe and spring water. Charges for February totaled only \$336 and charges for March 1 to the 19th totaled \$497.62.

Landscaping

This line item normally consists of the Center's monthly portion of the Southern Shores contract (\$829.49). There was a purchase from Lancaster Farmers in December, however, totalling \$1333 for pansies. There were no charges in January and only \$427.87 in February for Southern Shores (reduced charge for January services).

Advertising

Prior months Include \$2500 to the Wedding Wire and \$1841.50 to the Tidewater News. October expenses include \$1390 to Richwood Graphics for CPF523 matte silver 5"x7" picture frame, screen printed 2-color logo, re-draw logo to vector art and burn to CD as well as \$3683 to the Tidewater News for postcards. There were no charges for November. December included charges to Pilot Media (\$399), Smithfield Volunteer Fire Dept (\$85-calendar ad), Smithfield Times (\$484) and the Tidewater News (\$685.94). January charges include \$790 to Seagreen Publishing, \$580 to Vista Graphics and \$150 to IOW County. There were no expenses recorded for February.

Refund event deposits

Represents 11 deposit refunds through February.

Credit card processing charges

This line item is running above budget due to the activity on our account. Most of the fees are passed through to the customer, but some are absorbed by the town. The budget was increased this year to reflect actual from last year of \$3600. Based on year-to-date charges I expect to exceed budget for

this line item. The excess could be as much as \$2000 depending on the number and dollar amount of transactions in the next 4 months.

Contributions-Parks, Rec, & Cultural

Farmers Market

We have not yet received a request from the Farmers Market for this year's funding.

Hampton Roads Partnership

Normally this is paid in July. I believe we held off on this payment as we did with other contributions until we received tax revenue. We are researching to see if we received an invoice for payment.

Community Development

Pinewood Heights

The Town has a contract with Community Planning Partners for Phase II of the Pinewood Project. Monthly invoices will be charged to the budgeted line items as they occur. When market rate renters are relocated, the Town has to supplement their rent for 42 months. The total cost of this assistance for Phase I was moved to the Pinewood Escrow account and disbursements are made each month from that account. The full expense for this assistance was included in the cost of Phase I for reporting purposes, but the actual expense is booked each month as some renters do fall off the map. We had one renter relocate without a forwarding address, so we are currently holding that money in escrow until such time as she either resurfaces within the 42 months or the money reverts back to the Town. Through December we paid moving costs for 3 residents in Phase II for a total cost of \$4600 and relocation costs for 1 homeowner totaling \$76,900. A portion of that expense (\$41,526) has been reimbursed with CDBG funds. There has been no relocation activity since December

\$11,950 was for demolition related to Phase I not Phase II, but the work was not completed by June 30 so it had to be expensed in FY2013. This expense was included in the total costs for Phase I previously presented to the council in the analysis of costs to date.

Contributions Community Development

Christian Outreach

Genieve Shelter

TRIAD

Annual budgeted contributions have not yet been made for Christian Outreach, the Genieve Shelter, or Isle of Wight Triad. Christian Outreach and Genieve Shelter are generally paid at the beginning of the fiscal year. I am researching these as well to see if they were delayed until tax season.

Public Works

Repairs & Maintenance

Includes \$3637.92 to Dave's Service Center for repairs made to PW vehicle after it hit a deer. This money has been reimbursed by VML and is shown in revenue under insurance recoveries. Also, includes \$880.00 to Goodrich and Sons to take down trees off of Cedar Street between parking lots. In November we paid \$850 to AVES for driveway repairs in the River Oaks neighborhood and \$310 to the Blair Brothers for 6 bumper blocks in the Trinity United Methodist Church parking lot. In December we paid \$2500 to New Horizons for work in the Trinity United Methodist Church Public Parking area. January expenses were small. I am projecting this line item to be approximately \$6000 over budget for the year (which is basically a combination of the vehicle repairs and the Trinity

parking lot work that do not usually hit this account). There were no charges for February.

Veterans War Memorial

Paid \$1320.60 to Lancaster Farms for plants. Other small charges to Southern Shores for landscaping and to the VFW for a new flag.

Public Buildings

Contractual

Includes \$1205 to Windsor Fire Extinguisher service for yearly inspection of the town's public buildings including town hall, public works, and PD. This expense was charged to PB maintenance last year, but contractual is the more appropriate line item. Also includes \$1058 to SimplexGrinnell for intrusion monitoring at Town Hall and the Town Manager's office. Again, this was charged to repairs and maintenance but is now being more appropriately charged to contractual. Note: PB repairs and maintenance is still running well below budget through February.

Communications

Includes \$1904 for Fonality annual maintenance of the phone systems. This expense could arguably be charged against contractual as well. I could not find a payment to Fonality in last year's statements.

Insurance

Insurance premium from VML is running higher than other departments for this line item as there was a premium adjustment after the new fiscal year began for the remodeled PD and TM offices. Should total around \$3061 for the year.

Materials & Supplies

Over half of the year's budget was expended in this line item as of July. Includes \$875.75 paid to V.R. Edwards Sheet Metal for 6" galv. Posts with 15"x15"x12" pads and holes (6) and 6" posts with no pads (2). No expense in August and only \$96.36 charged in September and \$610.80 in October for janitorial supplies and a few other miscellaneous items. Charges in November totaled \$746.64 for janitorial supplies (\$100.52), \$431.72 to Farmers Service for spreader, fescue, ;lawn food (TM, Town Hall), painting supplies, stone & rustoleum, and \$214.40 to Lowe's for repairs for shop. Shop supplies have always been charged to WA ,SW, HWY in the past. December, January, and February included \$218.73, \$204.03, and \$275.86 for janitorial supplies respectively. Comarth is tracking these costs by department in spreadsheet format so we can identify how these costs are originating and to determine if they should be charged to departmental supplies instead of public buildings before budget adjustments are made. This has always been a very small dollar line item but costs have risen as we have branched out into different buildings

Other

Includes \$719.82 paid to Treasurer, IOW County for real estate taxes on town owned buildings that are not tax exempt (rental properties).

Other Financing Uses

Transfers to Operating Reserves

As of the end of February, the Town has collected \$1,866,421 more in revenues than expenses. This total is \$954,773 more than reserves as of February 2012 namely because large project expenditures have dropped off (S Church Street, building renovations) and we received a \$400,000 private donation. Pinewood is gearing up now, however, and through February we have spent \$11,230 more than meals tax collected. This will reverse as long as activity remains limited. We are trying to pace the project

based on CDBG eligible costs and meals tax collected.

Debt Service

HVAC-Principal & Interest

This represents payments to Farmers Bank for the loan that was secured to replace HVAC equipment at the Smithfield Center. This loan was not originally budgeted.

Line of Credit Retirement-interest

This line item represents interest paid to the Farmers Bank for line of credit money drawn prior to supplement cash shortfalls before tax season. The line was paid off in January.

Capital:

Community Development

Purchased one owner occupied residence in December and two renter occupied units in January. The CDBG portion of the owner occupied purchase (\$83000) has been reimbursed.

Smithfield Center

HVAC unit

Originally budgeted for replacement to be done in phases but later decided to finance and replace the entire HVAC system this fiscal year. Will need to amend the budget.

Windsor Castle

Light Tower-Xylem

\$7200 item split 4 ways between WC, HWY, WA, SW.

Station Bridge

Hodges & Hodges-inspection & maintenance of station bridge at Windsor Castle Park (need more detail of work done to determine if this is actually capital maintenance).

Playground

\$6000 was paid to Windsor Castle Park Foundation for start up costs for playground. May need to move this expense to contributions.

Police

Police Vehicles

All 3 budgeted police vehicles have now been purchased except for some of the equipment needed for the vehicles.

Ipads

This expense represents a group of ipads to be used in the police vehicles. Was not budgeted but was included in last year's grant for the command vehicle and should be reimbursed through that grant.

Public Works

Excel Paving

Payment on some of the final work of the projects (tie ins with homeowner properties).

SEWER

Revenues

Sewer Charges

This revenue line item is well below 67% which would represent 8 months of the fiscal year if budget were allocated evenly. February 201 revenues were at 60.32% which was also below budget. Consumption is down from last year with usage through February at 134,820,907 gallons compared to 139,374,388 for the same period last year. At the current rate of \$3.50 per 1000, this is equivalent to a \$15,937 decrease but because of the rate change, revenues increased by \$67,717.

Miscellaneous

Sale of 5 Newport News cleanout boxes to All Virginia for \$593.75 exceeds expected miscellaneous revenue for the full year.

Connection fees

We budgeted 15 connection fees for 2013 and we have collected on 20 meters through February. Last year we had a total of 11 meter connect fees.

Expenses

Audit and legal fees

Progress billings for audit fees are normally done in the first half of the fiscal year, but the final audit bill for FY2012 was paid in February. Remaining charges will only reflect the sewer allocation of legal expenses for the year.

Maintenance and repairs

October included 2 impellers (Moore Creek pump station-\$2214 and Main St pump station-\$3207). These are expensed instead of capitalized since the individual cost is below the \$5000 capital threshold adopted by the Town. Also included \$2096 to REW for the Moonefield Level XMTR replacement and to troubleshoot the Main Street Bubbler. November included \$3456.04 to Excel Paving for adding structure beside old Firestation in alley. December included 2 1/4 HP motor compressors for pump stations from Grainger (\$1540) and asphalt patching at several locations that was divided between sewer, water, and highway. January included \$1189 to Dave's service center for sewer portion of stock items and multiple truck repairs. Total expenses for February totaled \$2234.73 with the largest expense of \$784..88 to Smithfield Auto Parts for oil, starter for James St. Bypass pump, antifreeze, etc.

Insurance

Represents 3 quarterly payments to VML for property/casualty and workers' compensation insurance.

Contractual

Includes a portion of 12 month renewal of SEMS Technologies software (inventory system) for \$1250. This is a budgeted item and is now paid in full for the fiscal year. Remaining charges are monthly VUPS charges (MISS Utility tickets) which generally average less than \$150 per month.

Depreciation and Amortization

I still have not worked on the audit adjustments for depreciation as I have been so involved with the banking and audit RFP. These adjustments will be completed for budget discussions of revised and projected expenses.

Nonoperating Revenues (Expenses)

Pro-Rata Share Fees

Received development pro-rata share fees for 8 lots - Lakeside Properties LLC (5) and Smithfield Manor (3).

<u>Availability fees</u>	As with connect fees, we billed for 15 this fiscal year and have already collected availability fees for 20.
<u>Insurance reimbursement</u>	Reimbursement from VML for damage to SCADA antenna (lightning).
<u>Interest Expense</u>	Includes the first semi-annual interest payment on the previously refinanced loan on the old sewer treatment plant (VRA loan). The second payment was made in March.

WORKING ADJUSTMENTS TO CAFR

<u>Debt Service Principal</u>	Principal on the VRA loan is paid only once a year, so interest only will be paid in March.
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Sewer Capital

<u>Sewer Consent Order</u>	Billings from Draper Aden and contractors have picked up as we've progressed farther into the project. We have been significantly below budget in prior years and expected that eventually costs would catch up as we took action on findings.
<u>716 Smithfield Blvd.</u>	6" lateral repair work will come out of the sewer capital repairs budget of \$100,000.
<u>Light Tower</u>	\$7200 item split 4 ways between WC, HWY, WA, SW.
<u>Sewer Capital repairs</u>	Lewis Construction-find and fix-labor & equipment to include trench shoring to repair 8" clay sewer 10' depth, remove & replace existing 6" water main for shoring.
<u>Impeller</u>	Purchased for Wellington Pump Station. Will have to come off of capital repairs budget of \$100,000.

WATER

Revenues

<u>Water Charges</u>	Like sewer, water revenue is below average budget for 8 months which would be 67%. February 2012 revenues were at 63% of budget. Consumption is down from last year with usage through February at 173,330.652 gallons compared to 183,366,490 for the same period last year. At the current rate of \$4.85 per 1000, this is equivalent to a \$48,674 decrease. The Gatling Pointe accounts for IOW County skew the accuracy of this calculation, however, Gatling Pointe usage alone did drop 3,587,000 from the same period last year which equates to a drop of \$21,486 based on the current blended rate of \$5.99 per 1000 gallons. Because of the rate increase, total revenues actually increased \$363,086 even with the decrease in consumption.
<u>Miscellaneous</u>	Includes purchase of 2 meter boxes and 2 line setters from contractors and the sale of scrap metal.
<u>Connection fees</u>	As with sewer, we budgeted 15 connection fees for 2013 and we have collected on 20 meters through February. Last year was a total of 12 meter connect fees for water (1 more than sewer).

Expenses

Audit and legal fees

Progress billings for audit fees are normally done in the first half of the fiscal year, but the final audit bill for FY2012 was paid in February. Remaining charges will only reflect the water allocation of legal expenses for the year. We did pay \$1593.50 in attorney's fees in February for water related meetings & discussions with DEQ over the Town's withdrawal permit.

Professional Services

Paid \$1351.75 to Arthur Russnow, CPG for professional hydrogeologic services-prepare for and attend VADEQ Central Office related to the GWWP Issuance and "conditions" on 1/10/13.

Insurance

Represents 3 quarterly payments to VML for property/casualty and workers' compensation insurance. This is running higher than projected budget because of an endorsement adjustment of \$1288.49 for the RO plant and an elevation in the 2013 water premium allocation arising from insurance coverage for the RO plant that was not included in previous years. We estimated premiums during the budget workshops because we did not yet have the actual billing for FY2013.

Miscellaneous

Includes all 4 quarterly payments to VDH-Waterworks Technical Assistance Fund. This is billed annually and is based on the number of water customers in the town's system. The rate for this billing increased significantly from \$2.05 per connection last year to \$2.95 this year. The increase was budgeted.

Depreciation and Amortization

This number will be adjusted once audit changes are posted.

Nonoperating Revenues (Expenses)

Pro-Rata Share Fees

Received development pro-rata share fees for 8 lots - Lakeside Properties LLC (5) and Smithfield Manor (3).

Availability fees

As with connect fees, we billed for 15 this fiscal year and have already collected on 20 through February.

Interest Expense

Represents both semi-annual payments of the two VML-VACO loans less accrued interest from year end 2012 and the first payment of the VRA loan. This number appears low because so much interest is accrued for the first payments at prior year end. Adjustments will be made in June to accrue for next fiscal year's portion of the payment which will bring the expense in line with budget.

WORKING ADJUSTMENTS TO CAFR

Debt Service Principal

Includes principal on the old VRA loan (water portion) and principal on the two VML-VACO loans for the RO plant and waterline improvements. There will be no additional principal payments for the year.

Water Capital

RO Plant

REW Corporation-Labor & installation of key numbers in flow transmitters-will modify budget to take this expense from operating costs budgeted for the RO plant.

Light Tower \$7200 item split 4 ways between WC, HWY, WA, SW.

HIGHWAY

Revenues

Insurance Reimbursement Reimbursement for storm water damage caused by flooding on 8/25/12.

Expenses

Street Light Expense Now that S Church Street street lights have been added to the Town's account, street light expense has increased by about \$1500 per month.

Insurance Have paid the first 3 quarters of the annual VML insurance plan for workers' comp/property/casualty.

Highway Capital

John Rolfe Drive Turn Lane Project has been completed, but we held some of the payment back from Blair Brothers pending final inspection. Final payment was made in March.

