

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 18TH DAY OF SEPTEMBER, NINETEEN HUNDRED EIGHTY-NINE, AT 3:30 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 (absent)
Larry M. Foster, Deputy Secretary
John E. McDonald, Treasurer
Frank M. Morton, III, County Attorney
Sanford B. Wanner, General Manager

B. MINUTES - August 21, 1989

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

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

The motion was approved by a unanimous voice vote.

C. PUBLIC COMMENT

Mr. James Knically of the law firm of Knically and Cotorceanu requested that the Board of Directors waive the \$1,300 local facility charge collected by the Service Authority in the Settler's Mill development.

Staff asked that the request be referred to them for review and to be brought back to the Board at its October 23, 1989, meeting.

With Board consensus, Mr. Norman suggested action be deferred until such time staff has opportunity to review all material and make a recommendation.

D. CONSENT CALENDAR

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

Mr. Norment made a motion to approve the Consent Calendar.

The motion was approved by a unanimous voice vote.

1. Water Extension Agreement for the City of Newport News

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 Burwell's Green, 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, hereby authorizes and directs the Chairman and Secretary to execute the Newport News Water Extension Agreement on behalf of the Service Authority.

2. Easement for Virginia Power Company - Norge Well Lot

R E S O L U T I O N

VIRGINIA POWER EASEMENT - NORGE WELL LOT

WHEREAS, the Virginia Power Company, a Virginia corporation, has requested a 15-foot wide by 150-foot long easement across James City Service Authority property, identified as James County County Tax Map Parcel (23-2)(2-22); and

WHEREAS, the granting of this easement will not interfere with the operation and maintenance of the well facility located on the parcel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, Virginia, that the Chairman is hereby authorized and directed to execute a right-of-way agreement conveying a 15-foot by 150-foot easement to the Virginia Power Company, as shown on Virginia Power Company Plat No. 28-89-0129.

3. Acquisition - Ware Creek Reservoir - Bro/Con Developers

R E S O L U T I O N

ACQUISITION/BRO-CON DEVELOPERS

1.36 ACRES/WARE CREEK RESERVOIR

WHEREAS, the County of James City is desirous of constructing the Ware Creek Reservoir; and

WHEREAS, the James City Service Authority is responsible for providing water to the residents of said County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority that it hereby appropriates the sum of \$8150 to purchase that certain property containing approximately 1.36 acres owned by Bro-Con Developers, Tax Map Number (12-2) (1-7).

D. BOARD CONSIDERATIONS

1. Acquisition of Chickahominy Road Well Site

Mr. Wanner stated that authorization was requested for acquisition of the proposed well site for the appraised value of \$11,000, with William R. Bland, Esq., agent and attorney, for the purpose of acquiring the well site by conveyance or instituting condemnation procedures in the name of the Authority.

Staff recommended approval of the resolution.

Mr. Norment made a motion to approve the resolution.

R E S O L U T I O N

ACQUISITION OF REAL PROPERTY

WHEREAS, the General Manager of the JAMES CITY SERVICE AUTHORITY has reported to the Board and recommended that a well lot located on Chickahominy Road be acquired by the Authority;

WHEREAS, the General Manager has determined that 1.00 acres will be required for said well and that a desirable location would be the intersection of Route 631 and Route 632;

WHEREAS, an appraisal, a title search and a survey have been completed;

WHEREAS, the right of way agent has contacted a representative of the owner to determine the owner's ability to convey clear title and willingness to sell.

WHEREAS, it appears that the names and whereabouts of all of the persons in interest are not readily ascertainable; that they may not be known or cannot with reasonable diligence be located;

WHEREAS, the Authority pursuant to Title 15.1, Chapter 28 of the Code of Virginia may exercise the right of eminent domain and may follow the procedure provided for the Commonwealth Transportation Commissioner as set forth in Title 33.1, Chapter 1.

