

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 14th day of February, 2017:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice-Chairman
Alan R. Carmichael
Donald R. Hunter
T. J. Webb

C-6

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AGREEMENT BETWEEN PRINCE GEORGE COUNTY AND COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR ADJUSTMENT OF WATER FACILITIES

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of Prince George this 14th day of February, 2017 does hereby authorize the County Administrator to execute Agreement between Prince George County and Commonwealth of Virginia, Department of Transportation for Adjustment of Water Facilities.

A Copy Teste:

Percy C. Ashcraft
County Administrator

AGREEMENT
between
PRINCE GEORGE COUNTY
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
ADJUSTMENT OF WATER FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2017, by and between the PRINCE GEORGE COUNTY (hereinafter called County), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter called the STATE), acting by its Commissioner:

WITNESSETH

WHEREAS, the STATE is proposing to construct a section of highway designated as, Courthouse Drive, Rte. 106, Project: 0106-074-765, C-501, which will necessitate changes in the COUNTY'S water facilities: and,

WHEREAS, the STATE and COUNTY wish to agree upon the terms and conditions under which the necessary changes will be made as hereinafter set forth:

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I

(a) It will be to the best interest of the STATE and the COUNTY to have the adjustment of the water facilities included in the highway contract to be adjusted by the highway contractor.

(b) The STATE through its highway contractor, will relocate and adjust the COUNTY'S water facilities in accordance with ~~attached~~ plans and the STATE'S Road and Bridge Specifications; said plans being identified as Six (6) one-half size plans sheets numbered 5(1) through 5(6) of the STATE'S construction plans for Project: 0106-074-765, C-501, ~~as attached~~ which are attached to this Agreement and hereby incorporated by reference.

SECTION II

(a) It has been determined that the project is responsible for bearing 100% of the cost of the water adjustments indicated in SECTION I (b).

(b) It has been determined that the COUNTY is responsible for bearing 0% of the project cost of the water adjustments SECTION I (b).

SECTION III

(a) ~~The COUNTY agrees that it will relinquish its existing rights of way, which are within the limits of the proposed STATE right of way for this project.~~ The STATE will, upon application by the COUNTY, issue and continue in effect a permit to the COUNTY for the construction, maintenance and operation of the water facilities indicated in SECTION I(b).

(b) The water facilities of the COUNTY erected under such a permit shall be and remain the property of the COUNTY, no charge shall at any time be made for the use of the STATE right of way occupied by the COUNTY, or for the privilege of constructing, maintaining and operating said water facilities. Any construction of maintenance operations to be performed by the COUNTY within the STATE right of way must have prior approval of the STATE. When emergency conditions require immediate maintenance operations by the COUNTY, such operations may be performed by the COUNTY without advance notice to the STATE. The COUNTY will, to the best of its ability, perform all operations within the STATE right of way in a manner which will reduce to a minimum, interference to the flow of traffic and disturbance of the roadway, and which will provide a maximum of safety to traffic and to the COUNTY'S forces.

(c) In the event the STATE should request at any time hereafter that the facilities which were adjusted onto STATE right of way at STATE expense be again adjusted when they are on STATE right of way, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

~~(d) — In the event the STATE should request at any time hereafter that the facilities which were not adjusted, hereunder, but for which the COUNTY'S rights of way were relinquished, be adjusted, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.~~

SECTION IV

(a) The COUNTY agrees that the existing facilities, which are to be abandoned, will become the property of the STATE'S highway contractor with exceptions as noted in the attached plans. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

In WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first written.

In the presence of:

Prince George County

As to Prince George County

By: _____
Title:

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

As to the Commonwealth

By: _____
State Right of Way & Utilities Director