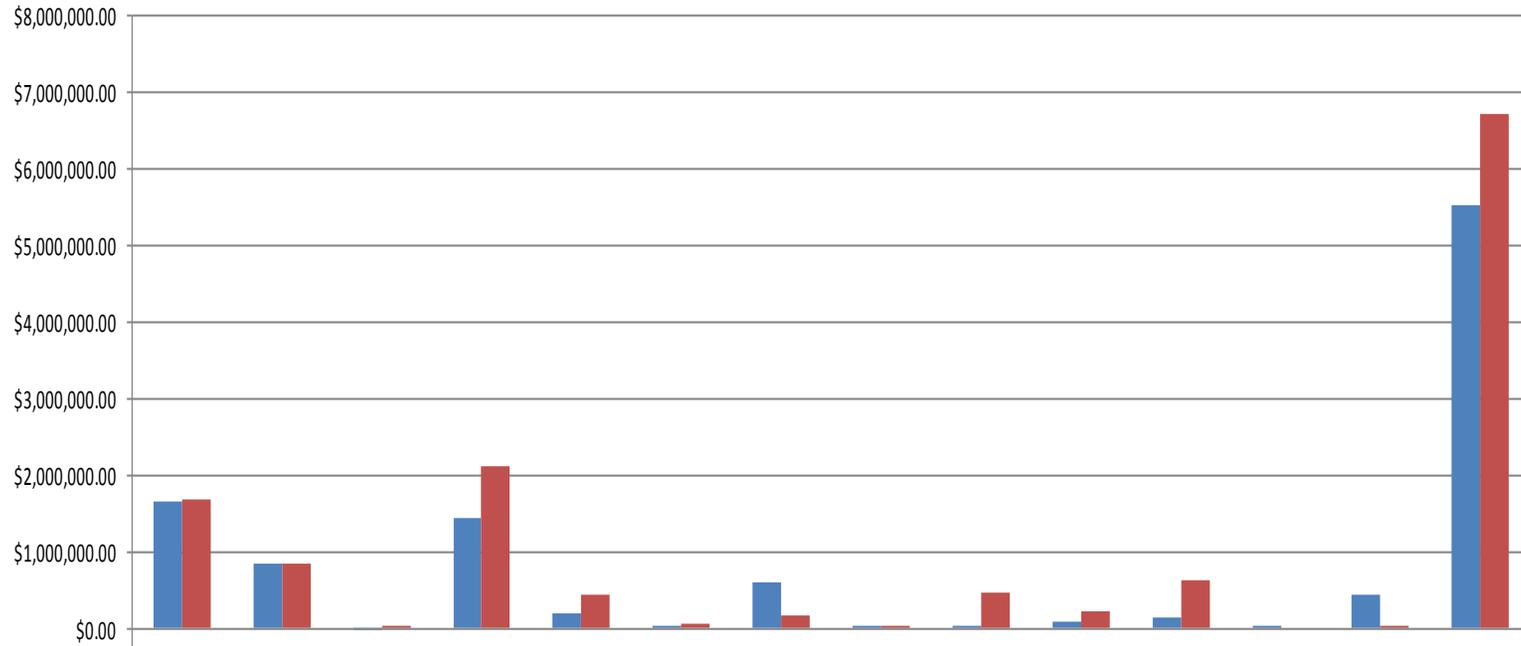
Storm Drain Rehab-Cypress Creek Repairs performed by Lewis Construction-storm related which is offset by the \$24,000 insurance reimbursement from VML.

Hustler X-One 31KAW/60" Zero turn mower purchased from Farmers Service.

Light Tower \$7200 item split 4 ways between WC, HWY, WA, SW.

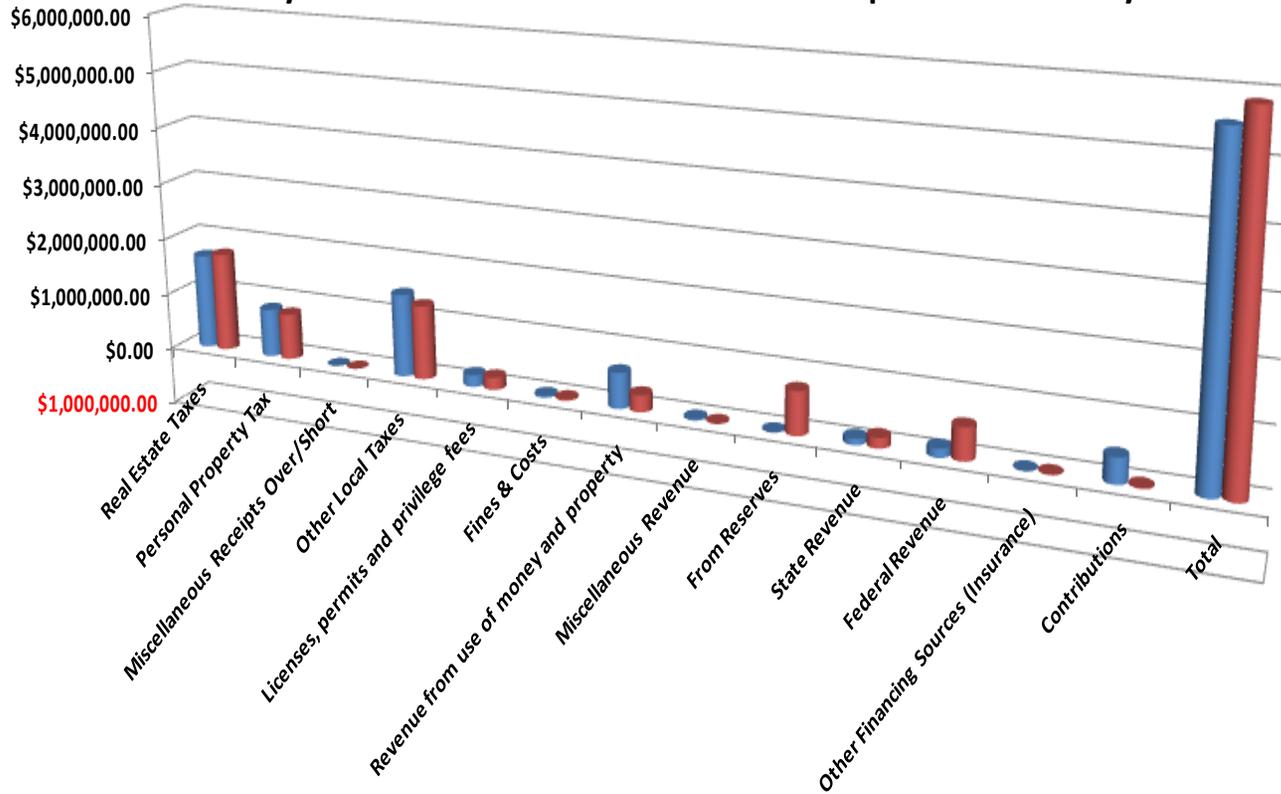
FEBRUARY 2013
FINANCIAL GRAPHS

February 2013 YTD General Fund Revenues Compared to Budget



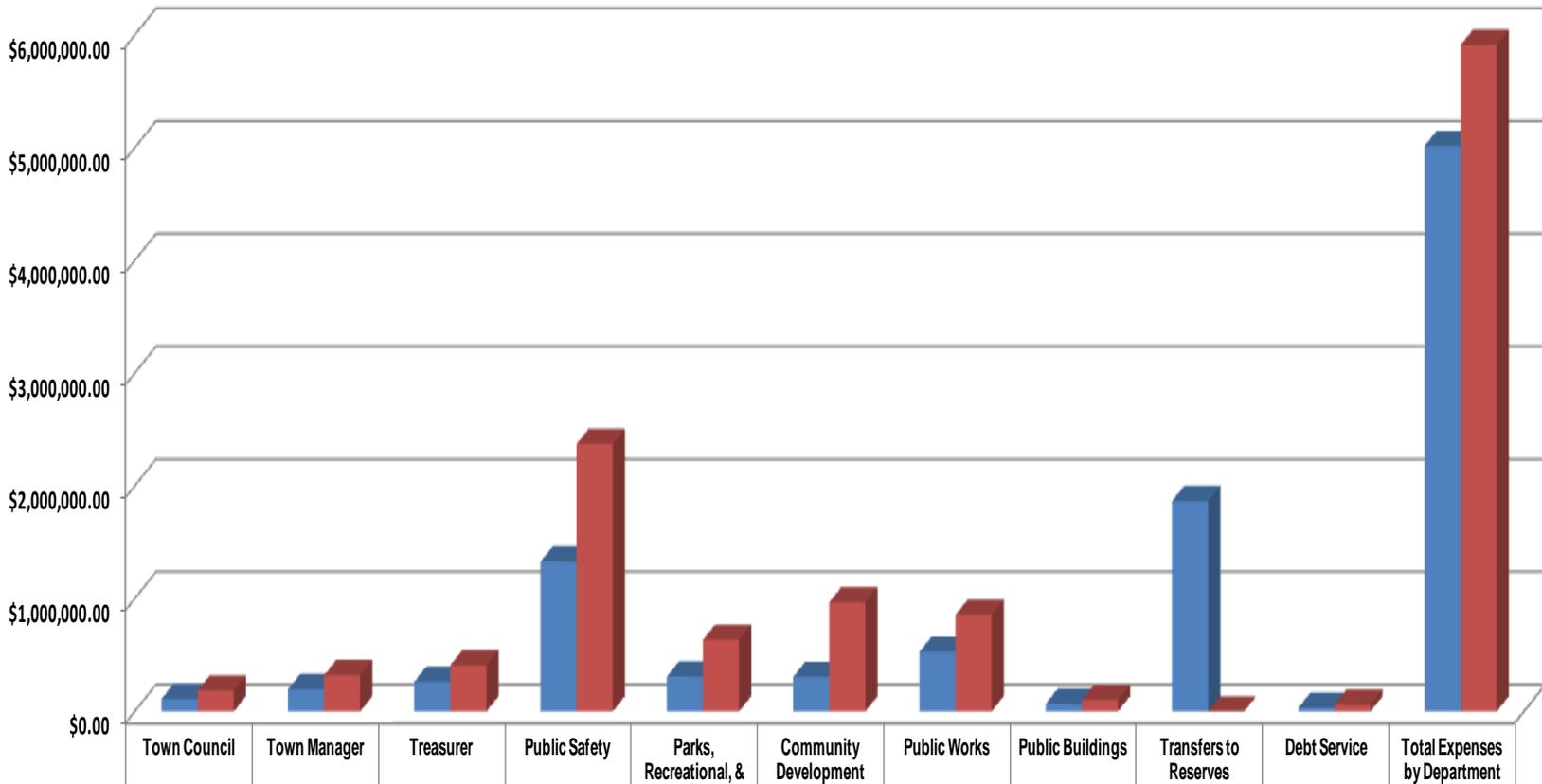
	Real Estate Taxes	Personal Property Tax	Misc. Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Misc. Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
Feb 2013 Actual	\$1,663,441	\$843,079	\$(71)	\$1,441,958	\$201,213	\$33,833	\$616,836	\$27,627	\$9,745	\$102,983	\$150,102	\$4,124	\$432,170	\$5,527,040
Budget	\$1,689,155	\$839,075	\$15	\$2,129,070	\$458,360	\$57,000	\$161,605	\$51,095	\$474,086	\$219,710	\$638,020	\$-	\$5,300	\$6,722,491

February 2013 YTD General Fund Revenue Compared to February 2012



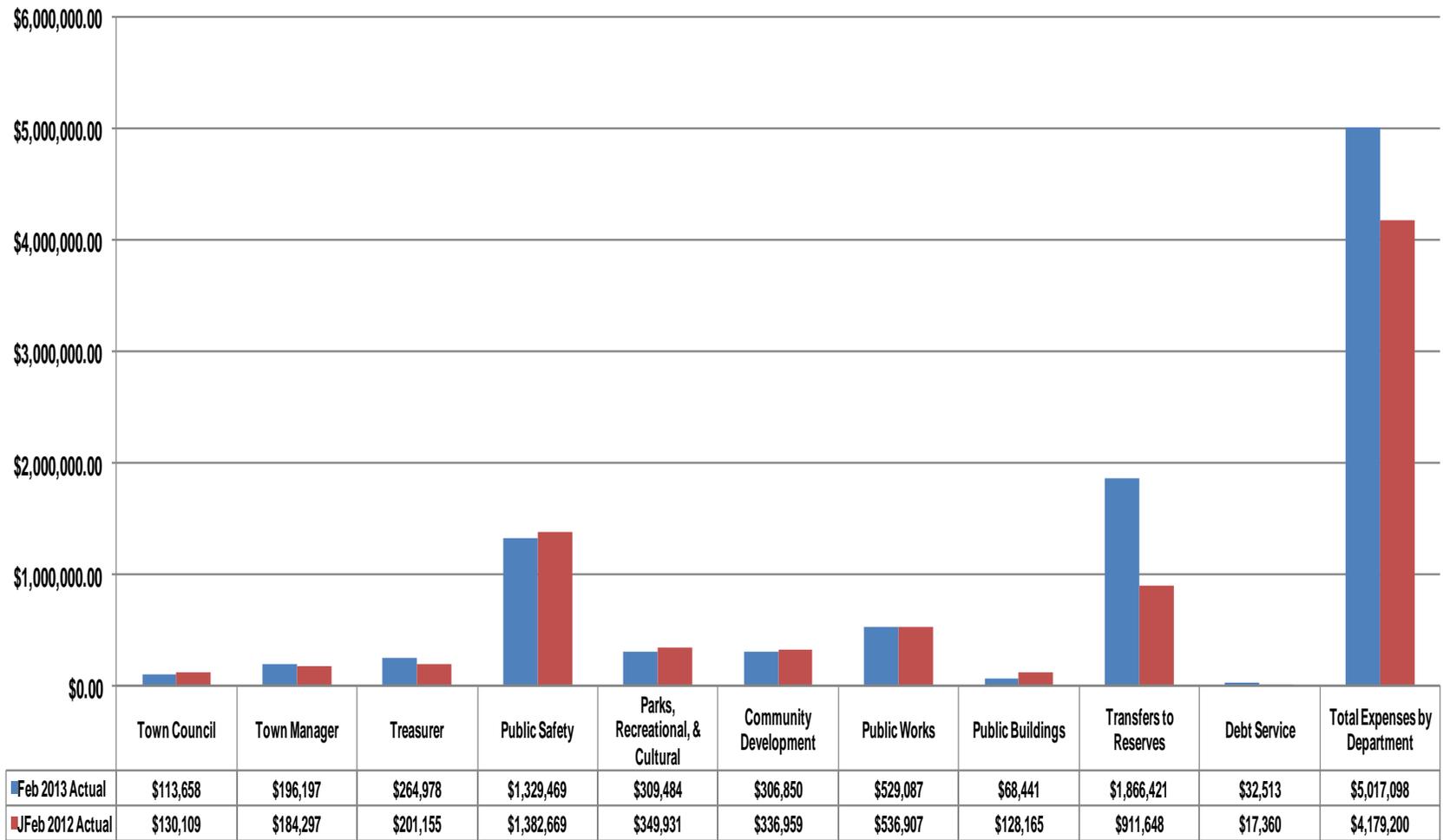
	Real Estate Taxes	Personal Property Tax	Miscellaneous Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Miscellaneous Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
■ Feb 2013 Actual	\$1,663,441	\$843,079	\$(71)	\$1,441,958	\$201,213	\$33,833	\$616,836	\$27,627	\$9,745	\$102,983	\$150,102	\$4,124	\$432,170	\$5,527,040
■ Feb 2012 Actual	\$1,730,645	\$802,382	\$2	\$1,286,499	\$211,361	\$30,935	\$290,258	\$8,977	\$746,147	\$175,476	\$551,937	\$5,810	\$18,527	\$5,858,956

