

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 16TH DAY OF DECEMBER NINETEEN HUNDRED EIGHTY-FIVE AT 5:58 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

William F. Brown, Chairman
 Perry M. DePue, Vice-Chairman
 Thomas D. Mahone
 Jack D. Edwards
 Stewart U. Taylor

James B. Oliver, Jr., Secretary
 John E. McDonald, Treasurer
 Frank M. Morton, III, County Attorney
 Sanford B. Wanner, Business Manager

B. MINUTES - December 2, 1985 - Work Session
 December 2, 1985 - Regular Meeting

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

The motion passed by a unanimous voice vote.

C. BOARD CONSIDERATIONS

1. Newport News Water Extension Agreements for:
 Archer's Mead, Phase IVA and IVB
 Padgett's Ordinary, Phase III

Mr. Taylor made a motion to approve the agreements.

The motion passed by a 4-0 vote. Mr. Brown abstained.

R E S O L U T I O N

City of Newport News Water Extension Agreements

WHEREAS, Busch Properties, Inc., has prepared plans for Archer's Mead - Phase IVA and IVB and Padgett's Ordinary - Phase III, three developments in Kingsmill; and

WHEREAS, the City of Newport News has prepared water extension agreements for the extension of City water mains to serve these developments; and

WHEREAS, all testing fees and inspection fees have been paid by Busch Properties, Inc.


NOW, THEREFORE, BE IT RESOLVED that the Chairman and Secretary of the James City Service Authority be authorized to execute the Newport News Water Extension Agreements on behalf of the Service Authority.

D. BOARD REQUESTS AND DIRECTIVES - None

Mr. DePue made a motion to adjourn.

The motion passed by a unanimous voice vote.

The Board of Directors adjourned at 6:00 p.m.


James B. Oliver, Jr.
Secretary

Extension Agreement No. 184 - 1985

Location: Archer's Mead - Phases IV-A and IV-B
James City County, Virginia

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

This Agreement, made this 2nd day of January,
19 86, by and between the City of Newport News, a Municipal
Corporation in 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 for
permission to connect to its system and extend the water main or
mains to serve 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 Archer's Mead - Phases IV-A and IV-B, and
marked Exhibit "A"; and,

WHEREAS, the City is willing to permit connection to its
system and provide retail water service to the aforementioned
development; and,

WHEREAS, the Applicant will furnish all necessary easements
without cost to the City; and,

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

1. The Applicant agrees:

a. At his own sole cost and expense, to furnish all labor, tools, materials and services to install water mains and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Specifications and Details attached hereto, and made a part hereof. Construction Drawings will be furnished by the City upon execution of this Agreement and water pipeline work will not begin without these drawings.

b. At his own cost and expense upon completion thereof, to furnish "as-built" drawings, manufacturer's affidavits for pipe, fittings, valves and hydrants, as well as a breakdown of the total cost of the installation as paid by the Applicant.

c. To pay the City upon execution and delivery of this Agreement, the sum of Nineteen Thousand Five Hundred Five Dollars, (\$19,505.00), the cost of hydrant rentals, meters, service pipes, supervision, inspection, blow-off installations and the estimated cost of the tie-ins into the existing system as shown on Exhibit "B", attached hereto. Upon completion of the tie-ins and blow-off installations, if it is found that the actual cost exceeds the estimated cost of \$7,800.00, then you will pay this amount to the City, and if the actual cost is less than \$7,800.00, the City will refund you the over payment. The cost of the hydrant rentals, meters, service pipes, supervision and inspection is in no event refundable.

d. To furnish, at no cost to the City, all necessary easements for laying water mains, prepared in compliance with City standard form (see Exhibit "C") prior to acceptance of the water system and tie-in to the existing system.

e. The Applicant will pay to the City the established rental charge per annum for each fire hydrant installed in the development for five years after date of installation of all fire hydrants in James City County.

f. To furnish plat showing location of meter boxes and provide a marker on site indicating location for meter box installation on each lot or building as required.

2. The City agrees, upon completion of the installation by the Applicant and compliance with the other terms of this Agreement:

a. To sterilize and tie the installation into the existing system.

b. Install metered services subject to current ordinance requirements as follows:

(1) All applications for water service connections or tap must be installed within a period of three years. If through no fault of the Department of Public Utilities, installation is not made within three years from the date of application, the fees paid in connection therewith shall be forfeited.

c. Maintain and operate the system.

d. Refund \$300.00 for each fire hydrant installed by the Applicant in accordance with Exhibit "A".

3. The Applicant and City agree:

a. That no work shall be started until this Agreement has been executed by the Applicant, approved by the City, and all streets and sidewalks have been brought to final subgrade.

b. That the City assumes no responsibility for pavement repair if services must be installed after streets are paved.

c. That the City assumes no responsibility for the settlement of the trenches for water mains or service laterals after the installations are completed.

d. That the City shall have the right to make further extension of this water main extension after its completion.

e. That this Agreement shall be binding upon the respective parties, their successors and assigns.

f. That the facilities installed under this Agreement shall be the property of the City, its successors and assigns.

EXHIBIT "B"

Estimated cost of the installation of water facilities to serve the property known as Archer's Mead - Phases IV and IV-B, as shown on plat attached and charge for meters and service pipes.

