

**AGENDA**  
**JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS**  
**REGULAR MEETING**  
**COUNTY GOVERNMENT CENTER BOARD ROOM**  
**101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185**  
**June 11, 2024**  
**5:00 PM**

---

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PRESENTATION(S)**

**D. PUBLIC COMMENT**

**E. CONSENT CALENDAR**

1. Minutes Adoption
2. Memorandum of Understanding Between the James City Service Authority and James City County for Risk Management and Legal Services

**F. PUBLIC HEARING(S)**

**G. BOARD CONSIDERATION(S)**

**H. BOARD REQUESTS AND DIRECTIVES**

**I. GENERAL MANAGER'S UPDATE**

**J. CLOSED SESSION**

1. Discussion of the performance and salary of a specific public officer of the public body; specifically, the yearly performance review of the General Manager, pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia.
2. Consultation with legal counsel employed by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; specifically, contracts for service and maintenance of grinder pumps, pursuant to Section 2.2-3711 (A)(8) of the Code of Virginia
3. Discussion or consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; specifically, acquisition of a parcel of property in the Jamestown district for the installation of a water main, pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia
4. Certification of Closed Meeting

**K. ADJOURNMENT**

1. Adjourn until 5 pm on July 9, 2024 for the Regular Meeting



**MINUTES**  
**JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS**  
**REGULAR MEETING**  
**COUNTY GOVERNMENT CENTER BOARD ROOM**  
**101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185**

**May 14, 2024**

**5:00 PM**

---

**A. CALL TO ORDER**

Ms. Null called the meeting to order at approximately 5:51 p.m. following the James City County Board of Supervisors Regular Meeting.

**B. ROLL CALL**

Michael J. Hipple, Powhatan District  
John J. McGlennon, Vice Chair, Roberts District  
James O. Icenhour, Jr., Jamestown District  
Ruth M. Larson, Berkeley District  
Barbara E. Null, Chair, Stonehouse District

Scott A. Stevens, Secretary to the Board  
Adam R. Kinsman, County Attorney  
M. Douglas Powell, General Manager

**C. PRESENTATION(S)**

None.

**D. PUBLIC COMMENT**

None.

**E. CONSENT CALENDAR**

1. Minutes Adoption

A motion to Approve was made by John McGlennon, the motion result was Passed.  
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0  
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

The minutes Approved for Adoption included the following minutes:

- April 9, 2024, Regular Meeting
- April 23, 2024, Budget Business Meeting

**F. PUBLIC HEARING(S)**

1. Agreement to Sell Property at 5255 Longhill Road

A motion to Approve was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Powell addressed the Board noting Mr. Andrew Dean, Assistant County Attorney, would discuss this item.

Mr. Dean addressed the Board noting the James City Service Authority (JCSA) owned a 1.296-acre circular lot located at 5255 Longhill Road. He stated the subject lot was located in the center of 5231 Longhill Road. Mr. Dean indicated the County's desire to purchase the lot as the site was being considered for future development. He noted staff recommended adoption of the attached resolution and welcomed any questions the Board might have.

Ms. Null opened the Public Hearing.

Ms. Null closed the Public Hearing as there were no speakers.

## **G. BOARD CONSIDERATION(S)**

1. Changes to the Regulations Governing Utility Service and Resolution of Appropriation for Fiscal Year 2025 Budget

A motion to Approve was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Powell addressed the Board noting no changes had been made to JCSA's Proposed Budget since the March 26, 2024, Business Meeting and Public Hearing. He remarked staff recommended approval of the two resolutions, adding the Board could vote on both as one motion.

Ms. Larson remarked Mr. Powell did an excellent job at the Community Budget Meetings and thanked him and all JCSA staff for their efforts.

Mr. Powell recognized Ms. Stephanie Luton, Assistant General Manager of JCSA, for her significant work during the budget process.

Ms. Null complimented Mr. Powell on his outstanding presentations at the Community Budget Meetings.

## **H. BOARD REQUESTS AND DIRECTIVES**

Mr. McGlennon inquired about the increase in collected tap fees this year. He asked if there was a particular reason for that.

Mr. Powell expressed his belief that the vast majority of that pertained to the growth in the Stonehouse subdivision.

Mr. McGlennon asked about the significant increase in calls for service.

