

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 18TH DAY OF APRIL, NINETEEN HUNDRED NINETY-FOUR, AT 8:40 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

**A. ROLL CALL**

David L. Sisk, Chairman  
Robert A. Magoon, Jr., Vice Chairman  
Perry M. DePue  
Jack D. Edwards  
Stewart U. Taylor

David B. Norman, Secretary  
John E. McDonald, Treasurer  
Leo P. Rogers, Assistant County Attorney  
Larry M. Foster, General Manager

**B. MINUTES - March 21, 1994**

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

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

The motion passed by unanimous voice vote.

**C. CONSENT CALENDAR**

Mr. Sisk asked if any Board member wished to remove an item from the Consent Calendar.

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

The motion passed by unanimous voice vote.

**1. Virginia Department of Health, Local Review Program**

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

**GENERAL PERMIT FOR DISTRIBUTION MAINS**

WHEREAS, the James City Service Authority executed a Memorandum of Understanding with the Virginia Department of Health in 1982 that permitted local review and approval of plans for extensions of water distribution lines; and

WHEREAS, local review and approval of water distribution line construction plans ensure compliance with local standards and specifications that exceed the Virginia Department of Health Waterworks Regulations; and

- WHEREAS, local review and approval of water distribution line construction plans reduce the time required for approval of site and subdivision plans that involve the extension of the water distribution system; and
- WHEREAS, the Virginia Department of Health must issue a General Permit for Distribution Mains for the James City Service Authority to continue to review and approve construction plans for the extension of water distribution mains in their service area; and
- WHEREAS, one of the conditions for the issuance of a General Permit for Distribution Mains is the execution of a Memorandum of Understanding between the Virginia Department of Health, Division of Water Supply Engineering and the James City Service Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does approve the execution of the Memorandum of Understanding with the Virginia Department of Health, Division of Water Supply Engineering for a General Permit for Distribution Mains.

2. National Drinking Water Week, May 1-7, 1994

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

**NATIONAL DRINKING WATER WEEK**

- WHEREAS, water is a basic and essential requirement to sustain life; and
- WHEREAS, our health, comfort and standard of living depend upon an abundant supply of safe water; and
- WHEREAS, water quality and conservation education is a community-based effort to ensure and adequate supply of safe drinking water for the future; and
- WHEREAS, twelve Tidewater jurisdictions will announce the formation of a regional coalition to promote the efficient use of water during National Drinking Water Week.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby designate the week of May 1-7, 1994, as NATIONAL DRINKING WATER WEEK and encourages citizens of James City County to participate in safe water quality and conservation efforts for this week and for all times thereafter.

**D. BOARD CONSIDERATION**

1. Groundwater Mitigation Program Administration Program

Mr. Larry M. Foster, General Manager, James City Service Authority, stated that James City Service Authority withdraws groundwater in accordance with permits that require inclusion of mitigation plans for impacts to private wells within the influence of the permitted well, and that were issued by the Department of Environmental Quality.

Mr. Foster further stated that the Hampton Roads Planning District Commission had proposed to initiate a program that would provide support for member jurisdictions' groundwater mitigation programs.

Staff recommended approval of the resolution.

The Board and staff discussed availability of water in future years by conservation and applying for additional permits.

Mr. DePue made a motion to approve the resolution.

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

## RESOLUTION

### GROUNDWATER MITIGATION PROGRAM ADMINISTRATION AGREEMENT

WHEREAS, the Hampton Roads Planning District Commission proposes to establish a program to support local efforts associated with groundwater withdrawal permits; and

WHEREAS, the James City Service Authority has identified the need for additional technical support associated with obtaining groundwater withdrawal permits and reviewing claims associated with existing private wells impacted by a permitted well.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the James City Service Authority, James City County, authorizes the County Administrator to sign the Groundwater Mitigation Program Administration Agreement which establishes the terms for receiving support from the HRPDC in its groundwater permitting program.

## E. PUBLIC COMMENT

Mr. Sisk acknowledged persons in the audience wishing to speak to a sewage issue.

1. Ms. Mary Lewis, 503 Spring Trace, asked the Board to review denial of claim for damages incurred when sewage backed up in her basement on March 27, 1994.

2. Ms. Dorothy Maguire, 505 Spring Trace, expressed thanks to the Service Authority employees for their help and promptness, and requested reconsideration of claim to reimburse the cost of carpeting her basement.

