

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 24TH DAY OF JULY, NINETEEN HUNDRED EIGHTY-NINE, AT 3:57 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas K. Norment, Jr., Chairman
Jack D. Edwards, Vice-Chairman
Perry M. DePue
Thomas D. Mahone
Stewart U. Taylor

David B. Norman, Secretary
John E. McDonald, Treasurer
Frank M. Morton, III, County Attorney
Sanford B. Wanner, General Manager (absent)
Robert Smith, Assistant Manager

B. MINUTES - June 19, 1989

Mr. Norment asked if there were corrections or additions to the minutes.

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

The motion was approved by a unanimous voice vote.

C. CONSENT CALENDAR

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

Mr. DePue asked that Item 3 be removed.

Mr. Norment made a motion to approve Items 1 and 2 on the Consent Calendar.

The motion was approved by a unanimous voice vote.

1. Water Extension Agreement, City of Newport News, Wareham's Point Townhouses

R E S O L U T I O N

CITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties, Inc., has prepared plans for Wareham's Point Townhouses, Phase I, 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. Formal Acceptance of Water and Sewer Systems

R E S O L U T I O N

ACCEPTANCE OF FORMALLY DEDICATED WATER AND SEWER SYSTEMS

WHEREAS, certain water and sewer systems have been constructed and dedicated to the James City Service Authority; and

WHEREAS, these water and sewer systems have been constructed in accordance with technical requirements of the James City Service Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority does formally accept the dedication of water and sewer systems listed below, as of June 30, 1989:

Sewer Bond Account

Berkeley Commons, Phase 2	\$ 38,944
Berkeley's Green, Phase 1 and 2	44,238
Burnt Ordinary, Phase 2	20,047
Drummond's Quarters	8,800
Festival Marketplace	28,509
Ford's Colony, Section 6	1,124,870
Ford's Colony, The Links	300,764
Ford's Colony Manor Homes	18,013

Sewer Bond Account

Greensprings Chapel	9,050
Greyhound Estates	11,457
Harrop's Glen, Phase 2	21,167
Hunter's Creek, Section 2	41,150
Jefferson's Hundred	446,906
John Tyler Commercial Park	21,286
Kingsmill Conference Center	68,172
Lafayette Elderly and Retirement	85,320
Longhill Gate, Section 2	48,142
Mill Creek Landing, Sections 5, 6, 7 and 8	129,210
Moody's Run, Sections 2 and 3	61,018
Powhatan Crossings, Section 1	98,073
Powhatan Secondary	172,524
Rolling Woods, Section 3	194,322
Route 60 West Business Park	33,292
Season's Trace, Sections 9 and 10	103,134
Skiffe's Creek Industrial Park	27,841
St. George's Hundred, Section 5	87,524
The Mews	40,088
Toano Coves	14,533
Wickhams Grant	267,557
Williamsburg Community Center	12,108
Williamsburg Crossings	101,374
Windsor Forest Office Park	9,165
Windsor Forest Section 18	27,734
Williamsburg Office Park, Section 7	11,075
	<hr/>
	\$3,727,407

General Fund Water

Berkeley Commons	\$ 27,680
Berkeley's Green, Phase 1 and 2	38,018
Burnt Ordinary, Phase 2	3,710
Drummond's Quarters	9,797
Five Forks Elementary School	17,240
Ford's Colony, The Links	229,420
Ford's Colony Manor Homes	46,194
Ford's Colony Elementary School	19,610
Ford's Colony, Section 6	553,699
Greyhound Estates	8,575
Hankins Industrial Park	23,265
Hunter's Creek, Section 2	69,665
John Tyler Commercial Park	34,795
King's Village, Sections 1 and 3	218,690
Lafayette Elderly and Retirement	60,515
Longhill Gate, Section 2	45,950
Mill Creek Landing, Sections 5, 6, 7 and 8	76,848
Point of Woods Road	59,410
Powhatan Crossing, Section 1	108,849
Powhatan Secondary	223,986
Rolling Woods, Section 3	103,158

General Fund Water

Route 60 West Business Park	36,997
Season's Trace, Sections 9 and 10	67,789
St. George's Hundred, Section 5	79,396
The Mews	28,356
Toano Coves	23,280
Ware Creek Manor, Section 1	212,066
Williamsburg Community Chapel	39,960
Williamsburg Crossing	92,370
Windsor Forest Office Park	16,120
Windsor Forest, Section 18	17,594
Williamsburg Office Park, Section 7	<u>3,263</u>

\$2,596,265

3. Affordable Housing Incentive Program - Connection Fee Payment Plan

Mr. DePue questioned if the incentive program would be available only to those persons under this particular program.