Mr. Powell replied the increased calls were due to questions pertaining to the new bills. He thanked JCSA's customer service staff for all their efforts over the last few weeks. Mr. Powell expressed his hope that JCSA customers understood their bills better moving forward.

Mr. Icenhour mentioned a 50/50 split, adding an individual was paying just as much if not more

to Hampton Roads Sanitation District (HRSD) for the disposal than JCSA's services of supplying the water and taking the sewer away. He expressed this was indicative of JCSA's affordable rates.

## **I. GENERAL MANAGER'S UPDATE**

### **1. May 2024 Dashboard Report**

Mr. Powell invited the Board to attend the JCSA picnic at Freedom Park on June 6, 2024, at 11 a.m.

Ms. Larson advised the Board needed to amend the Board's Calendar.

A motion to Amend the Board's Meeting Calendar to Include June 6, 2024, 11 a.m. at Freedom Park was made by Ruth Larson, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

## **J. CLOSED SESSION**

A motion to Enter a Closed Session was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

At approximately 5:59 p.m., the Board of Directors entered a Closed Session.

At approximately 6:09 p.m., the Board of Directors re-entered Open Session.

A motion to Certify the Board only spoke about those matters indicated that it would speak about in Closed Session was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Ms. Larson requested a motion to authorize Mr. Powell to enter into the execution of a settlement agreement with Manor on the Green, LLC.

A motion to Authorize Mr. Powell to Enter into the Execution of a Settlement Agreement with Manor on the Green, LLC, was made by Ruth Larson, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

1. Consultation with legal counsel and briefings by staff members regarding probable litigation where such consultation or briefing in an open meeting would adversely affect the negotiating posture of the Board of Directors, specifically related to Manor on the Green, LLC's dispute of the amount of fees assessed by JCSA for water and sewer connection for the Manor on the Green Apartments located in the Newtown Development of Williamsburg, Virginia adjacent to Sullivan Square, pursuant to Section 2.2-3711(A)(7) of the Code of Virginia
2. Consultation with legal counsel employed by James City County and the James City Service Authority regarding specific legal matters requiring the provision of legal advice by such counsel, specifically related to Manor on the Green, LLC's dispute of

the amount of fees assessed by JCSA for water and sewer connection for the Manor on the Green Apartments located in the Newtown Development of Williamsburg, Virginia adjacent to Sullivan Square, pursuant to Section 2.2-3711(A)(8) of the Code of Virginia

3. Certification of Closed Session

**K. ADJOURNMENT**

1. Adjourn until 5 pm on June 11, 2024 for the Regular Meeting

A motion to Adjourn was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

At approximately 6:10 p.m., Ms. Null adjourned the Board of Directors.

## MEMORANDUM

DATE: June 11, 2024

TO: The Board of Supervisors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Memorandum of Understanding Between the James City Service Authority and James City County for Risk Management and Legal Services

---

Attached is a Memorandum of Understanding (MOU) that formalizes a long-standing relationship between the James City Service Authority (JCSA) and James City County for Risk Management and Legal Services.

Under the MOU, JCSA will pay the County \$100,000 for legal services for Fiscal Year (FY) 2025, and the amount will be reassessed annually. JCSA will also pay its proportionate share of the Risk Management Division's FY25 budget, based on a rolling three-year average of JCSA's claims compared to all claims processed by Risk Management, and the number of mail stops per week at JCSA locations. For FY25, this amount is estimated to be \$30,000.

The MOU shall have an initial term of one year and shall automatically renew for four additional one-year terms upon mutual agreement of both parties.

A companion resolution will be on the June 25, 2024, Board of Supervisors' Agenda.

Staff recommends approval of the resolution authorizing the General Manager to execute the MOU between JCSA and James City County for Risk Management and Legal Services.

MDP/ap  
MOU-JCSA\_JCC-mem

Attachment

**RESOLUTION**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE**

**JAMES CITY SERVICE AUTHORITY AND JAMES CITY COUNTY**

**FOR RISK MANAGEMENT AND LEGAL SERVICES**

WHEREAS, the James City Service Authority (JCSA) and James City County wish to enter into an Agreement for the provision of Risk Management and Legal Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorize the General Manager to execute a Memorandum of Understanding between JCSA and James City County for the provision of Risk Management and Legal Services.

