

Issue Analysis Form

Date: April 11, 2017

Item: A-4

Lead Department(s): Utilities

Contact Person(s): C. England



Description and Current Status

AUTHORITY TO EXECUTE A WATER AGREEMENT BETWEEN SOUTH CRATER ROAD LLC AND THE COUNTY OF PRINCE GEORGE

Government Path

- | | | |
|--|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Fiscal Impact Statement

None. S. Crater Rd. LLC will construct and install, or have constructed and installed, at its sole expense, an extension of the County water system.

County Impact

None.

Notes

Upon satisfactory completion, such water line extension shall become the property of the County and thereafter be operated and maintained by the County.

April 11, 2017

RESUME

RESOLUTION; AUTHORITY TO EXECUTE A WATER AGREEMENT BETWEEN SOUTH CRATER ROAD LLC AND THE COUNTY OF PRINCE GEORGE

Request Board approval to allow the County Administrator to execute a Water Agreement between South Crater Road LLC, a Virginia Corporation (“Developer”) and the County of Prince George, Virginia.

South Crater Road LLC proposes to extend the existing 12 inch waterline located in the South Crater Road public right-of-way to the north in a new dedicated public utility easement across the frontage of the Developer’s property to serve a new Star Express development. The Developer will construct and install, or have constructed and installed, at its sole expense, an extension of the County waterline in accordance with plans and specification prepared by a registered professional engineer licensed to practice in the Commonwealth of Virginia. Upon satisfactory completion, such waterline extension shall become the property of the County and thereafter be operated and maintained by the County. A copy of this water agreement is attached.

With the Board’s approval, the County Administrator will execute this agreement and the Director of Engineering and Utilities will administer this agreement.



Board of Supervisors
County of Prince George, Virginia

Resolution

At the 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 11th day of April, 2017:

Present:

Vote:

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

A-4.

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

RESOLUTION; AUTHORITY TO EXECUTE A WATER
AGREEMENT BETWEEN SOUTH CRATER ROAD LLC AND
THE COUNTY OF PRINCE GEORGE

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 11th day of April, 2017, does hereby authorize the County Administrator to execute a wastewater contract between South Crater Road LLC and the County of Prince George for extension of the County waterline to provide water service to the new Star Express facility.

A Copy Teste:

Percy C. Ashcraft
County Administrator

WATER AGREEMENT

THIS AGREEMENT, made this 15 day of March 2017 by and between South Crater Road LLC, a Virginia Corporation, hereinafter referred to as "Developer," party of the first part, and the County of Prince George, Virginia, hereinafter referred to as "County," party of the second part; and

WHEREAS, Developer is seized in simple fee of 5.045 acres, more or less, of land within the Rives Magisterial District of Prince George County, Virginia, reference being made to the Instrument No. 030006394 Clerk's Office of the Circuit Court of Prince George, Virginia, and identified by County Tax Assessor's Parcel No. 430 (OA) 00-034-C, and is desirous of providing an adequate water system extension for said property; and,

WHEREAS, the above designated Developer proposes to construct and install, or have constructed and installed, at his sole expense, an extension of the public water system in accordance with plans and specifications prepared by a registered professional engineer licensed to practice in the Commonwealth of Virginia, and Developer, upon completion of said water system extension, will convey to the County such system which will thereafter be operated and maintained by the County; and

WHEREAS, the County is willing to cooperate with the Developer for and during the construction of said water system extension and, upon satisfactory completion thereof, to take title to and operate and maintain the system extension, subject to the provisions of the "Code of Prince George County" and the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and mutual covenants and undertakings of the parties of this Agreement, the parties hereto mutually agree, each with the other, as follows:

ARTICLE I

Sec.1. The Developer agrees to construct and install at his expense the water system extension, including all engineering and inspection cost therewith and incident thereto in accordance with plans and specifications approved by the Virginia Department of Health. The water system extension shall include a service connection from the water main to the property line for each lot or premises served or to the edge of each easement when water main is in an easement. A meter box, meter setting, and water meter shall be

furnished for each lot or premise. Fire hydrants shall be installed where required to conform to County standards. The location, character, size, and materials used therein shall be approved by the County Engineer. The County shall have the right at all times to inspect said installation and construction. If, for any reason, such installation is covered up before inspection is made, the County may cause such construction to be uncovered and corrected at the Developer's expense. The County will be furnished "as-built" drawings showing the station numbers and depth of all service connections. These "as-built" drawings will be provided in electronic format to the County Engineer's specifications.

Sec. 2. The Developer agrees that the entire water system extension, but not including any portion of the service connections lying outside public rights-of-way or easements, shall become the property of the County, and the title thereto shall vest in the County in fee simple, subject to acceptance by the County, after the same has been installed in conformity with the terms of this agreement.

Sec. 3. The Developer shall furnish, without cost to the County, all necessary easements required by the County, on forms furnished for such easements, free and clear of all liens and encumbrances and claims of creditors.

Sec. 4. The County agrees to operate and maintain the water system extension, but assumes no responsibility for maintaining service connections from the water main beyond the limits of the public rights-of-way or easements.

Sec. 5. The Developer agrees that the County shall have the right to make such charges, including monthly service charges, but not limited thereto, as it deems necessary. The Developer shall be bound by, observe, and comply with all laws, ordinances, resolutions, rules, and regulations of the County now in effect or hereafter adopted governing charges made for users of the system, and the manner in which the system is operated and maintained.

