

**A G E N D A**

**JAMES CITY SERVICE AUTHORITY**

**County Government Center Board Room**

**January 28, 2003**

**7:00 P.M.**

---

**A. ROLL CALL**

**B. CONSENT CALENDAR**

1. Minutes - January 2, 2003, Organizational Meeting
2. Lease Agreement - City of Williamsburg - Communication Equipment
3. Award of Bid - Lift Station 6 Series Electrical Upgrades
4. Utility Participation Agreement - Scotts Pond
5. Setting a Public Hearing - FY 04 Utility Rates

**C. BOARD REQUESTS AND DIRECTIVES**

**D. ADJOURNMENT**

012803bd.age2

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 28TH DAY OF JANUARY, 2003, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

**A. ROLL CALL**

Michael J. Brown, Chairman  
John J. McGlennon, Vice Chairman  
Jay T. Harrison, Sr.  
James G. Kennedy  
Bruce C. Goodson

Sanford B. Wanner, Secretary  
Frank M. Morton, III, County Attorney  
Larry M. Foster, General Manager

**B. CONSENT CALENDAR**

Mr. Harrison made a motion to adopt the items on the Consent Calendar.

The motion passed by a unanimous voice vote.

1. Minutes – January 2, 2003, Organizational Meeting
2. Lease Agreement – City of Williamsburg – Communication Equipment

**RESOLUTION**

**LEASE AGREEMENT - CITY OF WILLIAMSBURG - COMMUNICATION EQUIPMENT**

WHEREAS, the City of Williamsburg desires to locate public safety equipment on the James City Service Authority's elevated water storage tank located adjacent to the James City/Williamsburg Community Center; and

WHEREAS, a lease has been prepared establishing the terms for the communication equipment to be located on the water tank.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, Virginia, authorizes the General Manager to sign the lease agreement with the City of Williamsburg allowing for the installation of the public safety communication equipment to be installed on the elevated water storage facility located adjacent to the Community Center.

3. Award of Bid – Lift Station 6 Series Electrical Upgrades

**RESOLUTION**

**AWARD OF BID – LIFT STATION 6 SERIES ELECTRICAL UPGRADES**

WHEREAS, the plans and specifications have been advertised and competitively bid for the Lift Station 6 Series Electrical Upgrades; and

WHEREAS, seven firms submitted bids, with M&W Construction submitting the low bid of \$311,370; and

WHEREAS, the bid is within budget, funds are available, and M&W Construction has been determined capable of performing the work associated with the project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, Virginia, awards the contract for the Lift Station 6 Series Electrical Upgrades to M&W Construction in the amount of \$311,370.

4. Utility Participation Agreement – Scott’s Pond

**UTILITY PARTICIPATION AGREEMENT**

**SCOTTS POND, L.L.C. - SCOTTS POND**

WHEREAS, in accordance with the Regulations Governing Utility Service, Scotts Pond, L.L.C., and the James City Service Authority (JCSA) have agreed to increase the capacity of a sewerage pumping station serving the Scotts Pond development to improve the overall JCSA sewer system and to provide for future system needs; and

WHEREAS, a developer is only required to install water and sewer infrastructure of adequate size to meet the needs of their development; and

WHEREAS, Scotts Pond, L.L.C., and the JCSA have agreed on a reimbursement of \$46,399 to compensate Scotts Pond, L.L.C., for providing the additional facility capacity that will allow the JCSA to eliminate an existing pumping station.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, will reimburse Scotts Pond, L.L.C., \$46,399 for increasing the capacity of the water and sewer facilities serving the Scotts Pond development to improve the overall and future integrity of the JCSA water and sewer system.

**RESOLUTION**

**UTILITY PARTICIPATION AGREEMENT - SCOTTS POND**

WHEREAS, the James City Service Authority (JCSA) staff identified the opportunity to increase the capacity of the sewerage pumping station for the Scotts Pond development to provide for its integration into the JCSA infrastructure, improve the overall system, and eliminate an existing pumping station; and

WHEREAS, the Regulations Governing Utility Service allow the JCSA to enter into a Utility Participation Agreement with a developer to provide the terms for reimbursing the incremental costs to increase the size of the water and sewer infrastructure over that needed to serve the development alone; and

WHEREAS, staff and Scotts Pond, L.L.C., the developer, have agreed on the amount of reimbursement necessary to compensate Henderson, Inc., for the additional expenses incurred to increase the size of its sewerage pumping station over that needed to serve the Scotts Pond development.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, authorizes its Chairman to sign a Utility Participation Agreement with Scotts Pond, L.L.C., providing the terms of reimbursement of \$46,399 in additional costs incurred to increase the size of the sewerage pumping station serving the Scotts Pond development as requested by the JCSA staff.

