

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 31ST DAY OF OCTOBER, NINETEEN HUNDRED EIGHTY-EIGHT, AT 3:50 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Stewart U. Taylor, Chairman
Perry M. DePue, Vice-Chairman
Jack D. Edwards
Thomas D. Mahone
Thomas K. Norment, Jr.

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

B. MINUTES - September 26, 1988

Mr. Taylor asked if there were corrections or additions to the minutes.

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

The motion was approved by a unanimous voice vote.

C. PRESENTATION

1. Instructional Materials

Mr. Taylor presented booklets about safe water and water conservation for use in the elementary schools to Mr. Bill Williams, Science Curriculum Coordinator, Williamsburg/James City County Public Schools.

D. PUBLIC HEARING

1. Proposed Change to Regulations Governing Utility Service

Mr. Wanner stated that the proposed change to the Regulations Governing Utility Service would authorize the Board to grant a waiver to an applicant from public sewer connection requirement for commercial or industrial property for a period of up to three years when the applicant provides sufficient written justification, has Department of Health approval for an alternative sewage system, enters into an agreement with the Authority for a future public sewer connection, and pays all applicable fees and charges.

Mr. Taylor opened the public hearing, and as no one wished to speak, he closed the public hearing.

Mr. Norment made a motion to approve the resolution.

The motion was approved by a unanimous voice vote.

R E S O L U T I O N

UTILITY POLICY CHANGES

WHEREAS, the Board of Directors of the James City Service Authority has held a public hearing on certain proposed changes to the Regulations Governing Utility Service.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby adopts the attached change summarized below to be effective as of the date of this resolution.

1. The Board of Directors of the James City Service Authority may grant a waiver from connection to the public sewer system for commercial/industrial properties subject to various conditions.

E. CONSENT CALENDAR

1. Water Extension Agreement for the City of Newport News

Mr. Taylor asked if any Board member wished to discuss the Consent Calendar item.

Mr. Taylor made a motion to approve the Consent Calendar.

The motion was approved by a unanimous voice vote.

R E S O L U T I O N

CITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, Busch Properties, Incorporated has prepared plans for Wickham's Grant, Phase II, a development in Kingsmill; and

WHEREAS, The City of Newport News has prepared a water extension agreement for the extension of the city water main to serve this development; and

WHEREAS, All testing fees and inspection fees have been paid by Busch Properties, Incorporated.

NOW, THEREFORE, BE IT RESOLVED 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

F. BOARD CONSIDERATION

1. Carter's Grove Archaeology Museum Sewer Connection

Mr. Wanner stated that Colonial Williamsburg plans to construct a new archaeology museum at Carter's Grove, and had requested a waiver to use a septic system on a conditional basis until three years from date of occupancy in lieu of connection to the existing public sewer system serving the reception center on the property. The Department of Health approved the museum's sewage disposal system, and Colonial Williamsburg agreed to all applicable charges necessary for a future connection to the public sewer system.

Mr. Stewart made a motion to grant the waiver.

The motion was approved by a unanimous voice vote.

G. BOARD REQUESTS AND DIRECTIVES

Mr. DePue stated that the Task Force for Battered Women house on Route 5 was in danger of being closed for health reasons because of septic tank problems.

Mr. Wanner proposed two solutions: 1) A grinder pump and two-inch force main for the property, or 2) two-inch force main available for limited sewer service to two or three existing houses on John Tyler Highway, with projected cost of \$12,000 for each. Board approval was needed because the property is outside the Primary Service Area.

The Board gave its approval for a sewer extension by consensus.

Mr. Wanner advised the Board that a public bid would be advertised for the sale of the Adams Road well site with a minimum bid of \$3,000 and requiring the buyer remove the existing well and piping.

Mr. Wanner also stated that the property originally proposed for a dumpster site was now surplus and would be offered for sale.

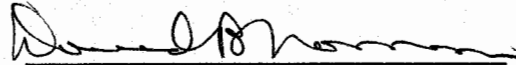
Mr. Wanner informed the Board that Mr. Calvin Owens of Owens Welding complained about utility rates, and he felt that the Service Authority should maintain his commercial grinder pump. Mr. Wanner indicated that the Authority would maintain the pump until repairs were made.

