

A G E N D A

JAMES CITY COUNTY BOARD OF DIRECTORS

READING FILE

January 27, 2009

FOR YOUR INFORMATION

1. Agreement for Emergency Water Connection between the City of Newport News, Virginia, and James City Service Authority
2. Water Conservation Rebate Programs Report

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**Agreement for Emergency Water Connection
between
The City of Newport News, Virginia
and
James City Service Authority**

This AGREEMENT made as of this ____ day of _____, 2008, by and between the City of Newport News, a municipal corporation of the Commonwealth of Virginia (**“the City”**), and the James City Service Authority, a public body politic and corporate of the Commonwealth of Virginia, pursuant to the Virginia Water and Waste Authorities Act (**“JCSA”**) (**together the “Parties”**).

WHEREAS, the Lightfoot Water System (the **“System”**) is to be owned and operated by the City upon its transfer from York County pursuant to the transfer of Assets and Water Agreement between the County of York and the City of Newport News, dated July 13, 2004; and

WHEREAS, the Parties acknowledge the need for a connection that will provide emergency support water from the JCSA water system to the System (the **“Connection”**); and

WHEREAS, the purpose of the Connection is to provide water to the entire System in the event of a drop in water pressure in the System; and

WHEREAS, the Sentara Williamsburg Hospital receives water service from the System, has agreed to provide an easement to the parties for the Connection on its property located at 100 Sentara Circle in York County, and to contribute the use of the design it commissioned for the Connection.

NOW THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, it is mutually agreed as follows:

Article 1 – Definitions

“Connection” means the pipelines and appurtenances that allow transfer and metering of water from the JCSA water system into the future City-owned and operated Lightfoot Water System.

“Lightfoot Water System” means the water system, supplied by groundwater wells, in the Lightfoot area that serves the subdivisions of Skimino Hills and Banbury Cross and commercial development along Old Mooretown Road, Route 646, and Rochambeau Drive – all located in York County.

“SCADA” means Supervisory Control and Data Acquisition, an electronic system for monitoring systems pressures and flows.

Article 2 – The City’s Obligations

- 2.1 ~~The~~ City shall construct a Connection from the JCSA's waterline in Old Mooretown to the System waterline in Sentara Circle. The Connection shall be constructed in accordance with engineering drawings specifications prepared by AES Consulting Engineers for the City, and approved by the JCSA.
- 2.2 ~~The~~ City shall be responsible for obtaining Virginia Department of Health approval for the construction of the Connection with JCSA assisting as required.
- 2.3 ~~The~~ City shall be responsible for obtaining necessary VDOT permits and site plan approvals for the construction of the Connection with JCSA assisting as required.
- 2.4 ~~The~~ City shall be responsible for the costs of the final design and construction of the Connection.
- 2.5 ~~The~~ City shall correct, or direct the contractor to correct, any deficiencies or deviations from the approved drawings and specifications.
- 2.6 The Connection is for emergency support of the System only. ~~The~~ City shall make every effort to correct problems which generate drops in water pressure as soon as possible so that supply by JCSA shall be limited in duration. ~~The~~ City shall make every attempt to notify JCSA within 24 hours via telephone of JCSA emergency support connection activation to support the System.
- 2.7 ~~The~~ City shall be responsible, now or in the future, for modifications to its water treatment system which may be necessary to ensure the compatibility of City-treated water with that of JCSA-treated water.

Article 3 – JCSA's Obligations

JCSA shall participate with ~~the~~ City in the inspection of the Connection throughout the course of the construction and shall assist the ~~City~~ in preparing a punch list of construction deficiencies. JCSA shall allow ~~the~~ City to place and maintain equipment in the meter vault to obtain SCADA readings.

Article 4 – Ownership

JCSA shall own and maintain the waterline to the meter, the meter, the meter vault, and any appurtenances therein. ~~The~~ City shall own and maintain the waterline from the meter vault to the System, which will include, but not be limited to, a double check valve assembly and a pressure reducing valve.

Article 5 – Charges for JCSA Water

~~The~~ City shall be charged and shall pay for water that passes through the meter at the JCSA non-residential retail rate. JCSA shall bill the City on a monthly basis. Invoices shall be paid within thirty (30) days of receipt. Invoices not paid by the due date shall be subject to a one and one-

half percent late fee. System facilities fee, local facilities fee, service connection charge, and account charge shall not be charged for this Connection.

Article 6 – No Authority to Transfer Water

Nothing in the Agreement shall grant the City any authority or right to use or transfer water to serve customers outside the System service area.

Article 7 – Term

The term of this Agreement shall be effective from the date of this Agreement until the Parties mutually agree that this Agreement is no longer needed or January 1, 2033, whichever occurs first. Notwithstanding the preceding, this Agreement shall terminate upon the mutual written consent of the governing bodies of the Parties or for a Party's material non-compliance with the provisions of this Agreement. Whether or not an action, or inaction, constitutes material non-compliance shall be determined by the Parties.

