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AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 16TH DAY OF OCTOBER, NINETEEN HUNDRED NINETY-FIVE, AT 9:50 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

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

David B. Norman, Secretary  
Robert H. Smith, Treasurer  
Frank M. Morton, III, County Attorney  
Larry M. Foster, General Manager

B. MINUTES - October 2, 1995 - Regular Meeting

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

Mr. DePue made a motion to approve the minutes.

The motion passed by unanimous voice vote.

C. BOARD CONSIDERATIONS

1. Waterline Extension Agreement

Mr. Larry M. Foster, General Manager, James City Service Authority (JCSA), stated that the Jamestown/Yorktown Foundation is experiencing high levels of sodium in the well that serves Jamestown Settlement and is interested in connecting to the JCSA water system. The Foundation has agreed to reimburse the JCSA for the design and construction of an eight-inch waterline. The JCSA desires to upgrade the size of the waterline to a 12-inch line. The contract provides that the JCSA will pay the difference in the costs for the larger size waterline.

Mr. DePue made a motion to approve the resolution.

The motion passed by unanimous voice vote.

**RESOLUTION**

**WATERLINE EXTENSION AGREEMENT**

WHEREAS, the Jamestown/Yorktown Foundation has requested the James City Service Authority to extend an eight inch waterline approximately 4,800 feet from the intersection of 4-H Club Road and Greensprings Road to the Jamestown Settlement Facilities; and

WHEREAS, the Jamestown/Yorktown Foundation has agreed to reimburse the JCSA for the costs of the waterline design and construction; and

WHEREAS, the JCSA desires to enlarge the size of the waterline to 12 inches and agrees to pay the difference in the cost for the larger waterline.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of James City County, Virginia, authorizes the Chairman to sign an agreement with the Jamestown/Yorktown Foundation providing the terms for the extension of the JCSA waterline to the Jamestown Settlement.

BE IT FURTHER RESOLVED that the Board amends the James City Service Authority's FY 96 Capital Improvement Budget as follows:

Revenue:

Jamestown/Yorktown Foundation Waterline Construction	<u>\$175,000</u>
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Expenditures:

Jamestown Settlement Waterline	\$195,000
Water Supply Escrow	<u>(20,000)</u>
	<u>\$175,000</u>

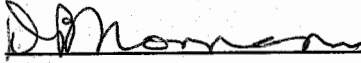
**D. BOARD REQUESTS AND DIRECTIVES**

The Board requested that Mr. Foster investigate the possibility of acquiring the Sydnor water systems located in the County in order to better manage water quality and service for County residents.

Mr. Taylor made a motion to adjourn.

The motion passed with a unanimous voice vote.

The Board adjourned at 10:00 p.m.

  
 \_\_\_\_\_  
 David B. Norman  
 Secretary to the Board

AGREEMENT IN PRINCIPLE  
COMMONWEALTH OF VIRGINIA/JAMESTOWN-YORKTOWN FOUNDATION  
and  
JAMES CITY SERVICE AUTHORITY  
Water - Jamestown Settlement

WHEREAS, JAMESTOWN-YORKTOWN FOUNDATION and the JAMES CITY SERVICE AUTHORITY desire to reach an agreement on the provision of Authority water to certain parcels of land owned by the Commonwealth of Virginia, located at 2206 and 2207 Colonial Parkway, off of State Route 31 South, containing approximately 47.099 acres and referred to as Jamestown Settlement, which parcels are generally located in the area of Glass House Point in James City County, Williamsburg, on tax map parcels (01-0-0016) and (01-0-0015).

WHEREAS, the Authority water transmission main is currently located at the intersection of Greensprings and 4H Club Roads, approximately 4,800 feet away from Jamestown Settlement.

WHEREAS, Jamestown Settlement's water needs can be met by the installation of an 8-inch water transmission main from its current location and the JCSA desires to upgrade the size of the waterline to 12 inches.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the mutual promises hereinafter made, the Commonwealth of Virginia agrees, to the extent of appropriation from the General Assembly, to reimburse the Authority for the reasonable, actual costs incurred for constructing an 8-inch water transmission main from its present location to the Jamestown Settlement facility.

In consideration of the above, the parties agree as follows:

1. JAMES CITY SERVICE AUTHORITY hereby agrees to accomplish the following:

a. To prepare specifications for the construction and installation of the water main. To have said specs reviewed by the Jamestown-Yorktown Foundation and the Commonwealth of Virginia, Bureau of Capital Outlay Management.

b. To obtain all necessary documents, approvals, and permits from the State Health Department, the Virginia Department of Transportation, and other such agencies or regulatory bodies as may be required, including easements, if necessary, from any private landowners or businesses. To have copies of said necessary documents provided to the Jamestown-Yorktown Foundation and the Commonwealth of Virginia, Bureau of Capital Outlay Management.

c. After obtaining approvals of the regulatory agencies, proper advertising, receipts of bids and acquisition of all required and necessary rights-of-way:

i. award the contract for construction of the water transmission main; and

ii. provide supervision and inspection of construction.

2. JAMESTOWN-YORKTOWN FOUNDATION agrees as follows:

a. Subject to appropriations made for this project, to reimburse all reasonable, actual design and construction costs for approximately 4,800 feet of 12-inch water transmission main from the Authority water main located at the intersection of Greensprings and 4-H Camp Roads, less the Authority contribution for increasing the size of the water transmission main from an 8-inch to a 12-inch diameter.

b. To make payments within 30 days of receipt of invoice from the James City Service Authority for progress payments requested by the designing engineer and water transmission main installation Contractor.

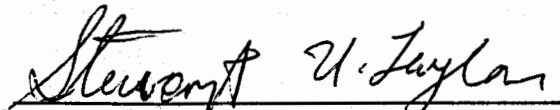
This Agreement shall be governed by the laws of the Commonwealth.

WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

COMMONWEALTH OF VIRGINIA  
JAMESTOWN-YORKTOWN FOUNDATION

JAMES CITY SERVICE AUTHORITY  
CHAIRMAN, BOARD OF DIRECTORS

\_\_\_\_\_  
Roy Knox, CPA, Director  
Administration & Finance

  
\_\_\_\_\_  
Stewart U. Taylor

COMMONWEALTH OF VIRGINIA  
ATTORNEY GENERAL'S OFFICE

\_\_\_\_\_  
Joan Murphy, Esquire

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_, whose name is signed to the foregoing, has acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires on: \_\_\_\_\_.

COMMONWEALTH OF VIRGINIA

~~CITY~~/COUNTY OF James City, to wit:

I, Mary Frances Rieger, a Notary Public in and for the County and State aforesaid, do hereby certify that Stewart W. Taylor, Chairman, JCSA, Board of Directors, whose name is signed to the foregoing, has acknowledged the same before me.

GIVEN under my hand this 16th day of October, 1995.

Mary Frances Rieger  
NOTARY PUBLIC

My commission expires on: October 31, 1997.

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COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_, whose name is signed to the foregoing, has acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires on: \_\_\_\_\_.