

AMENDED SERVICE AGREEMENT

THIS AGREEMENT, made this _____ day of August, 2008, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision, (the "County"), and the **STONY POINT VOLUNTEER FIRE COMPANY, INC.**, a Virginia Corporation, (the "Fire Company").

WHEREAS, the Fire Company agrees to continue to provide valuable fire suppression services in Albemarle County in its delineated service area as set forth on the Response Area Maps located at the Emergency Communications Center ("Service Area"); and

WHEREAS, the Fire Company and the County entered into an Agreement dated May 7, 2007, whereby the County agreed to contribute Two Hundred Fifteen Thousand Seven Hundred Fifty Dollars (\$215,750.00) to provide for renovations and improvements to the building and property located at 3827 Stony Point Road, Charlottesville, Virginia (County Tax Map 48 Parcel 18D) that are necessary to provide fire suppression services; and

WHEREAS, after the receipt of the bids for this project, the cost of the renovations and improvements, inclusive of A&E fees for construction phase services, has been adjusted to One Hundred Fifty Two Thousand Dollars (\$152,000.00); and

WHEREAS, pursuant to the agreed repayment terms the Fire Company repaid Seventeen Thousand Nine Hundred Eighty Dollars (\$17,980.00) in July 2007 but desires to amend the repayment terms to address the reduced loan amount and cash flow issues of the Fire Company in subsequent years.

NOW, THEREFORE, for and in consideration of the above stated premises, the County and Fire Company agree, as follows:

1. The Fire Company agrees that it will pay to the County Twelve Thousand One Hundred Eighty Four Dollars (\$12,184.00) on or before November 15th each November of 2008 through 2017 and Twelve Thousand One Hundred Eighty Dollars (\$12,180.00) on or before November 15, 2018. Thus at the end of twelve (12) years, including the 2007 repayment already received, a total of \$152,000.00 shall be repaid.
2. This Amended Service Agreement amends only Paragraph 2 of the Service Agreement dated May 7, 2007, attached hereto as Attachment 1 and incorporated by reference. All other terms and conditions of the Service Agreement remain in full force and effect and are reincorporated herein by reference.

Witness the following signatures and seals:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Robert W. Tucker, Jr., County Executive

_____ Date

STONY POINT VOLUNTEER FIRE COMPANY, INC.

By: [Signature]
JOHN C. VERMILION JR. PRESIDENT
SPVFC

8/2/08
_____ Date

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing Service Agreement was signed, sworn to and acknowledged before me this
_____ day of _____, 2008 by Robert W. Tucker, Jr.

Notary Public

My Commission Expires: _____

My Registration No.: _____

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

JH The foregoing Service Agreement was signed, sworn to and acknowledged before me this
day of August, 2008 by John C. Vermilion, Jr.

[Signature]
Notary Public

My Commission Expires: 5-31-2009

My Registration No.: 308283

JUDY H. MARTIN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 308283
My Commission Expires May 31, 2009

Approved as to Form:

County Attorney

SERVICE AGREEMENT

THIS AGREEMENT, made this 7th day of May, 2007, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision, (the "County"), and the **STONY POINT VOLUNTEER FIRE COMPANY, INC.**, a Virginia Corporation, (the "Fire Company").

WHEREAS, the Fire Company agrees to continue to provide valuable fire suppression services in Albemarle County in its delineated service area as set forth on the Response Area Maps located at the Emergency Communications Center ("Service Area"); and

WHEREAS, the Fire Company desires the County to contribute Two Hundred Fifteen Thousand Seven Hundred Fifty Dollars (\$215,750.00) to provide for renovations and improvements to their building and property located at 3827 Stony Point Road, Charlottesville, Virginia (County Tax Map 48 Parcel 18D) that are necessary to provide fire suppression services.

