

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 26TH DAY OF SEPTEMBER, NINETEEN HUNDRED EIGHTY-EIGHT, AT 2:05 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 - August 1, 1988 - Regular
August 16, 1988 - Special Meeting

Mr. Taylor asked if there were additions or corrections to the minutes of August 1 and August 16, 1988.

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

On a roll call, the vote was AYE: Norment, Taylor, Mahone, DePue, Edwards (5). NAY: (0).

C. CONSENT CALENDAR

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

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

On a roll call, the vote was AYE: Norment, Taylor, Mahone, DePue, Edwards (5). NAY: (0).

1. Water Extension Agreement for City of Newport News - Moody's Run Townhouses - Phase II

R E S O L U T I O NCITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties, Inc., has prepared plans for Moody's Run Townhouses, Phase II, 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. Water Extension Agreement for City of Newport News - Jefferson's Hundred

R E S O L U T I O NCITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties, Incorporated has prepared plans for Jefferson's Hundred, a development in Kingsmill; and

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

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

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

1. Redemption of Busch Property Bond Issue

Mr. Sanford Wanner, Business Manager, James City Service Authority, stated that the Authority is now in a position to call for the redemption of all outstanding bonds for the Busch Properties project on March 1, 1989. He further stated that effective September 1, 1988, the debt repayment charge assessed Busch Properties' customers would be eliminated.

Staff recommended approval.

Mr. Mahone made a motion to approve the resolution.

On a roll call, the vote was AYE: Norment, Taylor, Mahone, DePue, Edwards (5). NAY: (0).

R E S O L U T I O N

WATER AND SEWER REVENUE BONDS BUSCH PROPERTIES PROJECT

WHEREAS, the Service Authority issued \$2,325,000 in Revenue Bonds dated September 1, 1973, for the Busch Properties Project; and

WHEREAS, the staff and trustees have determined that funds will be available on October 1, 1988, to retire the outstanding bonds, pay interest and all associated costs; and

WHEREAS, issuing a call for redemption of said bonds under Article XIII, Sections 1301 and 1302, would discharge the Authority from its obligations under the indenture agreement.

NOW, THEREFORE, BE IT RESOLVED that the Treasurer be directed and authorized to provide the trustees (United Virginia Bank - Crestar) the necessary information to call the (Water and Sewer Revenue Bonds Busch Properties Project) for redemption on March 1, 1989.

BE IT FURTHER RESOLVED that effective March 1, 1989, the Busch Property Bond Fund be eliminated and, with the approval of the trustees, all revenues and assets be transferred to the General Fund.

BE IT FURTHER RESOLVED that effective September 1, 1988, the debt repayment charge assessed Busch Properties Project customers be eliminated.

2. Acquisition of Williamsburg West Water System

Mr. Wanner stated that legal requirements necessary to complete the purchase of the Williamsburg West Water System from Realtec, Incorporated for \$13,000 have been completed. He further stated the Authority will spend approximately \$17,000 to physically connect this system into the central system on Longhill Road.

Staff recommended approval.

Mr. Norment made a motion to approve the resolution.

On a roll call, the vote was AYE: Norment, Taylor, Mahone, DePue, Edwards (5). NAY: (0).

RESOLUTIONPURCHASE OF THE WILLIAMSBURG WEST WATER SYSTEM

WHEREAS, the Board of Directors of the James City Service Authority desires to acquire the Williamsburg West Water System including well lot, pumping facilities, distribution lines, other appurtenances and all easements that are pertaining thereto; and

WHEREAS, the Board of Directors of James City Service Authority has appropriated \$30,000 for that purpose.

NOW, THEREFORE, BE IT RESOLVED:

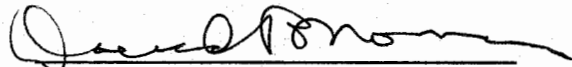
1. That the Board of Directors hereby authorizes and directs the Chairman and the Secretary of the Board to execute the attached bill of sale transferring the Williamsburg West Water System Property to the Service Authority.
2. That acquisition of Williamsburg West Water System shall be for the sale price of \$13,000.
3. That the Chairman and Secretary be further authorized to execute all such documents that are necessary to finalize the acquisition of the Williamsburg West Water System.
4. That as of the effective date of purchase all Williamsburg West Water System customers shall become customers of the James City Service Authority and shall be subject to applicable provisions of the Adopted Regulations Governing Utility Service.

E. BOARD REQUESTS AND DIRECTIVES - None

Mr. Mahone made a motion to adjourn.

On a roll call, the vote was AYE: Norment, Taylor, Mahone, DePue, Edwards (5). NAY: (0).

The Board of Directors adjourned at 2:13 p.m.


David B. Norman
Secretary

0781w

Extension Agreement No. 034 - FY89

Location: Moody's Run Townhouses - Phase II

Roberts District

James City County, Virginia

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

This Agreement, made this 7 day of October,
19 84, 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 Moody's Run Townhouses - Phase II, 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 Seven Thousand Fifty-Five Dollars, (\$7,055.00), ^{*} the estimated cost of meters, service pipes, laboratory fees, easement recordation, fire hydrant rental, 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.