Sec. 6. The County shall have the right to prohibit any use of the water system extension which may be determined by the County to be harmful to the system or which may contaminate the water for other users.

Sec. 7. The County shall have the right at any and all times to make, connect, or permit the connections of any other water main or water connections or extensions to said system extension, at any point or points, and shall have the right at any time and all times to take and distribute water through said system to properties beyond and adjacent to the property served by the water system extension.

Sec. 8. The Developer agrees to indemnify and hold the County free and harmless from liability on account of injury to, or death of, any person, or for damage to property for any person incurred in the construction and installation of said water system extension. In the event a claim on such construction and installation shall be made or brought against the County, either independently or jointly with the Developer, on

account of the foregoing, the Developer will pay the cost of investigating such claims and defending the County subject to County concurrence in any such suit. Such cost shall accrue to the Developer. In the event of final judgment being obtained against the County, either independently or jointly with the Developer, the Developer will pay such judgments and cost and hold the County harmless therefrom.

Sec. 9. The Developer shall obtain a permit from the Virginia State Department of Transportation before any construction is performed on roads in the State Highway System and shall replace any roads disturbed by such construction to the satisfaction of the State Highway Department. Before any work is started on the construction of the water system extension facilities, the Developer's contractor shall notify the County Engineer at least twenty-four (24) hours in advance of commencement. The Developer agrees that no building service lines will be connected to the meter boxes until a permit for each connection is issued by the County. The Developer agrees to coordinate the activities of the various contractors in the development and that until such times as the facilities are finally approved by the County, the Developer will make all fire hydrants, valve boxes, and meter boxes accessible, and properly adjust them to the final street surface elevation, and as a condition precedent to final approval, the Developer will clean, correct, and repair the facilities in a manner satisfactory to the County. The Developer agrees to make any necessary repairs within a reasonable time. If the Developer fails to make such repairs, the County may have the repairs made and charge the cost of such repairs to the Developer. No segment of the system shall be placed in service until the new mains have been thoroughly disinfected and flushed and tested in accordance with County Specification.

Sec. 10. The Developer agrees to pay the actual cost of inspections incurred by the County in accordance with Section 82-80 of the County Code. In addition, the Developer will be required to pay for the amount of water used for disinfection, testing and flushing of the new water mains. Amount to be determined either by an estimate calculated by the County Engineer or the Developer may provide a water meter at his own expense. Water charges will be based on the rate in effect at the time of testing plus 10%.

Sec. 11. The Developer shall furnish to the County a performance bond in the amount equal to one hundred ten percent (110%) of the cost for completion of the water system extension to assure completion of said system. The amount of the bond shall be based on the Developer's contract cost for the completion of the water system extension or on the estimated cost of completing the extension if an actual contract cost is not available. Estimated cost shall be substantiated by a detailed schedule of quantities, and shall be subject to review and approval by the County. Upon completion of a phase of the extension, the Owner shall furnish the County the total actual final cost of such phase of the system. An additional bond will be provided for a period of 5 years after the water system extension has had final acceptance. Final acceptance for this purpose is at the time the roads are paved and accepted into the State Highway System. This bond will cover any

repairs that are necessary to the roads that are caused by settlement of the water line trenches inside the right of way. The amount of this bond is to be determined by the County Engineer.

Sec. 12. It is agreed by both parties that the connection fee liability of the Developer shall be the rate in effect at the time payment of this fee is made.

Sec. 13. The Developer agrees that the County, at its discretion, when necessary to comply with State and/or Federal rules and regulations controlling water treatment and distribution facilities now in force and hereafter placed into effect, may limit the number of connections or extensions to this distributions system without recourse, any other provision of this Agreement found to be contrary notwithstanding.

The County agrees that if water connections or extensions under this Agreement should be disallowed or prohibited for any reason beyond its control, the County will undertake within its ability to alter, modify, change, correct, and/or construct additions or other water distribution facilities to remedy such disallowances or prohibitions.

ARTICLE II

Sec. 1. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns. All covenants provided for herein shall be considered covenants running with the land.

Sec. 2. Failure of the Developer, his successors, or assigns to comply with any of the provisions of this Agreement shall be good and sufficient cause for the termination of this Agreement by the County

IN WITNESS WHEREOF, S Crater Rd LLC, has caused its

Name to be hereunder signed by Shiv Patel, its Developer, and

Attested by Deane E. Day


WITNESS the following signatures and seals:

BY: [Signature]
Developer or Designee

BY: _____
Developer or Designee

Attest:
Diane E Day

Subscribed and sworn to before me *Diane E Day*, Notary Public,
this 15th day of March, 2017.

Notary Public
My Commission expires July 31 2017
7546430
 DIANE E. DAY
Notary Public
Commonwealth of Virginia
Reg. 7546430

IN WITNESS WHEREOF, The County of Prince George has caused its
name to be hereunder signed by _____, its County
Administrator and its seal to be hereunto affixed and attested by
_____, the said action being authorized by a resolution
adopted at a duly called meeting of the Board of Supervisors on the _____ day
of _____, 20____.

WITNESS the following signatures and seals:

COUNTY OF PRINCE GEORGE, VIRGINIA

By _____ (Seal)
County Administrator

Approved as to form _____, County
Attorney

STATE OF VIRGINIA
COUNTY OF PRINCE GEORGE, to wit:

The foregoing instrument was acknowledged before me in my County and
State aforesaid, by Percy C. Ashcraft, County Administrator and Steven L. Micas,
County Attorney, this _____ day of _____, 20__.

Notary Public
My commission expires: _____