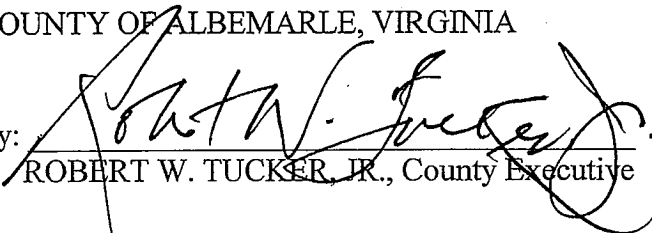
NOW, THEREFORE, for and in consideration of the above stated premises, the County and Fire Company agree, as follows:

1. The County shall contribute to the Fire Company Two Hundred Fifteen Thousand Seven Hundred Fifty Dollars (\$215,750.00) to be used to fund building improvements as identified in Attachment A of this agreement. The funds shall be allocated from the County's Capital Improvements Fund and will be appropriated to a County budget code dedicated to these projects. The County will work with the Fire Company to procure and manage the projects as stated in the Volunteer Fire Rescue Building Maintenance Funding Policy (Attachment B).
2. The Fire Company agrees that the County will withhold Seventeen Thousand Nine Hundred Eighty Dollars (\$17,980.00) from the County's annual appropriation to the Fire Company's operating budget beginning July 2007 through July 2017 and Seventeen Thousand Nine Hundred Seventy Dollars (\$17,970.00) in July 2018. Thus at the end of twelve (12) years, which is the term of this Agreement, a total of \$215,750.00 shall be withheld. The Fire Company agrees that any amount of this repayment that may exceed the County's annual appropriation will be remitted to the County no later than July 31 of each repayment year.

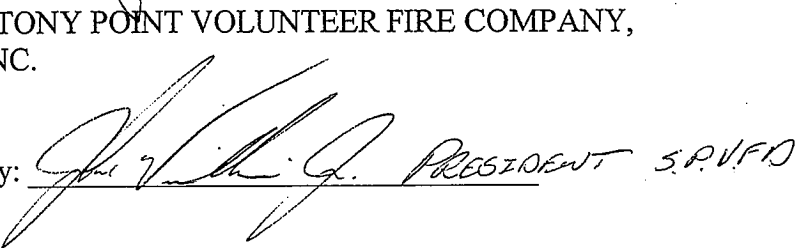
3. The Fire Company agrees that it shall not convey any of the improved property or any interest therein to any party other than the County without the County's prior written consent during the term of this Service Agreement. In addition, the Fire Company agrees that any insurance proceeds received from a claim related to any damage to the property shall be used entirely for the immediate repair and improvement of the property unless the County expressly authorizes in writing a different use for such funds.
4. The Fire Company agrees that at such time as it no longer provides volunteer fire suppression in Albemarle County while operating under the jurisdiction of the County that it shall convey all of its interest in the property to the County at no additional cost to the County upon the County's request.
5. Nothing contained herein shall be construed to prevent additional appropriations by the County to the Fire Company, at the discretion of the County Board of Supervisors, to support, enhance, or augment the services to be provided by the Fire Company.

Witness the following signatures and seals:

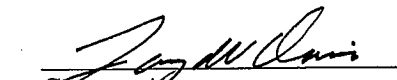
07 MAY 07
Date

COUNTY OF ALBEMARLE, VIRGINIA
By: 
ROBERT W. TUCKER, JR., County Executive

3/28/07
Date

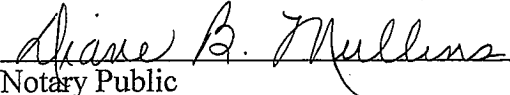
STONY POINT VOLUNTEER FIRE COMPANY,
INC.
By:  PRESIDENT S.P.V.F.D.

Approved as to Form:


County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Service Agreement was signed, sworn to and acknowledged before me this 7th day of May, 2007 by Robert W. Tucker, Jr.


Notary Public

My Commission Expires: June 30, 2009

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing Service Agreement was signed, sworn to and acknowledged before me this 28 day of MARCH, 2007 by
John Vermillion JR


Notary Public

My Commission Expires: JAN 31, 2008

Attachment A

Stony Point Volunteer Fire Company, Inc.

Projects to be funded with Service Agreement Proceeds:

Remodel of bunk rooms	\$ 75,000
Toilet and laundry facilities	\$ 13,500
Expand/remodel kitchen	\$ 26,250
Renovate meeting/training room	\$ 26,000
Storage building	<u>\$ 75,000</u>
Total	\$ 215,750

Volunteer Fire Rescue Building Maintenance Funding Policy

1. Purpose

The purpose of this policy is to assist volunteer fire and rescue stations that do not have the financial means to fund building repairs and minor building renovations.

2. Volunteer Station financial assessment

The intent of the policy is to provide financial assistance to volunteer stations that do not have the financial means to fund building repairs and minor building renovation projects. Therefore, a volunteer station requesting assistance will need to show that the station is unable to independently fund the project. Determining financial hardship requires that the station disclose the Company's financial statements (balance sheet and income statement – see example at end of document) to help demonstrate the station's financial need.

3. Qualified projects

Building repairs and minor building renovation projects that help maintain the current facility shall be qualified for consideration. Projects beyond this scope will be addressed on a case by case basis through the normal CIP process.

4. Five year building assessment to determine future expenditures

4.1. Stations requesting financial assistance must conduct a five year assessment of their building to determine the long term maintenance needs. The five year assessment should include a projected and prioritized list of building repairs/renovations, a cost estimate per repair/renovation, and a narrative outlining the justification for each repair/renovation.

**North River VFD
Major Building Repairs**

Priority	Project type	FY06/07	FY07/08	FY08/09	FY09/10	FY10/11
High	Roof repair	30,000				
Medium	HVAC replacement			15,000		
Medium	Bunk room renovation					5,000
	Total	30,000	-	15,000	-	5,000

4.2. County staff will work with volunteer staff to assess the projects to help determine needs, eligibility and timing.

5. Funding Assistance

5.1. Financial assistance shall be provided through a no-interest loan with a five to ten year payback period. In cases of extreme financial hardship, a grant may be considered.

5.2. A volunteer station receiving a no-interest loan will work with County staff to develop a financial plan to ensure that the loan will be paid in full over time. The plan will be reviewed and approved by the Office of Management and Budget (OMB) before financial assistance is provided.

6. Other requirements

6.1. Volunteer stations that qualify according to this policy shall submit a request to the Company of Fire Rescue by August 1 in preparation for the next fiscal year budget process.

6.2. Approved projects will be procured and completed according to current County policies and procedures

Station name: North River VFD

Period ending: June 30, 2005

Assets		Liabilities	
Beginning Cash Balance		Balance of open accounts	\$ 5,000
Available cash on hand/checking account	\$ 5,000	Notes on mortgages owed	\$ -
Real Estate		Other indebtedness/obligations	Explain in narrative \$ -
Building/land @ market value	\$ 100,000		
Investments			
CDs, stock, bonds, savings, etc.	\$ 15,000		
Equipment, Vehicles, etc.			
Equipment not purchased through CIP	\$ 30,000		
Restricted Funds			
Explain in narrative	\$ -		
	Total Assets		Total Liabilities
	\$ 150,000		\$ 5,000
	Net Worth		
	\$ 145,000		
	total assets minus total liabilities		

Receipts/Revenue		Expenditures	
County contribution	\$ 100,000	Operational expenses	\$100,000
Donations, contribution, bequests, etc.	\$ 5,000	Capital expenditures	\$ -
Fund raising	\$ 15,000	Other (include transfers to asset accounts)	\$ -
Interest and dividends	\$ 2,000	Non-operational expenses (i.e. - fund raising costs)	\$ 5,000
Grants	\$ 1,000		
Other income/revenue	\$ -		
	Total receipts/revenue		Total expenditures
	\$ 123,000		\$105,000
			Cash increase/decrease (receipts minus expenditures)
			\$ 18,000