Article 8 – Assignment

Except as otherwise mutually agreed to in writing by the governing bodies of the Parties, neither party to this Agreement shall transfer or assign this Agreement or any rights acquired hereunder.

Article 9 – Authority to Execute

The Parties to this Agreement mutually represent and warrant that they are fully authorized to enter into this Agreement and the person executing this Agreement has full authority to do so.

Article 10 – Force Majeure, etc.

In the event that either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder, by reason of riots, insurrection, labor disputes, war, natural and man-made disasters, or other reason of like nature, not the fault of the Party delayed in performing such act, or by court order or other operation of law, then performance of such act shall be excused for the period of the delay and, in that event, the period for the performing of such act shall be extended for a period equivalent to the period of such delay.

Article 11 – General Provisions

11.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Neither Party shall be deemed the drafter of this Agreement.

11.2 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each

provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

- 11.3 Headings. The titles and article headings are inserted only for convenience and in no way are to be construed as a limitation on the scope of the provision to which they refer.
- 11.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and there are no other contemporaneous agreements, oral or written, and this Agreement may not be supplemented, altered, modified, or otherwise amended in any way except by the written consent of the governing bodies of the Parties.
- 11.5 Duplicate Originals. This Agreement shall be executed by each Pparty, with each Pparty retaining one fully executed original.
- 11.6 Delegation of Authority. Whenever in this Agreement, any approval, consent, notification, or other act is required to be made or taken by the City or JCSA, or by a Pparty or by the Parties, such approval, consent, notification, or act may be made or taken by the Newport News City Manager or his designee on behalf of City, and by the General Manager of the JCSA on behalf of JCSA, unless otherwise stated in this Agreement, or unless the context of the specific provision requires action by the governing body of a Pparty.

Article 12 – Notice

Except as otherwise provided, any notice required herein shall be delivered in person to the City Manager of the City or the General Manager of the JCSA, or be mailed to them by certified mail, return receipt requested, or by overnight delivery service for which a receipt is provided, as follows, or to such addresses as either Pparty may subsequently specify in writing to the other:

- A. To the City:
- City Manager
City of Newport News
2400 Washington Avenue
Newport News, Virginia 23607
- With a copy to:
- Director, Department of Public Utilities
700 Town Center Drive, Suite 500
Newport News, Virginia 23607
- B. To the JCSA:
- General Manager
James City Service Authority
101 Mounts Bay Road
Williamsburg, Virginia 23187

**CITY OF NEWPORT NEWS,
VIRGINIA**

**JAMES CITY
SERVICE AUTHORITY**

By: _____
CITY MANAGER

By: _____
CHAIRMAN
BOARD OF DIRECTORS

Attest: _____
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

COUNSEL FOR JAMES CITY
SERVICE AUTHORITY

DRAFT

MEMORANDUM

DATE: January 27, 2009
 TO: The Board of Directors
 FROM: Beth Davis, James City Service Authority, Environmental Education Coordinator
 SUBJECT: Water Conservation Rebate Programs Report

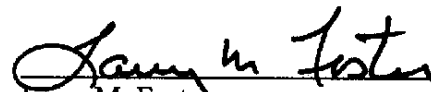
To reinforce water conservation efforts, the James City Service Authority (JCSA) initiated the Rain Sensor Rebate Program on July 28, 2005; the Rain Barrel Rebate Program on January 1, 2008; and Rebate Programs for Water Smart landscapes, cisterns, 'on demand' hot water recirculators; and high-efficiency toilet, washing machine, and dishwasher replacements on August 1, 2008. The following is a summary of the number of approved applications and amount of refunds thus far per rebate program:

<u>REBATE</u>	<u>EFFECTIVE DATE</u>	<u>APPLICATIONS</u>	<u>TOTAL</u>
Landscape	August 1, 2008	0	\$0.00
Rain Sensor	July 28, 2005	78	\$3,399.20
Rain Barrel	January 1, 2008	279	\$20,746.43
Rain Cistern	August 1, 2008	0	\$0.00
Toilet	August 1, 2008	32	\$3,525.00
Washing Machine	August 1, 2008	59	\$8,850.00
Recirculator	August 1, 2008	6	\$600.00
Dishwasher	August 1, 2008	<u>36</u>	<u>\$3,600.00</u>
TOTAL		<u>490</u>	<u>\$40,720.63</u>

Although it is difficult to measure and determine if the Water Conservation Rebate Programs are having an impact on water demands, the underlying key message of water conservation is being relayed through the rebate programs. Also, the JCSA will be researching grant opportunities to help offset the cost of the Water Conservation Rebate Programs.


 Beth Davis

CONCUR:


 Larry M. Foster

BD/gb
 RebatePro_mem