Mr. Wanner reported that a work session would be held at the November 21, 1988, meeting on utility rates, connection fees and financial briefing for FY 1990.

Mr. Edwards made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board of Directors adjourned at 4:17 p.m.



David B. Norman
Secretary

0821w

- (a) Service to existing structures. An owner or tenant of property adjacent to a right-of-way or easement within which there is located a public water main or public gravity sewer or both shall connect each existing structure or mobile home situated thereon to the facilities of the Utility or (at the option of the Utility) to HRSD; provided, however, an owner or tenant of property shall not be required to connect an existing structure or mobile home situated thereon to a public water main or to a public gravity sewer when the following conditions apply:
- (1) Water: the existing structure or mobile home is used principally for residential purposes and is served by a domestic supply or source of potable water which meets the standards established by the Virginia Department of Health.
 - (2) Sewer: the existing structure or mobile home is used principally for residential purposes and is served by a private septic system or domestic sewage system which meets applicable standards established by the Virginia Department of Health.
- (b) Time to connect. The owner or tenant of an existing structure shall comply with this connection regulation within one (1) year after receiving from the Utility written notice that utility service is available.
- (c) Plumbing facilities. An existing structure which is required by these Regulations to connect to a utility service of the Utility but is not equipped with plumbing facilities required by the Virginia Uniform Statewide Building Code shall be so equipped and connected to the available utility service.
- (d) Service to future structure, new development. An owner of property shall be required to connect to the facilities of the Utility: each development or each future structure not part of a development when such development or future structure shall be situated on property adjacent to a right-of-way or easement within which there is located a public water main or wastewater line.

The Board of Directors of the James City Service Authority may grant a waiver for a period not to exceed three years for commercial/industrial properties to the requirement to connect to public sewer under the following terms and conditions:

- 1) *The applicant submits in writing a substantial justification for such a waiver; and*
- 2) *The applicant has Department of Health approval for alternative sewage system; and*

- 3) *The applicant enters into an agreement with the James City Service Authority with a letter of credit in favor of the Authority in an amount that will cover the cost of such service connection, the amount to be set by the Authority and to be based on the cost of such connection at the expiration of the waiver period; and*
- 4) *The applicant agrees to pay 33% of the connection fee for the period of the waiver prior to the approval of the waiver by the Authority; and*
- 5) *The applicant agrees that the balance of the connection fee due at the end of the waiver period shall be calculated on the then existing rate; and*
- 6) *The applicant agrees to pay the balance due and any other applicable service charges prior to service being provided.*

(e) Access. The connection of development or an existing or future structure to a utility service of the Utility shall not be required when access to the affected property requires the crossing of property of another owner, Utility property and property of the Virginia Department of Highways and Transportation excepted.

(f) Application required. The owner or tenant, when required by these Regulations to connect to a utility service, shall make "Application for Service and Contract" in accordance with Section 3 below.

0779w

Extension Agreement No. 040 - FY89

Location: Wickham's Grant - Phase II
Roberts District
James City County, Virginia

CITY OF NEWPORT NEWS, VIRGINIA
DEPARTMENT OF PUBLIC UTILITIES
AGREEMENT TO EXTEND WATER MAIN
BY CONTRACTOR

This Agreement, made this 21 day of November
19 88, by and between the City of Newport News, a Municipal
Corporation of the Commonwealth of Virginia, hereinafter referred
to as "City", and James City Service Authority, hereinafter
referred to as "Applicant".

WHEREAS, the Applicant has applied to the City for
permission to connect to its system and extend the water main or
mains to serve the premises, constructed or intended to be
constructed, on the tract or plot of land as shown on the
development map or plot plan attached hereto and made a part
hereof, known as Wickham's Grant - Phase II, marked Exhibit "A";
and,

WHEREAS, the City is willing to permit connection to its
system and provide retail water service to the aforementioned
development.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Applicant agrees:

a. At his own sole cost and expense, to furnish all labor, tools, materials and services to install, disinfect and tie-in water main and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Distribution Standards. Construction Drawings will be furnished by the City after execution of this Agreement and water pipeline work will not begin without these drawings.

b. At his own cost and expense and before final tie-in, to furnish complete "as-built" drawings, a one year maintenance bond (see Exhibit "D"), manufacturer's affidavits, construction materials and a breakdown of the total cost of the water pipeline as paid by the Applicant.

c. To pay the City upon execution and delivery of this Agreement, the sum of Four Thousand Four Hundred Sixty-Six Dollars, (\$4,466.00)^{*}, the estimated cost of meters, service pipes, laboratory fees, supervision and inspection, as shown on Exhibit "B", attached hereto. Upon completion of this project if it is found that actual cost exceeds the estimated costs shown on Exhibit "B", then the Applicant will pay the amount over the actual cost and if the actual cost is less, then the City will refund any excess of amount paid by the Applicant.

