

**AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE THIRTEENTH DAY OF JUNE, NINETEEN HUNDRED EIGHTY-THREE AT 7:10 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.**

**A. ROLL CALL**

Thomas D. Mahone, Vice-Chairman  
Jack D. Edwards  
Abram Frink, Jr.

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

**B MINUTES - May 9, 1983**

Mr. Frink made the motion to approve the Minutes of May 9, 1983. The motion passed by a unanimous voice vote.

**C. BOARD CONSIDERATIONS**

**1. Formal Acceptance of Water System**

Mr. Bass presented this matter to the Board recommending adoption of the Resolution formally accepting the dedication of a new water system constructed by Mr. Mayo Waltrip. He stated that the water system serves seven existing residences off Ironbound Road.

Mr. Edwards made the motion to adopt the Resolution. The motion passed by a unanimous voice vote.

**RESOLUTION**

**ACCEPTANCE OF A FORMALLY DEDICATED WATER SYSTEM**

WHEREAS, a certain water system has been constructed and dedicated to the James City Service Authority by Mayo Waltrip; and

WHEREAS, this water system has been constructed in accordance with technical requirements of the Service Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority does formally accept the dedication of the water system constructed by Mayo Waltrip.

2. Acceptance of Colonial Pipeline Company Conditions for the Construction of the Lake Powell Water Transmission Mains

Mr. Bass presented this matter to the Board requesting adoption of the Resolution authorizing the Secretary to the Board to execute Colonial Pipeline Company's letter of agreement.

Mr. Frink made the motion to adopt the Resolution. The motion passed by a unanimous voice vote.

R E S O L U T I O N

ACCEPTANCE OF COLONIAL PIPELINE COMPANY

CONDITIONS FOR CONSTRUCTION

WHEREAS, the Colonial Pipeline Company has set forth certain conditions for construction across their pipeline right-of-way; and

WHEREAS, the James City Service Authority plans to construct a 12" water transmission main across said right-of-way under Contract 13, Water Transmission Mains, CIP 1983; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby accepts the conditions for construction and authorizes James B. Oliver, Jr., Secretary to the Board, to execute the letter of agreement with Colonial Pipeline Company.

3. Eastern State Hospital Agreement  
Eastern State Hospital Sewer Agreement  
College of William & Mary Sewer Agreement

Mr. Bass presented this matter to the Board recommending adoption of the Resolution authorizing the Chairman and the Secretary to execute said agreements on behalf of the Service Authority.

Mr. Mahone made the motion to adopt the Resolution. The motion passed by a unanimous voice vote.

R E S O L U T I O N

1. EASTERN STATE WATER AGREEMENT
2. EASTERN STATE SEWER AGREEMENT
3. WILLIAM AND MARY SEWER AGREEMENT

WHEREAS, the James City Service Authority, the Department of Mental Health and Mental Retardation, Eastern State Hospital and the College of William and Mary have reached certain agreements concerning the provision of water and sewer services to Eastern State Hospital and the College of William and Mary.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes and directs the Chairman and the Secretary to execute said agreements on behalf of the Service Authority.

#### EASTERN STATE HOSPITAL WATER SERVICE

THIS AGREEMENT made this 13th day of June by and between the James City Service Authority an Authority Incorporated and existing under the laws of the Commonwealth of Virginia, hereinafter referred to as the AUTHORITY and the Commonwealth of Virginia acting by and through the Department of Mental Health and Mental Retardation, hereinafter refer to as the DEPARTMENT.

WITNESSETH:

WHEREAS, the AUTHORITY was established by the James City County Board of Supervisors to facilitate the development of sewer and water services to certain areas of James City County and,

WHEREAS, the DEPARTMENT operates Eastern State Hospital hereinafter referred to as the HOSPITAL, which is located within James City County and,

WHEREAS, the DEPARTMENT has accepted a proposal from the AUTHORITY to provide water service to the HOSPITAL for a minimum of ten years.