\_\_\_\_\_  
Barbara E. Null  
Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Teresa J. Saeed  
Deputy Clerk to the Board

LARSON  
ICENHOUR  
MCGLENNON  
HIPPLE  
NULL

VOTES			
<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Directors of James City County, Virginia, this 11th day of June, 2024.

MOU-JCSA\_JCC-res



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**JAMES CITY SERVICE AUTHORITY AND JAMES CITY COUNTY**  
**FOR RISK MANAGEMENT AND LEGAL SERVICES**

This Memorandum of Understanding (“MOU”) is entered into this 1<sup>st</sup> day of July, 2024 between James City Service Authority, hereinafter referred to as the “JCSA”, and James City County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County” (each a “Party, and together, the “Parties).”

WHEREAS, both the JCSA and the County perform risk management functions utilizing public funds as part of their administrative duties;

WHEREAS, the combining of this function under the County’s Risk Management division reduces duplication of services and save public funds;

WHEREAS, the County Attorney’s Office has been providing legal services to the JCSA since JCSA’s formation;

WHEREAS, JCSA recognizes the benefit of having the County’s Risk Management division provide Risk Management services to the JCSA and recognizes the benefit of having the County Attorney’s Office provide legal services to the JCSA;

WHEREAS, the County finds there to be a public benefit to providing these services to the JCSA;

WHEREAS, this MOU for shared Risk Management and legal services for the purpose of conserving public funds is authorized by § 15.2-1305 of the *Code of Virginia*; and

WHEREAS, the JCSA and the County desire to enter into this MOU to provide for the terms and conditions under which the County will provide Risk Management and legal services for the JCSA.

NOW THEREFORE, in consideration of the mutual covenants set forth below, JCSA and the County mutually agree as follows:

I. Scope of Agreement

This MOU governs the provision of Risk Management and legal services to the JCSA

Risk Management shall generally include insurance coverage, risk control, employee injury/illness recordkeeping, and mail courier services. Legal services shall generally include day-to-day counsel to and representation of the JCSA Board of Directors (“BOD”) and JCSA staff.

II. County Responsibilities

- A. The County shall maintain full administrative and operational control of the Risk Management division, including all staff. Staff of Risk Management shall be employees of

the County but shall work collaboratively with JCSA personnel and employees when necessary to carry out the responsibilities of this MOU.

- B. The County Attorney shall maintain full administrative and operational control of the County Attorney's Office including all staff. Staff of the County Attorney's Office shall be employees of the County but shall work collaboratively with JCSA personnel and employees when necessary to carry out the responsibilities of this MOU.
- C. The County agrees to provide Risk Management services to the JCSA, which shall include, but is not limited to:
1. Evaluating the adequacy of insurance coverage for protection of assets and for liability exposures.
  2. Reviewing and analyzing the need for any special insurance coverage.
  3. Providing recommendations to JCSA regarding types of insurance coverage.
  4. Coordinating insurance plan implementation including, acting as a liaison between JCSA and vendors, employees, volunteers, and the public.
  5. Establishing insurance policies and procedures including the creation of a Workers' Compensation Panel of Physicians ("Panel") for cases involving JCSA employees. The Panel may contain the same doctors utilized by the County for its claims.
  6. Processing and tracking claims for JCSA's Risk Management program, including Workers' Compensation, property damage, accidents, and other types of claims which may arise.
  7. Filing of applicable reports and maintaining claim/insurance files.
  8. Conducting follow up with injured employees, checking the status of auto and property damage repair and subrogation flow; reviewing loss runs, and updating records and making corrections to claims as needed.
  9. Examining reports and working with the insurance carrier(s) to analyze trends, and insurance rates.
  10. Collecting, reviewing, analyzing and reporting JCSA accident statistics, trends, and insurance rates.
  11. Maintaining employee injury/illness recordkeeping logs on behalf of JCSA, publishing annual summary reports, and submitting annual reports as required to Occupational Safety and Health Administration and Bureau of Labor and Statistics.
  12. Performing inspections of JCSA locations periodically and on an as needed basis and providing recommendations for improvements to reduce risk to the JCSA.
  13. Reviewing elements of JCSA's Risk Management or employee safety programs as requested and providing recommendations to JCSA on risk and liability control measures.
  14. Delivery of mail from the JCSA's Post Office box to JCSA office and delivery

of interoffice mail between County and JCSA locations.

