

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 1ST DAY OF AUGUST, NINETEEN HUNDRED EIGHTY-EIGHT, AT 8:56 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Stewart U. Taylor, Chairman
Perry M. DePue, Vice-Chairman (Absent)
Jack D. Edwards
Thomas D. Mahone
Thomas K. Norment, Jr.

David B. Norman, Secretary
John E. McDonald, Treasurer
Frank M. Morton, III, County Attorney
Sanford B. Wanner, Business Manager

B. MINUTES - July 11, 1988

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

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

The motion was approved by a unanimous voice vote.

C. CONSENT CALENDAR

Mr. Taylor asked if anyone wished to remove an item from the Consent Calendar.

Mr. Edwards made a motion to approve the Consent Calendar.

The motion was approved by a unanimous voice vote.

1. Award of Contract - Waterworks Facilities, Phase I

R E S O L U T I O N

CONTRACT FOR CONSTRUCTION OF

WATERWORKS FACILITIES, PHASE I

WHEREAS, the James City Service Authority publicly opened bids for the Waterworks Facilities, Phase I project on July 20, 1988; and

WHEREAS, it has been determined that the lowest responsive and responsible bid of \$441,790 was that submitted by Shoreline Contractors, Inc.; and

WHEREAS, funds are available in the James City Service Authority Capital Budget for this project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, hereby approves the award of a contract for the construction of the Waterworks Facilities, Phase I project to Shoreline Contractors, Inc., on the basis of their bid of \$441,790 and authorizes and directs the Clerk to the Board to execute a contract for this work.

2. Water Extension Agreement for the City of Newport News

R E S O L U T I O N

CITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Jim Griffith Builders, Incorporated, has prepared plans for Quarterland Commons, Phase III, a development in the Busch Corporate Center; 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 Jim Griffith Builders, 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.

D. BOARD CONSIDERATIONS - None

E. BOARD REQUESTS AND DIRECTIVES

Mr. Mahone asked if the Williamsburg Landing Committee on Health had responded to our correspondence.

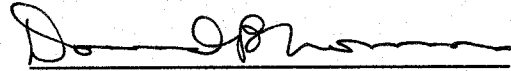
Mr. Wanner replied in the negative.

Mr. Wanner informed the Board that the lease at the Williamsburg Office Park had been extended until March 31, 1989, which would give the Authority sufficient time to occupy Building E.

Mr. Mahone made a motion to adjourn

The motion was approved by a unanimous voice vote.

The Board adjourned at 9:00 p.m.



David B. Norman
Secretary to the Board

0717w

Extension Agreement No. 004 - 1989

Quarterland Commons - Phase III

James City County, Virginia

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

This Agreement, made this 9 day of August,
19 88, 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 Quarterland Commons - 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.

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 Four Thousand, Five Hundred Twenty-two Dollars, (\$ 4,522.00), the estimated cost of meters, service pipes, laboratory fees, easement recordation, fire hydrant rental, supervision, 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. To 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").

e. 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.

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

g. 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 and before road surface material is placed on streets.

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.

(2) For (5/8"), (3/4") and (1") meter connections: a minimum of (10) service connections must be installed as a group to qualify for project service connection fee rates, all others are charged as individual service connections. For (1 1/2") and (2") meter connections: a minimum of three (3) service connections must be installed as a group to qualify for project service connection fee rates, all others are charged as individual service connections. Also, charges for required permits and street repair costs shall be made in addition to the service connection, if required.

b. Maintain and operate the system.

c. 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 with curb and gutter in place and construction drawings have been issued by the Department of Public Utilities.

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

c. That the City assumes no responsibility for the settlement of the trenches for water mains 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.

END OF PAGE 5

Continued on Page 6....

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

CITY OF NEWPORT NEWS

BY: *C. C. Amb*
Director, Department
of Public Utilities

(Name of Applicant)

BY: *Stewart H. Taylor*
(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.

PIPELINE SCHEDULING INFORMATION

Project Scheduled In Service Date *+*

Pipeline Contractor for Project *+*

*It not provided at signing
C.C. 2/5/11*

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as Quarterland Commons-Phase III, as shown on plat attached and total estimated cost for meters, service pipes, laboratory fees, easement recordation, fire hydrant rental, supervision and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

50	feet of 18"	Steel Casing Pipe (0.375" Wall)
568	feet of 8"	Ductile Iron Pipe (Class 52)
10	feet of 6"	Ductile Iron Pipe (Class 52)
120	feet of 4"	Ductile Iron Pipe (Class 52)
1	fire hydrant	
2	tie-ins	
3	blow-offs	

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

CITY'S ESTIMATED SERVICE AND CHARGES

5 - 5/8" Meters	@ \$250.00	\$ 1,250.00
5 - 5/8" Service Pipes	@ \$440.00	2,200.00
1 - Fire Hydrant Rental	@ \$160.00	160.00
1 - Easement Recording	@ \$ 10.00	10.00
14 - Laboratory Sample Fees	@ \$11.00	154.00
Supervision & Inspection		748.00

\$ 4,522.00

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).

5 - 5/8" Meters	@ \$555.00	\$ 2,775.00
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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 Applicant will 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 Applicant or Owner.