February 2013 YTD General Fund Operating Expenses Compared to Budget

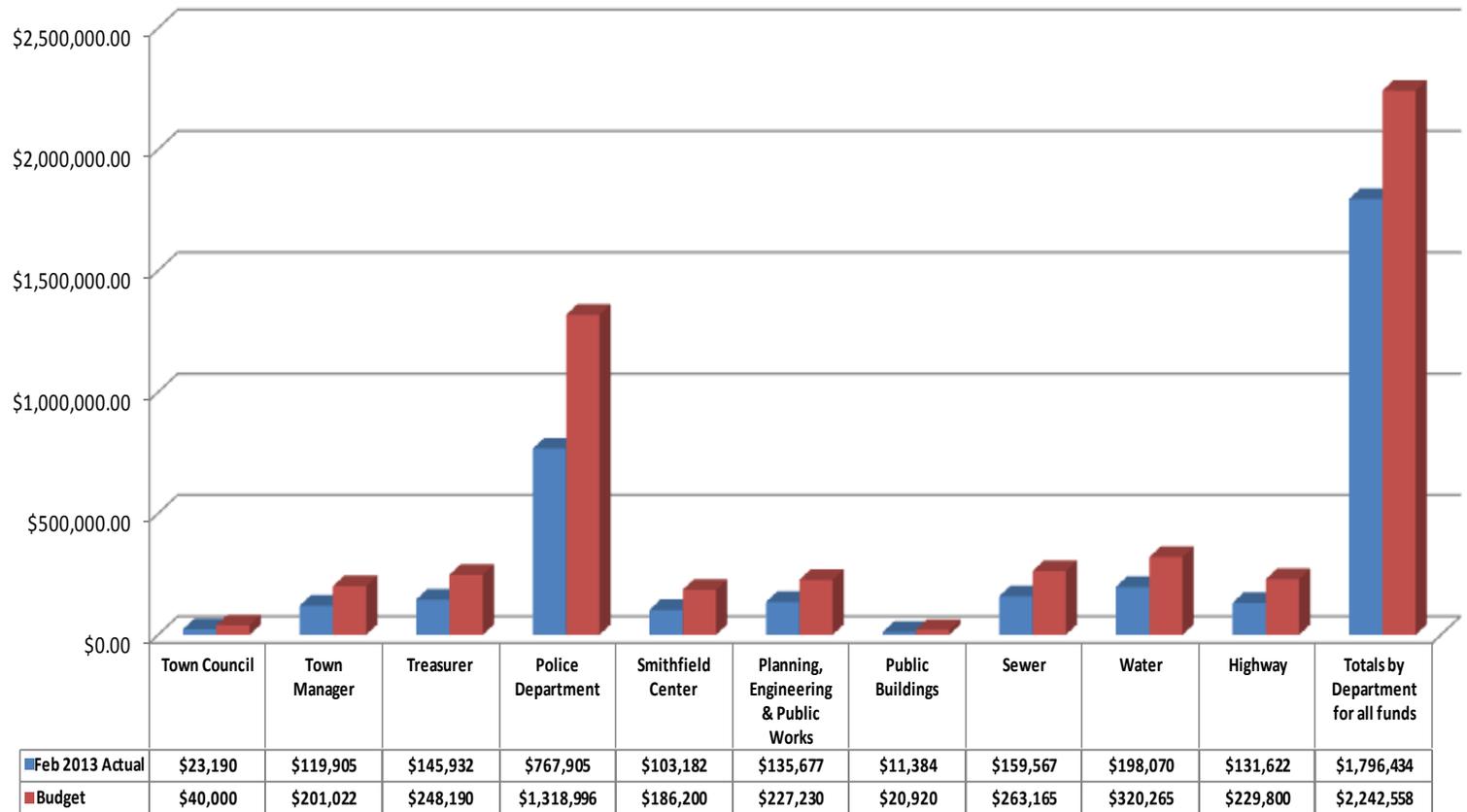


■ Feb 2013 Actual	\$113,658	\$196,197	\$264,978	\$1,329,469	\$309,484	\$306,850	\$529,087	\$68,441	\$1,866,421	\$32,513	\$5,017,098
■ Budget	\$186,335	\$321,274	\$411,065	\$2,373,645	\$636,143	\$968,046	\$857,023	\$101,500	\$-	\$58,905	\$5,913,936

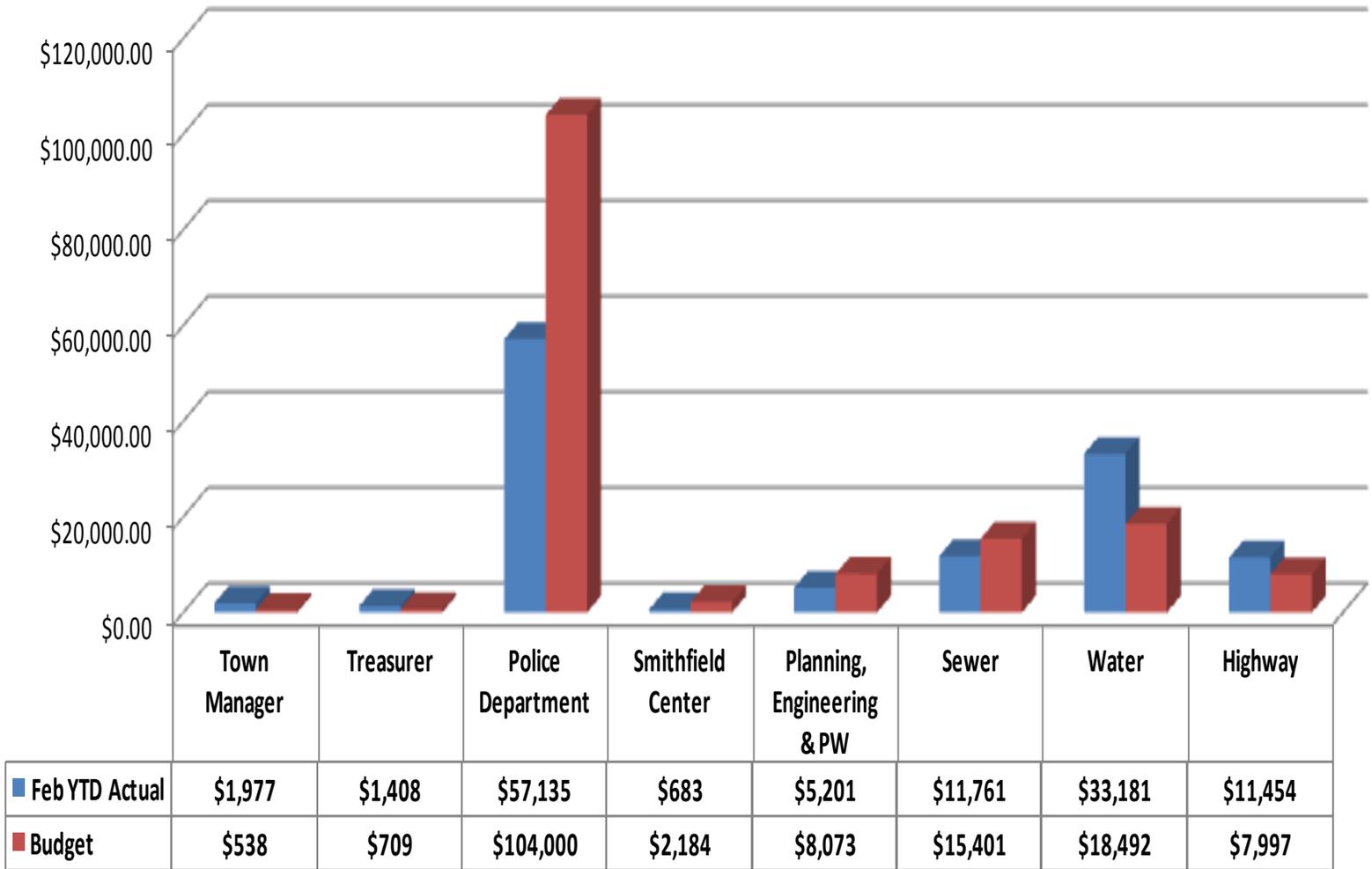
February 2013 YTD General Fund Operating Expenses Compared to February 2012



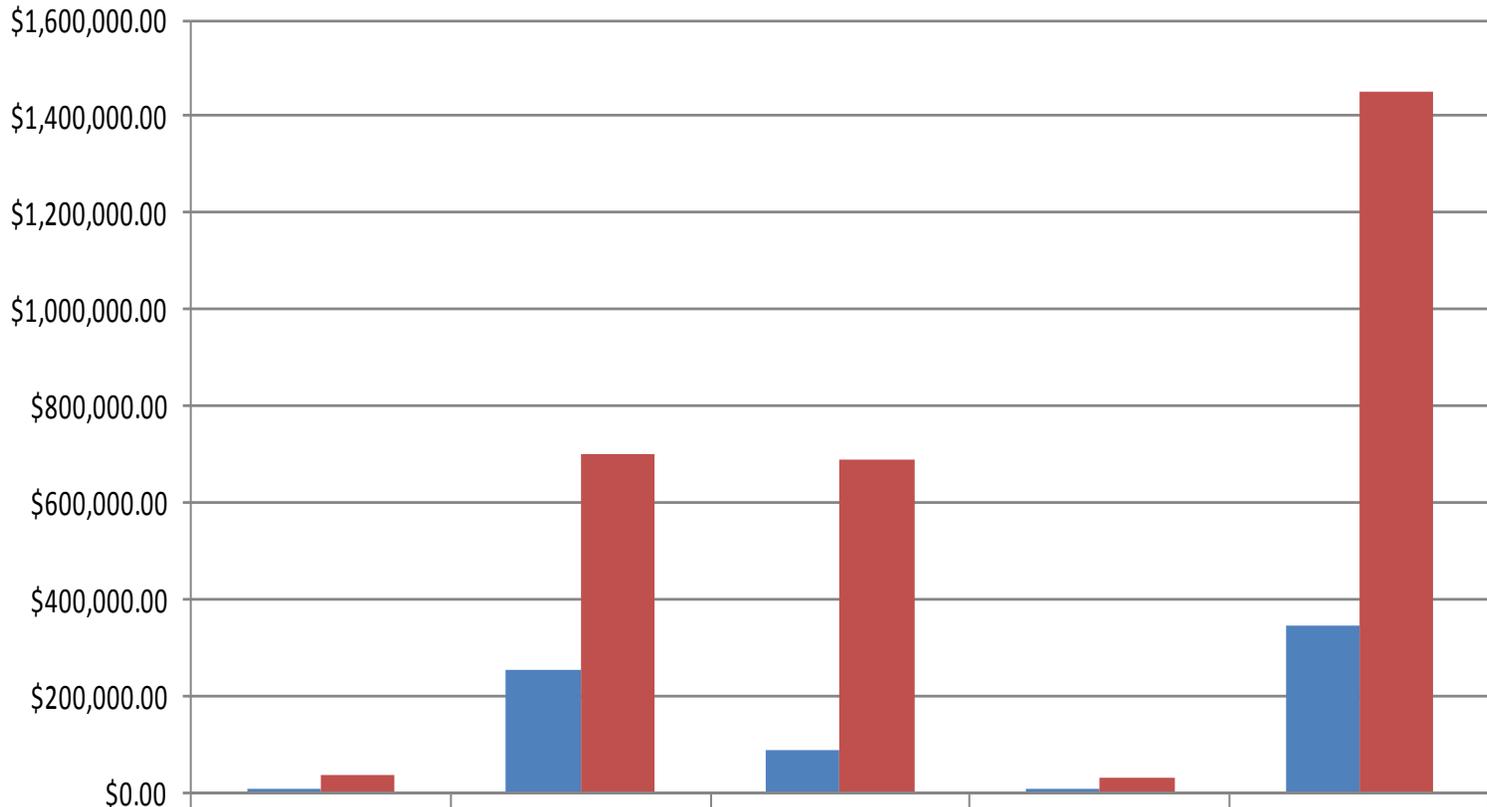
February 2013 YTD Salaries to Budget by Department



