

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE NINTH DAY OF SEPTEMBER NINETEEN HUNDRED EIGHTY-FIVE AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

William F. Brown, Chairman
Perry M. DePue, Vice-Chairman
Thomas D. Mahone
Jack D. Edwards
Stewart U. Taylor

James B. Oliver, Jr., Secretary
John E. McDonald, Treasurer
Frank M. Morton, III, County Attorney
Wayland N. Bass, Consulting Engineer

B. MINUTES - August 12, 1985

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

The minutes were approved by a unanimous voice vote.

C. BOARD CONSIDERATIONS

1. Access Easement to Sanitary District No. 1, Lift Station B.

Mr. Frank M. Morton, III, presented this matter to the Board indicating on August 26, 1985, the Board of Supervisors in exchange for an improved access easement to Sanitary District No. 1, Lift Station B deeded approximately 0.10 acres of that site to Charles E. Morrell. The adoption of the resolution will authorize the execution of the Deed of Easement that will acknowledge the receipt of the easement by the James City Service Authority so that the easement can be recorded.

Mr. Taylor moved the adoption of the resolution.

The motion passed by a unanimous voice vote.

R E S O L U T I O N

Authorization to Acknowledge Deed of Easement for
Access to Sanitary District No. 1, Lift Station B

WHEREAS, it is in the public interest to have improved access to Sanitary District No. 1, Lift Station B; and

WHEREAS, in exchange for approximately 0.10 acres, shown on a plat entitled "Plat to Accompany a Boundary Line Adjustment between the Properties of Charles E. Morrell and James City County Board of Supervisors," dated April 3, 1984, and revised July 1, 1985, Charles E. Morrell agrees to grant an easement to the James City Service Authority as shown on that certain plat entitled, "Plat to Accompany Dedication of Slope, Access & Utilities Easements From: CHARLES E. MORRELL To: JAMES CITY SERVICE AUTHORITY, Located James City County, Virginia", made by Roger D. Spearman, Certified Land Surveyor, Spearman and Assoc., Inc., dated April 4, 1985 and revised on April 8, 1985, May 14, 1985, June 12, 1985 and July 1, 1985; and

WHEREAS, the said easement provides improved access to the lift station and other related benefits; and

WHEREAS, the Board of Supervisors found that the exchange of the land for the improved easement is in the best interest of public welfare; and

WHEREAS, the Board of Directors finds the acceptance of the improved easement is in the best interest of public welfare.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes the acknowledgement of the Deed of Easement conveying to the James City Service Authority the easement as shown on a certain plat entitled, "Plat to Accompany Dedication of Slope, Access & Utilities Easements From: CHARLES E. MORRELL To: JAMES CITY SERVICE AUTHORITY, Located James City County, Virginia", made by Roger D. Spearman, Certified Land Surveyor, Spearman and Assoc., Inc., dated April 4, 1985 and revised on April 8, 1985, May 14, 1985, June 12, 1985 and July 1, 1985.

2. Water Agreement, Ford's Colony

Mr. John E. McDonald presented this late item to the Board. The agreement will extend a water line from Richmond Road down Centerville Road, connecting to the Authority's Forest Glen system, and then from Longhill Road down Centerville Road to the Maintenance Facility at Ford's Colony.

Mr. Edwards stated he does not favor bargaining with people by offering rebates.

Mr. Brown stated he favors the agreement because it addresses the need for a water storage tank and adequate fireflow.

Mr. DePue questioned the statement made in item #7 of the agreement.

Mr. McDonald clarified the statement was taken verbatim from the Utility Operating Policy.

Mr. DePue stated the agreement is in the best interest of the Authority in its attempt to get water to the Centerville Road area. Further, it is unique to guarantee rebates, but not unique to work with developers to provide quality services.

Mr. Brown moved the approval of the agreement.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Taylor (4). NAY: Mahone, (1). The motion passed by a 4-1 vote.

AGREEMENT

Ford's Colony/James City Service Authority/Water Offsite Water Transmission Mains

WHEREAS, Ford's Colony at Williamsburg, Inc., (Ford's Colony) and the James City Service Authority (Authority) are desirous of reaching agreement on the provision of additional Authority water to Ford's Colony for purposes of meeting fire flow requirements to all portions of the Ford's Colony Project, which project is situated in the Primary Service Area of James City County and is generally located southeast of the intersection of Longhill and Centerville Roads on Tax Parcel (30-4)(1-2), and which project contains some 1410 Acres; and

WHEREAS, Authority water lines are located at the intersection of Longhill Road and Centerville Road, and along Centerville Road to a point some 500' southwest of Jolly Pond Road, and at the intersection of Centerville Road and Route 60 at Lightfoot; and

