

1. 12-12-16 Agenda Summary

Documents:

[12-12-16 AGENDA SUMMARY_001.PDF](#)

1.I. Audit Presentation

Documents:

[AUDIT PRESENTATION_001.PDF](#)

1.II. 11-14-16 Council Mtg. Minutes

Documents:

[11-14-16 MINUTES.PDF](#)

1.II.i. Wythe Creek Road Widening Design

Documents:

[WYTHE CREEK RD WIDENING _001.PDF](#)
[REG GROUNDWATERMITIGATIO_001.PDF](#)

1.II.i.1. Groundwater Mitigation Program

Documents:

[REG GROUNDWATERMITIGATIO_001.PDF](#)

1.II.i.1.1. Various Bds. & Commission Appmts.

Documents:

[VARIOUS APPMTS_001.PDF](#)

**POQUOSON CITY COUNCIL
MEETING OF
MONDAY, DECEMBER 12, 2016
7:00 P.M.
REGULAR SESSION**

A. MEETING CALLED TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS

Mayor – Certificate of Appreciation

President’s Volunteer Service Award – Robert Redman (Gold)

Travis Redman (Bronze)

City Manager – New Employee – Firefighter Timothy Bowens

Krista Edoff, Cherry Bekaert – Audit Report

D. AUDIENCE FOR VISITORS

E. APPROVAL OF THE MINUTES

1. **Regular Session – November 14, 2016**

F. NEW BUSINESS

1. **Resolution Approving the Design of the Wythe Creek Road Widening Project**
2. **Resolution Authorizing the City Manager to Enter into a Regional Memorandum of Agreement on the Regional Groundwater Mitigation Program**
3. **Resolution Making Appointments to the Various Boards and Commissions**

G. COMMENTS OF THE CITY MANAGER

H. COUNCIL DIRECTIVES

I. ADJOURNMENT



CITY OF POQUOSON

FINANCE DEPARTMENT

500 CITY HALL AVENUE, POQUOSON, VIRGINIA 23662-1996

December 12, 2016

TO: City Council

FROM: Theresa Owens, Director of Finance

THROUGH: Randy Wheeler, City Manager

SUBJECT: Audit Presentation

Krista Edoff from Cherry Bekaert will be at the city council meeting to review the audit and answer any questions Council may have. She will also report on the internal controls and other information required by auditing standards.

A full copy of the Comprehensive Annual Financial Report will be available in the City Managers' office, the City Library, the Finance Department and on line.

**MINUTES OF THE CITY COUNCIL MEETING
NOVEMBER 14, 2016, 7:00 P.M.
REGULAR SESSION**

PRESENT: The Honorable W. Eugene Hunt, Jr., Mayor
The Honorable Carey L. Freeman, Vice Mayor
The Honorable Charles M. Southall III
The Honorable Herbert R. Green, Jr.
The Honorable Raymond D. Vernall
The Honorable Henry W. Ayer III

J. Randall Wheeler, City Manager
Judy F. Wiggins, Assistant City Manager/City Clerk
D. Wayne Moore, City Attorney

ABSENT: The Honorable Traci-Dale Crawford

MEETING CALLED TO ORDER:

Mayor Hunt called the meeting to order at approximately 7:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Mayor Hunt rendered the invocation and Brownie Troop #1309 led the audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS:

Introduction of New Employees

The City Manager, J. Randall Wheeler, introduced the City's newest Library employees, Virginia Wolfe and Susan Mercer. On behalf of Council, Mayor Hunt welcomed them to the City.

Fire Chief – Fire Department & Volunteer Association

Fire Chief, Robert Holloway, gave a brief presentation on the City's Fire/Rescue Department and the Volunteer Fire/Rescue Company. He explained that the career staff and volunteers work closely to provide Prevention and Education Programs and to operate the City's Inspections Program which is staffed by three career inspectors and two volunteers, all of whom are certified inspectors. He stated that the First Responder Police Officers, all of whom are EMT certified, often assist the Fire Department by arriving at the scene first and preparing the patient for transport. Although filling vacancies in the Fire Department in the past was difficult, Chief Holloway stated that with the recent use of a new recruitment style, "Poquoson Fire/Rescue is the place to work", filling vacancies has greatly improved. He also pointed out that 14 of the City's

current 30 employees started their firefighting careers as a volunteer. Chief Holloway explained that volunteers assist the Department by accepting donations and fundraising throughout the year with much of the funds being used to enhance Fire/Rescue capabilities or to provide other improvements to the community. Recent examples of the volunteers' contributions to the Fire Department he stated include the dock and covered boat slip at the end of Rens Road, the brush truck, station furniture, recordkeeping software and much more. He pointed out that Mutual Aid Agreements with adjacent localities are extremely important and are reciprocal. Specifically he explained that in the past two years, the City received mutual aid 17 times for fire calls and 23 times for EMS while providing mutual aid 4 times for fire calls and 16 for EMS calls during the same timeframe. In conclusion, Chief Holloway stated that the Department continues to make great strides to improve the safety of our personnel and the citizens we serve.

Police Chief Cliff Bowen explained that the Police Department offers training and a stipend to any officer who is interested in becoming a First Responder. He stated that this service is critical in order to provide the best medical services to our citizens as quickly as possible. Lastly he provided call statistics from FY 2014 to the current year which indicated that the number of First Responder calls was rapidly increasing each year.

Mayor Hunt, on behalf of Council, commended both the Fire and Police Departments for the excellent job they do to protect and provide the best and most expedient medical services as possible.

In response to a Council query, Fire Chief Holloway explained that EMT is basic lifesaving; however, EMT-Intermediates and Paramedics are able to administer drugs if needed on the way to the hospital and require less direction from the medical facility to which they are transporting a patient. In addition, Police Chief Bowen pointed out that the First Responders have defibrillators in their vehicles should it be needed.

AUDIENCE FOR VISITORS:

Mr. Kevin Brennan, 17 Robert Bruce Road, congratulated Jana Andrews, Thomas Cannella and David Hux for their recent, successful election to City Council. He stated that though he was unsuccessful in his bid for a Council seat, it had been a great experience and he commended all of the candidates on their professionalism. In conclusion he thanked City staff for their helpfulness in providing information to him during the campaign and the citizens for the opportunity to listen to them as he canvassed various City neighborhoods.

Mr. Mark Sawyer, 46 Church Street, also congratulated the newly elected Council Members and thanked those Council Members who had served and would soon leave office. He commended Buster Insley, Fire/Rescue Volunteer Chief and the Ladies Auxiliary for their hard work to raise money to provide updated equipment and improvements to assist the career Fire Department in serving the public. He encouraged City Council and residents alike to support the volunteers. He pointed out that it is quite difficult for volunteers to obtain and maintain required certifications while they hold a full-time job and care for their families. Lastly he stated that the City needs to find the required revenue to continue to hire and keep the best employees possible in the City's Fire/Rescue Department.

AMENDMENT TO THE AGENDA:

Councilman Green moved, seconded by Councilman Ayer, to amend the agenda by adding Section 2.2-3711(A) (1) to the Closed Section to include a discussion of personnel matters. Recorded vote on the motion:

YES: Councilmembers Ayer, Southall, Freeman, Vernall, Green and Mayor Hunt.

NO: None.

APPROVAL OF THE MINUTES:

Councilman Green moved, seconded by Councilman Vernall, to adopt the minutes of the regular session held October 24, 2016 as submitted. Recorded vote on the motion:

YES: Councilmembers Ayer, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

NEW BUSINESS:

1. RESOLUTION IN SUPPORT OF HOUSE BILL 350 AND THE EXPANSION OF CHARITABLE CARE FOR CITIZENS NOT ELIGIBLE FOR MEDICARE OR MEDICAID

A resolution expressing support for and seeking reconsideration of House Bill 350 was presented for Council's consideration and Councilman Green moved, seconded by Councilman Ayer, that it be adopted. Recorded vote on the motion:

YES: Councilmembers Ayer, Southall, Freeman, Vernall, Green and Mayor Hunt.

NO: None.

2. RESOLUTION REDESIGNATING ONE FEDERALLY FUNDED FIREFIGHTER APPROVED IN THE FY 2017 BUDGET TO A LOCALLY FUNDED POSITION AND AUTHORIZING THE HIRING AND FUNDING OF THIS POSITION

The City Manager reminded Council that, as a part of the FY 2017 Budget, they had authorized staff to apply for a federal grant to fund two additional firefighter/medic positions in the City's Fire/Rescue Department. Although the grant application was unsuccessful, he pointed out that the goal of increasing the staffing levels of each of the three operation shifts by one a year is still the goal with the first position being added in FY 2016. In order to stay on track to meet these staffing goals, the City Manager stated that a resolution requesting Council to move forward to convert the first of two originally

designated federally funded positions to a locally funded position was presented for Council's consideration.

Councilman Green moved, seconded by Vice Mayor Freeman, to adopt the resolution approving a locally funded firefighter/medic position. Recorded vote on the motion:

YES: Councilmembers Green, Vernall, Ayer, Southall, Freeman and Mayor Hunt.

NO: None.

3. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE PURCHASE OF STRYKER POWER STRETCHERS

Fire Battalion Chief John Young stated that he was seeking Council's approval to apply for an Assistance to Firefighters Grant through FEMA in order to purchase three Stryker Power Stretchers. Mr. Young explained that during the course of a single medical emergency transport two staff members typically lift the patient multiple times; however, with the new mechanical stretchers, the patients will be mechanically raised and lowered alleviating stress on staff members. He stated that the projected cost for the stretchers is \$135,697.32. Lastly he pointed out that if successful the grant will replace the stretchers on three of the four ambulances and that next year when the fourth unit is upgraded it will include a new, factory installed mechanical stretcher.

In response to Council queries, Battalion Chief Young stated that the grant application deadline is November 18, 2016 with the successful applicants being identified possibly as late as September/October 2017. In addition, he clarified that should the mechanical stretcher become inoperable each has a manual backup system.

A resolution approving the request to seek grants for the purchase of three Stryker Power Stretchers was presented for Council's consideration and Councilman Green moved, seconded by Councilman Southall, that it be approved. Recorded vote on the motion:

YES: Councilmembers Southall, Freeman, Vernall, Green, Ayer and Mayor Hunt.

NO: None.

4. ORDINANCE ESTABLISHING A TRUST FOR OTHER POST-EMPLOYMENT BENEFITS BY PARTICIPATING IN THE VIRGINIA POOLED OPEB TRUST FUND, ESTABLISHING A LOCAL FINANCE BOARD, APPOINTING THE MEMBERS TO THE LOCAL FINANCE BOARD AND DIRECTING THE LOCAL FINANCE BOARD TO EXECUTE AND DELIVER THE TRUST JOINDER AGREEMENT AND AN ORDINANCE ESTABLISHING A SPECIAL REVENUE FUND AND APPROPRIATING THE FUNDS NECESSARY FOR THE OPEB COSTS FOR FY 2018 AND BEYOND

The Finance Director, Theresa Owens, reminded Council that they approved an amendment to the City's Personnel Policy pertaining to retiree health insurance coverage at the September 12, 2016 meeting. She stated that the funding plan for the expanded benefit includes establishing or joining a dedicated Trust Fund to fund the liability of the enhanced benefit. Following staff's research, she stated it is recommended that the City join an already established Pooled Trust Fund and that the only such trust fund in the Commonwealth is the Virginia Pooled OPEB Trust administered by VML/VACo Finance. She pointed out that in order to join the OPEB Trust, Council must first adopt an ordinance agreeing to participate in the Trust and secondly, it must appoint a Local Finance Board to execute a Trust Joinder Agreement and to make investment decisions on behalf of the City. She stated that it is recommended that the Commissioner of the Revenue, the Treasurer and the Finance Director be appointed to the Local Board and be authorized to act on behalf of the City relative to the Trust. In addition, she suggested the establishment of a special revenue fund to account for the current receipts and disbursements of the OPEB benefits and at the end of each year fund the Trust to the extent possible up to the Annual Required Contribution actuarially calculated from any residual special revenue fund balances. In conclusion, Ms. Owens stated that the City ended FY 2016 with \$288,000 of undesignated fund balance in excess of 15% of general fund expenditures as required in the financial policies adopted by City Council. Since the Annual Required Contribution is \$56,740, a balance of \$231,300 would remain in the undesignated fund balance in excess of the fund balance policy.

Two ordinances, i.e. one establishing a trust for other post-employment benefits by participating in the Virginia Pooled OPEB Trust Fund, establishing and appointing members to a Local Finance Board and directing the Local Finance Board to execute and deliver the Trust Joinder Agreement and a second ordinance establishing a special revenue fund and appropriating \$56,740 in the fund for the purpose of OPEB costs for FY 2018 and beyond, were presented for Council's consideration.

In response to Council queries, Ms. Owens stated that participating in the OPEB Trust Fund would not negatively impact the City's credit rating.

Councilman Green moved, seconded by Councilman Vernall, to dispense with the second reading and to adopt the ordinance establishing a Trust for other post-employment benefits to be effective immediately. Recorded vote on the motion:

YES: Councilmembers Ayer, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

Councilman Green moved, seconded by Councilman Vernall, to dispense with the second reading and to adopt the ordinance transferring and appropriating the \$56,740 in revenues in the Special Revenue Fund-OPEB on first reading to be effective immediately. Recorded vote on the motion:

YES: Councilmembers Ayer, Southall, Freeman, Vernall, Green and Mayor Hunt.

NO: None.

5. ORDINANCE MAKING ADDITIONAL APPROPRIATIONS AND TRANSFERS FOR FY 2017

The City Manager pointed out that the proposed ordinance making various appropriations and transfers consists solely of donations and successful grant applications submitted by staff.

Councilman Ayer commended City staff for their hard work in securing grant funds to make/provide improvements thus saving the taxpayers money.

Councilman Green moved, seconded by Councilman Ayer, to dispense with the second reading and to adopt the ordinance on first reading to be effective immediately.

Recorded vote on the motion:

YES: Councilmembers Green, Vernall, Ayer, Southall, Freeman and Mayor Hunt.

NO: None.

6. RESOLUTION AUTHORIZING THE SCHOOL DIVISION TO ENTER INTO CONTRACTS FOR APPROPRIATED FY 2017 CAPITAL IMPROVEMENTS PROGRAM PROJECTS

The City Manager reminded Council that they had approved three School projects in the FY 2017 Capital Improvements Plan, i.e. the High School track, the Primary School HVAC and High School HVAC.

A resolution authorizing the School Board to enter into contracts for the three projects approved and appropriated in the City's FY 2017 CIP was presented for Council's consideration and Councilman Green moved, second by Councilman Ayer, that it be adopted. Recorded vote on the motion:

YES: Councilmembers Southall, Freeman, Vernall, Green, Ayer and Mayor Hunt.

NO: None.

7. RESOLUTON MAKING APPOINTMENTS TO THE BOARD OF ZONING APPEALS AND THE PLANNING COMMISSION

A resolution making appointments to the Board of Zoning Appeals (BZA) and to the Planning Commission were presented for Council's consideration. Councilman Green moved, seconded by Councilman Ayer to make the following appointments to the Board of Zoning Appeals: to reappoint Mark Kramer, Melvin Emerson, and Constance Basnett, to appoint Russell Treacy and to appoint Mark Lovell as an alternate ; to reappoint Bonnie Shriver to the Planning Commission; and to adopt the resolution with their names appropriately inserted. Recorded vote on the motion:

YES: Councilmembers Ayer, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

COMMENTS OF THE CITY MANAGER:

In response to Vice Mayor Freeman's request for an update on the Messick Point breakwater repairs, the City Manager stated that the breakwater, which is still under warranty and insured by VML, had been seriously damaged during Hurricane Matthew. He stated that the City has engaged an engineering firm, paid by VML, to determine what caused the damage, i.e. design or construction defect. Upon receiving this information, he stated that the City will move forward with the needed repairs. Regarding the Little Florida Road piping project, the City Manager stated that more than one-half of the piping had already been installed. He thanked citizens for their patience during this project which required detours and thanked the City Engineer, Ellen Roberts and the Construction Inspector, Mark Boesen, for their hard work in overseeing this important project.

COUNCIL DIRECTIVES:

Councilman Southall welcomed the new employees and thanked Mr. Sawyer for his comments during Audience For Visitors. He commended Fire Chief Holloway and Police Chief Bowen for their presentation and thanked the career Fire staff, Volunteer Fire/Rescue members and the Ladies Auxiliary for all that they do for our community. Lastly, he thanked Buster Insley for his faithful service as the Volunteer Fire/Rescue Chief.

Vice Mayor Freeman congratulated the newly elected Council Members and stated that he looked forward to working with them. He stated that volunteers are what make our City great, i.e. CERT, Library volunteers, Volunteer Fire/Rescue Company, etc.

Councilman Vernall echoed all previous remarks and especially thanked Chief Holloway and Chief Bowen for their excellent presentation. He congratulated all of the candidates who ran for Council and for their willingness to serve the community. Lastly, he wished everyone a safe and enjoyable Thanksgiving.

Councilman Green reminded everyone that the next Foodbank distribution in the City would occur on Tuesday, November 22nd from 10 a.m. to 1 p.m. He also thanked the York/Poquoson Social Services who would be assisting with this distribution.

Councilman Ayer echoed the previous comments. He stated that the Chiefs' presentation had answered a lot of questions that had been posted on social media and commended all of the City's volunteers.

Mayor Hunt thanked City staff in all departments for their hard work. He thanked the citizens for re-electing him as Mayor. He expressed appreciation to all Council members for their team spirit and especially thanked those who would end their service as of December 31, 2016. He stated that he looked forward to working with the three new Council Members also.

CLOSED SESSION:

Councilman Green moved, seconded by Vice Mayor Freeman, to go into Closed Session pursuant to Sections 2.2-3711(A)(7) and (A)(1) of the Code of Virginia (1950), as amended to consult with legal counsel regarding actual litigation; i.e. Moore vs. City of Poquoson and to discuss personnel issues. Recorded vote on the motion:

YES: Councilmembers Green, Vernall, Ayer, Southall, Freeman and Mayor Hunt.

NO: None.