FEB YTD Overtime Compared to Budget

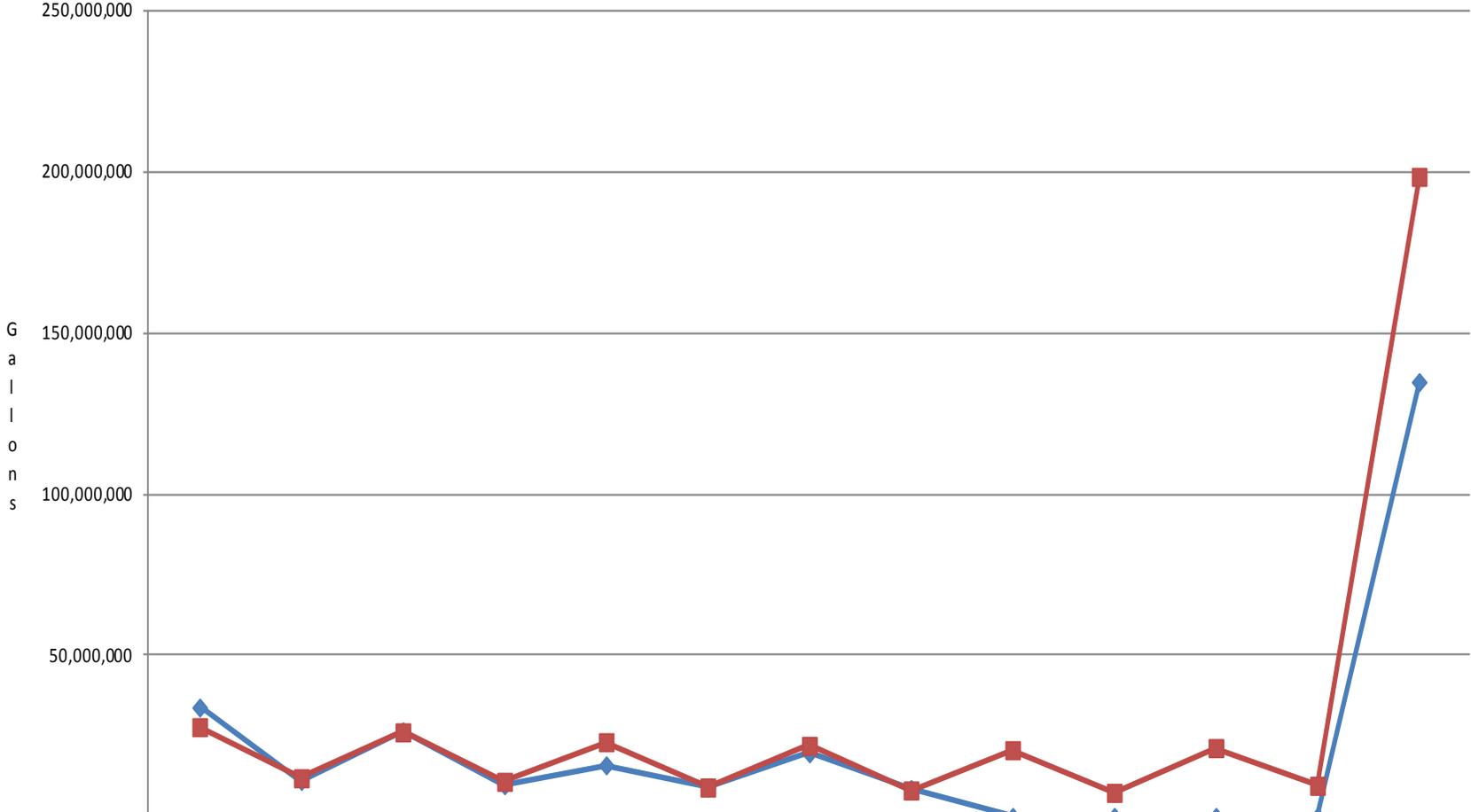


February YTD Pinewood Heights Expenses MY 1 Phase II



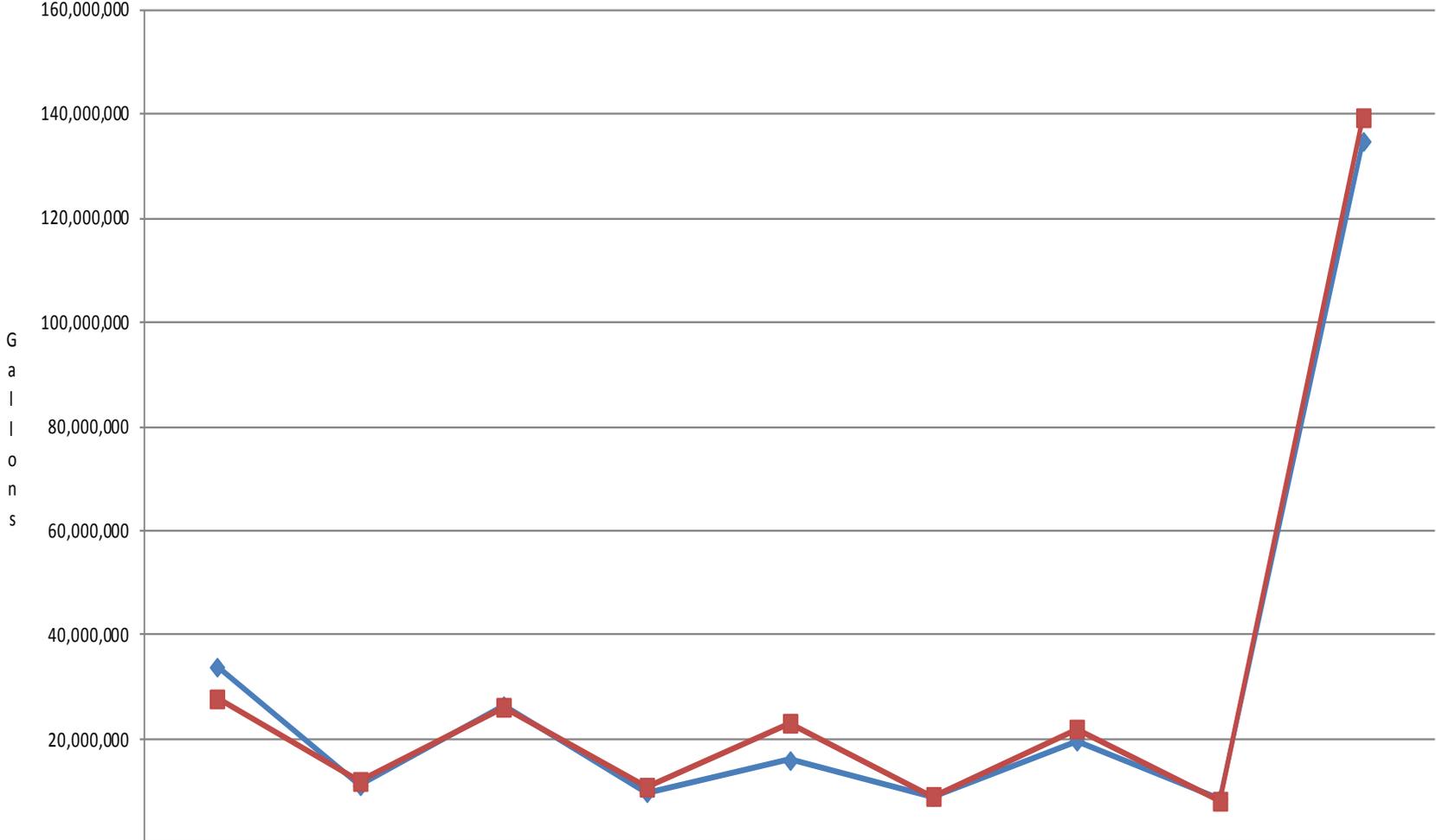
	Administration	Acquisition	Permanent Relocation	Clearance & Demolition	Total YTD MY1 Phase II
Feb YTD Actual	\$8,172	\$250,329	\$85,867	\$124	\$344,492
Budget	\$33,000	\$701,555	\$689,920	\$29,000	\$1,453,475

FY2013 YTD Sewer Consumption Compared to Full Year 2012



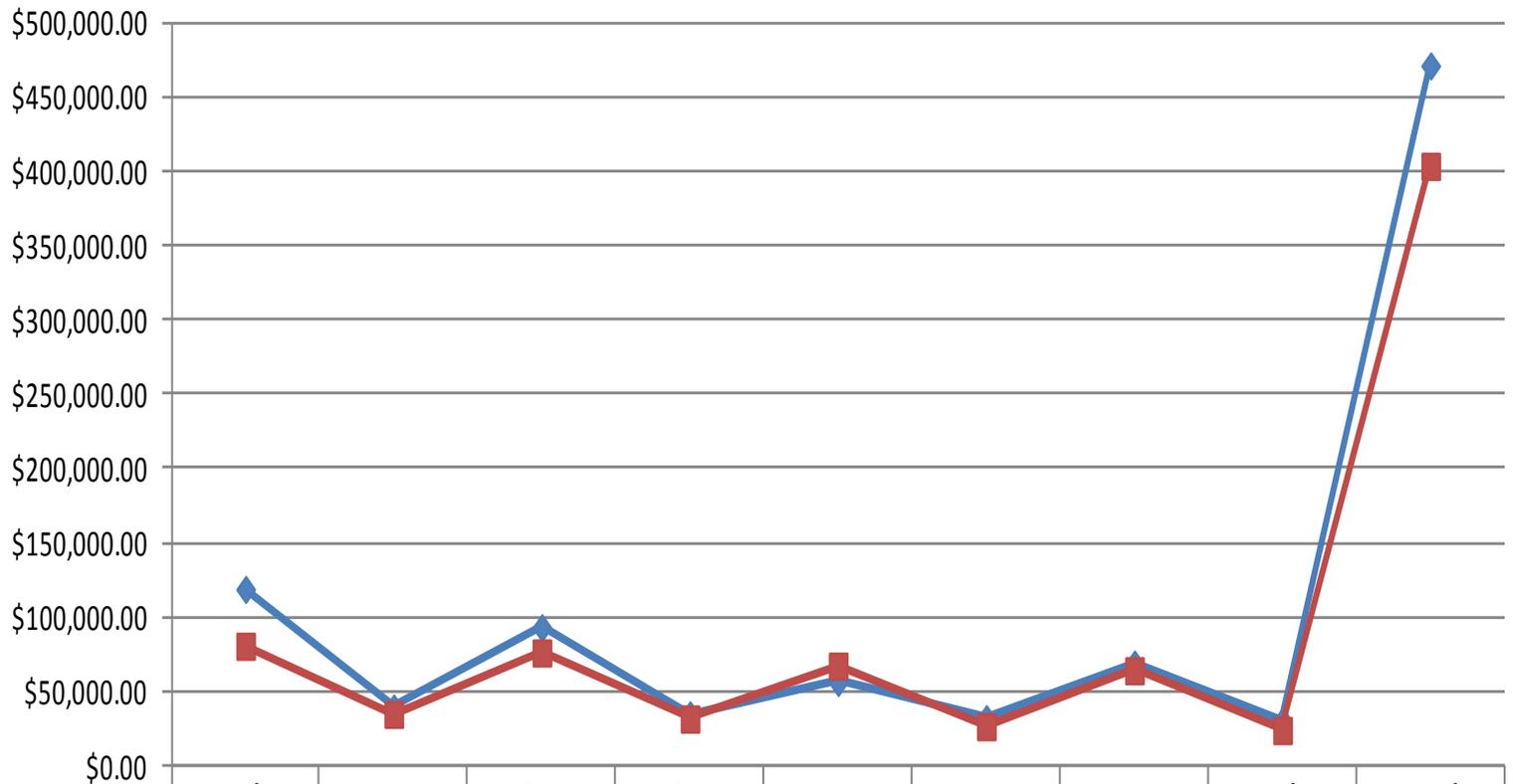
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Actual 2013	33,911,769	11,150,243	26,531,267	9,816,212	15,986,369	9,087,592	19,701,140	8,636,315	-	-	-	-	134,820,907
Actual 2012	27,823,246	11,977,480	26,215,259	10,871,625	23,158,757	9,107,274	22,031,628	8,189,119	20,678,100	7,446,980	21,327,791	9,636,674	198,463,933

FY2013 YTD Sewer Consumption Compared to FY2012



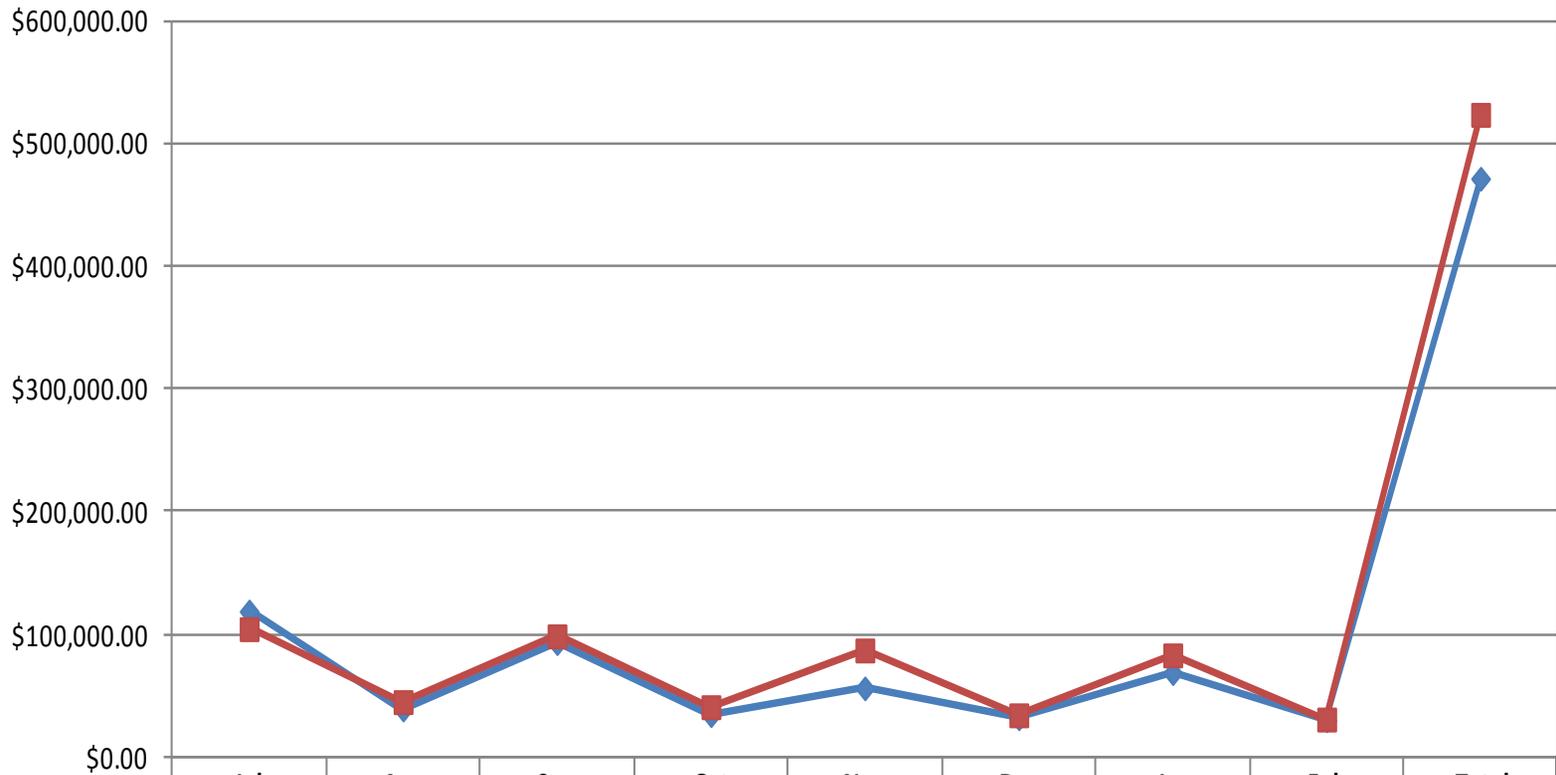
Actual 2013	33,911,769	11,150,243	26,531,267	9,816,212	15,986,369	9,087,592	19,701,140	8,636,315	134,820,907
Actual 2012	27,823,246	11,977,480	26,215,259	10,871,625	23,158,757	9,107,274	22,031,628	8,189,119	139,374,388

FY2013 YTD Sewer Charges Compared to 2012



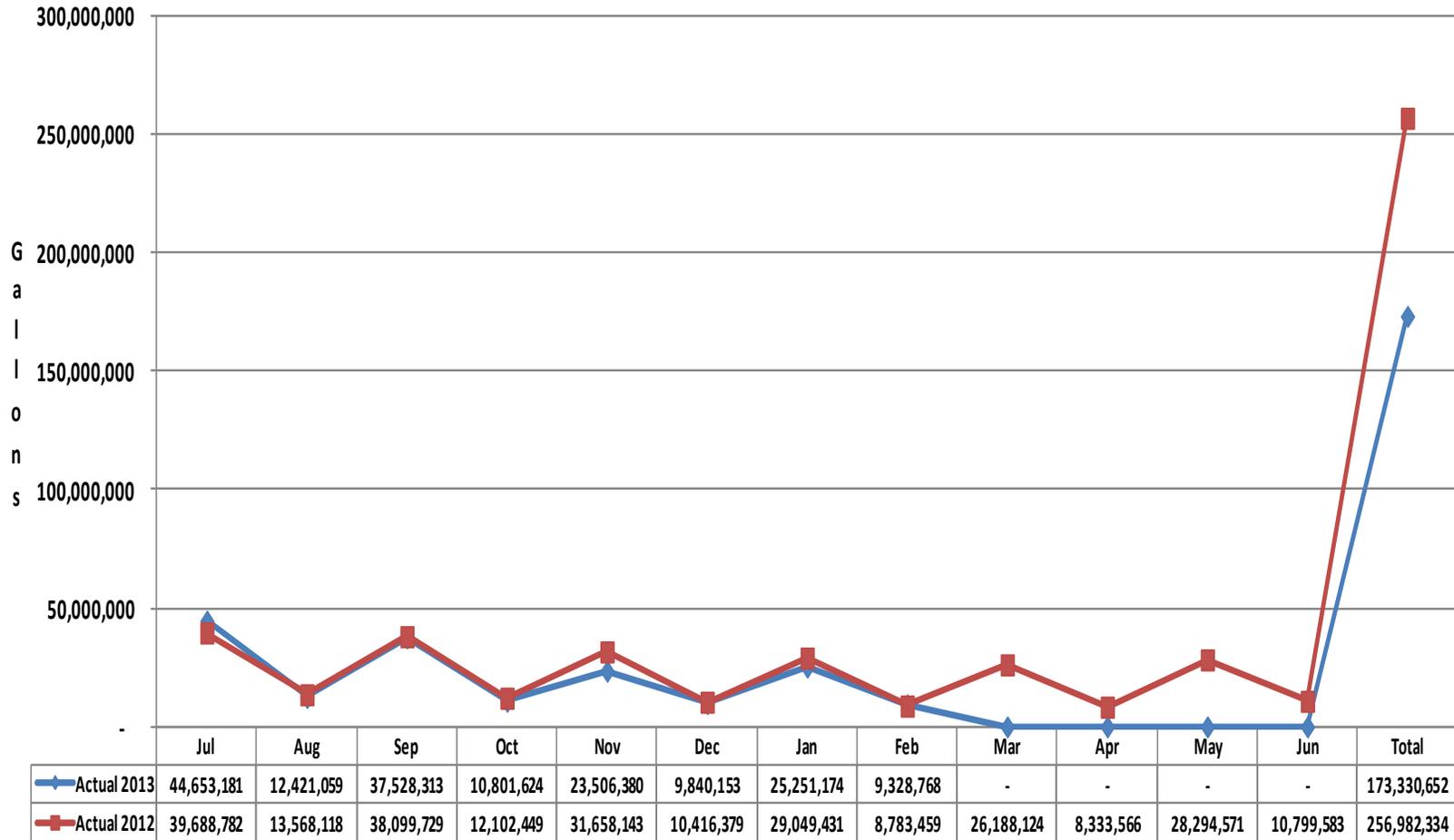
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Actual 2013	\$118,797	\$38,930	\$93,000	\$34,298	\$56,124	\$31,733	\$68,563	\$30,140	\$471,586
Actual 2012	\$80,521	\$34,650	\$76,004	\$31,464	\$67,120	\$26,370	\$64,030	\$23,710	\$403,869