WHEREAS, the AUTHORITY has constructed extensions of its water system in accordance with the County master water plan to provide an efficient and reliable water service to residents and institutions in the County and,

WHEREAS, the AUTHORITY has the facilities to provide a reliable water supply to the HOSPITAL and to other government entities in the immediate area under emergency conditions and,

WHEREAS, the AUTHORITY stands ready to cooperate with all other agencies on local and/or regional water issues and,

WHEREAS, the AUTHORITY and the DEPARTMENT have reached certain agreements regarding water supply facilities affecting the HOSPITAL and regarding other matters with are set forth herein.

NOW THEREFORE, for and in consideration of covenants and agreements herein, the AUTHORITY and the DEPARTMENT agrees as follows:

1. The AUTHORITY agrees
  - a. To provide and reserve for the HOSPITAL a water supply of up to 200,000 gallons per day, based upon present average water use by the hospital of approximately 150,000 gallons per day.

- b. To construct and maintain necessary facilities including connections to the HOSPITAL water distribution system at two points, the first being on Longhill Road and the second near Ironbound Road in accordance with the map exhibits presented as part of the AUTHORITY proposal to provide water to the HOSPITAL. Said proposal and the request for proposals issued by the DEPARTMENT is attached to and is a part of this agreement.
- c. Engineering and construction of facilities to provide water service to the HOSPITAL shall in all respects be performed in a professional and efficient manner in compliance with applicable rules, regulations, and requirements of the State Water Control Board, the State Health Department, James City County, the Commonwealth of Virginia, and in compliance with other applicable laws and regulations.
- d. That the AUTHORITY shall have full responsibility for use and maintenance of the existing water storage tank at the HOSPITAL and that the AUTHORITY will obtain repair recommendations from a firm specializing in tank inspections as set forth in paragraph 3 of the proposal.
- e. That the AUTHORITY will service, maintain and keep operational and in good repair at all times all facilities that provide water to the HOSPITAL and will make such alterations and/or additions that are deemed necessary by the AUTHORITY and that comply with applicable rules, regulations, and requirements.
- f. To provide water to the HOSPITAL which meets the Virginia Department of Health standards for both primary and secondary contaminants and which is of the quality that does not impact negatively upon heating and other water using systems at the HOSPITAL in accordance with said proposal.
- g. That upon completion of necessary construction and only when water service is being provided to the HOSPITAL by the AUTHORITY, the AUTHORITY will bill the HOSPITAL monthly for such service at the HOSPITAL at the fixed rate of 89 cents per 1,000 gallons for water use. At the end of ten years the contract shall be renegotiated as set forth in said proposal and request for proposals.

2. The DEPARTMENT agrees

- a. To pay the AUTHORITY monthly at the fixed rate of 89 cents per one thousand gallons of water supplied by the AUTHORITY to the HOSPITAL.
- b. That the AUTHORITY shall have full responsibility for use and maintenance of the water storage tank at the

HOSPITAL, including use of excess water tank capacity and that repair and maintenance tasks needed for operation and preservation of the tank will be undertaken at no cost to the DEPARTMENT on a mutually agreeable schedule.

- c. To grant the AUTHORITY the necessary easements of right-of-way to construct lay, maintain, repair, replace, and alter AUTHORITY facilities that supply water to the HOSPITAL.
  - d. That the DEPARTMENT shall remain responsible for the operation and maintenance of the HOSPITAL water system at no cost to the AUTHORITY.
3. It is mutually agreed by the AUTHORITY and the DEPARTMENT
- a. The facilities constructed by the AUTHORITY to connect the HOSPITAL water system to the AUTHORITY water system shall become the property and responsibility of the AUTHORITY.
  - b. To review the rate of charge for water supplied to the HOSPITAL at the end of ten years and to agree to reasonable adjustments in a renegotiated contract based on the rise in the consumer price index over that ten year period as set forth in said proposal and request for proposals.
  - c. The water tank and tank site shall remain the property of the DEPARTMENT.
  - d. The AUTHORITY will begin supplying water and the HOSPITAL will begin purchasing water on September 30, 1983.
  - e. The AUTHORITY shall be under no liability for its failure to perform or for its delay in performing any of its obligations hereunder, where such failure or delay is due to any act of God or the Public Enemy, or Judgement, Decree or Order of competent governmental authority or because of accident, strikes or labor trouble (whether or not it is in the power of the party to settle same) or any other cause beyond the control of the AUTHORITY.
  - f. That this contract which includes the contents of the proposal prepared by the AUTHORITY and the request for proposal prepared by the DEPARTMENT is the entire agreement between the parties and that no alteration changes or additions therein shall be made, except in writing approved by the parties hereto.

