



## 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 21<sup>st</sup> 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**

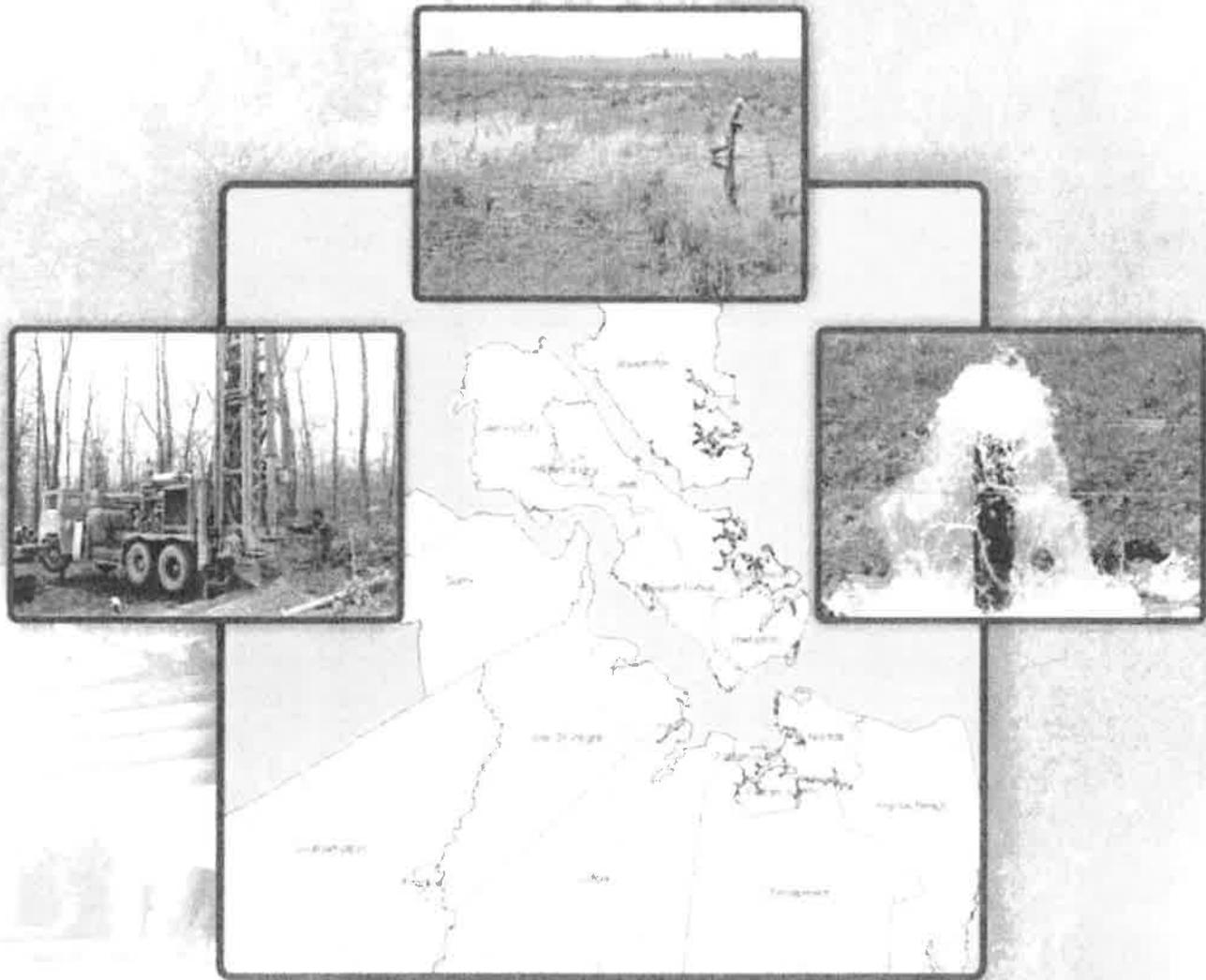
By: \_\_\_\_\_  
J. RANDALL WHEELER, CITY MANAGER

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 18<sup>th</sup> 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

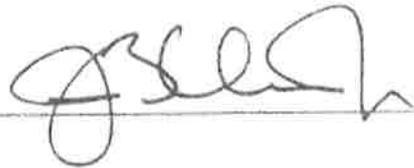
Date: December 10, 2009

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

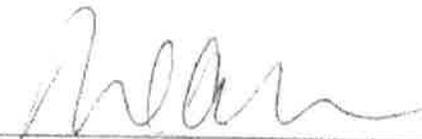
Date: 12/8/09

Date: 12/8/09

Attest: [Signature]

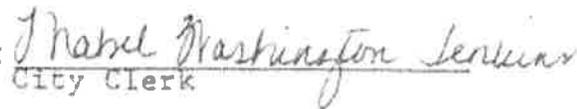
IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NEWPORT NEWS

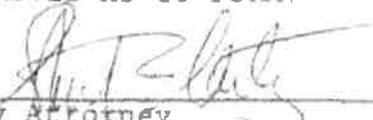
By:   
Acting City Manager

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: \_\_\_\_\_

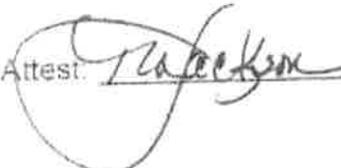
IN WITNESS THEREOF the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF PORTSMOUTH

By: 

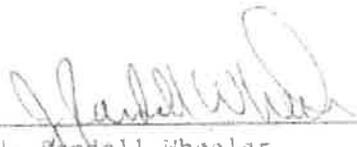
Date 11-05-09

Date 11/05/09

Attest: 

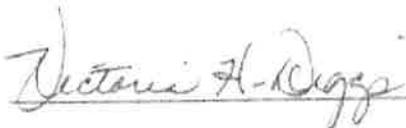
IN WITNESS THEREOF, the Chief Administrative Officer of the local government and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

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

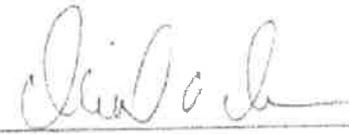
Date: 1/4/10

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 

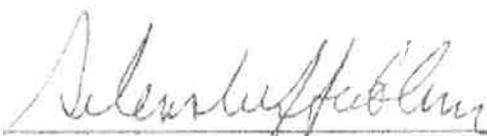
Date: DECEMBER 1, 2009

Date: 12-1-09

Attest: 

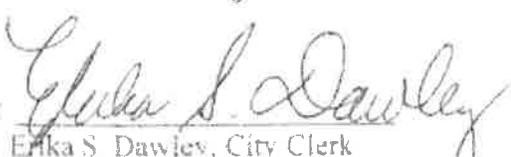
**IN WITNESS THEREOF**, the Chief Administrative Officer of the local governments and service authority and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

**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