RECONVENEMENT:

Upon reconvening from Closed Session, Councilman Green moved, seconded by Councilman Vernall, to adopt a resolution certifying that only consultation with legal counsel and personnel issues were discussed during the Closed Session. Recorded vote on the motion:

YES: Councilmembers Southall, Freeman, Vernall, Green, Ayer and Mayor Hunt.

NO: None.

Councilman Green then moved, seconded by Councilman Ayer to appropriate \$15,300 to settle the City's litigation with James & Olivia Moore Revocable Trust. Recorded vote on the motion:

YES: Councilmembers Ayer, Green, Freeman, Southall, Vernall and Mayor Hunt.

NO: None.

ADJOURNMENT:

There being no further business, Councilman Green moved, seconded by Councilman Ayer, to adjourn the meeting. Recorded vote on the motion:

YES: Councilmembers Southall, Freeman, Vernall, Green, Ayer, Crawford and Mayor Hunt.

NO: None.

The meeting was adjourned at approximately 8:40 p.m.



CITY OF POQUOSON

500 CITY HALL AVENUE, POQUOSON, VIRGINIA 23662-1996
(757) 868-3040 TELEPHONE (757) 868-3105 FAX

November 22, 2016

TO: Poquoson City Council
THROUGH: Randy Wheeler, City Manager
FROM: Ellen Roberts, City Engineer
RE: Wythe Creek Road Widening Design Resolution

Attached please find a Design Approval Resolution for the Wythe Creek Road Widening Project. This standard VDOT resolution is required for the project to proceed from design to right-of-way acquisition and construction. There have been several VDOT public hearings for this project and it has been the subject of several Council work sessions. The most recent public hearing was held in August 2015.

As you are aware, the project has evolved over time. It recently transitioned from a divided, four-lane road to its current configuration of 3 lanes. The current road design features a reversible center lane that will convey heavy commuter traffic volumes as needed. During non-peak hours, the center lane will serve as a left hand turn lane. The new road segment will also feature a sidewalk and a multi-use or bike path.

The change in configuration was the subject of an August 2015 public hearing. The latest design is intended to minimize impacts on residents by reducing as much as possible the amount of right-of-way needed. It also minimizes environmental impacts and is the most cost effective of the options considered. This configuration was discussed at City Council work session in 2015.

VDOT is currently finalizing the project design and undertaking the environmental review process. The agency will proceed with any needed right-of-way acquisition within a few months of the adoption of both this resolution and a similar resolution in Hampton. The project is currently expected to go out for bid in 2019.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE DESIGN OF THE WYTHE CREEK ROAD
WIDENING PROJECT AND REQUESTING THE PURCHASE OF THE RIGHTS-OF-
WAY NEEDED FOR THE PROJECTS**

WHEREAS, A Design Public Hearing was held on August 13, 2015, in the City of Poquoson, Virginia by representatives of the Commonwealth of Virginia Department of Transportation after due and proper notice for the purpose of considering the proposed design of the Wythe Creek Road Widening Project in the City of Poquoson, Virginia, UPC# 13427, at which hearing aerial photographs, drawings and other pertinent information were made available for public inspection in accordance with state and federal requirements; and

WHEREAS, all persons and parties in attendance were afforded full opportunity to participate in said public hearing; and

WHEREAS, representatives of the City of Poquoson, Virginia were present and participated in said hearing; and

WHEREAS, the Council had previously requested the Virginia Department of Transportation to program this project; and

WHEREAS, the Council considered all such matters:

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Poquoson, Virginia does hereby approve the major design features of the proposed project as presented at the Public Hearing; and

BE IT FURTHER RESOLVED that the City of Poquoson, Virginia does hereby request the Virginia Department of Transportation to acquire all rights-of-way necessary for this project conveying said rights-of-way to the City at the appropriate time; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute, on behalf of the City of Poquoson, Virginia, all necessary utility agreements required in conjunction with acquiring such rights-of-way.

ADOPTED: _____

TESTE: _____

City Clerk



CITY OF POQUOSON

500 CITY HALL AVENUE, POQUOSON, VIRGINIA 23662-1996
(757) 868-3040 TELEPHONE (757) 868-3105 FAX

December 5, 2016

TO: Poquoson City Council
THROUGH: Randy Wheeler, City Manager
FROM: Ellen Roberts, City Engineer
RE: Regional Groundwater Mitigation Program Administration
Memorandum of Agreement

Attached please find for your consideration a resolution authorizing the City Manager to enter into a Memorandum of Agreement with other regional governments in support of the Regional Groundwater Mitigation Program. The regional drinking water suppliers, including Newport News Waterworks, use groundwater as one of their sources of drinking water. This program provides technical information necessary to advocate for realistic groundwater withdrawal permits.

The following text was provided to the Hampton Roads Planning District Commission text at a recent meeting:

The Regional Groundwater Mitigation Program, established on August 11, 1994, has been administered under the provisions of five-year MOAs, which were reviewed and renewed in 2000, 2006, and 2010. The most recent MOA expired on December 21, 2015. After reviewing the program and making minor modifications to update references to groundwater models, the HRPDC Directors of Utilities Committee acted on July 6, 2016 to recommend the MOA for HRPDC approval and execution by the parties. Local funding to support this effort is generally provided through utility department budgets.

The MOA establishes HRPDC responsibilities for conducting analyses of the impacts of municipal groundwater withdrawals in support of the local government groundwater withdrawal permits and mitigation plans. It also provides for HRPDC analyses of groundwater issues, as requested by the participating jurisdictions. The agreement has

*a term of five years, covering the period from January 1, 2016 through December 31, 2020.
Signatory parties are listed below:*

- *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 Southampton*
- *County of York*
- *James City Service Authority*
- *Town of Smithfield*
- *Hampton Roads Planning District Commission*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REGIONAL MEMORANDUM OF AGREEMENT ON THE REGIONAL GROUNDWATER MITIGATION PROGRAM

WHEREAS, the City of Poquoson has participated in a regional Groundwater Mitigation Program with the member localities of the Hampton Roads Planning District Commission since 1994;

WHEREAS, the City and the Region rely groundwater as one of their sources of drinking water; and

WHEREAS, the Regional Program provides useful technical information to local Waterworks;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That the City Manager is hereby authorized to enter into a Regional Memorandum of Agreement in support of this program.

Section 2: That this resolution shall become effective immediately upon adoption.

ADOPTED: _____

TESTE: _____
City Clerk

REGIONAL GROUNDWATER MITIGATION PROGRAM ADMINISTRATION

MEMORANDUM OF AGREEMENT

WHEREAS, Section 15.2-1300 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 15.2-4200 of the Code of Virginia enables local governments to establish Planning District Commissions; and

WHEREAS, the cities and counties that are signatories to this Agreement have acted, in accordance with Section 15.2-4200 of the Code of Virginia to establish the Hampton Roads Planning District Commission; and

WHEREAS, several Towns in the Hampton Roads region operate groundwater based water supply systems and

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

WHEREAS, on behalf of the signatory parties, the Hampton Roads Planning District Commission, has contracted with the U.S. Geological Survey to complete various technical analyses of the region's groundwater resources, including the following efforts:

- Development of a methodology for allocating responsibilities for groundwater 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;
- Refined description of the aquifer system of the Virginia Coastal Plain and a hydrogeologic framework for ground-water investigation, as documented in E. Randolph McFarland and T. Scott Bruce, The Virginia Coastal Plain Hydrogeologic Framework, U.S. Geological Survey, Professional Paper 1731, 2006; and
- Development of the Virginia Coastal Plain Groundwater Model to provide a better tool to understand the groundwater resource through simulation of groundwater withdrawals, drought, and saltwater intrusion, as documented in Charles E. Heywood and Jason P. Pope, Simulation of Groundwater Flow in the Coastal Plain Aquifer System of Virginia, U.S. Geological Survey, Scientific Investigations Report 2009-5039, 2009.

WHEREAS, the signatory parties have requested the Hampton Roads Planning District Commission to administer a Regional Groundwater Mitigation Program, on their behalf; and

WHEREAS, on August 11, 1994, the signatory parties entered into the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, on May 31, 2000, July 5, 2006, and March 18, 2010, the signatory parties extended the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, in accordance with the provisions of the August 11, 1994 Agreement, as extended on May 31, 2000, July 5, 2006, and March 18, 2010, the signatory parties have evaluated the Groundwater Mitigation Program and determined that the Program should be continued;

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

This Memorandum of Agreement, entered into this 21st day of July, 2016 among and between fifteen local governments in Hampton Roads, the James City Service Authority, and the Hampton Roads Planning District Commission, establishes and extends the Regional Groundwater Mitigation Program. It outlines the roles and responsibilities of each entity in administering and funding the Regional Groundwater Mitigation Program.

BASIC PREMISES

1. Some local governments in Hampton Roads operate public water supply wells inside and/or outside of their incorporated boundaries.
2. All local governments in Hampton Roads are interested in ensuring that groundwater 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 groundwater 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 agreements.
4. This Agreement establishes the administrative framework, which will be used by the signatory parties to obtain technical analysis of requests for mitigation by private well owners or other local governments in Hampton Roads. Financial issues related to these requests are governed by existing interjurisdictional agreements and state-approved Groundwater Mitigation Plans that are separate and distinct from this Agreement.
5. This Agreement will have a term of five years, extending from January 1, 2016 through December 31, 2020. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual renewal.