FEB YTD Sewer Charges Compared to Pro-Rated Budget

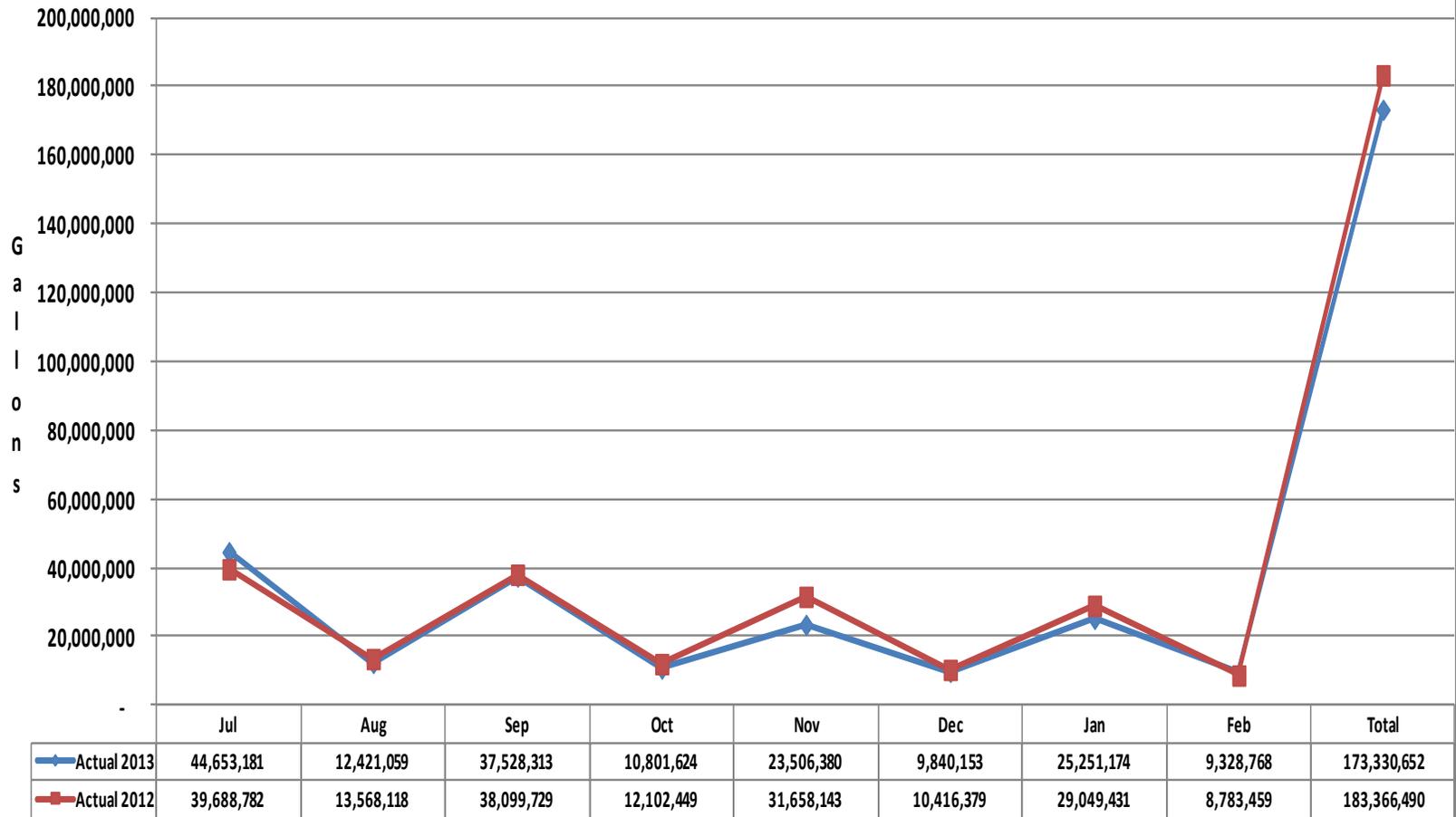


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Actual	\$118,797	\$38,930	\$93,000	\$34,298	\$56,124	\$31,733	\$68,563	\$30,140	\$471,586
Pro-rated budget	\$104,408	\$44,929	\$98,550	\$40,798	\$87,031	\$34,192	\$83,024	\$30,744	\$523,676

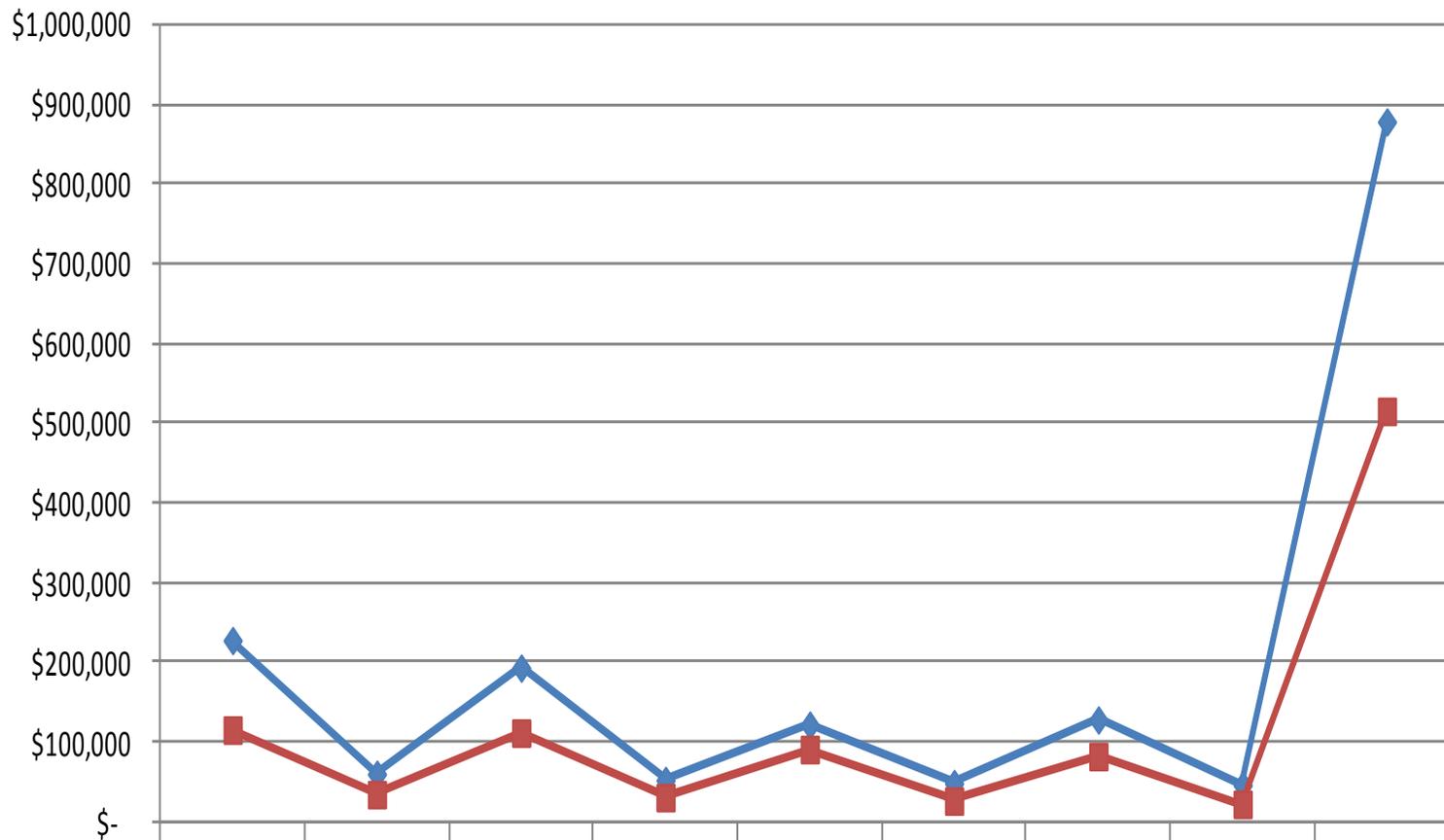
FY2013 YTD Water Consumption Compared to Full Year 2012



FY2013 YTD Water Consumption Compared to 2012

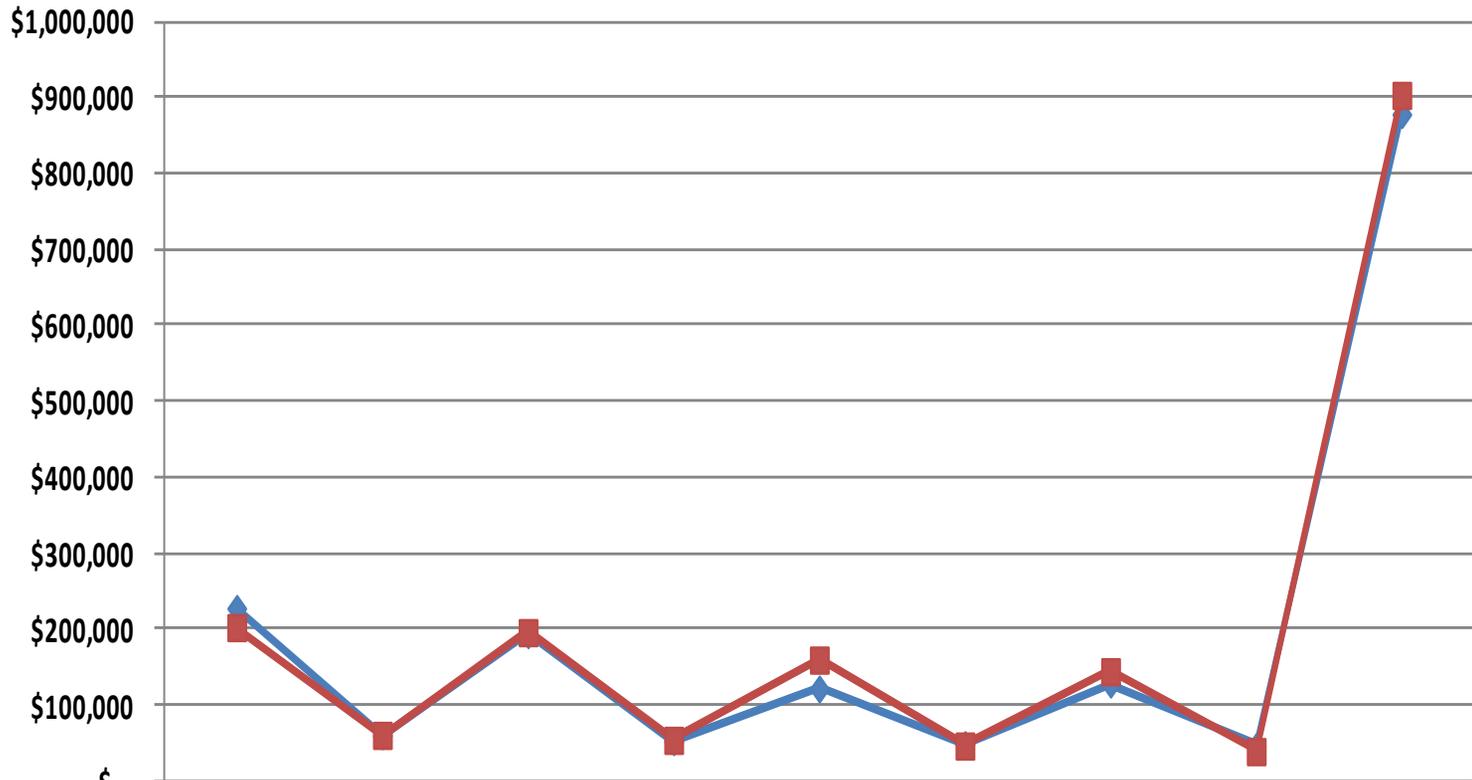


FY2013 YTD Water Charges Compared to 2012



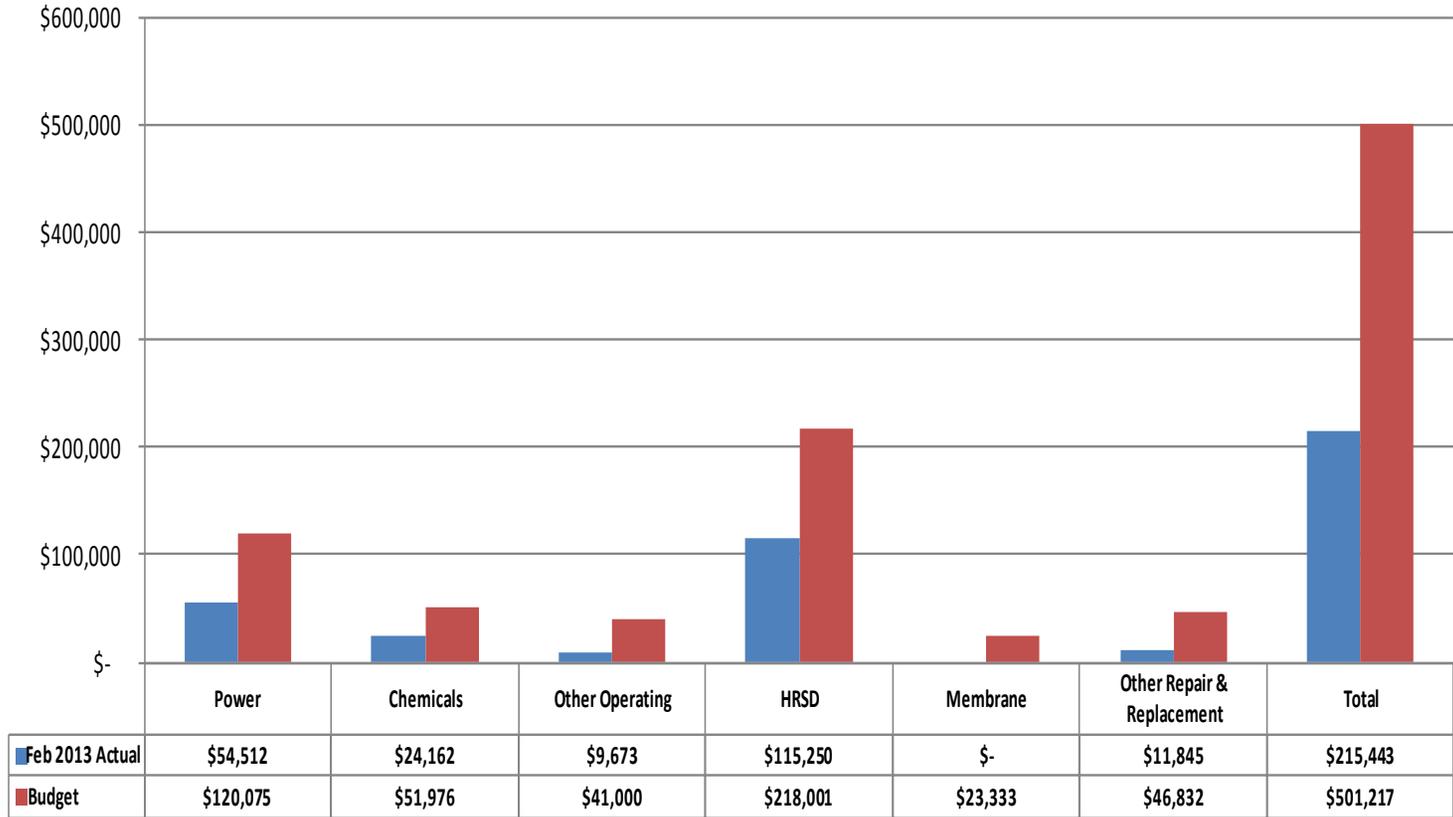
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
◆ Actual 2013	\$227,860	\$60,252	\$193,278	52,399	\$121,766	\$48,512	\$128,235	\$46,145	\$878,448
■ Actual 2012	\$115,583	\$34,598	\$111,780	30,860	\$91,158	\$26,583	\$82,402	\$22,397	\$515,362