#### AMENDMENT TO EASTERN STATE HOSPITAL SEWER AGREEMENT

This Agreement made this 13th day of June, 1983 by and between James City Service Authority herein referred to as AUTHORITY and the Department of Mental Health and Mental Retardation herein referred to as the DEPARTMENT.

WHEREAS, the parties hereto entered into an agreement dated April 18, 1973 to insure the extension of the AUTHORITY's sewer lines to Eastern State Hospital herein referred to HOSPITAL and,

WHEREAS, it the desire of the parties hereto to enter into a supplemental agreement to expedite provision of said sewer service to said HOSPITAL and,

WHEREAS, AUTHORITY has agreed to supply water to Eastern State Hospital and DEPARTMENT has agreed to purchase said water all in accordance with the terms of a separate agreement.

NOW THEREFORE, in consideration of the mutual convenances and agreements set forth herein, the parties hereby agree as follows:

1. Sewer billings shall be monthly based on metered water usage obtained by the AUTHORITY from AUTHORITY water meters.
2. Deductions shall be made for water not entering AUTHORITY sewer system. Deductions shall be determined by sub-meter readings taken by AUTHORITY personnel and shall be subtracted from HOSPITAL's water usage before determining the sewer bill. The sub-meters shall be installed and maintained by HOSPITAL. AUTHORITY may test meters for accuracy which shall be maintained within 3% by HOSPITAL.

AGREEMENT  
WILLIAM AND MARY SEWER SERVICE

This AGREEMENT made this 13th day of June, 1983 by and between the JAMES CITY SERVICE AUTHORITY, an authority incorporated and existing under the laws of the Commonwealth of Virginia, hereinafter referred to as "AUTHORITY" and the COMMONWEALTH OF VIRGINIA, COLLEGE OF WILLIAM AND MARY IN VIRGINIA hereinafter referred to as "COLLEGE."

W I T N E S S E T H

WHEREAS, the AUTHORITY was established by the James City County Board of Supervisors to facilitate the development of sewer and water services to certain duly designated project areas and,

WHEREAS, the COLLEGE operates residential facilities known as the Dillard Complex (James Blair Terrace), said facilities were formerly operated by Eastern State Hospital.

1. The AUTHORITY covenants and agrees as follows:
  - A. To provide sewer service for the COLLEGE facilities at the Dillard Complex;
  - B. To bill the COLLEGE monthly for said sewer service, billing shall be based on actual metered water as shown by water consumption figures obtained by the AUTHORITY from the City of Williamsburg, Virginia. The rate shall include the following cost components: labor and materials, pumping costs, and renewal and replacement costs.

C. The COLLEGE covenants and agrees as follows:

To pay the AUTHORITY within 30 days as billed for such services as provided above in this agreement.

3. The AUTHORITY and the COLLEGE mutually agree as follows:

- A. To review the rate or charge for sewage handling services annually and to agree to reasonable adjustments in such rates based on changes in labor and materials costs, pumping costs, and renewal and replacement costs.
- B. This agreement shall continue in full force and effect so long as the AUTHORITY is capable of conveying wastewater from the COLLEGE, provided that if by operation of law or otherwise the AUTHORITY or the COLLEGE shall cease to exist then, in that event this agreement and all responsibilities and liability of the AUTHORITY or the COLLEGE of whatever kind hereunder shall terminate.