6. Program costs will be allocated on a pro-rata basis among the signatory parties. The annual base buy-in per city or county will be determined each year as part of the HRPDC Directors of Utilities Committee budget planning process. The balance of annual costs will be allocated according to the local share of regional population. The most current estimate of population, developed by the Weldon Cooper Center for Public Service, will be used as the population base for allocating program costs. Local contributions may be escalated annually to reflect program experience and projected HRPDC expenditures. Future private sector and non-Hampton Roads local government participation may provide financial support to the program according to a yet-to-be-determined formula, which will reflect annual program costs. The funding formula will be evaluated on a regular basis by the HRPDC Directors of Utilities Committee and may be adjusted to ensure its continued equitability.

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 groundwater withdrawals.
2. Respond equitably and in a timely fashion to requests from all signatory parties for analyses of the impacts of groundwater withdrawals. The time frame for responses will be based on experience and the complexity of individual cases.
3. Develop a technical guidance document to determine the allocation of impact mitigation responsibilities among the signatory parties. From 1994 to 2015, this determination was based on application of the superpositioning methodology developed by the U.S. Geological Survey for the Hampton Roads Planning District Commission. The methodology is described 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 Investigation Report No. 93-4159, 1992. Beginning in 2016 or as soon as practicable, the HRPDC staff will apply an analysis approach using the U.S. Geological Survey Virginia Coastal Plain Groundwater Model. The HRPDC technical guidance document will be updated to address the use of the model and future model updates.
4. Provide report(s) documenting the results of the HRPDC technical analysis(es) to all signatory parties.

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, the HRPDC will not serve as a member of the mitigation panel.
6. Provide other technical support, as requested, to the signatory parties for other groundwater analyses, including support for development of local groundwater withdrawal permit applications and review of other proposed groundwater withdrawals which may impact on groundwater resources in the Hampton Roads region.
7. On request, provide technical staff support, at cost, to signatory parties for data collection (field work), required by that signatory party's permit or mitigation plan, approved by the Virginia Department of Environmental Quality (State Water Control Board).
8. Take steps, in conjunction with the signatory parties, to involve private sector groundwater users in the Regional Groundwater 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 parties are responsible for the following:

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

PROCEDURE FOR REQUESTING MITIGATION ANALYSES

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 the HRPDC and requests that an impact analysis be conducted. In addition, any signatory parties may request that an impact analysis be undertaken.
3. The HRPDC conducts the analysis, as requested, and advises all signatory parties of the results of the technical analysis(es).
4. This procedure may be modified from time to time with the concurrence of all signatory parties, as represented by the HRPDC Directors of Utilities Committee, in order to improve the efficiency of the mitigation process.

SIGNATORIES

This Memorandum of Agreement will be executed by the Chief Administrative Officer of each participating local government or service authority and by the Executive Director of the HRPDC. Individual signatory pages are included for each participating locality.

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 SOUTHAMPTON
COUNTY OF YORK
JAMES CITY SERVICE AUTHORITY
TOWN OF SMITHFIELD
HAMPTON ROADS PLANING DISTRICT COMMISSION

IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and service authority and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF POQUOSON

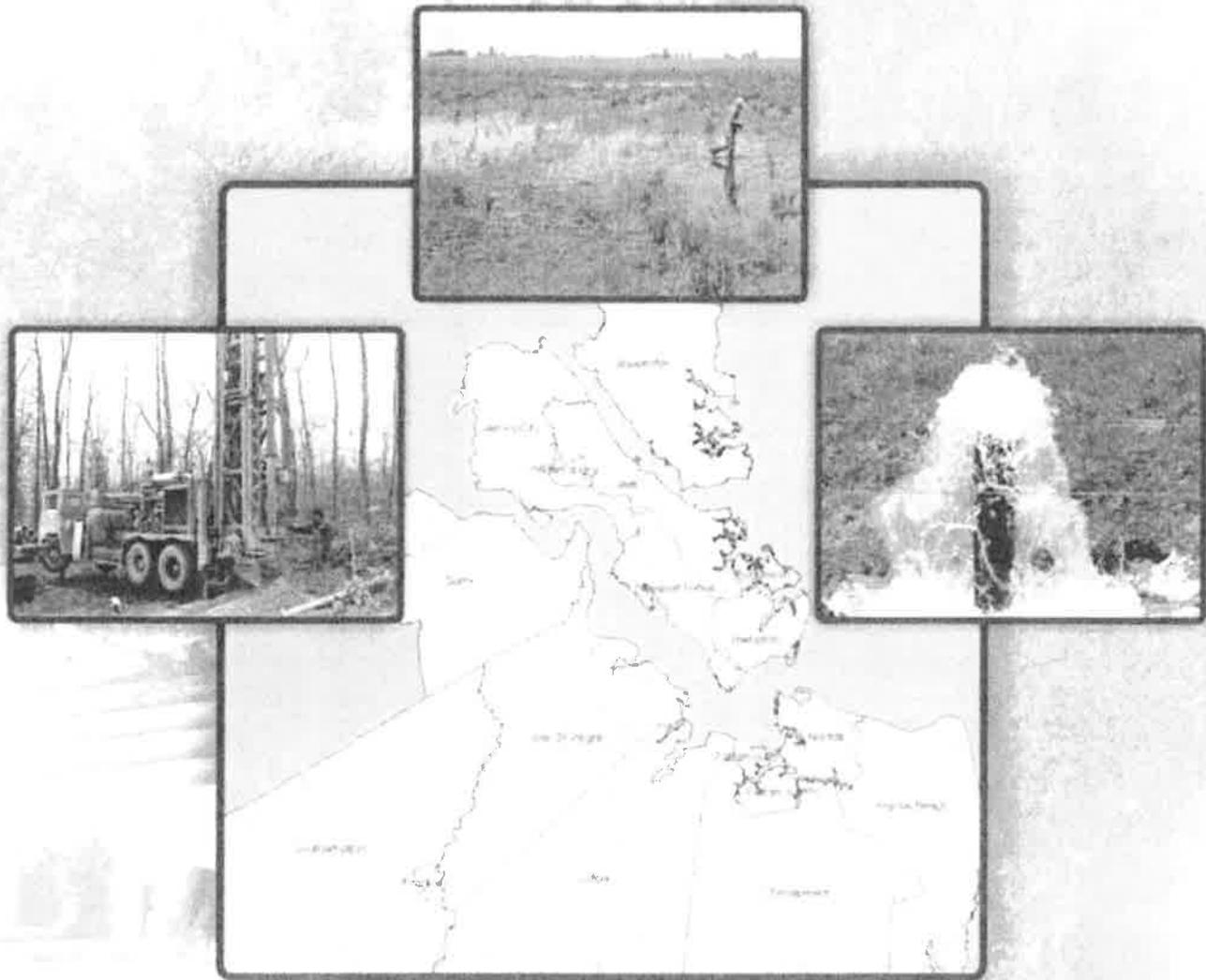
By: _____
J. RANDALL WHEELER, CITY MANAGER

Date: _____

Date: _____

Attest: _____

Regional Groundwater Mitigation Program Administration Memorandum of Agreement



March 2010

HAMPTON ROADS PLANNING DISTRICT COMMISSION

CHESAPEAKE

AMAR DWARKANATH
WILLIAM E. HARRELL
CLIFTON E. HAYES, JR.
* ALAN P. KRASNOFF
ELLA P. WARD

FRANKLIN

* JUNE FLEMING
ROSA M. LAWRENCE

GLOUCESTER COUNTY

* BRENDA G. GARTON
GREGORY WOODARD

HAMPTON

MARY BUNTING
ROSS A. KEARNEY
* MOLLY JOSEPH WARD

ISLE OF WIGHT COUNTY

W. DOUGLAS CASKEY
* STAN D. CLARK

JAMES CITY COUNTY

* BRUCE C. GOODSON
SANFORD B. WANNER

NEWPORT NEWS

* JOE S. FRANK
NEIL A. MORGAN
SHARON P. SCOTT

NORFOLK

ANTHONY L. BURFOOT
* PAUL D. FRAM
DR. THERESA W. WHIBLEY
REGINA V.K. WILLIAMS
BARCLAY C. WINN

POQUOSON

* J. RANDALL WHEELER
GORDON C. HELSEL, JR.

PORTSMOUTH

KENNETH L. CHANDLER
* DOUGLAS L. SMITH

SOUTHAMPTON COUNTY

ANITA T. FELTS
* MICHAEL W. JOHNSON

SUFFOLK

* SELENA CUFFEE-GLENN
LINDA T. JOHNSON

SURRY COUNTY

* TYRONE W. FRANKLIN
JOHN M. SEWARD

VIRGINIA BEACH

HARRY E. DIEZEL
ROBERT M. DYER
BARBARA M. HENLEY
LOUIS R. JONES
* WILLIAM D. SESSOMS
JAMES K. SPORE
JOHN E. UHRIN

WILLIAMSBURG

JACKSON C. TUTTLE, II
* JEANNE ZEIDLER

YORK COUNTY

* JAMES O. McREYNOLDS
THOMAS G. SHEPPERD, JR.

