

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 21ST DAY OF MAY, NINETEEN HUNDRED NINETY, AT 4:29 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
Stewart U. Taylor, Vice Chairman
Perry M. DePue
Judith N. Knudson
Jack D. Edwards

David B. Norman, Secretary
John E. McDonald, Treasurer
Frank M. Morton, III, County Attorney
Larry M. Foster, Acting General Manager

B. MINUTES - April 9, 1990
April 16, 1990

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. BOARD CONSIDERATIONS

2. Fort Magruder Heights Water System

Mr. Larry Foster, Acting General Manager, stated that the Fort Magruder Heights Water System was privately held, consisted of several hundred feet of different size waterlines and a 435-foot deep 6-inch well, which serves 29 homes. He further stated that on April 10, 1990, the Fort Magruder Homeowners Association, by majority vote, agreed to authorize the Trustees to donate the water system to the Service Authority.

Mr. Foster explained estimated cost of improvements to the water system, if donation was accepted, to include: Rehabilitation and fencing of the well - \$7,000; Installation of meters - \$5,000; Connection to City of Williamsburg water supply - \$12,000; and, additional fire hydrant and piping - \$3,000, for a total of \$27,000.

Document

Collection

SPECIAL USE PERMITS

Mobile Home	N-A
Other	\$ 50

SITE PLANS

Residential Structures (Multi-Family)	\$ 50
Business or Shopping Center	\$ 50
Amendment to an approved plan	\$ 25

MASTER PLAN REVIEW

Initial Review	\$ 75
Revision of plan	N-A

SUBDIVISION PLAN REVIEW

Plat Review	\$25 per plat plus \$1 per lot over 15 lots.
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Facility Review	\$100 per wastewater pumping station or well facility.
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0290H

Mr. Douglas Johnson, 26 Magruder Lane, speaking on behalf of the Homeowners Association, voiced agreement by the property owners and the Board of Trustees of donating the water system to the Service Authority.

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

MAGRUDER HEIGHTS WATER SYSTEM

WHEREAS, the owners and Trustees of the Fort Magruder Heights Waterworks have requested the James City Service Authority to accept, by donation, the water system; and

WHEREAS, one of the Authority's goals is to acquire and operate privately held water systems to ensure the provision of safe water to County citizens; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, Virginia, authorizes the Chairman of the Authority to accept the Fort Magruder Heights Water System as a donation to the Authority.

NOW, THEREFORE BE IT FURTHER RESOLVED that the system will be supplied water from the City of Williamsburg under the following conditions:

1. The James City Service Authority will purchase the water at a rate of \$.50 over the retail rate offered to City customers.
2. The James City Service Authority will provide water to the subdivision at the earliest opportunity that it is economically feasible.

1. Property Acquisition - Casey

Mr. Foster stated that staff had negotiated acquisition of approximately 2.88 acres adjacent to the JCSA/County facility on Tewning Road in order to to relieve congestion as a result of growth in County and Authority operations.

Staff recommended approval of the resolution authorizing the Chairman of the Board of Directors to execute the agreement to purchase the property.

Mr. Edwards 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 NPROPERTY ACQUISITION - CASEY

WHEREAS, the James City Service Authority's operations and maintenance facilities located on Tewning Road are experiencing congestion due to lack of space; and

WHEREAS, Authority representatives have negotiated the purchase of 2.88 acres of property adjacent to the facility from its owners (Caseys); and

WHEREAS, the owners have agreed to sell the property to the Authority for \$148,500, and reimburse the Authority \$38,500 for sewer improvements associated with other adjacent properties; and

WHEREAS, the Authority has determined that the acquisition of the property will be in its interest by providing additional space for expansion of its operations and facilities; and

WHEREAS the agreement for the purchase of the property is contingent upon the expiration of the Agricultural and Forestal District, in which the property is located, and the rezoning of the property to an appropriate zoning designation.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Directors of the James City Service Authority, James City County, Virginia, is authorized to sign the agreement providing the terms for the acquisition of 2.88 acres of property adjacent to the existing Authority property on Tewning Road.

E. BOARD REQUESTS AND DIRECTIVES - None

The Board of Directors recessed for a work session on Regulations Governing Utility Service at 4:45 p.m.

Mr. Robert Smith, Assistant Manager, offered brief comments on the proposed amendments, which include provisions for deferred payments for connection fees for low income applicants, for connections that provide sewer to homes with failing drainfields, and provide clarification of existing regulations.

Following a brief discussion, Mr. Norment made a motion to adjourn.