The Minutes will reflect that Mr. Taylor is present.

4. Peninsula Groundwater Study

Mr. Bass presented this matter to the Board recommending approval of the Resolution authorizing the Secretary to the Board to execute the agreement with the United States Department of Interior Geological Survey.

Mr. Edwards made the motion to approve the Resolution. The motion passed by a unanimous voice vote.

## RESOLUTION

### PENINSULA GROUNDWATER STUDY

WHEREAS, Peninsula water demand is increasing and additional water supplies will be needed by the year 2000, and

WHEREAS, groundwater may be used to supply increasing Peninsula water demands and,

WHEREAS, the United States Department of Interior Geological Survey (USGS) proposes to study Peninsula groundwater resources in cooperation with the State Water Control Board, the City of Newport News, James City County, the City of Williamsburg, and York County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes and directs the Secretary to execute the attached agreement with USGS.

Department of the Interior  
Geological Survey  
Joint Funding Agreement  
FOR  
INVESTIGATION OF WATER RESOURCES

THIS AGREEMENT is entered into as of the 1st day of July, 1983 by the GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the JAMES CITY SERVICE AUTHORITY, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a study to evaluate the water-supply potential of the aquifer system and evaluate the effects of proposed ground-water development in the lower York-James Peninsula, hereinafter called the program.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and office work directly related to this program, but excluding any general administrative or accounting work in the office of either party and excluding the cost of publication by either party of the results of the program.

(a) \$14,550.00 by the party of the first part during the period  
July 1, 1983 to June 30, 1984

(b) \$14,550.00 by the party of the second part during the period  
July 1, 1983 to June 30, 1984

(c) Additional amounts by each party during the above period as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

3. Expenses incurred in the performance of this program may be paid by either party in conformity with the laws and regulations respectively governing each party, provided that so far as may be mutually agreeable all expenses shall be paid in the first instance by the party of the first part with appropriate reimbursement thereafter by the party of the second part. Each party shall furnish to the other party such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

4. The field and office work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the progress of the work all operations of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.



7. The original records resulting from this program shall be deposited ultimately in the office of the party of the first part and shall become part of the records of that office. Copies shall be furnished to the party of the second part upon request.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

5. Ware Creek Condemnation Funding

Mr. Oliver presented this matter to the Board stating that because the County, not the Authority, is the entity doing the condemnation, and that a liability may exist prior to July 1, 1983, it is necessary for the County to amend its FY 84 appropriations. He recommended approval of the Resolution reflecting the fact that the funds will now be retained and used by the County.

Mr. Taylor stated that he did not like the idea of the County holding the title to the developer's property when the reservoir will not be constructed at this time. He stated he would not support this Resolution.

Mr. Mahone made the motion to approve the Resolution. The motion passed by a 3-1 voice vote.

RESOLUTION

FY 1984 CAPITAL PROJECT APPROPRIATION AMENDMENT

WHEREAS, the Board of Directors of the James City Service Authority has appropriated funds the fiscal year beginning July 1, 1983, and

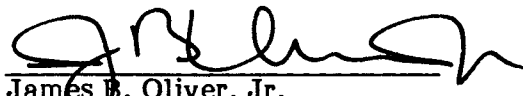
WHEREAS, certain funds to have been contributed by James City County in support of Service Authority capital projects will now be retained by the County and used by them.

NOW, THEREFORE, BE IT RESOLVED, by the James City Service Authority Board of Directors that the FY 84 appropriation adopted on May 9, 1983 is hereby amended to reflect that \$119,350 less be transferred from the James City County Capital Project Fund and that \$119,350 less be appropriated for the Ware Creek Reservoir project.

**D. BOARD REQUESTS AND DIRECTIVES**

Mr. Mahone made the motion to adjourn. The motion passed by a unanimous voice vote.

The Board of Directors meeting **ADJOURNED** at 7:25 P.M.



James B. Oliver, Jr.  
Secretary

RS  
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