- D. The County agrees to provide legal services to the JCSA, which shall include, but is not limited to:
  - 1. Researching and preparing legal opinions and memoranda.
  - 2. Drafting and reviewing ordinances, policies, and regulations.
  - 3. Processing and filing related papers for JCSA initiated liens.
  - 4. Attending BOD meetings.
  - 5. Providing legal advice and counsel to the BOD and to JCSA staff.
- E. The County shall provide to JCSA an annual estimate of its proportionate share of the Risk Management division's budget during the budget cycle. The proportionate share will be determined based on a rolling three-year average of JCSA's claims compared to all claims processed by the Risk Management division over the three most recent complete fiscal years and based on the number of mail route stops per week at JCSA locations compared to the total number of mail route stops per week at all locations served by the Risk Management division.
- F. The County shall provide quarterly invoices to JCSA for its proportionate share of the Risk Management division budget.

### III. JCSA Responsibilities

- A. In exchange for the Risk Management services provided by the County, JCSA agrees to pay the County its proportionate share of the County's Risk Management division's budget on a quarterly basis within thirty (30) days of receipt of an invoice.
- B. In exchange for the legal services provided by the County, JCSA agrees to pay the County an annual fee, beginning July 1, 2024, of \$100,000.00. Such fee shall be reassessed annually and agreed to in writing by the County Attorney's Office and the JCSA. If agreement on the annual fee is not reached, then those portions of this MOU relating to legal services shall be severed and terminated.
- C. JCSA is responsible for budgeting and paying its insurance premiums directly to the insurance carrier(s).
- D. JCSA employees shall meet periodically and work collaboratively with the County's Risk Management division and the County Attorney's Office.
- E. JCSA shall provide reasonable office space and equipment for use by the County's Risk Management staff when Risk Management staff is needed on JCSA property to perform the services delineated in this MOU.

### IV. Term

This MOU shall have an initial term of one (1) year and shall automatically renew for four (4) additional one-year terms upon mutual agreement of the parties.

V. Termination

This MOU may be terminated by either Party with or without cause upon one (1) year prior written notice to the other party. In the event of termination, both Parties agree to cooperate with the other in the closing and transfer of files and other tasks that are part of the termination process.

VI. Notices

Any notice, payment, or communication required by the MOU shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

James City Service Authority  
General Manager  
119 Tewning Road  
Williamsburg, VA 23188

County  
County Administrator  
101-D Mounts Bay Road  
Williamsburg, VA 23185

James City County Attorney's Office  
County Attorney  
101-D Mounts Bay Road  
Williamsburg, VA 23185

VII. Entire Agreement and Amendments

This MOU represents the entire agreement and understanding between the parties notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment, modification, or waiver of this MOU, or any part thereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this MOU shall be deemed to be a waiver of any other condition or subsequent breach whether of a like or different nature.

VIII. Severability

Each provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this MOU.

IX. Employees and Insurance

JCSA and the County shall be responsible for the actions of their respective employees, and each shall at all times maintain insurance on its respective employees and properties. Each party shall make a claim against its own insurance carrier for damage to its property regardless of whose employee may have caused the damage.

X. Confidentiality

Each party shall maintain in strict confidence any confidential information shared or released under this MOU and further, shall take reasonable steps to prevent the disclosure of confidential information to any individual or entity that is not a party to this MOU or the subject of this

information. If any Party, third-party, or other entity requests or demands by subpoena or otherwise, that a Party disclose any confidential information under this MOU, the disclosing Party shall within 5 business days notify the other Party and take reasonable steps to prevent disclosure by asserting applicable rights and privileges with respect to such information and shall cooperate in any judicial or administrative proceeding relating thereto. Nothing contained herein shall require a Party to violate the Virginia Freedom of Information Act or other federal, state, or local law.

XI. Third Parties and Assignment

This MOU is for the sole benefit of the parties and no person or entity shall have any rights under this agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this MOU.

WITNESS the following signatures in agreement to the above terms and conditions.

**JAMES CITY SERVICE AUTHORITY:**

\_\_\_\_\_

M. Douglas Powell  
General Manager

**JAMES CITY COUNTY:**

\_\_\_\_\_

Scott A. Stevens  
County Administrator

**JAMES CITY COUNTY ATTORNEY:**

\_\_\_\_\_

Adam Kinsman  
County Attorney