

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 8TH DAY OF SEPTEMBER NINETEEN HUNDRED EIGHTY-SIX AT 7:08 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

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

James B. Oliver, Jr., Secretary
John E. McDonald, Treasurer
Frank M. Morton, III, County Attorney
Sanford B. Wanner, Business Manager

B. MINUTES - August 4, 1986

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

The motion passed by a unanimous voice vote.

C. CONSENT CALENDAR - None

D. BOARD CONSIDERATIONS

1. National Park Service - Extension of 8" Water Main on Neck-O-Land Road

Mr. Sanford Wanner stated this matter had been deferred at the Board's August 4, 1986 meeting in order to have staff prepare a recommendation on discounting fees for the National Park Service, as they had been in negotiations with the James City Service Authority prior to the increase in connection fees. Mr. Wanner stated the County Attorney's office has indicated that this is not a proper case for discounting of the system connection fee and the National Park Service has been notified of this and has agreed to pay the full connection fee.

Mr. Mahone stated his concern at the last meeting was that negotiations had been underway before the rate increase and his question was in reference to the cut-off date, rather than a request for consideration of a discount on connection fees.

Mr. DePue made a motion to approve the resolution.

The motion passed by a unanimous voice vote.

RESOLUTION

National Park Service Water Extension Agreement

WHEREAS, the Board of Directors of the James City Service Authority desires to extend water mains as recommended in the Master Water Plan, within the primary service area; and

WHEREAS, the National Park Service has agreed to construct an 8-inch water main from the intersection of Constance Avenue and Neck-O-Land Road to the Park Service property at the end of Neck-O-Land Road, a distance of approximately 1,200 feet.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia hereby authorizes and directs its Chairman and Secretary to execute an agreement with the National Park Service.

BE IT FURTHER RESOLVED that the Board of Directors hereby appropriates \$1,800 from the Utility Contingency Account to the National Park Service Water Extension, Capital Projects Fund, for payment of one tee and one fire hydrant assembly.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes and directs the Secretary to the Board to execute all contracts necessary to construct said water main.

2. **Authorization of Payment - Greensprings Road Water Extension**

Mr. Sanford Wanner stated the Board had previously executed an agreement which would pay the developer \$40,000 upon satisfactory completion of a 12" water transmission main. Mr. Wanner further stated the Board had formally accepted dedication of the water main on August 4, 1986 and requested the Board approve the resolution authorizing the payment.

Mr. DePue made a motion to approve the resolution.

The motion passed by a unanimous voice vote.

RESOLUTION

**Authorization of Payment - Greensprings Road
Water Transmission Main Extension**

WHEREAS, on July 8, 1985 the Board of Directors executed an agreement with David M. Murray providing for the extension of a 12" water transmission main along Greensprings Road; and

WHEREAS, the water transmission main has been constructed in accordance with technical requirements of the Service Authority, and

WHEREAS, the Board of Directors formally accepted dedication of the water transmission main on August 4, 1986.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes the payment of \$40,000 to David M. Murray in accordance with the July 8, 1985 agreement.

E. BOARD REQUESTS & DIRECTIVES

Mr. Mahone referenced a letter from Mayor Robert C. Walker, City of Williamsburg, indicating the City of Williamsburg is not interested in terminating its provision to furnish water to certain sections of the County at this time.

Mr. Mahone stated that after discussions with Mr. Bingley, Bruton District, York County Board of Supervisor, he feels the SHNI Corporation should be allowed to connect to the James City Service Authority sewer system. Mr. Mahone stated he feels the County's Capital Improvements Program on sewer is moving in a different direction and this connection would not interfere with future County plans.

Mr. Brown stated he had talked with the York County Board of Supervisors' Chairman and it is his understanding that they will contact the Board and provide a specific time frame by which SHNI Corporation would be able to disconnect from the County sewer system.

Mr. DePue stated he is concerned about the precedence this case could set and stated he is reluctant to vote on this matter without knowing a specific time frame for disconnection.

Mr. John Stevens, attorney for SHNI Corporation, stated his office would try to facilitate the communication and commitment of York County.

Mr. Mahone stated Mr. Bingley indicated it is not economically feasible for York County to run a sewer line in this area at this time.

Mr. Taylor stated he feels the Board needs a commitment from York County before it can vote on this matter.

It was the consensus of the Board to have the County Administrator contact York County and communicate the Board's concerns regarding this matter.

Mr. Brown made a motion to recess until such time as the Board of Supervisors enters into Executive Session to discuss a real estate matter.

The Board recessed at 7:35 p.m.

The Service Authority reconvened at 10:50 p.m. and went into executive session with the Board of Supervisors to discuss a land acquisition matter.

The Service Authority reconvened into public session at 11:27 p.m. and adjourned at 11:28 p.m.



