

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE TWENTY-THIRD DAY OF NOVEMBER, NINETEEN HUNDRED EIGHTY-SEVEN, AT 8:10 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

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

David B. Norman, Secretary  
John E. McDonald, Treasurer  
Frank M. Morton, III, County Attorney  
Sanford B. Wanner, Business Manager

B. MINUTES - October 19, 1987

Mr. Mahone made a motion to approve the minutes as amended.

The amended minutes were approved by a unanimous voice vote.

C. CONSENT CALENDAR

Mr. Mahone made a motion to approve the items on the Consent Calendar.

The Consent Calendar was approved by a unanimous voice vote.

1. Transfer of Property from Sanitary District No. 2 to James City Service Authority

R E S O L U T I O N

TRANSFER OF ASSETS OF SANITARY DISTRICT NUMBER 2

WHEREAS, it is the desire of the Board of Directors of the James City Service Authority to accept the transfer of all assets and liabilities of the James City County Sanitary District Number 2.

NOW, THEREFORE, BE IT RESOLVED that it is determined to be in the best interests of the Authority to acquire all the assets of the James City County Sanitary District Number 2.

BE IT FURTHER RESOLVED that the officers of the Authority are hereby authorized and directed to execute and have recorded a Deed and Agreement from the District conveying all the real estate owned by the District to the Authority and to accept a Bill of Sale from the District conveying all personal property now owned by the District to the Authority.

BE IT FURTHER RESOLVED that this resolution shall be effective on and after November 23, 1987.

2. Proposed Amendment to Regulations Governing Utility Service - Chickahominy Development Block Grant

### R E S O L U T I O N

#### REGULATIONS GOVERNING UTILITY SERVICE

WHEREAS, the Board of Directors of the James City Service Authority has previously established regulations governing utility service and desires to amend same.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby amends Section 2 of the Regulations Governing Utility Service by adding a subsection (i) to read as follows:

When service is made available through the use of a Federal or State grant or loan under the terms of which availability charges, local and/or system, are required to be waived, the Authority shall not collect such fees as are prescribed to be waived by such grant or loan.

#### D. BOARD CONSIDERATIONS

1. Kensington Construction - Extension of a 12-Inch Water Transmission Main

Kensington Construction Corporation, Inc. has requested a water extension agreement to provide water to a proposed 25-lot subdivision to be constructed off Lake Powell Road. The developer has agreed to extend a 12-inch water transmission main along the west side of Lake Powell Road. This extension will facilitate the completion of that water transmission main. The developer will be providing the capital necessary to construct this transmission main.

The agreement provides that the Authority will pay \$10,850, the cost of upgrading the proposed water transmission main from 8 inches to 12 inches in diameter. Approval of this extension will make water available to approximately 15 dwellings not presently served, several of which have suspect wells.

Mr. Edwards questioned what the outcome would be if the County refused the developer's request.

Mr. Wanner stated the approval of the extension now will have benefit for future use and that the developer could build the 8-inch line.

Mr. Taylor questioned if it is wise to run a 12-inch line.

Mr. Brown stated this diameter line will greatly increase potential water flow; however, if it is the Board's desire to limit growth in this area, sewer hookup availability is the growth inhibitor.

Mr. Wanner indicated the Authority is taking advantage of an opportunity to get the highest yield on a developer's investment. Dwellings within the Primary Service Area must connect if the private well is failing.

Mr. Taylor made a motion to approve the resolution.

The resolution was approved by a unanimous voice vote.

R E S O L U T I O N

KENSINGTON CONSTRUCTION CORPORATION, INC./AUTHORITY  
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 Kensington Construction Corporation, Inc., has agreed to construct a 12-inch water main from Rolling Woods Drive, along Lake Powell Road to tax parcel (48-3)(1-16).

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Secretary to the Board of Directors are hereby authorized and directed to execute an agreement with the Kensington Construction Corporation, Inc., for the water main extension.

BE IT FURTHER RESOLVED that the Board of Directors hereby appropriates \$10,850 from the Utility Capital Contingency Account to the Kensington Construction Corporation, Inc., Water Transmission Extension Capital Project Fund for increasing the diameter of said water transmission main from 8-inches to 12-inches.

2. Water Extension Agreement for the City of Newport News

Mr. Edwards made a motion to approve the resolution for a Newport News water extension agreement for Wickham's Grant, Kingsmill.

The resolution was approved by a voice vote, Taylor, Edwards, Mahone - AYE, (3). NAY (0). Brown - ABSTAIN.

RESOLUTIONCITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties, Inc., has prepared plans for Wickham's Grant, a development in Kingsmill; and

WHEREAS, the City of Newport News has prepared a water extension agreement 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, does hereby authorize and direct the Chairman and Secretary to execute the Newport News Water Extension Agreement on behalf of the Service Authority.

E. BOARD REQUESTS AND DIRECTIVES - None

The Board of Directors convened into a work session.

Mr. Wanner requested the Board's guidance concerning water and sewer fees.

Mr. Robert Savage reviewed data including historical information about rates and fees, and connection fees for the period 1983-86, and the rates effective in 1987. Mr. Savage presented various charts to describe the recurring revenues vs. expenses, the annual cost of water in the County comparing JCSA with private water companies, and the comparison of annual cost of sewer and water in surrounding jurisdictions as well as in selected Virginia counties.

Mr. Wanner presented the Proposed FY 89 Operating Budget Highlights.

Mr. Brown requested that the County pursue the possibility of locating swings and picnic tables at the James Terrace well site.

Mr. Anthony Conyers, Jr., Director of Community Services, stated that the staff is rethinking the district parks concept.

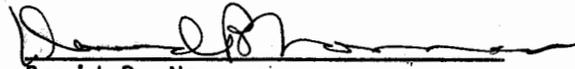
Messrs. Brown and Edwards support increased rates for FY 89.

Messrs. Taylor and Mahone support recommended rates for FY 89.

Mr. Mahone made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board adjourned at 9:37 p.m.



David B. Norman  
Secretary

0435w

AGREEMENT

KENSINGTON CONSTRUCTION CORPORATION, INCORPORATED/

JAMES CITY SERVICE AUTHORITY/WATER

WHEREAS, Kensington Construction Corporation, Incorporated (Owner), and the James City Service Authority (Authority) are desirous of reaching agreement on the provision of Authority water to that certain parcel of land containing 10.90 acres, located on Lake Powell Road, which parcel is situated in the Primary Service Area of the County and generally located in the area south of Rolling Woods Drive on tax map parcel (48-3)(1-16); and

WHEREAS, the Authority waterline is currently located on Lake Powell Road and Rolling Woods Drive; and

WHEREAS, the Owner's water needs for fire protection would be met by the installation of an eight-inch water transmission main from Rolling Woods Drive; and

WHEREAS, it is the desire of the Authority to increase the off-site water main to twelve inches.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the mutual promises hereinafter made and the payment of the sum of TEN DOLLARS (\$10.00) from the Owner to Authority, the Authority and the Owner agree as follows with respect to the off-site extension of the Authority's water transmission main:

1. The Owner agrees to pay for and to build or have built a 12-inch water transmission main from its current location on Lake Powell Road at Rolling Woods Drive south along Lake Powell Road to the entrance of the proposed subdivision. Engineering design, working drawings, and specifications shall be prepared by the Owner and shall be subject to review and approval by the Authority.
  
2. Authority agrees to pay Owner TEN THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$10,850), representing the difference in cost between installation of a 12-inch line over an 8-inch line, upon satisfactory completion of said water transmission main and dedication of the water transmission main to Authority.
  
3. The water main construction shall be inspected by the Authority, the project shall be publicly bid, and all construction shall be in accordance with the Standards and Specifications of the Service Authority.
  
4. Authority agrees to apply for and otherwise handle the application for a special use permit for construction of off-site Water Transmission Main.
  
5. The Authority shall be responsible for securing easements and permits relating to the off-site Water Transmission Main.

6. The Owner shall be entitled to refunds for the off-site extension of the water main under terms and conditions set forth in Section 28 of Regulations Governing Utility Service.

7. The Owner shall satisfactorily complete said 12-inch water transmission main and dedicate same along with the necessary easements to Authority by December 31, 1988, or this agreement shall expire and all obligations set forth herein shall be null and void.

WITNESS the following signature and seals this 23rd day of November, 1987.

*Alvin Lewis As Agent For.*  
KENSINGTON CONSTRUCTION CORPORATION,  
INCORPORATED

*David Norman*  
JAMES CITY SERVICE AUTHORITY

*Thomas D Mahone*  
BY: CHAIRMAN, BOARD OF DIRECTORS  
THOMAS D. MAHONE

ATTEST:

*David B. Norman*  
DAVID B. NORMAN  
Secretary

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