3. Ms. Jackie Linkous, 504 Spring Trace, stated that everything in her basement was ruined by the sewage backup and asked the Board to consider assistance for the damages.

The Board asked Mr. Foster for a brief report on the matter.

Mr. Foster explained that on March 27, 1994, a section of concrete pipe became lodged in a main line at a manhole in public right-of-way resulting in backup of sewage in a few houses in Season's Trace subdivision. Mr. Foster stated that a claim was filed with the Service Authority's insurance company, and that the claim was denied since negligence by the Service Authority was not a factor.

Discussion by Board and staff was held regarding where the pipe section had dislodged from and who had installed it.

Mr. Magoon inquired when investigation had begun and why all Board members were not alerted to that fact.

Mr. Foster responded that the insurance report was received around April 13, 1994.

Mr. Norman replied that insurance claims generally are not brought to the Board, but staff would prepare a complete report and bring it forward for Board review.

The Board requested the report be made at a meeting in two weeks on May 2, 1994.

F.

**BOARD REQUESTS AND DIRECTIVES - None**

Mr. Sisk declared a recess until a special meeting of the Board of Directors on May 2, 1994.

The Board recessed at 9:12 p.m.



David B. Norman  
Secretary to the Board

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## GROUND WATER MITIGATION PROGRAM ADMINISTRATION

### AGREEMENT

WHEREAS, Section 15.1-21 of the Code of Virginia enables local governments to enter into cooperative agreements to exercise those powers that each may be enabled to exercise including conducting technical analyses to support such activities; and

WHEREAS, Section 15.1-1400 of the Code of Virginia enables local governments to establish Planning District Commissions; and

WHEREAS, the fifteen local governments that are signatories to this Agreement have acted, in accordance with Section 15.1-1400 of the Code of Virginia, to establish the Hampton Roads Planning District Commission; and

WHEREAS, the Hampton Roads Planning District Commission has been requested and has undertaken various studies to support local government water supply development, including ground water resource management, efforts; and

WHEREAS, on behalf of the signatory local governments, the Hampton Roads Planning District Commission has contracted with the U.S. Geological Survey to complete various technical analyses of the region's ground water resources, including development of a methodology for allocating responsibilities for ground water impacts, as documented in Michael J. Focazio and Gary K. Speiran, Estimating Net Drawdown for Episodic Withdrawals at Six Well Fields in the Virginia Coastal Plain Aquifers, U.S. Geological Survey, Water Resources Investigations Report No. 93-4159, 1992; and

WHEREAS, the signatory local governments have requested the Hampton Roads Planning District Commission to administer a Regional Ground Water Mitigation Program on their behalf;

