

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 4TH DAY OF AUGUST NINETEEN HUNDRED EIGHTY-SIX AT 7:08 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas D. Mahone, Chairman
 Perry M. DePue, Vice-Chairman
 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

It is noted that Mr. William Brown is absent.

B. MINUTES - July 7, 1986 - Regular Meeting

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

The motion passed by a unanimous voice vote.

C. CONSENT CALENDAR

Mr. Mahone asked Board members if they wished to remove any item from the Consent Calendar.

Mr. Mahone withdrew #C-2.

Mr. DePue made a motion to approve all remaining items on the Consent Calendar.

The motion passed by a unanimous voice vote.

1. Formal Acceptance of Water and Sewer Systems

RESOLUTION

ACCEPTANCE OF FORMALLY DEDICATED WATER AND SEWER SYSTEMS

WHEREAS, certain water and sewer systems have been constructed 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 does formally accept the dedication of water and sewer systems listed below, as of June 30, 1986:

SEWER BOND ACCOUNT

Windsor Forest, Section 14	\$ 52,960
Chisel Run, Section 3B	\$ 36,000
St. George's Hundred, Section 3, Block B2	\$ 27,870
Powhatan Plantation Resort, Phase II	\$ 74,690
The Meadows, Section 2	\$ 56,700
James Square, Section 2	\$ 29,510
Williamsburg Office Park Section 3	\$ 5,470
Drummonds Field, Section 2	\$ 44,950
Powhatan Shores, Section 2	\$ 71,360
WMSBGRR Subdivision	\$ 13,900
Graylin Woods, Section 1	\$ 67,280
Oak Hill	\$ 9,200
Longhill Road Apartments	\$ 62,260
Powhatan Enterprises	\$ 133,920
Chestnut Hill Subdivision	\$ 17,560
Chanco's Grant, Section 1	\$ 85,300
Olde Towne Square	\$ 44,680

GENERAL FUND WATER

Sandhill Estates	\$ 8,940
St. George's Hundred, Section 3, Block B2	\$ 29,180
The Meadows, Section 2	\$ 45,650
James Square, Section 2	\$ 16,210
Powhatan Plantation Resort, Phase II	\$ 53,130
Midlands, Section 1	\$ 32,430
Williamsburg Office Park Section 3	\$ 9,730
Chisel Run, Section 3B	\$ 66,180
Powhatan Shores, Section 2	\$ 41,430
Graylin Woods, Section 1	\$ 48,720
Chestnut Hill Subdivision	\$ 61,430
Chanco's Grant, Section 1	\$ 53,780
Drummonds Field, Section 2	\$ 64,940

Centerville Road Extension (Contract 16 and 16A)	\$291,000
Greensprings Road Extension	\$129,900
Neck-O-Land Road Extension	\$ 29,770

PROJECT AREA NO. 4, SEWER

Fairfax Woods and Burwell Glen, Section 2	\$328,870
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LONGHILL ROAD WATER

Longhill Road Apartments	\$ 40,410
Ford's Colony, Section 2	\$417,800
Windsor Forest, Section 14	\$ 42,170
Season's Trace, Section 11	\$ 49,250
Olde Towne Square	\$ 19,900

SANITARY DISTRICT NO. 2, SEWER

Brookside Townhouses, Phases II and III	\$ 28,970
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3. Newport News Water Extension Agreement - Quarterpath Trace Village, Phase IV

RESOLUTION

City of Newport News Water Extension Agreement

WHEREAS, Busch Properties, Inc., has prepared plans for Quarterpath Trace Village-Phase IV, a development in Kingsmill; and

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

WHEREAS, all testing fees and inspection fees have been 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 and direct the Chairman and Secretary to execute the Newport News Water Extension Agreement on behalf of the Service Authority.

2. National Park Service - Extension of Water Main

Mr. Mahone stated Mr. Richard Maeder, National Park Service, had contacted him today requesting a discount in connection fees as the National Park Service and the Service Authority had begun negotiating this contract prior to July 1, 1986 and the increase in fees.