James B. Oliver, Jr.
Secretary to the Board

COOPERATIVE AGREEMENT
COLONIAL NATIONAL HISTORICAL PARK/JAMES CITY SERVICE AUTHORITY
WATER MAIN EXTENSION
NECK-O-LAND ROAD

THIS AGREEMENT, made this _____ day of _____, 1986 by and between the JAMES CITY SERVICE AUTHORITY, an Authority incorporated and existing under the laws of the Commonwealth of Virginia, whose principal office is Williamsburg, Virginia, and whose address is 1321 Jamestown Road, Unit 103, Williamsburg, Virginia, 23185, hereinafter referred to as "Authority"; and the COLONIAL NATIONAL HISTORICAL PARK, NATIONAL PARK SERVICE, represented by the Regional Director, Mid-Atlantic Regional Office, National Park Service, or his designated representative at 143 South Third Street, Philadelphia, Pennsylvania, 19106, hereinafter referred to as "National Park Service".

WITNESSETH:

WHEREAS, the Authority was established by the James City County Board of Supervisors to facilitate the development of water and sewerage services in certain duly designated project areas of James City County, Virginia, and

WHEREAS, the National Park Service has determined it in their best interest to have water at the Jamestown Maintenance Area supplied by the Authority, and

WHEREAS, the Authority and National Park Service have reached certain agreements regarding National Park Service participation in the construction of a Water Main Extension required for the purpose described above, together with other matters which they now desire to more fully set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The Authority acknowledges it has reviewed the considerations involved in extending water service from their existing facilities at the corner of Constance Avenue and Neck-O-Land Road, to the

National Park Service property at 533 Neck-0-Land Road as shown in the attached N.P.S. Approved Drawing No. 333/60,540, entitled "Site Plan, Maintenance Area, Jamestown". As a result of this review, the Authority hereby approves the proposed installation for construction by the National Park Service.

2. The National Park Service will construct the water main extension at its own expense, as normally required by the Authority in providing water service to existing off-site developments, as set forth in Section 28(d)(2) of the "Regulations Governing Utility Service" of the Authority, and as such National Park Service action is authorized by the Act of August 8, 1953, as amended, 67 Stat. 495, 16 USC, Section 1b(2) and (6).

3. The National Park Service will construct said extension in accordance with approved drawing referenced above, and in accordance with "Standards and Specifications, Water Distribution Systems", set forth by the Authority.

4. The National Park Service will obtain the required State permit for installing the water main within the State roadway right-of-way.

5. The National Park Service will provide all Project Supervision required during construction.

6. The Authority will, upon completion of construction, inspect said extension and its appurtenances. If found to be in compliance with all provisions of said drawing and specifications, the Authority will accept the new facilities in writing, pending the receipt of applicable connection fees.

7. The National Park Service will pay the connection fees normally levied, for each service connection made to National Park Service property. The fees per connection, using a 5/8-inch meter, will be as follows:

System Facilities Charge	\$1,500.00
Local Facilities Charge	0.00
Service Connection Charge (Inspection)	<u>10.00</u>
Total Fee per Connection	\$1,510.00

Since a total of three (3) such connections will be made, the total connection fee the National Park Service will pay to the Authority is \$4,530.00.

8. The National Park Service will be responsible for and obligated to correct all deficiencies in construction and installation of the new facility for a period of one year from the date of acceptance of the facility by the utility.

9. The Authority will make refund payments to the National Park Service out of revenues collected from local facilities charges remitted to the Authority by the owners of property and affected non-users whose property is benefitted by the Water Main Extension, under the terms set forth by the Authority in Section 28(d)(2)(a) of "Regulations Governing Utility Service".

10. The Authority will provide water to the National Park Service as obligated by their own "Regulations Governing Utility Service", except that this Agreement will prevail in cases of contradicting terms.

11. The National Park Service and residents of the subject park quarters to which connection is herein being made will pay the normal monthly rates for water service based on actual consumption.

12. The Authority, following their written acceptance of the new facility, will own, operate, and maintain all facilities upstream of the service connection at each meter, except as noted in paragraph 8. above.

13. The National Park Service will grant the Authority a 10-foot right-of-way across the National Park Service lands, centered over the new facilities, in accordance with the Code of Federal Regulations, Title 36, Chapter 14. The right-of-way will be used for the sole purpose of providing water to the National Park Service. Any activity within that right-of-way will be subject to the regulations and policies of the National Park Service.

14. The Authority will pay for the cost of installing one 8" x 6" tee and one Fire Hydrant Assembly at Station 6+00 as shown on the approved drawings referenced above.

15. The National Park Service shall satisfactorily complete said Water Main Extension by December 31, 1986 or this agreement shall terminate and all obligations set forth herein shall be null and void.

IN WITNESS WHEREOF, the James City Service Authority has caused this Agreement to be executed by _____, its Chairman, attested by _____, Secretary, and the National Park Service has caused this Agreement to be executed by James W. Coleman, Jr., Regional Director of the Mid-Atlantic Region.

JAMES CITY SERVICE AUTHORITY

By Thomas D. Mahone
Chairman

ATTEST:

[Signature]
Secretary

**COLONIAL NATIONAL HISTORICAL PARK,
NATIONAL PARK SERVICE**

By _____
Regional Director
Mid-Atlantic Region

By _____
Contracting Officer

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