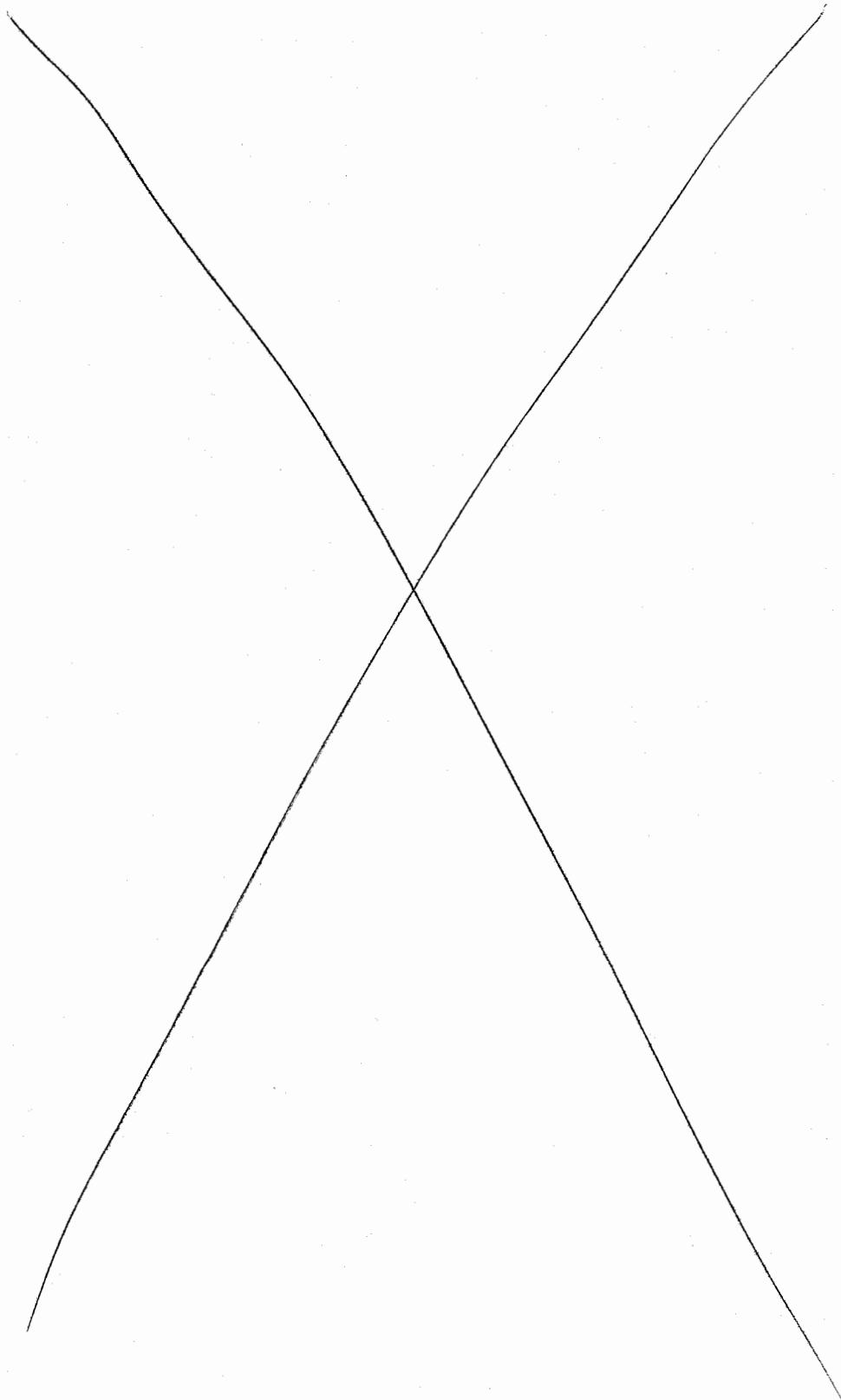
NOW THEREFORE, the signatory parties enter into the following Agreement.

This Memorandum of Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1994 among and between the fifteen cities and counties in Hampton Roads and the Hampton Roads Planning District Commission, establishes the Regional Ground Water Mitigation Program. It outlines the roles and responsibilities of each entity in administering and funding the Regional Ground Water Mitigation Program.

#### BASIC PREMISES

1. Some local governments in Hampton Roads operate public water supply wells inside and/or outside of their incorporated boundaries.

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2. All local governments in Hampton Roads are interested in ensuring that ground water drawdown associated with the operation of public water supply wells does not adversely impact the private wells of their citizens.
3. In the case where operation of a public water supply well causes or contributes to ground water drawdown that renders a well unusable, then mitigation of damages attributable to that drawdown may be sought by the well owner in accordance with local mitigation plans and/or agreements.
4. This Agreement establishes the administrative framework which will be used by the local governments in Hampton Roads to obtain technical analysis of requests for mitigation by private well owners or other local governments in Hampton Roads. Financial issues related to those requests are governed by existing interjurisdictional agreements and state-approved Ground Water Mitigation Plans, that are separate and distinct from this Agreement.
5. This Agreement applies to all local governments within the Hampton Roads Planning District. All fifteen local governments will be participants in and signatories to the Agreement.
6. This Agreement will have a term of six years, extending from January 1, 1994 through December 31, 1999. This is contemporaneous with local ground water withdrawal permits from the Virginia Department of Environmental Quality (State Water Control Board) and mitigation plans incorporated into those permits. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual renewal.
7. Program costs will be allocated on a pro-rata basis among the local governments. There will be a base buy-in of \$1000 per local government with the balance of annual costs allocated according to the local share of regional population. (The first year program cost for the period from January 1, 1994 through December 31, 1994 was \$40,000.) The most current estimate of population developed by the Center for Public Service, will be used as the population base for allocating program costs. Local contributions will be escalated annually to reflect program experience and projected HRPDC expenditures. Future private sector and non-Hampton Roads local governments participants will provide financial support to the program according a yet-to-be-determined formula, which will reflect actual program costs.