*EXECUTIVE COMMITTEE MEMBER

PROJECT STAFF

DWIGHT L. FARMER	EXECUTIVE DIRECTOR/SECRETARY
JOHN M. GARLOCK	HRPDC DEPUTY EXECUTIVE DIRECTOR
WHITNEY S. KATCHMARK	SENIOR REGIONAL GEOLOGIST
FRANCES D. HUGHEY	ADMINISTRATIVE ASSISTANT
ROBERT C. JACOBS	GENERAL SERVICES MANAGER
MICHAEL R. LONG	ASSISTANT GENERAL SERVICES MANAGER
BRIAN MILLER	COMMUNICATIONS DESIGNER
CHRISTOPHER W. VAIGNEUR	REPROGRAPHIC COORDINATOR

REGIONAL GROUNDWATER MITIGATION PROGRAM ADMINISTRATION

MEMORANDUM OF AGREEMENT

WHEREAS, Section 15.2-1300 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 15.2-4200 of the Code of Virginia enables local governments to establish Planning District Commissions; and

WHEREAS, the cities and counties that are signatories to this Agreement have acted, in accordance with Section 15.2-4200 of the Code of Virginia to establish the Hampton Roads Planning District Commission; and

WHEREAS, several Towns in the Hampton Roads region operate groundwater based water supply systems and

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

WHEREAS, on behalf of the signatory parties, the Hampton Roads Planning District Commission, has contracted with the U.S. Geological Survey to complete various technical analyses of the region's groundwater resources, including development of a methodology for allocating responsibilities for groundwater 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 parties have requested the Hampton Roads Planning District Commission to administer a Regional Groundwater Mitigation Program, on their behalf; and

WHEREAS, on August 11, 1994, the signatory parties entered into the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, on May 31, 2000 and July 5, 2006, the signatory parties extended the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, in accordance with the provisions of the August 11, 1994 Agreement, as extended on May 31, 2000 and July 5, 2006, the signatory parties have evaluated the Groundwater Mitigation Program and determined that the Program should be continued.

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

This Memorandum of Agreement, entered into this 18th day of March, 2010

among and between fifteen local governments in Hampton Roads, James City Service Authority and the Hampton Roads Planning District Commission, establishes and extends the Regional Groundwater Mitigation Program. It outlines the roles and responsibilities of each entity in administering and funding the Regional Groundwater Mitigation Program.

BASIC PREMISES

1. Some local governments in Hampton Roads operate public water supply wells inside and/or outside of their incorporated boundaries.
2. All local governments in Hampton Roads are interested in ensuring that groundwater 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 groundwater 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 agreements.
4. This Agreement establishes the administrative framework, which will be used by the signatory parties to obtain technical analysis of requests for mitigation by private well owners or other local governments in Hampton Roads. Financial issues related to these requests are governed by existing interjurisdictional agreements and state-approved Groundwater Mitigation Plans that are separate and distinct from this Agreement.
5. This Agreement will have a term of five years, extending from January 1, 2011 through December 31, 2015. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual renewal.
6. Program costs will be allocated on a pro-rata basis among the signatory parties. There will be a base buy-in of \$3,000/year per city or county with the balance of annual costs allocated according to the local share of regional population. 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 government will provide financial support to the program according a yet-to-be-determined formula, which will reflect annual program costs. The funding formula will be evaluated on a regular basis by the HRPDC Directors of Utilities Committee and may be adjusted to ensure its continued equitability.

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 groundwater withdrawals.
- 2 Respond equitably and in a timely fashion to requests from all signatory parties for analyses of the impacts of groundwater 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 responsibilities among the signatory parties. 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. This methodology is described 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 Investigation 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 parties.
- 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, the HRPDC will not serve as a member of the mitigation panel.
- 6 Provide other technical support, as requested, to the signatory parties for other groundwater analyses, including support for development of local groundwater withdrawal permit applications and review of other proposed groundwater withdrawals which may impact on groundwater resources in the Hampton Roads region.
- 7 On request, provide technical staff support, at cost, to signatory parties for data collection (field work), required by that signatory party's permit or mitigation plan, approved by the Department of Environmental Quality (State Water Control Board).
- 8 Develop staff capability to conduct more comprehensive impact analyses using the U.S. Geological Survey Virginia Coastal Plain Model. It is anticipated that use of this model 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 parties, to involve private sector groundwater users in the Regional Groundwater 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 parties 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 receipt of a claim.
2. Provide any locally-generated/collected data on groundwater 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 Department of Environmental Quality (State Water Control Board) as elements of Groundwater Withdrawal Permits, to the HRPDC for use in analyses of mitigation claims.
4. Provide timely technical review of the HRPDC analyses and conclusions.
5. Support HRPDC efforts to expand the mitigation program to cover all groundwater uses.
6. Establish the appropriate mitigation panels, in accordance with local mitigation plans, to hear appeals of initial mitigation responsibility determinations.

PROCEDURE FOR REQUESTING MITIGATION ANALYSES

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 the HRPDC and requests that an impact analysis be conducted. In addition, any signatory parties may request that an impact analysis be undertaken.
3. The HRPDC conducts the analysis, as requested, and advises all signatory parties of the results of the technical analysis(es).
4. This procedure may be modified from time to time with the concurrence of all signatory parties, as represented by the HRPDC Directors of Utilities Committee, in order to improve the efficiency of the mitigation process.

SIGNATORIES

This Memorandum of Agreement will be executed by the Chief Administrative

Officer of each participating local government or service authority and by the Executive Director of the HRPDC. Individual signatory pages are included for each participating locality.

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 SOUTHAMPTON
COUNTY OF YORK
JAMES CITY SERVICE AUTHORITY
TOWN OF SMITHFIELD
HAMPTON ROADS PLANING DISTRICT COMMISSION

IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement

CITY OF CHESAPEAKE

By 
William T. Harrell
City Manager

Date 2/22/10

Date 2/22/10

Attest 

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF FRANKLIN

By 

Date 12.11.09

Date 12/11/09

Attest: Erin M. Garner

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF GLOUCESTER

By: Brenda H. Burt

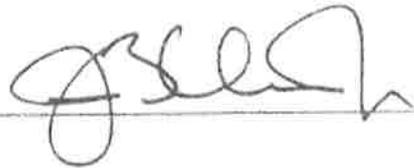
Date: December 10, 2009

Date 12/10/09

Attest: Lawson M. Holgado
Deputy Clerk

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY HAMPTON

By:  _____

Date: 11/17/09

Date: 11/17/09

Attest:  _____

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF ISLE OF WIGHT

By W. Douglas Caskey
W. Douglas Caskey, County Administrator

Date: 11-19-09

Date 11-19-09

Attest: Carey Mills Storm

Approved as to form:

A. Paul Burton
A. Paul Burton, Interim County Attorney

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

JAMES CITY SERVICE AUTHORITY

By: James W. Foster
GENERAL MANAGER

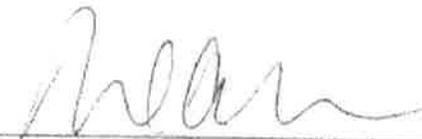
Date: 12/8/09

Date: 12/8/09

Attest: [Signature]

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NEWPORT NEWS

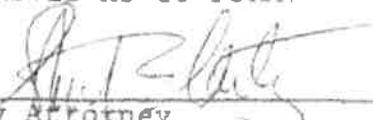
By: 
Acting City Manager

Date: 12/11/09

Date: 12/14/2009

Attest: 
City Clerk

APPROVED AS TO FORM:


City Attorney

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NORFOLK

By: 

Date: 12-3-09

Date: _____

Attest: _____

IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF PORTSMOUTH

By: 

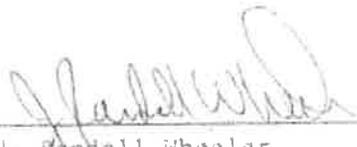
Date 11-05-09

Date 11/05/09

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

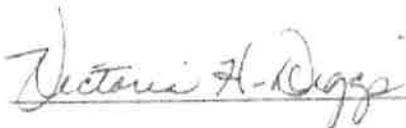
CITY OF POQUOSON

By: 

J. Randall Wheeler
City Manager

Date: 12/1/09

Date: 12/1/2009

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

TOWN OF SMITHFIELD

By: Pete M. Stephenson
Pete-M Stephenson
Town Manager

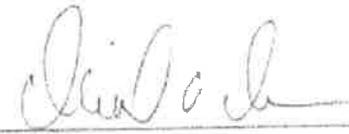
Date: 1/4/10

Date 1-4-10

Attest: Lesley J. Green

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF SOUTHAMPTON

By 

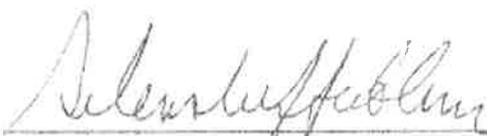
Date: DECEMBER 1, 2009

Date: 12-1-09

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and service authority and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF SUFFOLK

By: 
Selena Cuffee-Glenn, City Manager

Date: 2/26/10

Date February 26, 2010

Attest: 
Erka S. Dawley, City Clerk

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF VIRGINIA BEACH

By: James S. Jones

Date: 11/5/09

Date: 11/5/09

Attest: Brenda O. Flowers
Chief Deputy

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF WILLIAMSBURG

By: 

Date: 11/10/09

Date: November 10, 2009

Attest: Donna Scott

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF YORK

By: [Signature]

Date: November 16, 2009

Date: 11-16-09

Attest: [Signature]

Approved as to form
[Signature]
County Attorney

IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By: Dwight L. Lauer

Date: 3/19/2010

Date: 3/19/2010

Attest: John M. Carlock



CITY OF POQUOSON

500 CITY HALL AVENUE, POQUOSON, VIRGINIA 23662-1996
(757) 868-3040 TELEPHONE (757) 868-3105 FAX

December 5, 2016

TO: Poquoson City Council
THROUGH: Randy Wheeler, City Manager
FROM: Ellen Roberts, City Engineer
RE: Regional Groundwater Mitigation Program Administration
Memorandum of Agreement

Attached please find for your consideration a resolution authorizing the City Manager to enter into a Memorandum of Agreement with other regional governments in support of the Regional Groundwater Mitigation Program. The regional drinking water suppliers, including Newport News Waterworks, use groundwater as one of their sources of drinking water. This program provides technical information necessary to advocate for realistic groundwater withdrawal permits.