** plus System Development Charge
when due (see para 1d)
cel 9/14/88*

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 as 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".

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 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 FIVE

Continued on Page 6....

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as Moody's Run Townhouses - Phase II, 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

180 feet of 8" Ductile Iron Pipe (Class 52)
 10 feet of 6" Ductile Iron Pipe (Class 52)
 475 feet of 4" Ductile Iron Pipe (Class 52)
 1 fire hydrant
 2 tie-ins
 1 blow-off

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

CITY'S ESTIMATED SERVICE AND CHARGES

15 - 5/8" Meters	@ \$150.00	\$ 2,250.00
1 - 3/4" Meter	@ \$170.00	170.00
15 - Service Pipes for 5/8" Meters	@ \$230.00	3,450.00
1 - 3/4" Service Pipe	@ \$240.00	240.00
1 - Fire Hydrant Rental	@ \$160.00	160.00
1 - Easement Recordation	@ \$ 10.00	10.00
10 - Laboratory Sample Fees	@ \$ 11.00	110.00
Supervision & Inspection		665.00

\$ 7,055.00 *

*plus System Development
 Charge when due (see para 1d)
 cll
 9/14/94*

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).

15	-	5/8"	Meters @ \$555.00	\$8,325.00
1	-	3/4"	Meter @ \$833.00	833.00
				<hr/>
				\$9,158.00

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 will be relocated at the expense of the Applicant or Owner.

Extension Agreement No. 022 - FY89

Location: Jefferson's Hundred
James City County, Virginia

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

This Agreement, made this 7 day of October,
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 Jefferson's Hundred, 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 Forty-Four Thousand Seven Hundred Sixty-Nine Dollars, (\$44,769.00), the estimated cost of meters, service pipes, laboratory fees, fire hydrant rentals, 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.

* plus the System Development Charge when due (see paragraph 1d)
 CCC 2/3/11

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 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".

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 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 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.

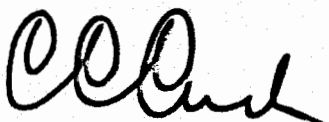
f. That the facilities installed under this Agreement shall be the property of the City, its successors and assigns.

END OF PAGE FIVE

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: 
Director, Department
of Public Utilities


(Name of Applicant)

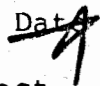
BY: Stewart G. Sawyer
(name & title)

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 _____

** Not provided at signing
CO@6/17/84*

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as Jefferson's Hundred, as shown on plat attached and total estimated cost for meters, service pipes, laboratory fees, fire hydrant rentals, supervision and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

2910	feet of 12"	Ductile Iron Pipe (Class 52)
5030	feet of 8"	Ductile Iron Pipe (Class 52)
100	feet of 6"	Ductile Iron Pipe (Class 52)
1155	feet of 4"	Ductile Iron Pipe (Class 52)
10	fire hydrants	
1	tie-in	
4	blow-offs	

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

CITY'S ESTIMATED SERVICE AND CHARGES

89 - 5/8" Meters	@ \$150.00	\$13,350.00
89 - 5/8" Service Pipes	@ \$230.00	20,470.00
10 - Fire Hydrant Rentals	@ \$160.00	1,600.00
14 - Laboratory Sample Fees	@ \$ 11.00	154.00
Supervision & Inspection		9,195.00

\$44,769.00 *

plus System Development Charge when due (see para 1.d) see 8/31/88

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).

89 - 5/8" Meters @ \$555.00	\$49,395.00
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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 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 will be relocated at the expense of the Applicant or Owner.

THIS DEED IS EXEMPT FROM RECORDING TAXES PURSUANT TO CODE OF VIRGINIA, SECTION 58.1-811 (A) (3).

11,473

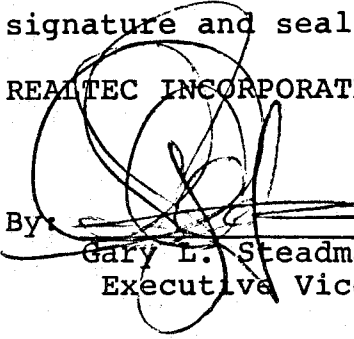
THIS DEED, made this 31st day of August, 1988, by and between REALTEC INCORPORATED (successor by merger to The Williamsburg West Corporation, Inc.), a North Carolina corporation ("Grantor"), and the JAMES CITY SERVICE AUTHORITY, created by the County of James City, Virginia, organized and existing under the laws of the Commonwealth of Virginia ("Grantee").

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto the Grantee, the following described property, to-wit:

That certain piece or parcel of land situate in James City County, Virginia, shown as "Well Site 10,000 sq. feet", together with an easement of access 15' in width extending from the well site to Country Club Drive shown on a plat entitled "WILLIAMSBURG WEST, SECTION 'ONE' 'A'", dated May, 1968, made by Martin, Clifford & Associates, and recorded in James City Plat Book 26, pages 2 and 3.

WITNESS the following signature and seal:

REALTEC INCORPORATED
By: 
Gary L. Steadman,
Executive Vice President