The motion was approved by a unanimous voice vote.

The Board of Directors adjourned at 5:15 p.m.



David B. Norman
Secretary

THIS AGREEMENT, Made this _____ day of _____, 1990, by and between ROBERT T. CASEY and MARILYN T. CASEY, his wife, CARLTON D. CASEY and ELIZABETH W. CASEY, his wife, and CALVIN L. CASEY and ERCIL H. CASEY, his wife, hereinafter referred to as "CASEYS," the Seller, and the JAMES CITY SERVICE AUTHORITY, a body politic created by the County of James City, Virginia, hereinafter referred to as "AUTHORITY," the Purchaser.

WHEREAS, CASEYS are the owners of a certain tract of land located in the County of James City, Virginia; and

WHEREAS, AUTHORITY desires to acquire 2.88 acres of CASEYS' property, adjacent to the existing AUTHORITY property on Tewning Road, which is more fully described below.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) paid by AUTHORITY to CASEYS, the receipt of which is hereby acknowledged, and the covenants and agreements herein contained, the parties hereto agree as follows:

1. CASEYS shall grant, bargain, convey and sell, with General Warranty and English Covenants of Title, unto AUTHORITY 2.88 acres of land on or before January 15, 1991, time being of the essence, said land described as follows:

All that certain lot, piece or parcel of land situate, lying and being in James City County, Virginia and described as "2.88 Acres For Conveyance From R. T., C. D. & C. L. Casey to James City Service Authority"

as shown on that certain plat entitled, "PLAT FOR SUBDIVISION, TRANSFER & LINE EXTINGUISHMENT BETWEEN PROPERTIES OWNED BY ROBERT T., CARLTON D. & CALVIN L. CASEY, AND JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA," dated July 7, 1989, and made by AES, a professional corporation, which said plat is attached hereto.

Being a portion of the same property conveyed to the Grantor by deed dated January 19, 1962, from Carlton C. Casey et ux., of record in Deed Book 84, Page 257.

2. **AUTHORITY** shall, at closing, pay to **CASEYS** the sum of ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$148,500.00) for the aforesaid property.

3. **AUTHORITY** shall pay all survey costs and the costs of recording the plat of conveyance; **CASEYS** shall pay the expense of preparing the deed and the recordation tax applicable to **CASEYS**; and, except as otherwise agreed herein, **AUTHORITY** shall pay all expenses incurred by **AUTHORITY** in connection with this purchase, including its attorney's fees and recording costs.

4. **CASEYS** shall pay to **AUTHORITY**, at closing, the sum of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$38,500.00) for improvements to **AUTHORITY'S** sewer system.

5. (a) **AUTHORITY** shall, in return for said \$38,500.00 payment from **CASEYS** and within ninety (90) days following receipt of written notice from **CASEYS** that a segment of clearing and grading on Tawning Road extended has been completed (said clearing and grading to be accomplished, by

CASEYS at their expense, in no more than two segments), install up to one thousand (1,000) linear feet of 2-inch minimum diameter force main for sewer service to **CASEY'S** property on Tewning Road extended, commencing at the terminus of existing force main on Tewning Road; (b) **AUTHORITY** shall purchase and install necessary pumps and appurtenances for improvements to **AUTHORITY'S** Lift Station 4-2, which said improvements shall increase the capacity of Lift Station 4-2 sufficient to provide an additional 55 gallons-per-minute of sewage capacity for development of **CASEY'S** property on Tewning Road extended, as shown on that certain plan entitled "Preliminary Plan, Tewning Road Extension, Casey Property James City County, Virginia, Job No. 6632, November 21, 1988;" and (c) **CASEYS** and **AUTHORITY** acknowledge that, as of the signing of this contract, **AUTHORITY** has fully complied with the requirements set forth herein in Paragraph 5(b) with regard to the increase in the capacity of Lift Station 4-2.

6. This contract is contingent upon the following conditions:

(a) The withdrawal of the subject property from the AFD prior to acquisition by **AUTHORITY**;

(b) At the expense of **AUTHORITY**, subject property is to be rezoned to a zoning that allows expansion of the Tewning Road extended facilities by **AUTHORITY**. **CASEYS**

will cooperate in all respects for the timely processing of the rezoning application.