The following text was provided to the Hampton Roads Planning District Commission text at a recent meeting:

The Regional Groundwater Mitigation Program, established on August 11, 1994, has been administered under the provisions of five-year MOAs, which were reviewed and renewed in 2000, 2006, and 2010. The most recent MOA expired on December 21, 2015. After reviewing the program and making minor modifications to update references to groundwater models, the HRPDC Directors of Utilities Committee acted on July 6, 2016 to recommend the MOA for HRPDC approval and execution by the parties. Local funding to support this effort is generally provided through utility department budgets.

The MOA establishes HRPDC responsibilities for conducting analyses of the impacts of municipal groundwater withdrawals in support of the local government groundwater withdrawal permits and mitigation plans. It also provides for HRPDC analyses of groundwater issues, as requested by the participating jurisdictions. The agreement has

*a term of five years, covering the period from January 1, 2016 through December 31, 2020.
Signatory parties are listed below:*

- *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 Southampton*
- *County of York*
- *James City Service Authority*
- *Town of Smithfield*
- *Hampton Roads Planning District Commission*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REGIONAL MEMORANDUM OF AGREEMENT ON THE REGIONAL GROUNDWATER MITIGATION PROGRAM

WHEREAS, the City of Poquoson has participated in a regional Groundwater Mitigation Program with the member localities of the Hampton Roads Planning District Commission since 1994;

WHEREAS, the City and the Region rely groundwater as one of their sources of drinking water; and

WHEREAS, the Regional Program provides useful technical information to local Waterworks;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That the City Manager is hereby authorized to enter into a Regional Memorandum of Agreement in support of this program.

Section 2: That this resolution shall become effective immediately upon adoption.

ADOPTED: _____

TESTE: _____
City Clerk

REGIONAL GROUNDWATER MITIGATION PROGRAM ADMINISTRATION

MEMORANDUM OF AGREEMENT

WHEREAS, Section 15.2-1300 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 15.2-4200 of the Code of Virginia enables local governments to establish Planning District Commissions; and

WHEREAS, the cities and counties that are signatories to this Agreement have acted, in accordance with Section 15.2-4200 of the Code of Virginia to establish the Hampton Roads Planning District Commission; and

WHEREAS, several Towns in the Hampton Roads region operate groundwater based water supply systems and

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

WHEREAS, on behalf of the signatory parties, the Hampton Roads Planning District Commission, has contracted with the U.S. Geological Survey to complete various technical analyses of the region's groundwater resources, including the following efforts:

- Development of a methodology for allocating responsibilities for groundwater 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;
- Refined description of the aquifer system of the Virginia Coastal Plain and a hydrogeologic framework for ground-water investigation, as documented in E. Randolph McFarland and T. Scott Bruce, The Virginia Coastal Plain Hydrogeologic Framework, U.S. Geological Survey, Professional Paper 1731, 2006; and
- Development of the Virginia Coastal Plain Groundwater Model to provide a better tool to understand the groundwater resource through simulation of groundwater withdrawals, drought, and saltwater intrusion, as documented in Charles E. Heywood and Jason P. Pope, Simulation of Groundwater Flow in the Coastal Plain Aquifer System of Virginia, U.S. Geological Survey, Scientific Investigations Report 2009-5039, 2009.

WHEREAS, the signatory parties have requested the Hampton Roads Planning District Commission to administer a Regional Groundwater Mitigation Program, on their behalf; and

WHEREAS, on August 11, 1994, the signatory parties entered into the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, on May 31, 2000, July 5, 2006, and March 18, 2010, the signatory parties extended the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, in accordance with the provisions of the August 11, 1994 Agreement, as extended on May 31, 2000, July 5, 2006, and March 18, 2010, the signatory parties have evaluated the Groundwater Mitigation Program and determined that the Program should be continued;

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

This Memorandum of Agreement, entered into this 21st day of July, 2016 among and between fifteen local governments in Hampton Roads, the James City Service Authority, and the Hampton Roads Planning District Commission, establishes and extends the Regional Groundwater Mitigation Program. It outlines the roles and responsibilities of each entity in administering and funding the Regional Groundwater Mitigation Program.

BASIC PREMISES

1. Some local governments in Hampton Roads operate public water supply wells inside and/or outside of their incorporated boundaries.
2. All local governments in Hampton Roads are interested in ensuring that groundwater 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 groundwater 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 agreements.
4. This Agreement establishes the administrative framework, which will be used by the signatory parties to obtain technical analysis of requests for mitigation by private well owners or other local governments in Hampton Roads. Financial issues related to these requests are governed by existing interjurisdictional agreements and state-approved Groundwater Mitigation Plans that are separate and distinct from this Agreement.
5. This Agreement will have a term of five years, extending from January 1, 2016 through December 31, 2020. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual renewal.

6. Program costs will be allocated on a pro-rata basis among the signatory parties. The annual base buy-in per city or county will be determined each year as part of the HRPDC Directors of Utilities Committee budget planning process. The balance of annual costs will be allocated according to the local share of regional population. The most current estimate of population, developed by the Weldon Cooper Center for Public Service, will be used as the population base for allocating program costs. Local contributions may be escalated annually to reflect program experience and projected HRPDC expenditures. Future private sector and non-Hampton Roads local government participation may provide financial support to the program according to a yet-to-be-determined formula, which will reflect annual program costs. The funding formula will be evaluated on a regular basis by the HRPDC Directors of Utilities Committee and may be adjusted to ensure its continued equitability.

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 groundwater withdrawals.
2. Respond equitably and in a timely fashion to requests from all signatory parties for analyses of the impacts of groundwater withdrawals. The time frame for responses will be based on experience and the complexity of individual cases.
3. Develop a technical guidance document to determine the allocation of impact mitigation responsibilities among the signatory parties. From 1994 to 2015, this determination was based on application of the superpositioning methodology developed by the U.S. Geological Survey for the Hampton Roads Planning District Commission. The methodology is described 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 Investigation Report No. 93-4159, 1992. Beginning in 2016 or as soon as practicable, the HRPDC staff will apply an analysis approach using the U.S. Geological Survey Virginia Coastal Plain Groundwater Model. The HRPDC technical guidance document will be updated to address the use of the model and future model updates.
4. Provide report(s) documenting the results of the HRPDC technical analysis(es) to all signatory parties.

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, the HRPDC will not serve as a member of the mitigation panel.
6. Provide other technical support, as requested, to the signatory parties for other groundwater analyses, including support for development of local groundwater withdrawal permit applications and review of other proposed groundwater withdrawals which may impact on groundwater resources in the Hampton Roads region.
7. On request, provide technical staff support, at cost, to signatory parties for data collection (field work), required by that signatory party's permit or mitigation plan, approved by the Virginia Department of Environmental Quality (State Water Control Board).
8. Take steps, in conjunction with the signatory parties, to involve private sector groundwater users in the Regional Groundwater 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 parties are responsible for the following:

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

PROCEDURE FOR REQUESTING MITIGATION ANALYSES

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 the HRPDC and requests that an impact analysis be conducted. In addition, any signatory parties may request that an impact analysis be undertaken.
3. The HRPDC conducts the analysis, as requested, and advises all signatory parties of the results of the technical analysis(es).
4. This procedure may be modified from time to time with the concurrence of all signatory parties, as represented by the HRPDC Directors of Utilities Committee, in order to improve the efficiency of the mitigation process.

SIGNATORIES

This Memorandum of Agreement will be executed by the Chief Administrative Officer of each participating local government or service authority and by the Executive Director of the HRPDC. Individual signatory pages are included for each participating locality.