Mr. Edwards stated he is sympathetic if this is a unique case and would consider lower fees, but if other cases could arise, he is not in favor of considering an exception.

Mr. Wanner responded that he is not aware of similar cases.

Mr. Brown arrived at the meeting at 7:13 p.m.

Mr. Oliver requested the Board defer this matter to allow staff to prepare a recommendation.

Mr. Edwards made a motion to defer the matter and have staff prepare a recommendation.

Mr. Morton stated he would like to prepare a legal opinion on this matter.

It was the consensus of the Board to defer the matter.

D. BOARD CONSIDERATIONS

1. York County Sewer Connection - SHNI Corporation

Mr. Sanford Wanner noted the Board had deferred action on this matter at their July 7, 1986 meeting. Mr. Wanner stated that the City of Williamsburg does not have sewer mains to serve this property and that a 129-room motel is the equivalent of 42 single family unit connections. Mr. Wanner further stated that the Hampton Roads Sanitation District has shown an interest in joining with York County, on a cost sharing basis, to extend sewer mains on Mooretown Road as well as other areas. Mr. Wanner stated the York County Board of Supervisors adopted a second resolution authorizing the SHNI Corporation to temporarily connect to the JCSA sewer until such time as York County can bring sewage facilities to this vicinity, and petitioned JSCA to give favorable consideration to this request.

Mr. Mahone inquired what the impact to the County would be if the sewer mains were extended.

Mr. Wanner responded that when SHNI Corporation disconnects from the JCSA sewer main it would free up space for other development.

Mr. DePue stated he feels the Service Authority is subsidizing development in York County and he is reluctant to approve the connection. Mr.

DePue suggested a Board member be appointed to contact the York County Board of Supervisors and explain the Service Authority's position.

Mr. Brown suggested deferring the matter until he contacts Mr. Rush, Chairman, York County Board of Supervisors.

Mr. Taylor and Mr. Mahone stated the proposal would be more attractive if a time frame was stated.

Mr. Edwards stated he did not see the rationale for this proposal other than being a good neighbor.

Mr. Mahone requested staff prepare a report on the impact of this connection on adjacent areas.

It was the consensus of the Board to defer action on this matter.

2. Water Main Extension - Jamestown Road to Lake Powell Road

Mr. Wanner stated the lowest responsive bidder, C. Lewis Waltrip, II, Inc., in the amount of \$371,190.55 is approximately \$17,000 over budget for this project. Mr. Wanner explained the reason for the over bid is due to increased cost in materials.

Mr. Mahone raised a concern with staff to let them know that he feels too much money is being taken from Contingency and future bids must be carefully reviewed.

Mr. Edwards made a motion to approve the resolution.

The motion passed by a unanimous voice vote.

RESOLUTION

**Contract for Construction of 12-inch Water Transmission Main
Jamestown Road to Lake Powell Road**

WHEREAS, the James City Service Authority publicly opened bids for the Jamestown Road to Lake Powell Road water transmission main on July 24, 1986, and it has been determined that the lowest responsive and responsible bid of \$371,190.55 was that submitted by C. Lewis Waltrip, II, Inc.; and

WHEREAS, the Service Authority budget for this project currently contains \$354,000.

NOW, THEREFORE, BE IT RESOLVED that \$40,000 be transferred from Utility Capital Contingency to this project, making the total budget for this project \$394,000.

BE IT FURTHER RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia hereby approves the award of the contract for the construction of the Jamestown Road to Lake Powell Road 12-inch water transmission main to C. Lewis Waltrip, II, Inc., on the basis of their bid of \$371,190.55 and authorizes and directs the Secretary to the Board to execute a contract for this work.

E. BOARD REQUESTS AND DIRECTIVES

Mr. DePue stated Newport News residents have been asked to conserve water and he stated County residents should be more conservation minded as well.

Mr. Mahone agreed with Mr. DePue. Mr. Mahone referenced the annexation agreement and requested Mr. Oliver write the City of Williamsburg and ask them if they are ready for the County to assume responsibility for providing water to those James City County subdivisions.