NOW, THEREFORE, BE IT RESOLVED:

1. That the well site recommended be acquired by the Authority;
2. That the Chairman and Treasurer of this Board, be, and they are hereby authorized and directed to acquire in the manner provided by Title 15.1, Chapter 7, Article 1 of the 1950 Code of Virginia, as amended, and by Title 33.1, Chapter 1, Article 7 of the 1950 Code of Virginia, as amended, certain real property in James City County, Virginia, together with all rights and appurtenances thereto.
3. That William R. Bland of Phillips, Bartlett, Skinner & Bland, P.C. is appointed as agent and attorney for the Authority for the purposes of acquiring the well site by conveyance or instituting condemnation proceedings in the name of the Authority.
4. That the Attorney is authorized to offer the owner \$11,000.00 as compensation for the acquisition and damages to the remainder, if any.
5. That the name of the present owner of the land to be acquired as provided in Paragraph 2 of this Resolution together with a substantial description of the parcel is as follows:

OWNER: The heirs or devisees of Robert Lee Greenhow, deceased, including, but not limited to: Heirs or devisees of Willie Anna G. Johnson, Curtis Greenhow, Forrest Greenhow and Robert Curtis Greenhow, if living; or the heirs or devisees of Robert Curtis Greenhow, deceased.

DESCRIPTION: All that certain lot, piece or parcel of land lying and being situate in James City County, Virginia, designated as "1.00 Acres ± (Proposed J.C.S.A. Well Site)" as shown and set forth on that certain plat attached hereto and made a part hereof entitled, "PLAT OF SUBDIVISION & PROPERTY LINE EXTINGUISHMENT, 1.00 ACRES ±, OWNED BY: ROBERT LEE GREENHOW ESTATE & ROBERT CURTIS GREENHOW", dated July 31, 1989, and made by AES, a professional corporation, as Job No. 5430-42.

6. That in the event of the property described in Paragraph 5 of this Resolution has been conveyed to any other party, the Attorney is authorized and directed to institute proceedings against the successors in title.
7. That an emergency is hereby declared to exist and this Resolution shall be effective from the date of its passage.

The motion was approved by a unanimous voice vote.

2. Acquisition of Kristiansand and James Shire Water System

Mr. Wanner stated that Mr. George F. Brunk, Jr., President of Brunk Mechanical Corporation, had offered the Kristiansand and James Shire Water Systems for sale for \$260,000, with 221 taps existing in the combined systems and approximately 40 lots available for future construction.

Mr. Wanner stated that a meeting with the homeowners is scheduled for October 9, and asked the Board to postpone action until the October 23, 1989, Board of Directors' meeting.

The Board agreed by consensus.

3. Delinquent Utility Accounts

Mr. John McDonald, Manager, Financial and Management Services, stated that the FY 1988 Financial Audit of the Authority raised questions whether liens for mandatory connection fees for water and wastewater assessed, but not collected prior to July 1, 1980, for water and July 1, 1984, for wastewater, were enforceable. He further stated the Authority's attorney's opinion was that neither was enforceable because General Assembly legislation of 1980 and 1984 limited the ability of localities to enforce mandatory connections if the property owner has a potable source of water or a properly operating septic system.

Staff recommended that the 28 connection fees, a total of \$22,000, and 28 service charge accounts, totaling \$14,000, be written off as uncollectible.

Mr. Taylor 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

DELINQUENT UTILITY ACCOUNTS RECEIVABLE

WHEREAS, the audit firm of Robinson, Farmer, Cox Associates raised questions during the FY 1988 Authority audit regarding the collectibility of certain liens for mandatory connection fees for water and wastewater assessed, but not collected prior to July 1, 1980, for water and July 1, 1984, for wastewater along with related service charges for such accounts; and

WHEREAS, it has been determined that such accounts receivable and associated liens are not legally enforceable; and

WHEREAS, the Board of Directors desires to write off as uncollectible these delinquent accounts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes and directs the General Manager to identify and write off the above-described connection fees and service charges as uncollectible and void any liens pertaining thereto.

4. York County Water Service - Ewell Industrial Park

Mr. Wanner stated that the York County Board of Supervisors requested that Service Authority allow the proposed Ewell Industrial Park, approximately 32 acres divided into 10 lots, located off Mooretown Road, to connect to the Service Authority Water System, which would also improve fire protection in that area.

