

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 19TH DAY OF JULY, NINETEEN HUNDRED NINETY-THREE, AT 8:18 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

- David L. Sisk, Chairman
- Perry M. DePue, Vice Chairman
- Jack D. Edwards
- Judith N. Knudson
- Stewart U. Taylor

- David B. Norman, Secretary
- John E. McDonald, Treasurer
- Frank M. Morton, III, County Attorney
- Larry M. Foster, General Manager

B. MINUTES - June 21, 1993

Mr. Sisk asked if there were corrections or additions to the minutes.

Mr. Edwards made a motion to approve the minutes as presented.

The motion passed by unanimous voice vote.

C. CONSENT CALENDAR

Mr. Sisk asked if any Board member wished to remove an item from the Consent Calendar.

Ms. Knudson made a motion to approve the Consent Calendar.

The motion passed by unanimous voice vote.

1. Water Extension Agreement for the City of Newport News, Kingsmill Clubhouse

RESOLUTION

CITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties, Inc, has prepared plans for the extension of water service to the Kingsmill Clubhouse, in the Kingsmill on the James development; and

WHEREAS, the City of Newport News has prepared a Water Extension Agreement for the extension of City water mains to serve this structure; and

WHEREAS, all testing and inspection fees will be paid by Busch Properties, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby authorize the Chairman and Secretary to execute the Newport News Water Extension Agreement on behalf of the James City Service Authority.

2. Formal Acceptance of Water and Sewer Systems

R E S O L U T I O N

ACCEPTANCE OF FORMALLY DEDICATED

WATER AND SEWER SYSTEMS

WHEREAS, certain water and sewer systems have been constructed by developers and dedicated to the James City Service Authority; and

WHEREAS, these water and sewer systems have been constructed in accordance with technical requirements of the James City Service Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does formally accept the dedication of water and sewer systems listed below, as of June 30, 1993:

Sewer Fund

Berkeley's Green, Section 6	\$ 53,682.00
Ford's Colony, Section 9B	291,298.50
Fox Ridge, Section 3	66,659.00
Governor's Land, Nathaniel's Green	180,141.50
Governor's Land, Nathaniel's Run	83,337.50
Governor's Land, Fowler's Lake	120,084.75
Rosalie Estates	63,176.25
Settler's Mill, Section 2B	12,896.00
Toano Trace	80,142.30
Wareham's Point, Phase 3	39,311.75
Williamsburg Glade, Section 1	<u>75,674.00</u>
Total:	<u>\$1,066,403.55</u>

Water Fund

Berkeley's Green, Section 6	\$ 42,774.00
Ford's Colony, Section 9B	258,789.00
Fox Ridge, Section 3	46,829.50
Governor's Land, Nathaniel's Green	108,546.25
Governor's Land, Nathaniel's Run	42,810.50
Governor's Land, Fowler's Lake	53,612.25
Kings Village, Section 2	32,397.50
Rosalie Estates	21,322.50
Settler's Mill, Section 2B	14,264.75
Toano Trace	83,211.50
Williamsburg Glade, Section 1	<u>42,937.30</u>
Total:	<u>\$ 747,495.05</u>
Total Dedications	<u>\$1,813,898.60</u>

D. BOARD CONSIDERATION**1. Bid Award - Wythe Candy Sewer Line**

Mr. Larry Foster, General Manager, stated that a sewer line located adjacent to the Candy Factory on Route 60 was being undermined by erosion. He further stated that bids to relocate the sewer line and perform remedial erosion repairs in the general area of the existing sewer line were submitted, with the lowest responsive bidder being JCB Construction Co., Inc.

Mr. Foster recommended approval of the resolution.

The Board discussed cost difference of controlling erosion and relocating the sewer line.

Mr. Sisk made a motion to approve the resolution.

The motion passed by unanimous voice vote.

RESOLUTION**BID AWARD - WYTHE CANDY SEWER LINE**

WHEREAS, the James City Service Authority has received bids to relocate a sewer line that is adjacent to the Candy Factory on Route 60 and has been jeopardized due to soil erosion; and

WHEREAS, JCB Construction Co., Inc., has submitted the low bid for the project; and

WHEREAS, because the low bid exceeded the budget for the project, JCSA and County staff have reduced the scope of the project and negotiated a lower price with JCB Construction Co., Inc.; and

WHEREAS, an adjoining property owner will provide \$13,000, the JCSA will provide \$5,000, and the County will provide \$10,171 toward the cost of the erosion repairs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes the award of the sewer line relocation and erosion repair project to JCB Construction Co., Inc., at a project cost of \$60,171.00

E. BOARD REQUESTS AND DIRECTIVES

Ms. Knudson asked about the 424 third notices given to customers listed in the Quarterly Report to the Board.

Mr. Foster responded that 424 was an average number.

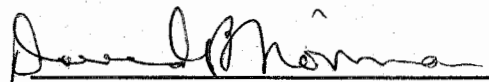
Ms. Knudson noted the Kingspoint sewer project had been completed and asked about number of connections made.

Mr. Foster responded that 30 had paid fees.

Mr. Taylor made a motion to adjourn.

The motion passed by unanimous voice vote.

The Board adjourned at 8:25 p.m.



David B. Norman
Secretary to the Board

Extension Agreement No. 151-FY93

Location: Kingsmill Clubhouse Road
And Utilities
Roberts District
James City County, Virginia

CITY OF NEWPORT NEWS, VIRGINIA
DEPARTMENT OF PUBLIC UTILITIES
AGREEMENT TO EXTEND WATER MAIN
BY CITY

This Agreement, made this 11th day of August,
19 93, by and between the City of Newport News, a Municipal
Corporation of the Commonwealth of Virginia, hereinafter referred
to as "City", and James City Service Authority, hereinafter
referred to as "Applicant".

WHEREAS, the Applicant has applied to the City to extend its
system and supply water service to the premises constructed or
intended to be constructed, on the tract or plot of land as shown
on the development map or plot plan attached hereto and made a part
hereof, known as Kingsmill Clubhouse Road And Utilities, and marked
Exhibit "A"; and,

WHEREAS, the Applicant will deposit with the City upon
execution and delivery of this Agreement, the sum of \$11,855.00*
which is the City's estimate of the cost of the installation of one
(1) 8" Sprinkler service, one (1) 1" meter, service pipe, plus
State permit. The charge for the meter and service pipe
installation is in no event refundable. Estimated cost of
sprinkler service installation, meter, service pipe installation,
and State permit is shown on Exhibit "B", attached hereto.

NOW, THEREFORE, for and in consideration of the premises, and
the mutual covenants and agreements herein contained the parties
hereto agree as follows:

* Plus SDC charge as outlined page 2 Exhibit B *FWM*
6.16.93

1. Applicant will pay the current System Development Charge as established by ordinance in effect at the time of request for installation of each meter assembly when such installation is "made-ready-for" and requested by the Applicant (Estimated cost of System Development Charges are shown on Exhibit "B").

2. The Applicant will deposit the sum of \$11,855.00 with the City for estimated cost of the installation of a 8" sprinkler service, meter, service pipe installation, state permit, plus appurtenances.

a. The City will retain the sum necessary to pay the cost of the sprinkler service and appurtenances.

b. The City will refund to the Applicant as soon thereafter as all costs have been ascertained, any excess of the deposit made by the Applicant over actual cost of the water facilities without interest.

c. Should actual cost of the facilities exceed the estimated cost thereof, Applicant agrees to pay on demand to the City, such amount as actual cost that exceeds the deposit.

3. The City will install said sprinkler service subject to provisions of this Agreement.

4. Facilities installed by the City pursuant to this Agreement will be the property of the City, its successors and assigns.

5. The City will have the right to make further extension these water facilities after its construction.

6. The Applicant will furnish plat showing location of meter box and provide a marker on site indicating location for meter box installation on each individual lot or building as required. Service pipes and meter boxes will be installed in the subdivision at the time of pipeline installation and before road surface material is placed on streets.

7. The City assumes no responsibility for settlement of trench for pipeline or service lateral after the installation is completed; unless settlement is proven to be the result of Public Utilities' (Waterworks') construction effort.

8. Refund to Applicant such amount as provided in the City Water Policy in existence on the date of the contract.

9. No work will be started until any new and/or alterations of existing streets are brought to final subgrade with curb and gutter in place.

10. No permanent pavement will be completed until it has been determined by the Applicant that all water facilities and service laterals have been installed.

11. The water meters and service laterals will be installed subject to the current ordinance requirements.

12. This Agreement will be binding upon the respective parties, their successors and assigns.

Continued on Page 4

IN WITNESS WHEREOF. the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF NEWPORT NEWS

BY: Brian L. Baulz
Acting Director, Department
of Public Utilities

(Name of Applicant)

BY: David L. Sisk
(Name & Title)

ATTEST:

(to be used only when corporation is Applicant)

If corporation, must be signed by officer having authority to execute contracts and attested and seal affixed by secretary of corporation.

Extension Agreement
No. 151-FY93

EXHIBIT "B"

Estimated cost of the installation of a 8" sprinkler service, and water facilities to serve the property known as Kingsmill Clubhouse Road and Utilities, as shown on plat attached and charge for meters, service pipes, and State permit.

PROJECT PIPELINE QUANTITIES

5 feet of 8" Ductile Iron Pipe (Class 52)

ESTIMATED COST OF INSTALLATION OF

1 - 8" Sprinkler Service @ \$11,010.00	\$11,010.00
1 - 1" Meter @ \$315.00	315.00
1 - 1" Service Pipe @ \$485.00	485.00
1 - State Permit @ \$45.00	45.00

TOTAL ESTIMATED COST	\$11,855.00

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ESTIMATED SYSTEM DEVELOPMENT CHARGE

These charges are based on the present System Development Charge. Actual charges will be based on current System Development Charge at time of request, which will be payable at the time of each request for meter installation. (see paragraph 1.d of Agreement).

1 - 1" Meter @ \$1.584.00

\$1,584.00

The Applicant will be responsible to place a wooden stake with the letters "W" to indicate locations for the water service. Also, the Applicant will place a wooden stake with the letters "DC" to indicate location and finish grade for the detector check. Work will not be scheduled until these stakes have been placed.

In the event that meters and service pipes may be covered with concrete driveways or walks, then such meters and service pipes will be relocated at the expense of the Applicant or Owner.