Mr. Rick Hanson, Community Development Administrator, replied in the affirmative.

Mr. DePue requested staff to study the possibilities of extending the benefits of lower connection fees to low-income persons living in other sections of the County.

Mr. Norman responded that an analysis would be prepared.

Mr. DePue made a motion to approve the resolution.

The motion was approved by a unanimous voice vote.

R E S O L U T I O NAUTHORIZING SPECIAL WATER AND SEWER CONNECTION FEEPAYMENT PLANS TO SUPPORT AN AFFORDABLE HOUSING INCENTIVE PROGRAM

WHEREAS, the James City County Board of Supervisors has authorized establishment of an Affordable Housing Incentive Program; and

WHEREAS, the Board of Directors of the James City Service Authority has previously established regulations governing utility service availability through the use of State grants or loans; and

WHEREAS, the Program requires the development of special water and sewer connection fee payment plans; and

WHEREAS, collection of repayments of down payment assistance provided under the Program is also required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes the General Manager to develop and implement payment plans as may be required for collection of water and sewer system facility fees and down payment assistance provided under the Affordable Housing Incentive Program.

D. BOARD CONSIDERATIONS

1. Mandatory Connection Regulations

Mr. Robert Smith, Assistant Manager, James City Service Authority, stated that staff had reviewed the existing regulation requirements of connection of premises that are contiguous to an easement or right-of-way where a water or wastewater line is located. Staff recommended the regulations governing utility service remain in effect, but offered for consideration an amendment with additional language as written in the resolution.

Discussion was held regarding requirements to connect in existing subdivisions which have public sewer available, environmental impact of septic systems, and the amendment would apply only to existing lots, with insignificant impact on County.

Mr. DePue made a motion to approve the resolution.

The motion was approved by a unanimous voice vote.

R E S O L U T I O N

AMENDMENT TO REGULATIONS GOVERNING UTILITY SERVICE

WHEREAS, the Board of Directors of the James City Service Authority is desirous of amending the Regulations Governing Utility Service, and more particularly Section 1, Definitions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby amends Section 1, Definitions, to read as follows:

Section 1. Definitions

Adjacent: premises contiguous to an easement or right-of-way within which there is located either a water or wastewater line and where the premises, as identified as of December 31, 1984, are within 1,000 feet (300 feet for a single-family residence not in a subdivision) of a water and/or wastewater line; provided, however, that the owner of an undeveloped single-family residential lot requiring a grinder pump to connect to the wastewater facilities, located either within a pre-existing subdivision which was not initially required to be connected to public sewer or outside a subdivision, shall not be required to connect to a wastewater line if the owner has obtained a permit from the State Health Department for installation of a septic system.

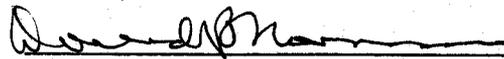
E. BOARD REQUESTS AND DIRECTIVES - None

1. Mr. Mel Bryant, 313 Farmville Lane, once again stated his frustration with the County procedures and thanked the Board for its decision. He requested a copy of the resolution be provided.

Mr. Norment made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board of Directors adjourned at 4:26 p.m.



David B. Norman
Secretary

1074w

Extension Agreement No. 168-FY89

Location: Wareham's Point - Phase I

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 2 day of August,
1989, 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 Wareham's
Point - Phase I, 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 Thirteen Thousand Four Hundred Five Dollars, (\$13,405.00), ^{*} the estimated cost of meters, service pipes, laboratory fees, easement recordation, 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 System Development Charge
when due (see para (d))
CUE
7/6/89

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 curbing 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 5

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