

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 19TH DAY OF JUNE, NINETEEN HUNDRED EIGHTY-NINE, AT 4:15 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

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

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

B. MINUTES - May 15, 1989

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

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

The motion was approved by a unanimous voice vote.

C. CONSENT CALENDAR

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

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

The motion was approved by a unanimous voice vote.

1. Water Extension Agreement - City of Newport News - Winthrop Rockefeller Archaeological Museum, Carter's Grove

R E S O L U T I O N

CITY OF NEWPORT NEWS WATER EXTENSION AGREEMENT

WHEREAS, the Colonial Williamsburg Foundation has prepared plans for the Winthrop R. Rockefeller Archaeological Museum; and

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

WHEREAS, all testing fees and inspection fees have been paid by the Colonial Williamsburg Foundation.

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.

D. BOARD CONSIDERATIONS

1. Smoking Policy

A smoking policy is proposed for facilities owned and operated by the James City Service Authority.

Mr. Edwards made a motion to approve the resolution with attached policy.

The motion was approved by a unanimous voice vote.

R E S O L U T I O N

S M O K I N G P O L I C Y

WHEREAS, numerous studies have concluded that smoking adversely affects the health of persons who are actively and passively exposed to tobacco smoke; and

WHEREAS, the James City Service Authority Board of Directors is interested in protecting the health and well being of employees and citizens who use County facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, approves the attached policy prohibiting smoking within the James City Service Authority facilities effective September 1, 1989.

E. PUBLIC COMMENT

Mr. Mel Bryant, 313 Farmville Lane, spoke in opposition to the requirement for public sewer connection for his property, stating that in his opinion this property does not meet the sewer connection requirement and that the adjacent lot at 120 Powhatan Drive was not required to connect in February 1985.

Discussion of the requirements followed, and Mr. Taylor made a motion to make an exception to the ordinance and allow use of a septic tank.

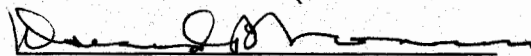
By voice, the vote was: AYE: Taylor (1). NAY: Edwards, Mahone, DePue, Norment (4).

By consensus, the Board requested that staff review the ordinance and make a recommendation of whether an amendment is needed.

Mr. Edwards made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board adjourned at 4:45 p.m.



David B. Norman
Secretary

1036w

270

Extension Agreement No. 156-FY89

Location: Winthrop R. Rockefeller
Archaeological Museum

Roberts District
James City County, Virginia

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

This Agreement, made this 23^d day of June,
19 , 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 to extend its
system and supply water service to 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 Winthrop R. Rockefeller Archaeological Museum, and
marked Exhibit "A"; and,

WHEREAS, the Applicant will deposit with the City upon
execution and delivery of this Agreement, the sum of \$4,358.00
which is the City's estimate of the cost of the installation of
one (1) 8" sprinkler service, plus the charge for one (1) 5/8"
meter (for irrigation) and service pipe installation. The charge
for the meter and service pipe installation is in no event
refundable. Estimated cost of sprinkler service installation, plus
charge for meter and service pipe installation, and easement
recordation is shown on Exhibit "B", attached hereto.

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 will 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").

2. The Applicant will furnish, at no cost to the City, all necessary easements for water facilities, prepared in compliance with City standard form (see Exhibit "C") prior to acceptance of the water system and tie-in to the existing system.

3. The Applicant will deposit the sum of \$4,358.00⁺ with the City for estimated cost of the installation of an 8" sprinkler service, cost of the meter, service pipe installation and appurtenances.

a. The City will retain the sum necessary to pay the cost of the sprinkler service and appurtenances.

b. The City will refund to the Applicant as soon thereafter as all costs have been ascertained, any excess of the deposit made by the Applicant over actual cost of the water facilities without interest.

c. Should actual cost of water facilities exceed the estimated cost thereof, Applicant agrees to pay on demand to the City, such amount as actual cost that exceeds the deposit.

*A plus System Development Charge
when due
(See para 1) cel 6/2/89²*

4. The City will install said sprinkler service, subject to provisions of this Agreement.

5. Facilities installed by the City pursuant to this Agreement shall be the property of the City, its successors and assigns.

6. The Applicant will furnish plat showing location of meter boxes and provide a marker on site indicating location for meter box installations on each individual lot or building as required.

7. The City shall have the right to make further extension of this water facility after its construction.

8. The City assumes no responsibility for settlement of trench for pipeline or service lateral after the installation is completed.

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

10. No work shall be started until any new streets and/or alterations of existing streets are brought to final subgrade with curb and gutter in place.

11. No permanent pavement shall be completed until it has been determined by the Applicant that all water facilities and service laterals have been installed.

12. The water meters and service laterals will be installed subject to the current ordinance requirements.

13. This Agreement shall be binding upon the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF NEWPORT NEWS

BY: FW Mueller
for Director, Department
of Public Utilities

(Name of Applicant)

BY: James Kennedy
(Name & Title)

ATTEST:

(to be used only when corporation is Applicant)

If corporation, must be signed by officer having authority to execute contracts and attested and seal affixed by secretary of corporation.

SMOKING POLICY

Purpose

The following establishes a policy for smoking in James City Service Authority owned and operated facilities and is designed to assure and protect the health and safety of County employees and the visiting public.

Definition

Smoking is defined as the holding, carrying, lighting, inhaling and exhaling of a lighted cigar, cigarette, pipe or other lit tobacco products.

Policy

Effective September 1, 1989, smoking will be prohibited in all County owned and operated facilities. This policy applies to all employees and citizens using these facilities.

Appropriate signs will be installed informing employees and the public that smoking is prohibited.

To assist in promoting nonsmoking among staff, smoking cessation programs will be made available to all employees who desire to participate. The smoking cessation programs will be offered for six to nine months after this policy goes into effect.

1154h