5. Setting A Public Hearing – FY04 Utility Rates

**RESOLUTION**

**SETTING A PUBLIC HEARING - FY 04 UTILITY RATES**

WHEREAS, the Board of Directors of the James City Service Authority desires to set a Public Hearing for proposed utility rate changes to the Regulations Governing Utility Service.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, will hold a Public Hearing on April 8, 2003, and requests staff to review Section 32, General Rate Policy and Rate Schedule, Regulations Governing Utility Service, and make changes to the rates, fees, and charges which are summarized below and will become effective July 1, 2003, if adopted.

1. Residential Water Retail Service Rate (Inverted-Block Rate):

	<u>Current Rate</u>	<u>Proposed Rate</u>
<u>1st Block</u>		
Less than 15,000 gallons per quarter	\$2.30 per 1,000 gallons (\$1.72 per 100 cubic feet)	No Change

2nd Block

More than 15,000 gallons but less than <del>25,000</del> 30,000 gallons per quarter	\$2.60 per 1,000 gallons (\$1.945 per 100 cubic feet)	No Change
---	--	-----------

3rd Block

More than <del>25,000</del> 30,000 gallons per quarter	\$6.00 per 1,000 gallons (\$4.49 per 100 cubic feet)	\$7.45 per 1,000 gallons (\$5.57 per 100 cubic feet)
--	---	---

2. Nonresidential Water Retail Service Rate:

<u>Flat Rate</u>	\$2.60 per 1,000 gallons (\$1.945 per 100 cubic feet)	No Change
------------------	--	-----------

3. Sewer Retail Service Rate:

<u>Flat Rate</u>	\$2.30 per 1,000 gallons (\$1.72 per 100 cubic feet)	\$2.50 per 1,000 gallons (\$1.87 per 100 cubic feet)
------------------	---	---

**D. BOARD REQUESTS AND DIRECTIVES**

Mr. Kennedy inquired about the progress of the water tanks located near the intersection of Route 199 and Route 321 (Monticello Avenue).

Mr. Foster stated that the tanks would be ready to retain water on April 1 although the landscaping and other ascetic work will not be completed by the June time frame.

**E. ADJOURNMENT**

Mr. Brown adjourned the Board at 7:39 p.m.

---

Sanford B. Wanner  
Clerk to the Board

MEMORANDUM

DATE: February 25, 2003  
TO: The Board of Directors  
FROM: Larry M. Foster, General Manager, James City County  
SUBJECT: Bridge Maintenance and Cost Sharing Agreement

---

The James City Service Authority (JCSA) has three sewer bridges that also serve as the support structure for footbridges in the Kingsmill development. These sewer bridges were constructed as part of the infrastructure requirements of the development and incorporated as part of Kingsmill walking/bike trail system.

This arrangement was established early in the development of Kingsmill with no formal agreement defining terms of responsibility. Over time the structures have deteriorated and are in need of repair. The attached Agreement establishes the JCSA's and Kingsmill Community Service Association's (KCSA) responsibilities as it relates to the ongoing maintenance and associated costs for the sewer bridges. The general terms of the Agreement are as follows:

- JCSA is responsible for inspection and maintenance of sewer facilities;
- KCSA is responsible for inspection and maintenance of the footbridge facilities; and
- JCSA and KCSA are responsible for sharing equally in the costs of the support structure maintenance.

Staff recommends approval of the attached resolution authorizing the Chairman to sign the Bridge Maintenance and Cost Sharing Agreement with Kingmill Community Service Association.

---

Larry M. Foster

LMF/gs  
bridge.mem

Attachment

**RESOLUTION**

**BRIDGE MAINTENANCE AND COST SHARING AGREEMENT**

WHEREAS, the James City Service Authority (JCSA) and Kingsmill Community Service Association (KCSA) have three support structures that are jointly used as sewer and footbridges; and

WHEREAS, a Bridge Maintenance and Costs Sharing Agreement has been developed to establish the responsibilities of the two parties as it relates to the maintenance of the bridge structures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, Virginia, authorizes its Chairman to sign the Agreement on behalf of the JCSA.

\_\_\_\_\_  
Michael J. Brown  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Sanford B. Wanner  
Secretary to the Board

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 25th day of February, 2003.

bridge.res

Revised February 11, 2003 (4:17pm)