Mr. Wanner further stated that the developers had agreed to extend at their expense an 8-inch waterline from current location on Mooretown Road to entrances of the proposed development.

Staff recommended approval with the following conditions: 1) All construction costs including JCSA inspection services to be paid by the developer; 2) all necessary Federal, State and Local permits to be acquired by developer prior to construction; 3) all applicable charges and fees paid to the Authority prior to any connections; and, 4) Service Authority to retain customers until application for release by York County and if such release of customers is determined to be in the best interest of the Service Authority.

After a lengthy discussion, Mr. Norment made a motion to approve the resolution.

The motion was approved by a unanimous voice vote.

RESOLUTION

YORK COUNTY WATER CONNECTION

WHEREAS, David L. Hertzler and George Washington Ventures have requested permission to connect the proposed Ewell Industrial Park to the James City Service Authority water main located on Mooretown Road; and

WHEREAS, this request has been authorized by the York County Board of Supervisors; and

WHEREAS, the York County Board of Supervisors has petitioned the Service Authority Board of Directors to give favorable consideration to this request.

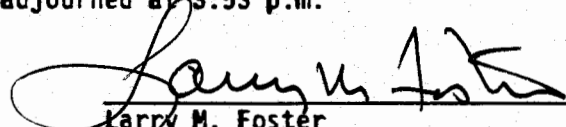
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby approve the connection of the proposed Ewell Industrial Park, developed by David L. Hertzler and George Washington Ventures located off Mooretown Road, to the James City Service Authority Water System. This approval is subject to the payment of applicable availability charges, quarterly fees, inspection fees and the extension of a water main from its existing location on Mooretown Road to the entrance to the Ewell Industrial Park by the developer in accordance with the James City Service Authority Standards and Specifications.

E. BOARD REQUESTS AND DIRECTIVES - None

Mr. Norment made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board of Directors adjourned at 3:53 p.m.



Larry M. Foster
Deputy Secretary

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BOOK 451 PAGE 150



10245



Right Of Way Agreement - Corporate Underground Easement

COR 16-10-04

THIS AGREEMENT, made this 22nd day of August, 1989, between

James City Service Authority

a Virginia corporation, hereinafter called "Owner" and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way fifteen (15) feet in width to lay, construct, operate and maintain one or more lines of underground conduits and cables and one or more lighting supports and lighting fixtures, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; for telephone, television and other communication purposes; and for lighting purposes; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith [hereinafter referred to as "facilities"].

The Company shall have the right to assign or transfer, without limitation, all or any part of the perpetual rights, privilege and easement of right of way granted herein. The said perpetual right, privilege and easement of right of way extends over, under, through and across certain lands of Owner situated in James City County, Virginia, as shown on Plat No. 28-89-0129 hereto attached and made a part of this agreement, the location of boundary of said right of way being shown in broken lines on said plat.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way described above, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable.

Company shall at all times have the right to keep the right of way clear of all buildings, structures and other obstructions [except fences], trees, roots and undergrowth. All trees and limbs cut by Company at any time shall remain the property of the Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the right of way on the property of Owner or on its right of way on any other property, the Company shall have the right of ingress and egress over, upon and along such right of way. If the Company is unable reasonably to exercise the right of ingress and egress over, upon or along the right of way on the property of Owner, the Company shall have such right of ingress and egress over the property of the Owner adjacent to the right of way. Company shall have the further right of ingress to and egress from the rights of way over such private roads as may now or hereafter exist on the property of Owner. The right, however, is reserved to Owner to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the rights of way, Company shall have such right of ingress and egress over the lands of Owner adjacent to the rights of way and lying between public or private roads and the rights of way in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall be liable for all damages resulting from its exercise of the right of ingress and egress.

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BOOK 451 PAGE 151
Right Of Way Agreement -
Corporate Underground Easement

COR 16-10-04

Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures or other obstructions [except fences] may be constructed on the right of way.