660	feet of 12"	Ductile Iron Pipe (Class 52)
750	feet of 8"	Ductile Iron Pipe (Class 52)
35	feet of 6"	Ductile Iron Pipe (Class 52)
1035	feet of 4"	Ductile Iron Pipe (Class 52)
2	fire hydrants	

DEVELOPER'S ESTIMATED COST TO CONTRACTOR (Pipe to be laid by the Developer in accordance with Specifications)	\$ 47,300.00
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CITY'S COST

29 - 5/8" Meters	@ \$120.00	3,480.00
29 - Service Pipes	@ \$205.00	5,945.00
2 - Fire Hydrant Rentals	@ \$160.00	320.00
Supervision & Inspection		1,960.00
Tie-Ins, Flushing and Blow-Off Installations		7,800.00

DEVELOPER'S COST TO CITY	\$19,505.00
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TOTAL ESTIMATED COST	\$66,805.00
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A maintenance bond or letter of credit in the amount of \$4,500.00 is to be posted prior to acceptance of the water system and tie-in to the existing system which shall be in effect for one year beginning at date of pressure test.

The developer shall mark in blue paint on wooden stakes the letter "W" to indicate location for water services.

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

The estimated cost of pipeline does not include the cost of connection to City's Distribution System. Material for this work and the labor and equipment will be furnished by the Department of Public Utilities at expense of Developer as provided in the Agreement.

Extension Agreement No. 185 - 1985
Location: Padgett's Ordinary - Phase III
James City County, Virginia

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

This Agreement, made this 2nd day of January, 19 86, by and between the City of Newport News, a Municipal Corporation in 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 for permission to connect to its system and extend the water main or mains to serve 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 Padgett's Ordinary - Phase III, and marked Exhibit "A"; and,

WHEREAS, the City is willing to permit connection to its system and provide retail water service to the aforementioned development; and,

WHEREAS, the Applicant will furnish all necessary easements without cost to the City; and,

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

1. The Applicant agrees:

a. At his own sole cost and expense, to furnish all labor, tools, materials and services to install water mains and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Specifications and Details attached hereto, and made a part hereof. Construction Drawings will be furnished by the City upon execution of this Agreement and water pipeline work will not begin without these drawings.

b. At his own cost and expense upon completion thereof, to furnish "as-built" drawings, manufacturer's affidavits for pipe, fittings, valves and hydrants, as well as a breakdown of the total cost of the installation as paid by the Applicant.

c. To pay the City upon execution and delivery of this Agreement, the sum of Eight Thousand Three Hundred Thirteen Dollars, (\$8,313.00), the cost of hydrant rentals, meters, service pipes, supervision, inspection and the estimated cost of the tie-in into the existing system as shown on Exhibit "B", attached hereto. Upon completion of the tie-in, if it is found that the actual cost exceeds the estimated cost of \$1,100.00, then you will pay this amount to the City, and if the actual cost is less than \$1,100.00, the City will refund you the over payment. The cost of the hydrant rentals, meters, service pipes, supervision and inspection is in no event refundable.

d. To furnish, at no cost to the City, all necessary easements for laying water mains, prepared in compliance with

City standard form (see Exhibit "C") prior to acceptance of the water system and tie-in to the existing system.

e. The Applicant will pay to the City the established rental charge per annum for each fire hydrant installed in the development for five years after date of installation of all fire hydrants in James City County.

f. To furnish plat showing location of meter boxes and provide a marker on site indicating location for meter box installation on each lot or building as required.

2. The City agrees, upon completion of the installation by the Applicant and compliance with the other terms of this Agreement:

a. To sterilize and tie the installation into the existing system.

b. Install metered services subject to current ordinance requirements as follows:

(1) All applications for water service connections or tap must be installed within a period of three years. If through no fault of the Department of Public Utilities, installation is not made within three years from the date of application, the fees paid in connection therewith shall be forfeited.

c. Maintain and operate the system.

d. Refund \$300.00 for each fire hydrant installed by the Applicant in accordance with Exhibit "A".

3. The Applicant and City agree:

a. That no work shall be started until this Agreement has been executed by the Applicant, approved by the City, and all streets and sidewalks have been brought to final subgrade.

b. That the City assumes no responsibility for pavement repair if services must be installed after streets are paved.

c. That the City assumes no responsibility for the settlement of the trenches for water mains or service laterals after the installations are completed.

d. That the City shall have the right to make further extension of this water main extension after its completion.

e. That this Agreement shall be binding upon the respective parties, their successors and assigns.

f. That the facilities installed under this Agreement shall be the property of the City, its successors and assigns.

EXHIBIT "B"

Estimated cost of the installation of water facilities to serve your property known as Padgett's Ordinary - Phase III, as shown on plat attached and charge for meters and service pipes.

510 feet of 8" Ductile Iron Pipe (Class 52)
 30 feet of 6" Ductile Iron Pipe (Class 52)
 2 fire hydrants

DEVELOPER'S ESTIMATED COST TO CONTRACTOR (Pipe to be laid by the Developer in accordance with Specifications)	\$ 10,447.00
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CITY'S COST

20 - 5/8" Meters	@ \$120.00	2,400.00
20 - Service Pipes	@ \$205.00	4,100.00
2 - Fire Hydrant Rentals	@ \$160.00	320.00
Supervision & Inspection		393.00
Tie-In and Flushing		1,100.00

DEVELOPER'S COST TO CITY	\$ 8,313.00
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TOTAL ESTIMATED COST	\$18,760.00
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A maintenance bond or letter of credit in the amount of \$2,500.00 is to be posted prior to acceptance of the water system and tie-in to the existing system which shall be in effect for one year beginning at date of pressure test.

The Developer shall mark in blue paint on wooden stakes the letter "W" to indicate location for water services.

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

The estimated cost of pipeline does not include the cost of connection to City's Distribution System. Material for this work and the labor and equipment will be furnished by the Department of Public Utilities at expense of Developer as provided in the Agreement.