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 SOUTHAMPTON
COUNTY OF YORK
JAMES CITY SERVICE AUTHORITY
TOWN OF SMITHFIELD
HAMPTON ROADS PLANING DISTRICT COMMISSION

IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and service authority and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF POQUOSON

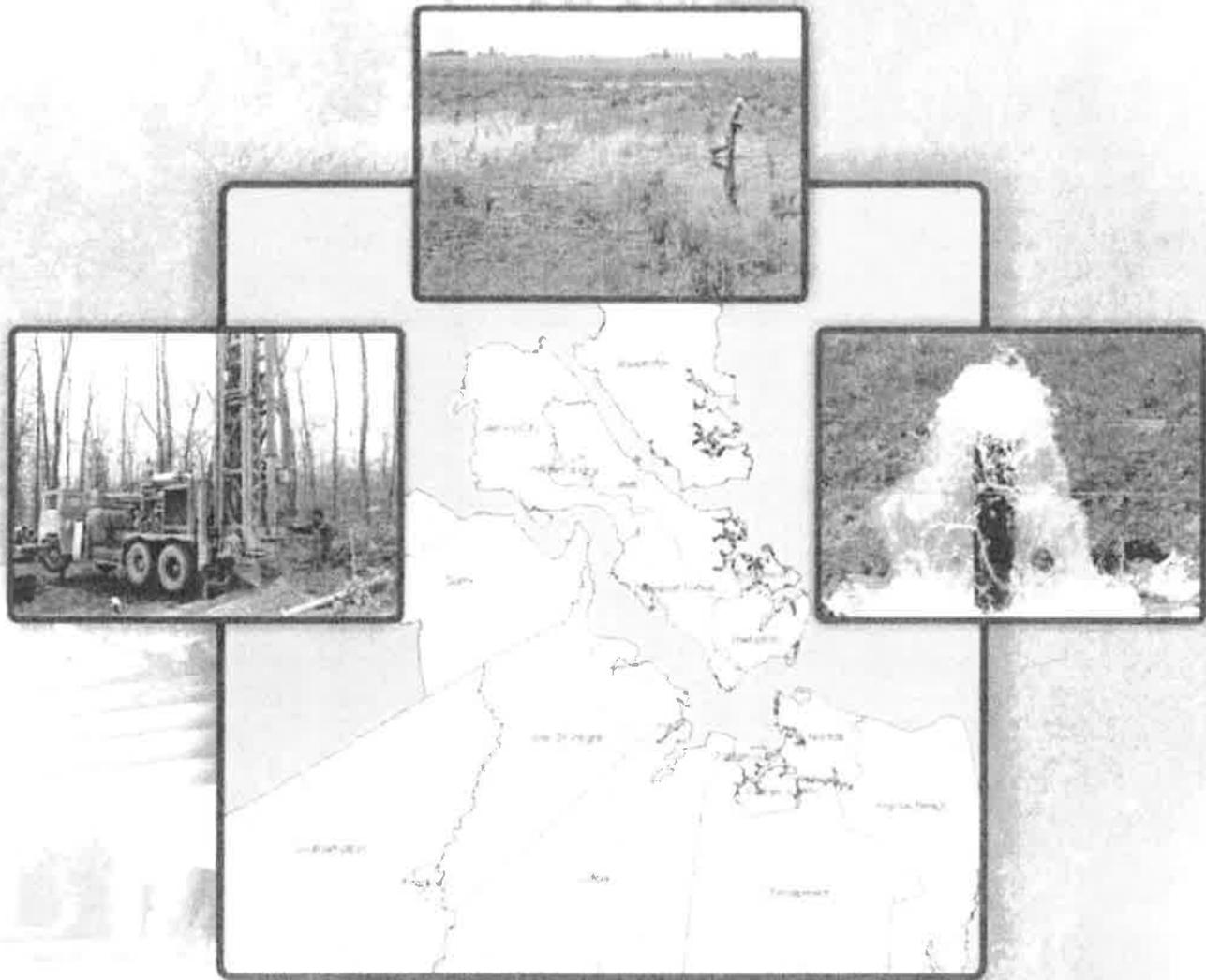
By: _____
J. RANDALL WHEELER, CITY MANAGER

Date: _____

Date: _____

Attest: _____

Regional Groundwater Mitigation Program Administration Memorandum of Agreement



March 2010

HAMPTON ROADS PLANNING DISTRICT COMMISSION

CHESAPEAKE

AMAR DWARKANATH
WILLIAM E. HARRELL
CLIFTON E. HAYES, JR.
* ALAN P. KRASNOFF
ELLA P. WARD

FRANKLIN

* JUNE FLEMING
ROSA M. LAWRENCE

GLOUCESTER COUNTY

* BRENDA G. GARTON
GREGORY WOODARD

HAMPTON

MARY BUNTING
ROSS A. KEARNEY
* MOLLY JOSEPH WARD

ISLE OF WIGHT COUNTY

W. DOUGLAS CASKEY
* STAN D. CLARK

JAMES CITY COUNTY

* BRUCE C. GOODSON
SANFORD B. WANNER

NEWPORT NEWS

* JOE S. FRANK
NEIL A. MORGAN
SHARON P. SCOTT

NORFOLK

ANTHONY L. BURFOOT
* PAUL D. FRAM
DR. THERESA W. WHIBLEY
REGINA V.K. WILLIAMS
BARCLAY C. WINN

POQUOSON

* J. RANDALL WHEELER
GORDON C. HELSEL, JR.

PORTSMOUTH

KENNETH L. CHANDLER
* DOUGLAS L. SMITH

SOUTHAMPTON COUNTY

ANITA T. FELTS
* MICHAEL W. JOHNSON

SUFFOLK

* SELENA CUFFEE-GLENN
LINDA T. JOHNSON

SURRY COUNTY

* TYRONE W. FRANKLIN
JOHN M. SEWARD

VIRGINIA BEACH

HARRY E. DIEZEL
ROBERT M. DYER
BARBARA M. HENLEY
LOUIS R. JONES
* WILLIAM D. SESSOMS
JAMES K. SPORE
JOHN E. UHRIN

WILLIAMSBURG

JACKSON C. TUTTLE, II
* JEANNE ZEIDLER

YORK COUNTY

* JAMES O. McREYNOLDS
THOMAS G. SHEPPERD, JR.

*EXECUTIVE COMMITTEE MEMBER

PROJECT STAFF

DWIGHT L. FARMER	EXECUTIVE DIRECTOR/SECRETARY
JOHN M. GARLOCK	HRPDC DEPUTY EXECUTIVE DIRECTOR
WHITNEY S. KATCHMARK	SENIOR REGIONAL GEOLOGIST
FRANCES D. HUGHEY	ADMINISTRATIVE ASSISTANT
ROBERT C. JACOBS	GENERAL SERVICES MANAGER
MICHAEL R. LONG	ASSISTANT GENERAL SERVICES MANAGER
BRIAN MILLER	COMMUNICATIONS DESIGNER
CHRISTOPHER W. VAIGNEUR	REPROGRAPHIC COORDINATOR

REGIONAL GROUNDWATER MITIGATION PROGRAM ADMINISTRATION

MEMORANDUM OF AGREEMENT

WHEREAS, Section 15.2-1300 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 15.2-4200 of the Code of Virginia enables local governments to establish Planning District Commissions; and

WHEREAS, the cities and counties that are signatories to this Agreement have acted, in accordance with Section 15.2-4200 of the Code of Virginia to establish the Hampton Roads Planning District Commission; and

WHEREAS, several Towns in the Hampton Roads region operate groundwater based water supply systems and

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

WHEREAS, on behalf of the signatory parties, the Hampton Roads Planning District Commission, has contracted with the U.S. Geological Survey to complete various technical analyses of the region's groundwater resources, including development of a methodology for allocating responsibilities for groundwater 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 parties have requested the Hampton Roads Planning District Commission to administer a Regional Groundwater Mitigation Program, on their behalf; and

WHEREAS, on August 11, 1994, the signatory parties entered into the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, on May 31, 2000 and July 5, 2006, the signatory parties extended the Groundwater Mitigation Program Administration Agreement; and

WHEREAS, in accordance with the provisions of the August 11, 1994 Agreement, as extended on May 31, 2000 and July 5, 2006, the signatory parties have evaluated the Groundwater Mitigation Program and determined that the Program should be continued.

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

This Memorandum of Agreement, entered into this 18th day of March, 2010

among and between fifteen local governments in Hampton Roads, James City Service Authority and the Hampton Roads Planning District Commission, establishes and extends the Regional Groundwater Mitigation Program. It outlines the roles and responsibilities of each entity in administering and funding the Regional Groundwater Mitigation Program.

BASIC PREMISES

1. Some local governments in Hampton Roads operate public water supply wells inside and/or outside of their incorporated boundaries.
2. All local governments in Hampton Roads are interested in ensuring that groundwater 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 groundwater 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 agreements.
4. This Agreement establishes the administrative framework, which will be used by the signatory parties to obtain technical analysis of requests for mitigation by private well owners or other local governments in Hampton Roads. Financial issues related to these requests are governed by existing interjurisdictional agreements and state-approved Groundwater Mitigation Plans that are separate and distinct from this Agreement.
5. This Agreement will have a term of five years, extending from January 1, 2011 through December 31, 2015. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual renewal.
6. Program costs will be allocated on a pro-rata basis among the signatory parties. There will be a base buy-in of \$3,000/year per city or county with the balance of annual costs allocated according to the local share of regional population. 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 government will provide financial support to the program according a yet-to-be-determined formula, which will reflect annual program costs. The funding formula will be evaluated on a regular basis by the HRPDC Directors of Utilities Committee and may be adjusted to ensure its continued equitability.