Owner covenants that it is seised of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges; and that Owner shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its Chairman of the Board of Directors as of the day and year above written.

James City Service Authority

By Thomas K. Norment, Jr.
Thomas K. Norment, Jr.

STATE OF VIRGINIA

County of James City To-wit:

Mari Lou Smith, a Notary Public in and for the State of Virginia at Large,

whose commission expires on the 8th day of February, 19 93, do hereby certify that

Thomas K. Norment, Jr.

whose name is signed to the foregoing writing dated the 22 day of August,

19 89, as Chairman, of

James City Service Authority Board of Directors, acknowledged the same before me

in the County aforesaid this 18th day of September, 19 89.

Mari Lou Smith
Notary Public.

Recorded by B.M. Poyner, Jr.
Manager, Customer Services
E.E.L.

VIRGINIA: Clerk of the Circuit Court of the
City of Williamsburg, County of James City the
10 day of Oct, 19 89. This Agreement

was presented with certificate annexed and
admitted to record at 9:01 o'clock

Teste: Helene S. Ward, Clerk
by [Signature]
Deputy Clerk

PLAT RECORDED IN
D.B. NO. 451 PAGE 152

CERTIFICATE OF DEPOSIT
JAMES CITY SERVICE AUTHORITY
COUNTY OF JAMES CITY, VIRGINIA

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Number 1-1989

\$11,000.00

THIS IS TO CERTIFY THAT ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) is estimated by the James City Service Authority, James City County, Virginia, an Authority created under Title 15.1, Chapter 28 of the Code of Virginia, to be the fair market value of the fee simple title to the land or easement therein, and damages to the remainder, if any, hereinafter described, owned in whole or in part by the HEIRS OR DEVISEES OF ROBERT LEE GREENHOW, DECEASED, including, but not limited to: HEIRS OR DEVISEES OF WILLIE ANNA G. JOHNSON, CURTIS GREENHOW, FORREST GREENHOW and ROBERT CURTIS GREENHOW, if living; or the HEIRS OR DEVISEES OF ROBERT CURTIS GREENHOW, DECEASED, which the Board of Directors of the James City Service Authority, has directed to be taken for public purposes, and for developing and expanding the works and systems for the transmission and distribution of sewage, water and related utility services owned by the James City Service Authority.

The amount specified, or as much thereof as may be determined by the Court, will be paid by the Treasurer of the James City Service Authority, James City County, Virginia, pursuant to the Order of the Circuit Court of the City of Williamsburg and County of James City, Virginia, as provided by Title 33.1, Chapter 1, Article 7, of the 1950 Code of Virginia, as amended. The land or interest therein, lies in the County of James City, Virginia, and is described as follows:

All that certain lot, piece or parcel of land lying and being situate in James City County, Virginia, designated as "1.00 Acres ± (Proposed J.C.S.A. Well Site)" as shown and set forth on that certain plat attached hereto and made a part hereof entitled, "PLAT OF SUBDIVISION & PROPERTY LINE EXTINGUISHMENT, 1.00 ACRES ±, OWNED BY: ROBERT LEE GREENHOW ESTATE & ROBERT CURTIS GREENHOW", dated July 31, 1989, and made by AES, a professional corporation, as Job No. 5430-42.

Being a portion of the same property conveyed to Robert Lee Greenhow by Deed of record in Deed Book 20, page 188, and being a portion of the same property conveyed to Robert Curtis Greenhow of record in Deed Book 36, page 143.

Dated this _____ day of _____, 1989, in the County of James City, Virginia.

CHAIRMAN, of the Board of Directors
of the James City Service Authority

TREASURER, of the James City
Service Authority

WILLIAM R. BLAND, Attorney for
the James City Service Authority

COMMONWEALTH OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that THOMAS K. NORMENT, JR., Chairman of the Board of Directors, and JOHN E. McDONALD, Treasurer, respectively, whose names are signed to the foregoing writing bearing date on the _____ day of _____, 1989, have acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this _____ day of _____, 1989.

NOTARY PUBLIC

My commission expires on: _____.