FEB YTD Water Charges Compared to Pro-Rated Budget

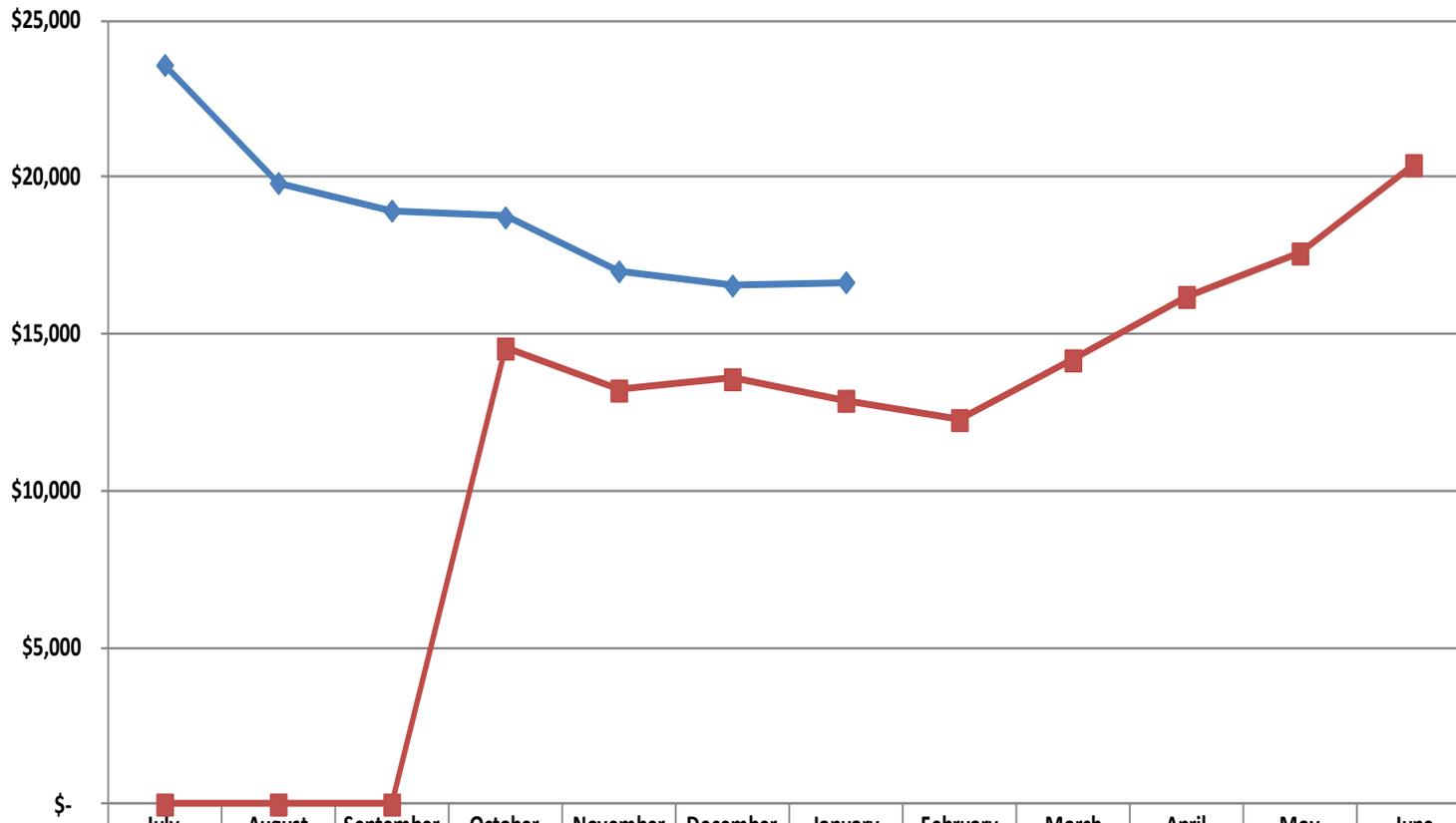


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Actual	\$227,860	\$60,252	\$193,278	52,399	\$121,766	\$48,512	\$128,235	\$46,145	\$878,448
Pro-rated budget	\$202,662	\$60,664	\$195,994	54,110	\$159,834	\$46,609	\$144,482	\$39,271	\$903,626

FEB 2013 YTD RO Expenses by Category



HRSD EXPENSES FOR RO PLANT FY2013 AND FY2012



◆ FY 2013	\$23,596	\$19,829	\$18,947	\$18,732	\$17,014	\$16,558	\$16,665					
■ FY 2012	\$-	\$-	\$-	\$14,550	\$13,207	\$13,571	\$12,883	\$12,268	\$14,173	\$16,196	\$17,580	\$20,399

CASH BALANCES AS OF FEBRUARY 2013					
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	Current Month INTERCO. TRANSFERS	Year end Interco. Transfers	ADJUSTED BALANCES
Water	Farmers Bank	615,935.18	(329,652.25)	(205,048.58)	81,234.35
Water-Debt Service	Farmers Bank	1,379,493.12	36,846.78		1,416,339.90
Water Capital Escrow (availability fees)	TowneBank	253,429.73	10,880.00		264,309.73
Water Treatment Plant Escrow	TowneBank	111,047.89			111,047.89
Water Development Escrow	TowneBank	74,248.78	2,400.00	-	76,648.78
Subtotal Water		2,434,154.70	(279,525.47)	(205,048.58)	1,949,580.65
Sewer	Farmers Bank	318,008.34	(14,886.58)	(325,174.54)	(22,052.78)
Sewer Development Escrow	TowneBank	326,265.71	2,400.00		328,665.71
Sewer Capital Escrow (availability fees)	TowneBank	769,313.32	16,480.00		785,793.32
Sewer Compliance	Farmers Bank	168,777.50	44,945.74		213,723.24
Subtotal Sewer		1,582,364.87	48,939.16	(325,174.54)	1,306,129.49
Highway	Farmers Bank	117,452.49	(140,683.39)	-	(23,230.90)
General Fund	Farmers Bank	1,936,722.61	246,743.70	530,223.12	2,713,689.43
Payroll	Farmers Bank	76,610.90			76,610.90
Money Market-General Fund	TowneBank	2,173.15			2,173.15
Business Super Now-General Fund	Farmers Bank	32,956.20	-		32,956.20
Money Market-General Fund	Farmers Bank	287,511.71			287,511.71
General Fund Capital Escrow Account	TowneBank	213,374.92	-		213,374.92
Certificate of Deposit	Farmers Bank	525,563.57	-		525,563.57
Certificate of Deposit-Police Dept	Farmers Bank	36,488.07			36,488.07
Special Project Account (Pinewood)	Farmers Bank	19,889.91	124,526.00	-	144,415.91
Pinewood Heights Escrow	Farmers Bank	33,663.04			33,663.04
S. Church Street Account	TowneBank	42,587.28	-		42,587.28
Subtotal General Fund		3,207,541.36	371,269.70	530,223.12	4,109,034.18
Beautification Fund	Farmers Bank	7,817.64			7,817.64
Money Market-Beautification	Farmers Bank	61,075.51			61,075.51
		68,893.15			68,893.15
		-			-

TOTAL ALL FUNDS		7,410,406.57	0.00	-	7,410,406.57
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REW Corporation
3708 Adams Street
Suite E
Portsmouth VA 23703
757-686-0800
License: 2701 033089A

Contract Invoice

Invoice#: 982-11-6-3
Date: 02/14/2013

Billed To: Town of Smithfield
P.O. Box 246
Smithfield VA 23430

Project: PH II RADIOS
P.O. Box 246
Smithfield VA 23431

Due Date: 03/14/2013

Terms: Net 30 Days

Order#

Description	Amount
-------------	--------

FINAL - Progress Billing# 3	34,061.52
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Completed installation and wiring of new radios, commission new radio system, adjust antennas, ground antennas at the following pump stations: Church Square Pump Station Remote RTU, St. Andrews Pump Station Remote RTU, and Jordan Pump Station Remote RTU and connected them to the new system at the Water Treatment Plant per Jessie Snead.

Total Contract Amount:	\$158,953.69
Less Previous Billings:	124,892.17
Total Due this Billing:	34,061.52

Remaining Balance:	\$ 0.00
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Notes:

VENDOR # _____
ACCOUNT # _____
DEPT HEAD W.S.H.
TOWN MANAGER Phyllis

A service charge of 18 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your business and prompt payment!

Non-Taxable Amount:	34,061.52
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	34,061.52

Phyllis



Pat Welling
Vice President

U S Bank
EX-VA-URIT
Two James Center
1021 E. Cary St., Suite 1850
Richmond, Va. 23219
Tel 804-771-7933
Fax 804.771-7941

February 25, 2013

Ms. Ellen D. Minga
Town Treasurer
Town of Smithfield
310 Institute Street
P. O. Box 246
Smithfield, VA 23431

Subject: Semi-Annual Payment Amount:
\$1,745,000 General Obligation Refunding Bond, Series 2004A

Dear Ms. Minga:

Your principal and/or interest payment related to the referenced bond issue will be due on: April 1, 2013

Interest	\$25,723.13
Principal	\$0.00
Pro-rata Trustee fees	\$0.00
Total	\$25,723.13

4.004-42070-9001 21350.20
 4.005-42060-9000 4372.93

Payments should be made payable to U S Bank on or before the due date, as follows:

<u>Wire Instructions:</u>	<u>Checks - First Class Mail - Lockbox:</u>	<u>Checks - Overnight Express Mail</u>
RBK U.S. Bank N.A.	U.S. Bank Operations Center	U.S. Bank Operations Center
ABA 091000022	Attn: Trust Finance Management	Lockbox Services - 12-2699
BNF SE WIRE CLRG	P.O. Box 86	EP-MN-01LB
A/C# A/C 173103781824	Lockbox Services -SDS 12-2699	1200 Energy Park Drive
OBI Pat Welling	Minneapolis, MN 55486-2699	St Paul, MN 55108
Ref Town of Smithfield - 7044574		

Please do not hesitate to call me if you have any questions or if I can be of any assistance.

Very truly yours,

Pat Welling
Vice President

VENDOR # _____
 ACCOUNT # _____
 TOWN HEAD _____
 TOWN MANAGER _____

CC: Virginia Resources Authority

Project Number	PROJECT DESCRIPTION	Council Priority	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	Estimated Project Total
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Project Numbers in bold have notes on next page

GENERAL FUND:

1 A	Pinewood Heights Subdivision Relocation (Grant Project)	M/CO	688,340	419,015	419,015			1,526,370
1 B	YMCA Expansion *	M/CO	50,000	50,000	50,000	50,000	50,000	250,000
1 C	Police Vehicles and Equipment	C	101,700	101,700	101,700	101,700	101,700	508,500
1 D	Public Works Vehicles and Equipment	C	5,000	25,000	5,000	15,000	5,000	55,000
1 E	Public Works Work Order System	C	6,250					6,250
1 F	Public Works Security Gate	C	2,625					2,625
1 G	Public Buildings Improvements	C	7,000	150,000				157,000
1 H	Geographic Information System and Mapping Program	D	12,000					12,000
1 I	Computer Equipment Technology Plan and Upgrades	D	137,650	52,000	30,000	30,000	30,000	279,650
1 J	Smithfield Center Upgrades	D	18,000	10,000				28,000
1 K	James / Washington Street Property Improvements	D	5,000					5,000
1 L	Pinewood Heights - Stormwater Management	D	75,000					75,000
1 M	Smithfield Volunteer Fire Department Rescue Truck	C	10,000	10,000				20,000
Subtotal			1,118,565	817,715	605,715	196,700	186,700	\$ 2,925,395

2 A	GENERAL FUND: PUBLIC PARK IMPROVEMENTS (Clontz Park, Tot Lots, Waterworks Lake)		25,000	50,000				75,000
2 B	WINDSOR CASTLE PARK:							
2 C	Playground Area	D		350,000				350,000
2 D	Maintenance - Outbuildings	C	100,000	50,000	50,000	50,000		250,000
2 E	Public Restrooms	D		200,000				200,000
2 F	Public Works Vehicles and Equipment	C		5,000		5,000		10,000
2 G	Community Garden	D			25,000			25,000
2 H	Recreation Complex	D	25,000	25,000	25,000	25,000	25,000	125,000
Subtotal			150,000	680,000	100,000	80,000	25,000	\$ 1,035,000.00

HIGHWAY FUND:

3 A	Public Works Vehicles and Equipment	C	10,000	30,000	10,000	30,000	10,000	90,000
3 B	Public Works Security Gate	C	2,625					2,625
3 C	Entrance Corridor Beautification Program - Sign Replacement	D	5,000	5,000	5,000	5,000	5,000	25,000
3 D	Battery Park Road Widening - Proffers	D					4,000,000	4,000,000
3 E	Public Works Work Order System	C	6,250					6,250
3 F	Great Springs Road - Sidewalk (Main Street to Quail St.)	D		100,000				100,000
3 G	Pinewood Heights - Stormwater Drainage	D	100,000					100,000
3 H	South Church Street Sidewalk /Trail Linkage (Bridge to Battery Park Road)	D			1,200,000			1,200,000
Subtotal			123,875	135,000	1,215,000	35,000	4,015,000	\$ 5,523,875

WATER FUND:

4 A	Municipal Water Storage Tank and Supply - RO Treatment Plant	M/CO			50,200	50,200	50,200	150,600
4 B	Water System Improvements - Hydrants and Tie Ins	C	50,000	50,000	50,000	50,000	50,000	250,000
4 C	Security Gate (Water Treatment Plant AND 1/4 of Shop)	C	11,625					11,625
4 D	Water and Sewer Master Plan	C	56,250					56,250
4 E	Utility Meters & Miscellaneous Utility Equipment	D	25,000	10,000	10,000	10,000	10,000	65,000
4 F	Water Line Replacement (Cypress Creek Bridge)	C	110,000	110,000	110,000			330,000
4 G	Public Works Work Order System	C	6,250					6,250
4 H	Water Treatment Plant - Concentrate Pump	C		80,000				80,000
4 I	Public Works Vehicles & Equipment	C	10,000	30,000	10,000	30,000	10,000	90,000
Subtotal			269,125	280,000	230,200	140,200	120,200	\$ 1,039,725

Project Number	PROJECT DESCRIPTION	Council Priority	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	Estimated Project Total
SEWER FUND:								
5 A	Sanitary Sewer Overflow Consent Order	M/CO	325,000	325,000	675,000	475,000	325,000	2,125,000
5 B	Public Works Work Order System	C	6,250					6,250
5 C	Public Works Security Gate	C	2,625					2,625
5 D	Water and Sewer Master Plan	C	56,250					56,250
5 E	Public Works Vehicles & Equipment	C	10,000	30,000	10,000	30,000	10,000	90,000
5 F	Pump Station Upgrades - (Crescent, Cypress Creek, Main Street)	C	100,000		100,000		100,000	300,000
5 G	Pump Station Upgrades - SE Quadrant (Cost Share w/ Developer)	D		370,000				370,000
	Subtotal		500,125	725,000	785,000	505,000	435,000	\$ 2,950,125
	Total CIP Projects		2,161,690	2,637,715	2,935,915	956,900	4,781,900	\$ 13,474,120