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 groundwater withdrawals.
- 2 Respond equitably and in a timely fashion to requests from all signatory parties for analyses of the impacts of groundwater 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 responsibilities among the signatory parties. 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. This methodology is described 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 Investigation 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 parties.
- 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, the HRPDC will not serve as a member of the mitigation panel.
- 6 Provide other technical support, as requested, to the signatory parties for other groundwater analyses, including support for development of local groundwater withdrawal permit applications and review of other proposed groundwater withdrawals which may impact on groundwater resources in the Hampton Roads region.
- 7 On request, provide technical staff support, at cost, to signatory parties for data collection (field work), required by that signatory party's permit or mitigation plan, approved by the Department of Environmental Quality (State Water Control Board).
- 8 Develop staff capability to conduct more comprehensive impact analyses using the U.S. Geological Survey Virginia Coastal Plain Model. It is anticipated that use of this model 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 parties, to involve private sector groundwater users in the Regional Groundwater 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 parties 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 receipt of a claim.
2. Provide any locally-generated/collected data on groundwater 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 Department of Environmental Quality (State Water Control Board) as elements of Groundwater Withdrawal Permits, to the HRPDC for use in analyses of mitigation claims.
4. Provide timely technical review of the HRPDC analyses and conclusions.
5. Support HRPDC efforts to expand the mitigation program to cover all groundwater uses.
6. Establish the appropriate mitigation panels, in accordance with local mitigation plans, to hear appeals of initial mitigation responsibility determinations.

PROCEDURE FOR REQUESTING MITIGATION ANALYSES

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 the HRPDC and requests that an impact analysis be conducted. In addition, any signatory parties may request that an impact analysis be undertaken.
3. The HRPDC conducts the analysis, as requested, and advises all signatory parties of the results of the technical analysis(es).
4. This procedure may be modified from time to time with the concurrence of all signatory parties, as represented by the HRPDC Directors of Utilities Committee, in order to improve the efficiency of the mitigation process.

SIGNATORIES

This Memorandum of Agreement will be executed by the Chief Administrative

Officer of each participating local government or service authority and by the Executive Director of the HRPDC. Individual signatory pages are included for each participating locality.

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 SOUTHAMPTON
COUNTY OF YORK
JAMES CITY SERVICE AUTHORITY
TOWN OF SMITHFIELD
HAMPTON ROADS PLANING DISTRICT COMMISSION

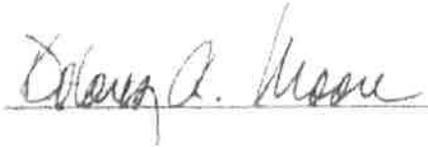
IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement

CITY OF CHESAPEAKE

By 
William T. Harrell
City Manager

Date 2/22/10

Date 2/22/10

Attest 
Cheryl A. Moore

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF FRANKLIN

By 

Date 12.11.09

Date 12/11/09

Attest: Erin M. Garner

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF GLOUCESTER

By: Brenda H. Burt

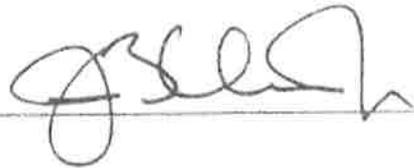
Date: December 10, 2009

Date 12/10/09

Attest: Lawson M. Holgado
Deputy Clerk

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY HAMPTON

By:  _____

Date: 11/17/09

Date: 11/17/09

Attest:  _____

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF ISLE OF WIGHT

By W. Douglas Caskey
W. Douglas Caskey, County Administrator

Date: 11-19-09

Date 11-19-09

Attest: Carey Mills Storm

Approved as to form:

A. Paul Burton
A. Paul Burton, Interim County Attorney

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

JAMES CITY SERVICE AUTHORITY

By: James W. Foster
GENERAL MANAGER

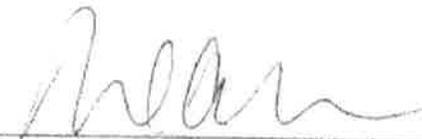
Date: 12/8/09

Date: 12/8/09

Attest: [Signature]

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NEWPORT NEWS

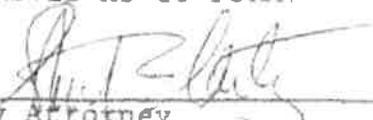
By: 
Acting City Manager

Date: 12/11/09

Date: 12/14/2009

Attest: 
City Clerk

APPROVED AS TO FORM:


City Attorney

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NORFOLK

By: 

Date: 12-3-09

Date: _____

Attest: _____

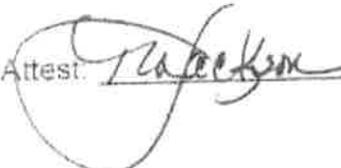
IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF PORTSMOUTH

By: 

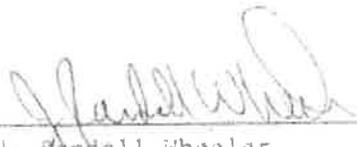
Date 11-05-09

Date 11/05/09

Attest: 

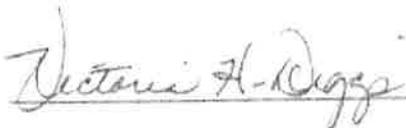
IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF POQUOSON

By: 
J. Randall Wheeler
City Manager

Date: 12/1/09

Date: 12/1/2009

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

TOWN OF SMITHFIELD

By: Pete M. Stephenson
Pete-M Stephenson
Town Manager

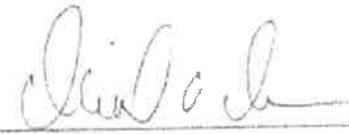
Date: 1/4/10

Date 1-4-10

Attest: Lesley J. Green

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF SOUTHAMPTON

By 

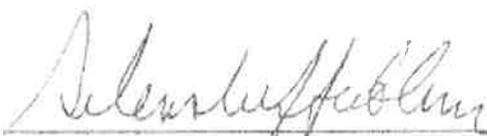
Date: DECEMBER 1, 2009

Date: 12-1-09

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and service authority and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF SUFFOLK

By: 
Selena Cuffee-Glenn, City Manager

Date: 2/26/10

Date February 26, 2010

Attest: 
Erka S. Dawley, City Clerk

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF VIRGINIA BEACH

By: James S. Jones

Date: 11/5/09

Date: 11/5/09

Attest: Brenda O. Flowers
Chief Deputy

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF WILLIAMSBURG

By: 

Date: 11/10/09

Date: November 10, 2009

Attest: Donna Scott

IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

COUNTY OF YORK

By: [Signature]

Date: November 16, 2009

Date: 11-16-09

Attest: [Signature]

Approved as to form
[Signature]
County Attorney

IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By: Dwight L. Lauer

Date: 3/19/2010

Date: 3/19/2010

Attest: John M. Carlock



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

December 12, 2016

To: City Council
From: City Manager
Subject: **Resolution Making Appointments To the Virginia Peninsula Public Service Authority, the Parks and Recreation Advisory Board, the Economic Development Authority, the Architecture Review Board and the School Board**

Presented for your consideration is a resolution making appointments to the following Boards and Commissions:

Virginia Peninsulas Public Service Authority – 4 year term

Currently serving: J. Randall Wheeler
Howard T. Jones

It is suggested that Mr. Wheeler be appointed as the alternate and Mr. Jones as the regular member.

Parks and Recreation Advisory Board – 3 year term by precinct

John Foden – Resigned – Eastern Precinct

Economic Development Authority – 4 year term

Kristen Webber – recently resigned

Architectural Review Board – 3 year term

Robert J. Cox – served since 1/11
William B. Price, Jr. – served since 12/13

School Board – serve uncompleted term

David A. Hux was recently elected to City Council and has expressed his intention to resign from the School Board prior to the Council meeting.

All Board Bank applications on file have been periodically forwarded to you but are again included in your agenda packet.

RESOLUTION NO. _____

**RESOLUTION MAKING APPOINTMENTS
TO VARIOUS BOARDS AND COMMISSIONS**

BE IT RESOLVED by the Council of the City of Poquoson, Virginia:

Section 1: That the following persons be and the same hereby are appointed to the Virginia Peninsulas Public Service Authority for the terms indicated:

<u>Names</u>	<u>Terms Expire</u>
1.	December 31, 2020
2.	December 31, 2020

Section 2: That the following person be and the same hereby is appointed to the Parks and Recreation Advisory Board to complete the unexpected term of John Foden who has resigned:

<u>Name</u>	<u>Term Expires</u>
1.	March 31, 2017 (Eastern)

Section 3: That the following person be and the same hereby is appointed to the Economic Development Authority to complete the unexpected term of Kristin L. Webber who has resigned:

<u>Name</u>	<u>Term Expires</u>
1.	March 31, 2020

Section 4: That the following persons be and the same hereby are appointed to the Architectural Review Board for the terms indicated:

<u>Names</u>	<u>Terms Expire</u>
1.	December 31, 2019
2.	December 31, 2019

Section 5: That the following person be and the same hereby is appointed to fill the unexpired term of David A. Hux who has been elected to City Council.

<u>Name</u>	<u>Term Expires</u>
1.	June 30, 2017

Section 6: That this resolution shall be in effect on and after its adoption.

ADOPTED: _____

TESTE: _____
City Clerk