WHEREAS, Ford's Colony fire flow requirements will be met by the construction and installation of: (1) a 12" water transmission main running approximately 3900 feet from the Ford's Colony Golf Maintenance Facility along Centerville Road north to Longhill Road tying into an existing 8" Authority Line at Longhill and Centerville Roads; and (2) installation of a 12" water transmission main running approximately 9555 feet from a point approximately 500' southwest of Jolly Pond

Road northeast along Centerville Road to Route 60 at Lightfoot tying into an existing 12" Authority Line in Route 60, said line being known as Contract 16 for which plans and Contract Documents bearing date of January, 1984, have been prepared by AES for the Authority; and

WHEREAS, the Authority recognizes the importance and need for completing the aforementioned lines as part of Authority's County-wide Water Transmission Main network; and

WHEREAS, Ford's Colony is desirous of constructing the aforementioned lines in accordance with the Regulations Governing Utility Service Adopted June, 1984, as amended.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH that for and in consideration of the mutual promises hereinafter made and the payment of the sum of Ten Dollars (\$10.00) from Ford's Colony to Authority, the Authority and Ford's Colony agree as follows with respect to the offsite extension of the Authority's water transmission main(s):

1. Ford's Colony agrees: (1) to design, bid, pay for and build or have built a 12" water transmission main running from the Ford's Colony Golf Maintenance Facility north along Centerville Road a distance of approximately 3900 feet to Longhill Road tying into an existing 8" water main at Longhill and Centerville Road; and (2) to utilize Authority's plans and contract documents for "Water Transmission Mains, CIP-84, Contract 16 - Centerville Road North" prepared by AES, a professional corporation, bearing date of January 1984 (including any and all addenda and information relating thereto), to rebid, pay for and build or have built a 12" Water Transmission Main running from a point approximately 500' southwest of Jolly Pond Road northeast approximately 9555 feet along Centerville Road to Route 60 at Lightfoot tying into existing 12" Authority lines at each end.

For (1) above, Engineering design, working drawings, specifications and contract documents shall be subject to review and approval by the Authority, as well as other agencies having jurisdiction.

2. Authority agrees to apply for and otherwise handle the application for a special use permit(s) for construction of offsite Water Transmission Main(s).
3. Authority shall be responsible for securing easements and permits relating to the offsite Water Transmission Main(s).
4. Ford's Colony agrees that initial cost participation by the Authority in construction of offsite Water Transmission Lines shall be limited to: (1) cooperation by Authority in use of plans,

contract documents and related information for Contract 16 paid for by Authority and (2) all costs associated with easement acquisition.

5. Authority agrees that Ford's Colony shall be entitled to refunds of all eligible costs associated with offsite extension of Authority Water Transmission Main(s) under terms and conditions as set forth in Section 28 of Regulations Governing Utility Service, to wit:
 - a) The offsite Water Transmission Main(s) referred to herein are deemed to be system facilities within the Primary Service Area, the construction and installation of which is the responsibility of the Utility (Authority) for which funds are not presently available.
 - b) Authority hereby permits the developer (Ford's Colony) to construct and install said system facilities at the expense of Ford's Colony.
 - c) Credit is to be given Ford's Colony by the Authority for said contributed facilities in the form of a refund of Water System Facility Charges as set forth in Section 37 (c)(1). The costs incurred by Ford's Colony for construction and installation of the offsite Water Transmission Main referred to herein shall be considered a loan to the Utility (Authority); the sum of the moneys refunded to Ford's Colony shall not exceed the sum of the loan; and no refund shall be made after a period of ten (10) years from the date of acceptance of the offsite extension by the Utility.
 - d) Ford's Colony and the Authority agree to abide by the applicable provisions of Section 28(e) of Regulations Governing Utility Service, to wit:
 - e) The James City Service Authority shall guarantee a minimum cumulative rebate payment. That minimum cumulative rebate payment shall be determined at each anniversary of the effective date of the agreement, as follows:

<u>END OF YEAR</u>	<u>MINIMUM CUMULATIVE REBATE PAYMENT</u>
1	\$15,000
2	30,000
3	45,000
4	60,000
5	75,000
6	90,000
7	105,000

8	120,000
9	135,000
10	150,000

- (1) The Utility (Authority) will not participate in construction and installation costs of offsite extensions referred to in this agreement except as indicated hereinbefore;
- (2) The Authority agrees that all Authority inspection fees and costs shall be paid by the Authority.
- (3) Ford's Colony agrees to secure at least three bona fide bids from local utility contractors and to advertise in a legal notice to solicit proposals for the submission of bids and to award a contract for construction to the lowest responsive bidder, subject to approval by the Utility.
- (4) Ford's Colony to furnish surety satisfactory to the Authority prior to award of construction contract.
- (5) Periodic partial payments to Contractor and change orders are subject to review and approval by Authority.
- (6) Costs eligible for refund include Construction Amount plus approved change orders and required inspection and permit fees assessed by Authority and VDH&T. Ineligible costs specifically include engineering design plans and contract documents for the 12" line along Centerville Road from the Ford's Colony Golf Maintenance Facility to Longhill Road, and Ford's Colony administrative, legal and overhead costs associated with bidding, award and construction.
- (7) Payments on the loan by Ford's Colony to the Utility shall be remitted directly to Ford's Colony, its successors and assigns, quarterly for a period of ten (10) years on the date of acceptance of the facilities by the Utility out of revenues collected from remittances made by applicants for service for connections made directly to the offsite lines constructed by Ford's Colony. Such remittances shall be deposited in an interest-bearing escrow account and investment earnings shall be distributed to Ford's Colony.
- (8) The unpaid balance of the Ford's Colony loan to the Authority shall bear interest at the rate of six (6) percent per annum, compounded on the date of acceptance of the facilities by the Utility.

- (9) Ford's Colony agrees to satisfy all conditions of acceptance of the facilities imposed by the Authority, and Authority agrees to accept the facilities when all conditions for acceptance are satisfied.
- (10) The Utility shall have the right at any and all times to make, connect or permit new connections, extensions or improvements or to otherwise use the accepted facilities in the best interests of the Utility.
6. Ford's Colony shall satisfactorily complete said 12" Water Transmission Main(s) and dedicate same to Authority within one (1) year of the date of acceptance of this Agreement by Authority or such later date as may be granted by Authority upon petition by Ford's Colony.

D. BOARD REQUESTS AND DIRECTIVES

Mr. Mahone requested information about water meter readings in subdivisions; reader's training; measures to assure accuracy of readings, and, the frequency of meter readings.

Mr. Taylor made a motion to adjourn the Service Authority.

The motion passed by a unanimous voice vote.

The Board of Directors meeting adjourned at 7:25 p.m.


James B. Oliver, Jr.
Secretary

THIS DEED OF EASEMENT, made and entered this 30th day of August , 1985 by and between, Charles E. MORRELL and B. Jacquelyne MORRELL, his wife, hereinafter referred to as the party of the first part, or Grantor, and THE JAMES CITY SERVICE AUTHORITY, hereinafter referred to as the party of the second part or Grantee.

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (10.00) cash in hand paid by the party of the second part, unto the party of the first part, and other good and valuable consideration, the receipt which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY, unto the the said JAMES CITY SERVICE AUTHORITY, the Grantee, its successors and assigns, the following described EASEMENT, to-wit:

An exclusive easement of right-of-way for ingress, egress, and utilities, and an adjacent slope easement, both fifteen (15) feet in width over and across the property of the grantor herein from State Route #143-Merrimac Trail to a parcel owned by the County of James City, utilized as a sewer lift station, between that property of the grantor herein and the C&O Railroad, as shown on that certain plat entitled, "Plat to Accompany Dedication of Slope, Access & Utilities Easements From: CHARLES E. MORRELL To: JAMES CITY SERVICE AUTHORITY, Located James City County, Virginia", made by Roger D. Spearman, Certified Land Surveyor, Spearman and Assoc., Inc., dated April 4, 1985 and revised on April 8, 1985, May 14, 1985, June 12, 1985 and July 1, 1985, a copy of which is attached hereto and incorporated herein by reference, for a more complete description of the easement conveyed.

THERE IS SPECIFICALLY EXCEPTED FROM THE EASEMENT HEREIN the rights of the grantor herein to relocate this easement at another location on that real property of the grantor upon the written approval of the grantee, to provide the grantee with equal access and utilization consistent with the easement granted herein.

THE EASEMENT HEREBY GRANTED INCLUDES the right of ingress and egress, over, under and across the lands of the party of the first part for the purpose of exercising the rights herein granted.

The party of the first part warrants that he is the owner of the interest hereby conveyed and he has the right to make this conveyance, and covenants that the party of the second part, its successors and assigns, shall quietly enjoy the premises for the uses herein stated.

The party of the first part further covenants that no building or structure shall be erected within the easement of right-of-way herein granted without the written consent of the party of the second part.

The party of the second part covenants that it shall repair any damage that it shall do to the property of the party of the first part during construction, operation, maintenance, replacement or removal of the constituent elements of its utilities placed over, across or under the grantors real estate and shall indemnify the party of the first part against any loss or damage caused by the party of the second part.

LIKEWISE, in exercising its rights reserved for relocation of the easement granted herein, the party of the first part hereby agrees that it shall repair any damage that it shall do to the property of the party of the second part, its successors, and assigns during any such relocation performed by the party of the first part.

This easement shall run with the land of the party of the first part, and shall be binding upon the heirs, executors, administrators, successors and assigns of the party of the first part and party of the second part.