* plus System Development Charge
when due (see para 1d) CCC
10/18/84

d. To pay the current System Development Charge as established by ordinance in effect at the time of request for installation of each meter assembly when such installation is "made-ready-for" and requested by the Applicant (Estimated cost of System Development Charges are shown on Exhibit "B").

e. To furnish plat showing location of meters and provide a marker on site indicating location for meter installation on each lot or building as required. Site markers will be placed before the request for meter installation and before road surface material is placed on streets.

2. The City agrees, upon completion of the installation by the Applicant and compliance with the other terms of this Agreement:

a. Install metered services subject to current ordinance requirements as follows:

(1) Water service connection or tap must be installed for the Applicant within a period of three (3) years after the application. If, through no fault of the Department of Public Utilities, installation is not made within three (3) years from the date of application, the fees paid in connection therewith shall be forfeited.

(2) For (5/8"), (3/4") and (1") meter connections: a minimum of (10) service connections must be installed as a group to qualify for project service connection fee rates, all others are charged as individual service connections. For (1 1/2") and (2") meter connections: a minimum of three (3) service connections must be installed as a group to qualify for project service connection fee rates, all others are charged as individual service connections. Also, charges for required permits and street repair costs shall be made in addition to the service connection, if required.

b. Maintain and operate the system.

c. Refund to Applicant such amount as provided in the City Water Policy in existence on the date of this contract.

3. The Applicant and City agree:

a. That no work shall be started until this Agreement has been executed by the Applicant, approved by the City, and all streets and sidewalks have been brought to final subgrade and after construction drawings have been issued by the Department of Public Utilities.

b. That the City assumes no responsibility for pavement repair if services must be installed after streets are paved.

c. That the City assumes no responsibility for the settlement of the trenches for water mains after the installations are completed.

d. That the City shall have the right to make further extension of this water main extension after its completion.

e. That this Agreement shall be binding upon the respective parties, their successors and assigns.

f. That the facilities installed under this Agreement shall be the property of the City, its successors and assigns.

END OF PAGE FIVE

Continued on Page 6....

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as Wickham's Grant - Phase II, as shown on plat attached and total estimated cost for meters, service pipes, laboratory fees, supervision and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

260 feet of 4" Ductile Iron Pipe (Class 52)
 No fire hydrants
 1 tie-in
 1 blow-off

PIPELINE AND TIE-IN TO BE COMPLETED
 BY THE APPLICANT IN ACCORDANCE WITH
 DISTRIBUTION STANDARDS

CITY'S ESTIMATED SERVICE AND CHARGES

6 - 5/8" Meters	@ \$250.00	\$ 1,500.00
6 - Service Pipes for 5/8" Meters	@ \$440.00	2,640.00
4 - Laboratory Sample Fees	@ \$ 11.00	66.00
Supervision & Inspection		260.00

\$ 4,466.00 *

* plus System Development
 Charge when due (see para 1d)
 @ @ @ 10/18/87

Continued on Page 2....

ESTIMATED SYSTEM DEVELOPMENT CHARGE

These charges are based on the present System Development Charge. Actual charges will be based on current System Development Charge at time of request, which will be payable at the time of each request for meter installation. (See paragraph 1.d. of Agreement).

6 - 5/8" Meters @ \$555.00 \$3,330.00

A maintenance bond or letter of credit in the amount of \$2,500.00 is to be posted prior to acceptance and placing the water system in service which shall be in effect for one year beginning at date of pressure test.

The Applicant will place wooden stakes with the letter "W" to indicate locations for water services.

In the event that meters and service pipes may be covered with concrete driveways or walks, then such meters and service pipes will be relocated at the expense of the Applicant or Owner.