WITNESS the following signatures and seals and witness the following duly authorized signatures:

Robert T. Casey (SEAL)
ROBERT T. CASEY

Marilyn T. Casey (SEAL)
MARILYN T. CASEY

Carlton D. Casey (SEAL)
CARLTON D. CASEY

Elizabeth W. Casey (SEAL)
ELIZABETH W. CASEY

Calvin L. Casey (SEAL)
CALVIN L. CASEY

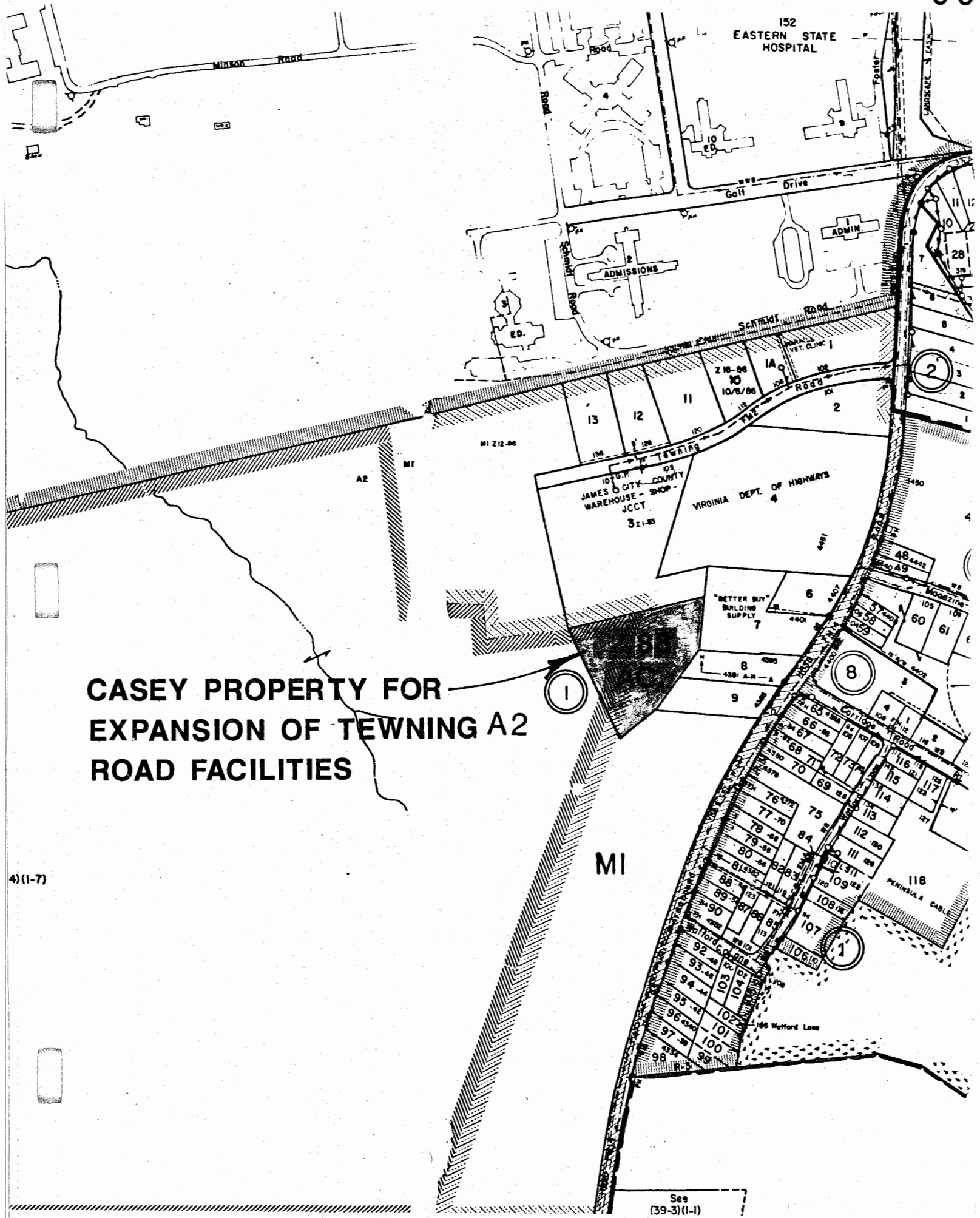
Ercil H. Casey (SEAL)
ERCIL H. CASEY

JAMES CITY SERVICE AUTHORITY

BY: James K. Smith
Chairman, Board of
Directors

ATTEST:

[Signature]
Secretary, Board of Directors



**CASEY PROPERTY FOR
EXPANSION OF TEWNING A2
ROAD FACILITIES**

4)(1-7)

See
(39-3)(1-1)