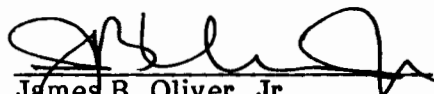
Mr. Brown suggested the Service Authority send water conservation information out in the next bills.

Mr. Mahone commended Mr. Wanner for the Quarterly Report.

Mr. Taylor made a motion to adjourn.

The motion passed by a unanimous voice vote.

The Board of Directors **adjourned** at 7:44 p.m.


James B. Oliver, Jr.
Secretary to the Board

Extension Agreement No. 126 - 1986
Location: Quarterpath Trace Village - Phase IV
James City County, Virginia

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

This Agreement, made this _____ day of _____, 19 ____, 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 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 Quarterpath Trace Village - Phase IV, 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.

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, disinfect and tie-in water mains and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Distribution Standards. Construction Drawings will be furnished by the City after execution of this Agreement and water pipeline work will not begin without these drawings.

b. At his own cost and expense and before final tie-in, to furnish complete "as-built" drawings, a one year maintenance bond (see Exhibit "D"), manufacturer's affidavits, construction materials and a breakdown of the total cost of the water pipeline as paid by the Applicant.

c. To pay the City upon execution and delivery of this Agreement, the sum of Six Thousand Two Hundred Sixty-Five Dollars, (\$6,265.00), the estimated cost of meters, service pipes, supervision and inspection, as shown on Exhibit "B", attached hereto. Upon completion of this project if it is found that actual cost exceeds the estimated costs shown on Exhibit "B", then the Applicant will pay the amount over the actual cost and if the actual cost is less, then the City will refund any excess of amount paid by the Applicant.

d. Will pay as required by James City County to the City the established rental charge per annum for each fire hydrant installed in the development for five years after the date of installation of all fire hydrants in the subject project.

e. To furnish, at no cost to the City, all necessary plats and easements for water mains, reflecting the location installed and prepared in compliance with the standard form attached (see Exhibit "C") prior to acceptance of the water system to the existing system.

f. To furnish plat showing location of meters and provide a marker on site indicating location for meter installation on each lot or building as required. Site markers will be placed before the request for meter installation.

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

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

(1) Water service connection or tap must be installed for the Applicant within a period of three (3) years after the application. If, through no fault of the Department of Public Utilities, installation is not made within three (3) years from the date of application, the fees paid in connection therewith shall be forfeited.

b. Maintain and operate the system.

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

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

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 and construction drawings have been issued by the Department of Public Utilities.

b. That the City assumes no responsibility for the settlement of the trenches for water mains after the installations are completed.

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

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

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

END OF PAGE THREE

Continued on Page 4....

EXHIBIT "B"

Estimated quantities of the water facilities to serve your property known as Quarterpath Trace Village - Phase IV, as shown on plat attached and total estimated cost for meters, service pipes, fire hydrant rental, supervision and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

50	feet of 18"	Concrete Casing Pipe (Class 3)
550	feet of 8"	Ductile Iron Pipe (Class 52)
10	feet of 6"	Ductile Iron Pipe (Class 52)
295	feet of 4"	Ductile Iron Pipe (Class 52)
1	fire hydrant	
3	tie-ins	

PIPELINE AND TIE-INS TO BE COMPLETED
BY THE DEVELOPER IN ACCORDANCE WITH
DISTRIBUTION STANDARDS

CITY'S ESTIMATED SERVICE AND CHARGES

16 - 5/8" Meters @ \$120.00	\$ 1,920.00
16 - Service Pipes @ \$205.00	3,280.00
1 - Fire Hydrant Rental @ \$160.00	160.00
Supervision & Inspection	905.00

DEVELOPER'S ESTIMATED CITY COST	\$ 6,265.00
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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 and placing the water system in service which shall be in effect for one year beginning at date of pressure test.

The Developer shall place wooden stakes with the letter "W" to indicate locations 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.