LEGEND: COUNCIL PRIORITIZATION

M/CO = Mandated or Committed

C = Critical

D = Desirable

DEF = Deferred

Project Explanation

1A	FY13/14-remainder of Phase II, MY1; FY 14/15, 15/16-Phase II, MY2
1 B	Initial 10 year commitment ended FY 2010-2011, Second 10 year commitment begins 2011-2012
1 D	FY 14/15 - includes purchase of backhoe - split 5 ways / FY 16/17 - Dump Truck
1 E	Split 4 ways - includes additional \$9000 for pre-installation customization, training, extra modules if needed
1 F	Split 4 ways
1 G	\$150,000 SPD Evidence Building - \$5500 for Town Hall windows , \$1500-Treasurer's Office
1H	Purchase of a Full Sheet Plan Scanner
1I	FY13/14-\$130,000 Treasurer's office computer conversion (30,000 per FY afterwards), \$7,650 DOCSTAR server; FY14/15 \$22,000 PD phone system
1 J	FY 14/15 and 15/16 - audiovisual equipment, FY 15/16 - deck replacement
1 K	Habitat for Humanity
2 A	FY 14/15 - \$8000 for playground repairs, \$17,000 per year for dam grant, \$25,000 FY 14/15 to replace deck at Clontz Park
2 H	\$200,00 Total - \$25,000 per FY for next 8 years
3 F	VDOT - Revenue Sharing 50/50
3 G	VDOT - Revenue Sharing 50/50
4 E	Upgrade handhelds
4 H	Bypass pump for concentrate room - critical if pumps fail cannot produce water
5 A	ALL YEARS - \$225,000 Operation and Management (required per MOM Program), \$100,000 - REHAB Management - dependent upon results of regionalization
5 A	FY 15/16 - Dependent upon regionalization study results - additional \$200,000 odor control for Crescent Pump Station and \$150,000 Flow Monitoring Upgrades
5 A	FY 16/17 - Dependent upon regionalization study results - additional \$150,000 for Flow Monitoring Upgrades

DATE MARCH 25, 2013
TO SMITHFIELD TOWN COUNCIL- PUBLIC WORKS COMMITTEE
FROM WILLIAM T. HOPKINS, III
DIR. OF PLANNING, ENGINEERING, & PUBLIC WORKS
SUBJECT STREET MAINTENANCE CONTRACT

Each year the town engages the services of a street maintenance contractor. The town had a contract with The Blair Brothers for the 2012/2013 fiscal year and the town reserves the right to renew the contract one additional year. The current contract will expire April 7, 2013.

The street maintenance contract includes (but not limited to) the following type of work:

Sidewalk Repairs and traffic controls as required.

Clearing and grading roadway and outfall ditches which include seeding and erosion & sedimentation controls, i.e. silt fence, straw bales, etc. Traffic controls as required.

Road Repairs and patching which includes traffic controls.

Road Overlay with 1 ½ to 2 inches of SM2-9.5 A asphalt. Traffic controls as required.

Staff has been pleased with their work and therefore we are recommending that this contract be extended one additional year. Contract terms will remain the same.



TOWN OF SMITHFIELD

"The Ham Capital of the World"

March 22, 2013

TO SMITHFIELD TOWN COUNCIL PUBLIC WORKS COMMITTEE
FROM PETER M. STEPHENSON, TOWN MANAGER *PETER*
SUBJECT STREET MAINTENANCE PROPOSALS FROM BLAIR BROTHERS

Please find attached five separate proposals from Blair Brothers as requested by Town Engineer Wayne Griffin, totaling \$166,287. These are the priority items that staff would like to have performed with remaining Highway Funds available to expend through the end of this fiscal year. At this time staff is recommending council authorization to accept these proposals, and payment will not be made until after the work is completed.

At the meeting Wayne will provide you all an oral overview and GIS mapping of street maintenance work that has been performed throughout town over the past several years. He will share his strategy for continuing to make best use of our limited annual state maintenance funds over the next several years. Thank you.

TOWN MANAGER'S OFFICE

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



Proposal

10334

THE BLAIR BROS., INC.

P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
Phone: (757) 538-1696 FAX: (757) 538-0714

www.theblairbros.com

SWaM certification number 664748



TO Town Of Smithfield Attn. Mr. Wayne Griffin 310 Institute Street Smithfield VA 23430	PHONE (757)357-4200	DATE 2/14/2013
	JOB NAME / LOCATION Streetprint on Church Street	
	FAX # (757) 357-9933	JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish all labor, materials and equipment to install three (3) Streetprint crosswalks on Church Street. Two (2) of the crosswalks are near Smithfield Station and one (1) crosswalk is located at the intersection of Church Street and Luter Drive.

Scope:

1. Print each crosswalk using the herringbone pattern.
2. Install three (3) coats of Streetprint Color Bond on each crosswalk.
3. Install sealer on each crosswalk.
4. Provide traffic control for our work.

Total Proposed Sum: \$15,255.00

Proposal Prepared by Aaron Ketchum

The Proposal hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: Fifteen Thousand Two Hundred Fifty Five and 00/100 Dollars dollars (\$) 15,255.00)-

Payment to be made as follows:

Net 30 days from date of Invoice. 2% service charge after 30 days. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

This Proposal, when accepted, confirms the agreement between the Customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved by both parties. If full payment is not made within thirty days of the date of invoice or upon previously agreed date, as per terms above, then a late charge of 2% per month will be placed on the balance outstanding. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is made with a credit card, a convenience fee will be added.

Signature _____

Date of Acceptance: _____

Signature _____



Proposal

10346

THE BLAIR BROS., INC.

P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
Phone: (757) 538-1696 FAX: (757) 538-0714

www.theblairbros.com

SWaM certification number 664748



TO Town Of Smithfield
Attn. Mr. Wayne Griffin
310 Institute Street
Smithfield VA 23430

PHONE
(757)357-4200

DATE
2/26/2013

JOB NAME / LOCATION
Lane Crescent - Mill & Overlay

FAX #
(757) 357-9933

JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish all materials, labor and equipment to accomplish the following to mill and overlay Lane Crescent from where it ties into Kendall Haven, North East, to the joint in the existing asphalt (approximately 680 linear feet).

1. Mill and haul off site approximately 260 tons at an average of 2.5". Mill tie downs at Kendall Haven and at existing joint.
2. Clean street with tractor broom in preparation for asphalt pavement.
3. Install approximately 260 tons of SM9.SA asphalt at an average of 2.5".
4. Provide traffic control.

Total Proposed Sum: \$29,980.00

Notes:

1. LIQUID ASPHALT CLAUSE: This quote must become part of any contract drawn up from its content. Liquid asphalt (AC) at the time of this quote is \$551.25 per ton. At the time of asphalt installation the total price shall be adjusted per the cost per ton of AC at that time.
2. See ATTACHMENT 1 for additional notes to be considered a part of any contract resulting from this proposal.

Proposal Prepared by Lee Rogers, III

~~The~~ **We** propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Twenty Nine Thousand Nine Hundred Eighty and 00/100 Dollars

dollars (\$ 29,980.00).

Payment to be made as follows:

Net 30 days from date of invoice. 2% service charge after 30 days. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

This Proposal, when accepted, confirms the agreement between the Customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved by both parties. If full payment is not made within thirty days of the date of invoice or upon previously agreed date, as per terms above, then a late charge of 2% per month will be placed on the balance outstanding. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within

30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is made with a credit card, a convenience fee will be added.

Signature _____

Date of Acceptance: _____

Signature _____



Proposal

10371

THE BLAIR BROS., INC.

P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
Phone: (757) 538-1696 FAX: (757) 538-0714

www.theblairbros.com

SWaM certification number 664748



TO Town Of Smithfield Attn. Mr. Wayne Griffin 310 Institute Street Smithfield VA 23430	PHONE (757)357-4200	DATE 3/15/2013
	JOB NAME / LOCATION Sherwood Lane (REVISED)	
	FAX #	JOB PHONE

We hereby submit specifications and estimates for:

We submit the following proposal for Sherwood Lane.

1. Mill approximately 6' wide and 1-1/2" deep the total length of the curb.
2. Clean and Tack.
3. Install risers provided by the Town.
4. Overlay with average 2" intermediate asphalt.

TOTAL SUM : \$33,422.00

LIQUID ASPHALT CLAUSE: This quote must become part of any contract drawn up from its content. Liquid asphalt (AC) at the time of this quote is \$551.25 per ton. At the time of asphalt installation the total price shall be adjusted per the cost per ton of AC at that time.

Proposal prepared by Lee Rogers, III

The Proposal hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
Thirty Three Thousand Four Hundred Twenty Two and 00/100 Dollars dollars (\$) 33,422.00

Payment to be made as follows:

Net 30 days from date of invoice. 2% service charge after 30 days. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

This Proposal, when accepted, confirms the agreement between the Customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved by both parties. If full payment is not made within thirty days of the date of invoice or upon previously agreed date, as per terms above, then a late charge of 2% per month will be placed on the balance outstanding. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within

30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is made with a credit card, a convenience fee will be added.

Signature _____

Date of Acceptance: _____

Signature _____



Proposal

10370

THE BLAIR BROS., INC.

P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
Phone: (757) 538-1696 FAX: (757) 538-0714

www.theblairbros.com

SWaM certification number 664748



TO Town Of Smithfield Attn. Mr. Wayne Griffin 310 Institute Street Smithfield VA 23430	PHONE (757)357-4200	DATE 3/15/2013
	JOB NAME / LOCATION Barclay Crescent (Straight) (REVISED)	
	FAX #	JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish all labor, equipment and materials to accomplish the following:

1. Mill and clean up 80 linear feet of tie-down.
2. Clip and pick up.
3. Mill in front of 10 each concrete driveways for tie-downs.
4. Allowance of 6 tons for scratch.
5. Install an average 2" IM-19 asphalt, approximately 3,175 square yards.

Total Sum: \$41,287.00

LIQUID ASPHALT CLAUSE: This quote must become part of any contract drawn up from its content. Liquid Asphalt (AC) at the time of this quote is \$551.25 per ton. At the time of asphalt installation the total price shall be adjusted per the cost per ton of AC at that time.

This proposal prepared by Lee Rogers, III

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
Forty One Thousand Two Hundred Eighty Seven and 00/100 Dollars dollars (\$) 41,287.00

Payment to be made as follows:

Net 30 days from date of invoice. 2% service charge after 30 days. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

This Proposal, when accepted, confirms the agreement between the Customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved by both parties. If full payment is not made within thirty days of the date of invoice or upon previously agreed date, as per terms above, then a late charge of 2% per month will be placed on the balance outstanding. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

Authorized
Signature

Note: This proposal may be
withdrawn by us if not accepted within

30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is made with a credit card, a convenience fee will be added.

Signature _____

Signature _____

Date of Acceptance: _____



Proposal

THE BLAIR BROS., INC.
 P.O. BOX 5413
 SUFFOLK, VIRGINIA 23435
 Phone: (757) 538-1698 FAX: (757) 538-0714

10372

www.theblairbros.com
 SWaM certification number 664748



TO Town Of Smithfield Attn. Mr. Wayne Griffn 310 Institute Street Smithfield VA 23430	PHONE (757)357-4200	DATE 3/15/2013
JOB NAME / LOCATION Ledford Lane (REVISED)		
FAX #		JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish all labor, equipment and materials to accomplish the following:

1. Mill approximately 90 linear feet and clean up.
2. Install four (4) each man hole risers provided by the Town.
3. Mill in front of 13 concrete driveways for tie-in.
4. Clip back and pick up.
5. Approximately Ten (10) tons of scratch.
6. Install an average 2" IM-19 asphalt overlay, approximately 3,216 square yards, approximately 354 tons.
7. Install approximately 40 tons of shoulder stone.

Total Sum: \$46,343.00

LIQUID ASPHALT CLAUSE: This quote must become part of any contract drawn up from its content. Liquid Asphalt (AC) at the time of this quote is \$551.25 per ton. At the time of asphalt installation the total price shall be adjusted per the cost per ton of AC at that time.

This proposal prepared by Lee Rogers, III

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
Forty Six Thousand Three Hundred Forty Three and 00/100 Dollars dollars (\$ **46,343.00**)

Payment to be made as follows:

Net 30 days from date of invoice. 2% service charge after 30 days. The Customer agrees to pay service charges and the cost of collections, including attorney's fees.

This Proposal, when accepted, confirms the agreement between the Customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved by both parties. If full payment is not made within thirty days of the date of invoice or upon previously agreed date, as per terms above, then a late charge of 2% per month will be placed on the balance outstanding. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is made with a credit card, a convenience fee will be added.

Signature _____

Date of Acceptance: _____

Signature _____

DRAFT

THIS AMENDED AGREEMENT, made and entered into this the ___ 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.** Should both parties desire to extend this contract as provided herein, the annual consideration thereafter 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.

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 four (4) 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 fifty (50) 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' 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' vehicles providing service at the Town location.

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.** Further, should both parties desire to extend this contract as provided above, the annual consideration thereafter 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.

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.

7. AVES shall dispose of all recyclables 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 recyclables.

8. 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.

9. This contract is for the collection of all recyclables within the Town of Smithfield from residential, 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, premises receiving recyclables collection.

10. 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 recyclables, 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.

11. 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.

12. Town recognizes the difficulty of ensuring that the Town's pavement or driving surface is adequate to bear the weight of AVES' 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' 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.

18. 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.

WITNESS the following signatures and seals, the Town of Smithfield having caused these presents to be executed by its Town Manager pursuant to a motion of the Town Council of the Town of Smithfield duly adopted on _____, 2013.

ALL VIRGINIA ENVIRONMENTAL SOLUTIONS, INC., a Virginia corporation,

By: _____
S. Dawson Moody, President

TOWN OF SMITHFIELD

By: _____
Peter M. Stephenson, Town Manager



REFUSE & RECYCLING PICK-UP SCHEDULE

EAST SIDE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	WEST SIDE
Aspen Woods		West Side Refuse	East Side Refuse	Call- In Debris Pick-up Day	West Side Recycling	East Side Recycling		Benn's Church Blvd
Battery Park Rd.								Church Street
Croatan Landing								(ALL of Church St)
Deer Run								Covenant Place
John Rolfe Estates		West Side Refuse	East Side Refuse	Call- In Debris Pick-up Day	West Side Recycling	East Side Recycling		Cypress Creek
Moonefield								Evergreen Acres
Moonefield Park								Goose Hill Creek
Moone Plantation		West Side Refuse	East Side Refuse	Call- In Debris Pick-up Day	West Side Recycling	East Side Recycling		Grimesland
Pagan Point								Hearn's Trailer Park
Pinehurst								Historic District
Red Point Heights		West Side Refuse	East Side Refuse	Call- In Debris Pick-up Day	West Side Recycling	East Side Recycling		Jericho Estates
Rising Star								Jersey Park
Scots Landing								Lakeside Heights
Smithfield Forest								Pinewood Heights
Wellington Estates								River Oaks
Willow Oaks								Riverview
Villas								Waterford Oaks

**** Holidays****

New Years Day * Lee-Jackson Day (Friday preceding the 3rd Monday in Jan)
 Memorial Day * Independence Day * Labor Day * Columbus Day * Thanksgiving Day
 Friday after Thanksgiving Day * Christmas Day

Makeup days for refuse collection will be on Wednesday. There are no makeup days for recycling collection. If recycling falls on a holiday, it will be picked up the following week.

If you have any questions or concerns about your refuse & recycling collection or need to call in for debris pickup, please call **AVES/Moody's at 357-9997**. If you need to speak with someone at the Town of Smithfield, please contact Alex Pearson at apearson@smithfieldva.gov or 365-3325.

