

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF YORK,
VIRGINIA AND THE QUEENS LAKE COMMUNITY ASSOCIATION REGARDING
STORMWATER MANAGEMENT OF THE QUEENS LAKE DRAINAGE BASIN**

1. **PARTIES.** The Parties to this Understanding are the County of York, Virginia and the Queens Lake Community Association.

a. **York County (the County)** is a political subdivision of the Commonwealth of Virginia.

b. The **Queens Lake Community Association, Inc. (QLCA)** is a nonprofit Virginia corporation that serves as an association of homeowners in the community of Queens Lake, located in York County, Virginia. Membership is not compulsory. Approximately 70% of Queens Lake residents, including both "deeded" and "traditional" (non-deeded) members provide dues income for QLCA maintenance and operations.

2. **AUTHORITIES.** This Understanding was authorized by the Queens Lake Community Association, Inc. at a special meeting held on **June 14, 2022**. This Agreement was approved by the York County Board of Supervisors on **September 6, 2022**.

3. **PURPOSE.** Located within the Queens Lake neighborhood are two lakes, one known as "Queens Lake," with a dam and spillway on the lake, plus a smaller lake known as "Princess Pond", all of which are owned by the QLCA. The lakes, the dam, and much of the residential community, were constructed beginning in the 1950s, long before contemporary site and subdivision rules were established to govern stormwater, utilities, and state recognized homeowners associations. The lake and its tributaries, including Princess Pond, serve as a drainage basin for most of the Queens Lake neighborhood, but also convey stormwater from other developed neighborhoods in the upper portion of the County, collectively known as the "Queens Lake Drainage Basin". The County recognizes that while the lake is an amenity most specifically for the immediate residential neighborhood, it is also a benefit to the County more generally. An overview of the area is attached as Exhibit 1.

The Virginia Department of Conservation and Recreation (DCR) inspects and regulates dams within the Commonwealth of Virginia pursuant to, among other authorities, the Dam Safety Act, Virginia Code § 10.1-604 *et seq.*, and Virginia Administrative Code 4-50-20 *et seq.* DCR's Dam Safety Division originally classified the QLCA dam as special low hazard, with virtually no maintenance requirements, but reclassified it in mid-2020 as a low hazard dam. As such DCR is requiring the QLCA to upgrade the dam and its spillway per the reclassification. The parties agree that under current law the responsibility for any upgrades to the dam and associated improvements are the responsibility of the QLCA. The QLCA

has approached York County government seeking advice and assistance in responding to the Commonwealth's new regulatory requirements. The County recognizes its broader interest in protecting the lake and the dam and wishes to be a collaborative participant in ensuring that the dam, spillway, and the lake are properly maintained while also recognizing that the immediate Queens Lake neighborhood has special responsibilities related to the lake and the dam. The QLCA acknowledges its special responsibilities in this regard but also requests the County's participation in protecting the lake and the dam, recognizing that the lake basin does convey public stormwater and that the larger community (Exhibit 1) derives benefit from the existence of a healthy Queens Lake. The mutual long-term goal of this agreement is the preservation of a healthy, attractive and functional lake and drainage system.

4. MUTUAL COMMITMENTS

- a. The QLCA and the County will coordinate and collaborate regarding the remediation and maintenance of the Queens Lake Drainage Basin.
- b. One project management point of contact will be appointed by the County Administrator and by the QLCA with the responsibility of sharing information and maximizing coordination. A larger project management team will be designated by the County Administrator and the QLCA to advise and assist the project point persons throughout project implementation. The project management team may be expanded to include consultants, VDOT, DCR and others as needed. Each party shall notify the other in writing of any change to the project management point person.

- i. The County's project management point of contact is:

Joseph Brogan, Chief Stormwater Engineer
Travis Rhodes (Alternate)
Robert Krieger (Alternate)

- ii. QLCA's project management point of contact is:

Jack Dooley, Special Committee Chairperson
Doug Ellis (Alternate)
Mark Frankel (Alternate)
Adrienne McKinney (Alternate)

- c. The County and the QLCA pledge to work cooperatively to complete the required work, based on the regulations. The goal would be to complete all work within a thirty-six month time-frame.
 - d. The parties recognize that optimal performance of the mutual obligations requires performance by the other party of their obligations under this MOU.

To that end, the parties contemplate that additional agreements may be necessary to effectuate the long-term goals and purpose of this agreement and to properly coordinate the work.

5. OBLIGATIONS OF THE PARTIES.

a. The County

- i. The County will take the lead in project management and financial responsibility for upgrading and maintaining the stormwater management flow of the Queens Lake drainage basin, through the lake, including, but not limited to, the upgrade and ongoing maintenance of the spillway. The location of the stormwater management flow and spillway are depicted in the attached Exhibit 2.
- ii. Any financial requirements are subject to appropriation by the County Board of Supervisors.

b. The QLCA

- i. The QLCA will convey, at no cost to the County, all QLCA easements necessary for any stormwater related work, subject to QLCA membership approval. The required easements are set forth and described in the attached Exhibit 2.
- ii. The QLCA pledges its best efforts to assist the County in obtaining easements that are not controlled or owned by QLCA. The required easements are described in Exhibit 2.
- iii. The QLCA will take the lead in project management and financial responsibility for the dam as required by the Commonwealth's regulations. The dam is described and shown more particularly in the attached Exhibit 2.

6. OTHER PROVISIONS

- a. Nothing in this understanding is intended to conflict with current law or regulation or the directives of the United States Government, the Commonwealth of Virginia, or York County. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- b. Nothing in this understanding is intended to modify the sovereign or other legal immunities of the County of York, or their officers, agents and employees.

- c. This understanding shall be governed in all respects by the laws of the Commonwealth of Virginia and the Code of the County of York, Virginia. Venue for any dispute arising out of this agreement shall be exclusively in the Circuit Court for the County of York and City of Poquoson.
 - d. This understanding may be executed in one or more counterparts, and each such counterpart shall be deemed an original, and the parties may become a party hereto by executing any such counterpart, so long as the counterpart contains an original signature of both parties.
 - e. All notices pursuant to this understanding shall be sent to the contact listed as a point of contact, above. The parties may change the point of contact by providing written notice to the other party.
7. **ENTIRE AGREEMENT.** This understanding and the exhibits hereto constitute the entire understanding between the parties, and it supersedes all prior or contemporaneous understandings or representations (whether written or oral) of the parties regarding the subject matter hereof.
8. **EFFECTIVE DATE.** The terms of this understanding will become effective upon signature of both parties.
9. **MODIFICATION.** This understanding may be modified only upon the mutual written consent of both parties.
10. **TERMINATION.** The terms of this understanding, as modified with the consent of both parties, will remain in effect for five years from the date of signature (effective date). The understanding may be extended by mutual written agreement of the parties.

APPROVED BY:

QUEENS LAKE COMMUNITY ASSOCIATION, INC.

Rebecca Cho
Rebecca Cho, President

Date: 8/18/2022

COUNTY OF YORK, VIRGINIA

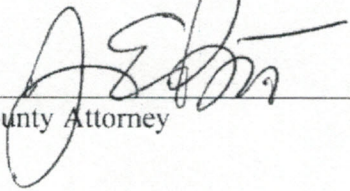
[Signature]

Date

10/2/22

Neil A. Morgan, County Administrator

Approved as to form.



County Attorney