## HRPDC RESPONSIBILITIES

Under the terms of this Agreement, the Hampton Roads Planning District Commission is responsible for the following:

1. Conduct technical analyses of the impacts of ground water withdrawals.
2. Respond equitably and in a timely fashion to requests from all signatory local governments for analyses of the impacts of ground water withdrawals. The time frame for responses will be based on experience and the complexity of individual cases.
3. Develop technical recommendations on allocation of impact mitigation responsibility among the local governments. Initially, this determination will be based on application of the superpositioning methodology developed by the U.S. Geological Survey for the Hampton Roads Planning District Commission and its member localities. This methodology is described in Michael J. Faces and Gary K. Speiran, Estimating Net Drawdown for Episodic Withdrawals at Six Well Fields in the Virginia Coastal Plain Aquifers, U.S. Geological Survey, Water Resources Investigations Report No. 93-4159, 1992. It is understood that the superpositioning methodology applies to intermittently pumped wells and not to continuously pumped production wells.
4. Provide report(s) documenting the results of its technical analysis(es) to all signatory local governments.
5. In any case where an aggrieved party appeals a local government mitigation determination, provide the HRPDC analysis to the mitigation panel, established under the local government's mitigation plan. However, HRPDC will not serve as a member of the mitigation panel.
6. Provide other technical support, as requested, to the signatory local governments for other ground water analyses, including support for development of local ground water withdrawal permit applications and review of other proposed ground water withdrawals which may impact on ground water resources in the Hampton Roads region.
7. On request, provide technical staff support, at cost, to signatory local governments for data collection (field work), required by that local government's permit or mitigation plan, approved by the State Water Control Board (Department of Environmental Quality).

8. Develop staff capability to conduct more comprehensive impact analyses, using the U.S. Geological Survey Southeastern and Peninsula Models as those models are currently configured and calibrated or as they may be configured in the future. It is anticipated that use of these models will provide for analysis of both continuously and intermittently pumped wells, operated by both the public and the private sector.
9. Take steps, in conjunction with the signatory local governments, to involve private sector ground water users in the Regional Ground Water Mitigation Program. Administrative procedures and financial arrangements for private sector and non-Hampton Roads local government participation will be developed in the future, but will reflect the actual cost of the work.

#### LOCAL GOVERNMENT RESPONSIBILITIES

Under the terms of this Agreement, the signatory local governments are responsible for the following:

1. Serve as the initial point of contact for aggrieved parties. Request mitigation analyses from HRPDC in a timely fashion following claim.
2. Provide any locally-generated/collected data on ground water conditions and well construction that may be useful to HRPDC technical analyses.
3. Provide, in a timely fashion, all technical supporting data required by Mitigation Plans approved by the State Water Control Board (Department of Environmental Quality) as elements of Ground Water Withdrawal Permits, to HRPDC for use in analyses of mitigation claims.
4. Provide timely technical review of HRPDC analyses and conclusions.
5. Support HRPDC efforts to expand the mitigation program to cover all groundwater users.
6. Establish the appropriate mitigation panels, in accordance with local mitigation plans, to hear appeals of initial mitigation responsibility determinations.

#### PROCEDURE FOR REQUESTING MITIGATION ANALYSIS

Under this Memorandum of Agreement, the following process will be followed to request HRPDC technical support to address mitigation claims.

1. Aggrieved party contacts the locality of residence.

2. The local government contacts HRPDC and requests that an impact analysis be conducted. In addition, any signatory local government may request that an impact analysis be undertaken.
3. HRPDC conducts the analysis, as requested, and advises all signatory local governments of the results of the technical analysis(es).

## SIGNATORIES

The Agreement will be executed by the Chief Administrative Officer of each participating local government and by the Executive Director of the HRPDC. Individual signature pages are appended for each signatory.

CITY OF CHESAPEAKE

CITY OF FRANKLIN

CITY OF HAMPTON

CITY OF NEWPORT NEWS

CITY OF NORFOLK

CITY OF POQUOSON

CITY OF PORTSMOUTH

CITY OF SUFFOLK

CITY OF VIRGINIA BEACH

CITY OF WILLIAMSBURG

COUNTY OF GLOUCESTER

COUNTY OF ISLE OF WIGHT

COUNTY OF JAMES CITY

COUNTY OF SOUTHAMPTON

COUNTY OF YORK

HAMPTON ROADS PLANNING DISTRICT COMMISSION

IN WITNESS WHEREOF, the Chief administrative Oficer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF JAMES CITY

By:



Date:

4/18/94

Date: 4/18/94

Attest: Maxine Smith

By: