

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 3RD DAY OF NOVEMBER NINETEEN HUNDRED EIGHTY-SIX AT 7:15 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 - October 20, 1986 - Regular Meeting

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

The motion passed by a unanimous voice vote.

C. BOARD CONSIDERATIONS

1. Interceptor Force Main - Longhill Road

Mr. Sanford Wanner, Business Manager of the Service Authority, explained the details of the proposed agreement with the Hampton Roads Sanitation District (HRSD) for the construction of the Interceptor Force Main along the Longhill Road Corridor.

Mr. Mahone said the construction of the interceptor force main will divert the flow and reduce loads on lift stations 1-1, and 1-2, thereby increasing capacity at Longhill Road which will provide future capacity for the constructions anticipated along Longhill Road.

Mr. Brown inquired as to the exact location of the interceptor force main and the depth at which it would be buried.

Mr. Wanner responded it would be located, along the edge of County property, on the left side of 1501 Country Club Drive.

Mr. Wayland Bass, Director of Public Works, said the pipeline would be placed about 5 to 6 feet deep.

Mr. Brown stated he was not happy with the route the force main is going to take.

Mr. Wanner said he would present the Board's concerns to the Hampton Roads Sanitation District engineers.

Mr. DePue inquired about the conditions of the annual payment guarantee of \$75,000.

Mr. Edwards asked if the agreement is approved who would determine the final route for the force main line.

Mr. Wanner stated the Board of Supervisors will have to approve a Special Use Permit.

Mr. Mahone said the Board desires HRSD consider a different route. The present route will affect 30 homes and it would be in the best interest of these property owners to seek an alternate route.

Mr. Edwards inquired as to the impact the construction of the force main would have on the Service Authority system.

Mr. Oliver said that the force main as proposed will not by itself create additional sewerage capacity. The force main is a part of the improvement program adopted in the sewer plan and that improvement program will increase the Authority sewerage capacity. The force main will need to be supplemented by increased pump station capacity, gravity mains, and other improvements before a major increase in system capacity can be implemented. These several additional components will also require discreet decision points for both the County and the Authority.

Mr. Mahone suggested providing services at the beginning.

Mr. Edwards inquired if the Board would have the opportunity to talk with citizens and HRSD before the route is set.

Mr. Taylor made a motion to approve the resolution.

The motion passed by a unanimous voice vote.

RESOLUTION

AGREEMENT FOR CONSTRUCTION OF AN INTERCEPTOR FORCE MAIN

WHEREAS, the James City Service Authority Board of Directors has identified in its Capital Improvements Program the need to make sewer system

improvements in the Powhatan Creek system; and

WHEREAS, the Board feels it essential to expedite the construction of interceptor facilities, and

WHEREAS, Hampton Roads Sanitation District (HRSD) agrees to have such facilities constructed provided the Service Authority is agreeable to certain assurances and guarantees which will make it practicable for HRSD to proceed at this time with the required construction.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes and directs its Chairman and Secretary to execute an agreement with the Hampton Roads Sanitation District for the construction of an interceptor force main in James City County.

D. BOARD REQUESTS AND DIRECTIVES

Mr. Mahone expressed his appreciation to Mr. Wanner for the quick response by the Service Authority to repair a water line at 116 Kingspoint Drive.

Mr. Taylor made a motion to adjourn.

The motion passed by a unanimous voice vote.

The Board of Directors adjourned at 7:36 P.M.

Mr. Mahone reconvened the Board of Directors back into session at 10:21 P.M.

Mr. Mahone made a motion to approve the resolution designating the Acting County Administrator as Secretary to the Board of Directors.

The motion passed by a unanimous voice vote.

RESOLUTION

**DESIGNATION - ACTING COUNTY ADMINISTRATOR
as SECRETARY to the BOARD OF DIRECTORS**

WHEREAS, the County Administrator of James City County has served as the Secretary to the Service Authority Board of Directors, and

WHEREAS, this position will be vacated on November 14, 1986, and an Acting County Administrator will be appointed.

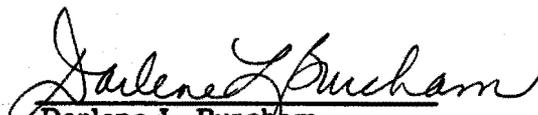
NOW, THEREFORE, BE IT RESOLVED that the James City Service Authority

Board of Directors hereby designates the Acting County Administrator as its Secretary effective November 15, 1986.

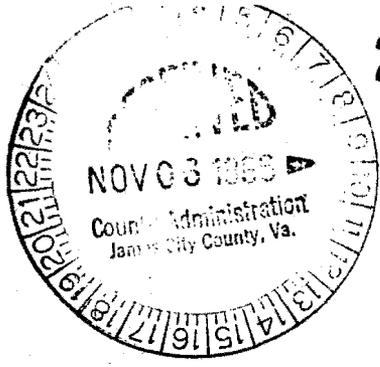
Mr. Brown made a motion to adjourn.

The motion passed by a unanimous voice vote.

The Board of Directors adjourned at 10:22 P.M.


Darlene L. Burcham
Secretary to the Board

AGREEMENT FOR CONSTRUCTION
of
AN INTERCEPTOR FORCE MAIN
IN THE COUNTY OF JAMES CITY



THIS AGREEMENT, between the JAMES CITY SERVICE AUTHORITY OF JAMES CITY, VIRGINIA (Authority), and the HAMPTON ROADS SANITATION DISTRICT (District), entered this 3rd day of November, 1986.

W I T N E S S E T H:

THAT WHEREAS, the Authority finds it essential to expedite the construction of interceptor facilities within James City County as specifically described below; and

WHEREAS, such facilities constitute interceptor facilities within the normal responsibility of the District, but which in its normal course the District would probably not construct in the immediate future; and

WHEREAS, the District agrees to have such facilities constructed provided the Authority is agreeable to certain assurances and guarantees which will make it practicable for the District to proceed at this time with the required construction.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I. DESCRIPTION OF FACILITIES

In keeping with the District's Development Plan, 1983, and the Master Plan Sanitary Sewer Systems for the County of James City, Virginia, the District will construct:

Approximately 12,000 feet of 24-inch force main along Longhill Road (State Route 612) from the existing District force main on Longhill Road (612) to Country Club Drive (State Route 1501).

II. CONSTRUCTION OF FACILITIES

A. Cost of Construction:

The total cost of the interceptor facilities, as specifically defined by plans and specifications for the work, prepared by or for the District and approved by the Authority, such costs to include (a) construction contract costs for the facility; (b) cost of engineering design, construction supervision and inspection; (c) the cost of advertising for bids, review by the District consultants, and other miscellaneous essential expense; and (d) the cost of land and rights-of-way acquired for construction from property other than that owned by the Authority or James City County or in public rights-of-way; the total amount of these costs to be reduced by any Federal or State grant funds received for the construction of the facilities. The records of these costs shall be available for review by the Authority at any mutually convenient time.

B. Approval of Plans and Specifications:

The District agrees that before any construction work is begun under this agreement, it will submit to and secure approval from the Authority (in writing) of final plans and specifications for the work.

C. Ownership of Facilities:

The facilities constructed hereunder shall be and remain the property of the District.

III. OBLIGATION OF THE DISTRICT

A. Collection of Service Charges:

The District and the Authority agree that Sewage Disposal Facilities Charges (tap fees), normally made by the District will be charged for each connection to the lines previously described in Section I. Sewage Disposal

Service Charges shall be collected by the District in accordance with provisions of the rate schedule in effect at the time of collection. The Authority, however, reserves the right to charge and collect sewage tap fees and service charges as appropriate in addition to the District charges. The District shall maintain a complete and accurate record of all Sewage Disposal Service Charge collections and such records shall be available for inspection by authorized representatives of the Authority during normal working hours.

B. Revenue Credit to the Authority:

When the District begins treatment of flows generated through the facilities described in Section I at its treatment plants, the District agrees to credit the Authority, at the end of each quarterly period, with 70% of all revenues collected by the District for Sewage Disposal Service Charges from new connections to the aforesaid facilities. Such new connections considered for the 70% credit will be those located more than one mile from existing District interceptors, as indicated on the attached map.

IV. OBLIGATIONS OF THE AUTHORITY

A. Payment to the District:

The Authority agrees to pay to the District, at the end of each quarterly period, one-fourth of the annual interest sum arrived at by multiplying total construction costs, as described in Section II, A, by the agreed interest rate of 7.5% less the 70% credit to the Authority as outlined in Section III, B, above. Payments will begin as of the date of completion of the interceptor and it becomes available for use. This agreement shall terminate when such 70% credits equal the amount of the Authority's quarterly payment and such 70% credits have not, for any quarterly period within one year prior thereto, been less than the Authority's quarterly payment.

B. Future Relocating of Lines

If any of such lines are required to be relocated to accommodate other public projects, relocation shall be at the expense of the project.

IN WITNESS WHEREOF, the Authority has caused this agreement to be signed by the Chairman in its behalf and its seal affixed and attested by the Secretary, pursuant to resolution adopted by the James City Service Authority Board of Directors on November 3, 1986 and the District has caused this agreement to be signed in its behalf by its General Manager and its seal affixed and attested by its Secretary in accordance with authorization granted by the Hampton Roads Sanitation District Commission at its regular meeting held on November 25, 1986.

JAMES CITY SERVICE AUTHORITY

By Thomas D. Mahone

ATTEST:

Darlene Z. Buchanan
Secretary

HAMPTON ROADS SANITATION DISTRICT

By James R. Borbay

ATTEST:

Shirley A. Croft
Secretary

0258h