Off 258
 Route 258
 Route 644

DRAFT

NEWSLETTER ARTICLE

IMPORTANT CHANGES IN RESIDENTIAL REFUSE/RECYCLING COLLECTION SERVICE

The town has renewed the residential refuse and recycling collection contract with Moody's/AVES and beginning July 1, 2013, changes will be made in the schedule and collection frequency in an effort to better serve resident needs.

Both refuse and recycling collection will be picked up **once per week**. For residents on the West Side (refuse collection will remain on Monday's and recycling collection will be on Thursdays). For residents on the East Side (refuse collection will remain on Tuesday's and recycling collection will be on Friday's). All residents will be provided a recycling cart before July 1, 2013. For your convenience, a collection schedule has been provided in this newsletter.

We are also pleased to announce that Debris Pickup will be collected for recycling every Wednesday on a call in basis. Residents must call AVES/Moody's one week prior at 757-357-9997 and provide address if they have debris to be collected. There will be a limit to 10 bags and/or bundles per week. Leaves and yard waste must be placed in clear bags and tied and not exceed 35 pounds each. Limbs and other yard waste not placed in clear bags must be tied and bundled and not exceed 3" diameter or 60" in length.

Wednesday's will also be the holiday make-up day for refuse collection only. If recycling falls on a holiday, it will be picked up on your normal schedule the following week. Holiday's reflect the same schedule as Isle of Wight County's transfer station. As always, the refuse and recycling collection holiday schedule will be advertised in The Times as well as on the town website www.smithfieldva.gov.

Please remember AVES/Moody's provides automated service and all refuse and recycling must be placed inside of the cans and lids must be closed. Orange tags will continue to be placed on carts requiring corrective action. If you have any questions about your service, please contact AVES/Moody's at 757-357-9997.

If you wish to speak with someone at the town about your refuse or recycling service, please contact Sonja Eubank, Public Works Office Manager at 757-365-4200 or seubank@smithfieldva.gov.

MONTHLY PROGRESS REPORT FOR FEBRUARY 2013

Locality: Town of Smithfield

Contract #: 11-10 MY1

Prepared by: Michael Paul Dodson, CFM

Project Name: Pinewood Heights Phase II Contract Completion Date: 03/ 20/2014

Date: 03/15/2013

FINANCIALS

CDBG Contract Amount: \$624,720 Leverage Amount: \$826,755
CDBG Amount Expended: \$124,526 Leverage Amount Expended: \$149,763

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? 01/08/2013 (03/12/2013 cancelled) Next meeting? 05/14/2013

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: Project activities that will occur in the next 30 days include the demolition of 41/42 Carver, the properties have been acquired and secured by the Town. The utility disconnection (VA Power, Town Water lines, Verizon, etc.) has been requested is taking time to finalize. All utilities must be disconnected prior to demolition. Offers for the purchase of 44/45 Carver Street have been accepted by the owners and relocation activities are in full force at this time. A relocation location has been identified for the Coston family (45 Carver) and we are working on the relocation of the Elliot family (44 Carver).

Are problems anticipated? None other than facilitating the acquisition and relocation of current and future owner-occupied households.

Other comments: Interim Compliance Review full completed (grant management and fiscal review) with no finding by E. Boehringer of DHCD.

Project Specific Products:

Owner-Occupied Acquisition (Goal=6)

Owner Occupied Homes					
1) 41 Carver	2) 44 Carver	3) 45 Carver	4) 46 Carver	5) 47 Carver	6) 51 Carver
Preliminary Acquisition Letters Sent <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Appraisals Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Review Appraisals Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Offer to Purchase Letters Sent <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Offers Accepted <u>1</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Properties Closed On <u>1</u>					
1) 41 Carver					

Tenant-Occupied Acquisition (Goal=4)

Tenant Occupied Homes				
1) 42 Carver	2) 43 Carver	3) 48 Carver	4) 40 Carver	
Preliminary Acquisition Letters Sent <u>2</u>				
1) 42 Carver	2) 43 Carver			
Appraisals Completed <u>2</u>				
1) 42 Carver	2) 43 Carver			
Review Appraisals Completed <u>2</u>				
1) 42 Carver	2) 43 Carver			
Offer to Purchase Letters Sent <u>2</u>				
1) 42 Carver	2) 43 Carver			
Offers Accepted <u>2</u>				
1) 42 Carver	2) 43 Carver			
Properties Closed On <u>2</u>				
1) 42 Carver	2) 43 Carver			

Owner-Occupied Relocation (Goal=6)

Owner Occupied Homes					
1) 41 Carver	2) 44 Carver	3) 45 Carver	4) 46 Carver	5) 47 Carver	6) 51 Carver
Household Surveys Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Income Verifications Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			

Eligibility of Relocation Letters Sent 1

1) 41 Carver 2) 44 Carver 3) 45 Carver

Comparable Units Found and Inspected 1

1) 41 Carver 2) 45 Carver

Households Relocated 1

1) 41 Carver

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

Market-Rate Occupied Homes

1) 48 Carver 2) 40 Carver

Household Surveys Completed 0

Income Verifications Completed 0

Eligibility of Relocation Letters Sent 0

Comparable Units Found and Inspected 0

Households Relocated 0

Section 8, Renter-Occupied Relocation (Goal=2)

Section 8 Occupied Homes

1) 42 Carver 2) 43 Carver

Household Surveys Completed 2

1) 42 Carver 2) 43 Carver

Income Verifications Completed 2

1) 42 Carver 2) 43 Carver

Eligibility of Relocation Letters Sent 2

1) 42 Carver 2) 43 Carver

Comparable Units Found and Inspected 2

1) 42 Carver 2) 43 Carver

Households Relocated 2

1) 42 Carver 2) 43 Carver

Demolition (Goal=10)

Units to be Demolished

1) 40 Carver 2) 41 Carver 3) 42 Carver 4) 43 Carver 5) 44 Carver 6) 45 Carver

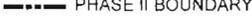
7) 46 Carver 8) 47 Carver 9) 48 Carver 10) 51 Carver

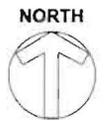
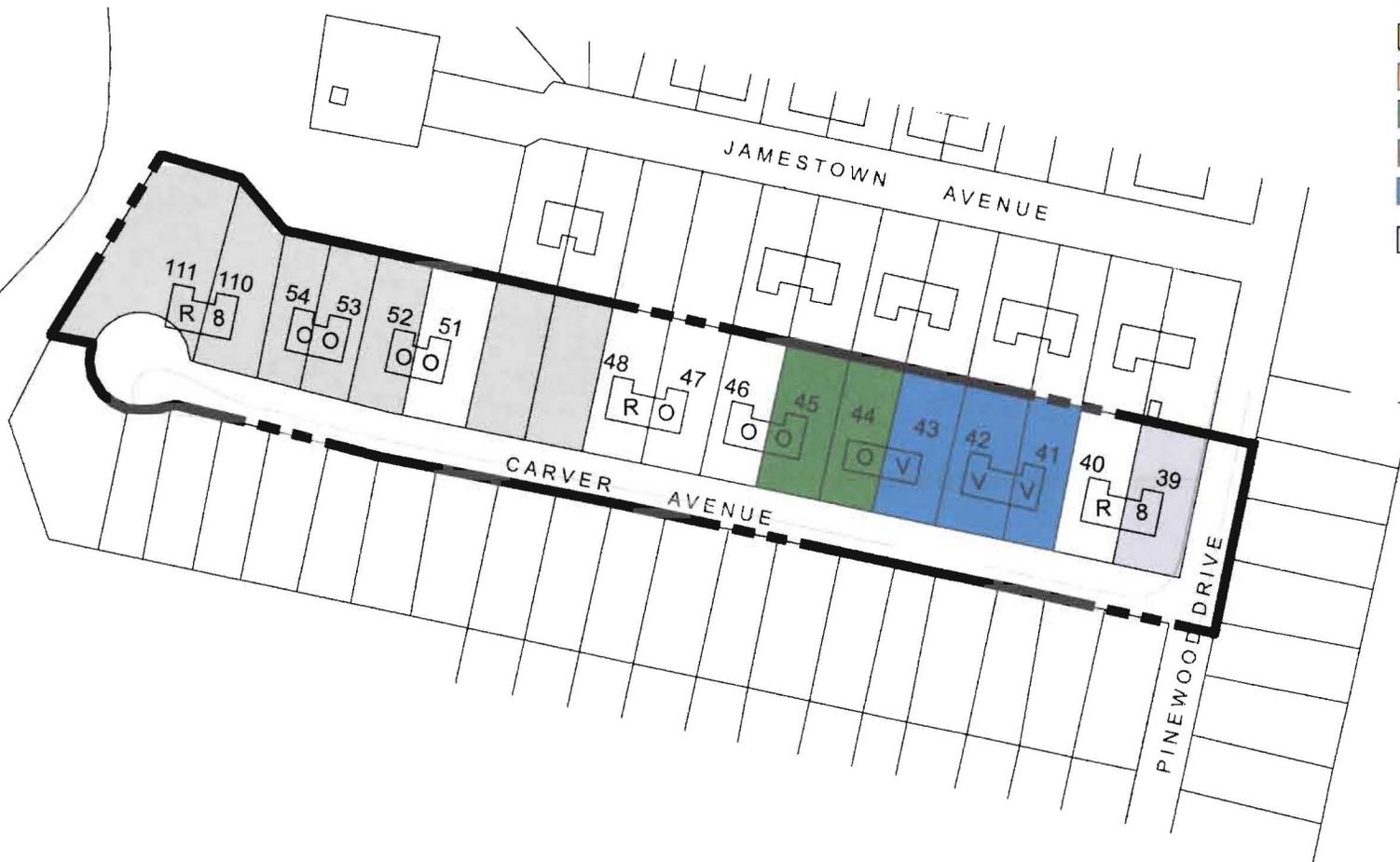
Units that have been Demolished 0

PROJECT STATUS MAP

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

LEGEND

-  PHASE II BOUNDARY
- STATUS:
-  PRELIM ACQ LETTER SENT/RECEIVED
-  APPRAISAL COMPLETE
-  OFFER TO PURCHASE ACCEPTED
-  OFFER TO PURCHASE DECLINED
-  RELOCATION COMPLETE
-  PROPERTIES TO BE ACQUIRED IN MY2
-  OWNER OCCUPIED
-  RENTER OCCUPIED
-  SECTION 8 TENANT



December 17, 2012
COMMUNITY PLANNING PARTNERS, INC.



February 25, 2013

Mr. Peter Stephenson
Manager
Town of Smithfield
911 S. Church Street
Smithfield, VA 23430

Dear Peter:

On behalf of Charter Communications, provided here for review is the draft franchise agreement between the Town of Smithfield, Virginia and Charter Communications VI, LLC, locally known as Charter Communications. Consistent with our discussions, the draft has been modified to include proposed sections (16) Public, Educational, and Governmental (PEG) Channel, (17) PEG Channel Capital Fee, and (18) Service to Certain Facilities.

I look forward to hearing from you regarding these modifications. Many thanks.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Corrin'.

Jim Corrin
Director of Government Relations

cc: Suzanne Curtis – Vice President, Assistant General Counsel, Charter Communications

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the **Town of Smithfield**, hereinafter referred to as the “Grantor” and Charter Communications VI, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. **Definitions:**

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Service Area” shall mean the geographic boundaries of the Grantor.
- e. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- f. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of *five (5)* years from such effective date, unless either

party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. Use of the Streets and Dedicated Easements.

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

6. Service.

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the

date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible.

- b. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section.

Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

- 9. Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

10. Confidentiality. If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. Notices, Miscellaneous.

a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Town of Smithfield
911 S. Church Street
Smithfield, VA 23430
Attention: Town Manager

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Attention: Charter Communications
2 Digital Place
Simpsonville, SC 29681
Attention: Director of Government Relations

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Corporate Legal & Government Affairs

b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.

c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.

d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
13. **Communications Sales and Use Tax.** The Grantee shall comply with the terms of 2006 Virginia House Bill 568.
14. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire or be extended in accordance with Section 3 of this Franchise.
15. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties.
16. **Public, Educational, and Governmental (PEG) Channel.**
 - a. Grantee shall provide one (1) channel on the Cable System for use by the Grantor for non-commercial public, educational and governmental ("PEG") access programming use. The Grantor or its designee shall assume responsibility for management, operation, and programming of such channel subject to applicable federal and State law.
 - b. If the Grantor substantially utilizes its initial PEG channel provided in Section 16(a), it may by ordinance, after a public hearing to ascertain community need, and by notice to the Grantee as set forth in Section 11, require one (1) additional PEG channel. For purposes of this subdivision, an initial PEG channel shall be considered "substantially utilized" when its content consists of locally produced, non-duplicative, non-automated (or character-generated) programming on a continuous basis for at least six (6) consecutive weeks exceeding an average of seventy percent (70%) of all viewable hours, Any such ordinance must apply equally to all providers of Cable Service and/or video service providers within the Service Area.
 - c. The additional PEG channel provided pursuant to such an ordinance that is not substantially utilized by the Grantor, as defined in Section 16(b), shall no longer be made available to the Grantor, but may be programmed at the Grantee's discretion. At such time as the Grantor can provide written certification to the Grantee of a schedule that meets the substantially utilized definition, the Grantee shall restore the previously allocated channel.

17. PEG Channel Capital Fee.

- a. Grantee shall pay Grantor a quarterly recurring PEG capital fee to reimburse Grantor for capital costs it incurs for the purchase of PEG access equipment, facilities and for other lawful purposes. This amount shall be not less than ten cents (\$0.10) per basic customer per month during the term of the Franchise. The initial PEG capital fee payment shall be made no later than sixty (60) days from the effective date of the Franchise, and thereafter on a calendar quarter basis no later than forty-five (45) days after the end of the calendar quarter.
- b. The Grantor will be responsible for installing, operating, maintaining, and replacing all PEG related equipment purchased. As provided under federal law, PEG capital fee funds shall not be used for operating costs. The Grantor shall provide to Grantee copies of invoices of capital purchases no later than thirty (30) days after the Grantor's receipt of the invoice. Said copy of the invoice shall be provided to Grantee in the manner specified in Section 11.

18. Service to Certain Facilities.

- a. Upon the request of the Grantor, by written notice to the Grantee as required in Section 11, and subject to the conditions in Section 18(b) and 18(c), the Grantee shall provide, without charge, for connection or service, one (1) complimentary connection activated for Limited Basic Cable Service to one (1) location within the Grantee's Service Area. Any services and equipment to this location other than Limited Basic Cable Service will be charged at Grantee's prevailing commercial prices, including appropriate fees and taxes, Service to this location will be activated within ten (10) calendar days after receipt by the Grantee of notice from the Grantor requesting service, subject to the provisions of Section 18(b) and 18(c).
- b. The Grantee shall be required to make one (1) standard installation at one (1) point reasonably convenient to use at a location specified by the Grantor pursuant to Section 18(a) and shall not be required to wire the entire building or facility at that location or to provide more than one (1) outlet on a complimentary basis.
- c. The Limited Basic Cable Service provided pursuant to Section 18(a) shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any inappropriate use of the Cable System that results in loss or damage to the Grantee, The Grantee shall not be required to provide a connection of service if a distance of more than one hundred twenty-five (125) feet (a "standard installation" or "standard drop") exists from the Grantee's terminating service point to the requested location until the Grantor pays in advance the cost of any plant extension or construction necessary to permit a standard installation.

Considered and approved this ____ day of _____, 2013

Town of Smithfield, Virginia

Signature: _____

Name: _____

Title: _____

Accepted by Town of Smithfield this ____ day of _____, 2013, subject to applicable federal, state and local law.

CC VI, locally known as CHARTER COMMUNICATIONS

Signature: _____

Name: Robert E. Quicksilver

Title: EVP, Chief Admin Officer

Date: _____