



**MIDDLE PENINSULA
PLANNING DISTRICT COMMISSION**

COMMISSIONERS

Essex County

*Mr. John Clickener
Hon. Margaret H. Davis
Hon. John C. MaGruder*

Town of Tappahannock

*Hon. Roy M. Gladding
Mr. James W. Sydnor*

Gloucester County

*Hon. Ashley C. Chriscoe
Dr. William G. Reay
Hon. Michael R. Winebarger*

King and Queen County

*Hon. Sherrin C. Alsop
Hon. R. F. Bailey
Mr. Thomas J. Swartzwelder
(Chairman)*

King William County

*Hon. David E. Hansen
Hon. Travis J. Moskalski
(Treasurer)
Mr. Eugene J. Rivara
Mr. Sanford Wanner*

Town of West Point

Hon. Paul T. Kelley

Mathews County

*Hon. O. J. Cole, Jr.
(Vice Chairman)
Mr. Thornton Hill
Hon. Jack White
Ms. Melinda Conner*

Middlesex County

*Mrs. Trudy V. Feigum
Hon. Wayne H. Jessie, Sr.
Hon. John D. Miller, Jr.*

Town of Urbanna


Hon. Steve Hollberg

Secretary/Director

Mr. Lewis L. Lawrence

MEMORANDUM

TO: MPPDC Board of Commissioners

FROM: Lewis Lawrence, Executive Director 

DATE: February 16, 2017

RE: February Commission Meeting

The Middle Peninsula Planning District Commission will host its monthly meeting on Wednesday, February 22, 2017 at 7:00 p.m. in the Regional Board Room at the Middle Peninsula Planning District Commission office in Saluda.

Enclosed are the February meeting agenda and supporting materials for your review prior to the meeting.

If you have any questions concerning material in your agenda packet, please give me a call at 804-758-2311 or email me at LLawrence@mppdc.com.

I look forward to seeing you on **February 22nd**!

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***Middle Peninsula Planning District Commission
Meeting***

7:00 P.M.

Wednesday, February 22, 2017

125 Bowden Street

Saluda VA 23149

- I. Welcome and Introductions
- II. Approval of January Minutes
- III. Approval of January Financial Reports
- IV. Executive Director's Report on Staff Activities for the Month of February
- V. Public Comment

AGENDA ITEMS FOR DISCUSSION

- VI. Presentation on the Commonwealth Center for Recurrent Flooding Resiliency
Elizabeth Andrews, VCPC, Mark Luckenbach, VIMS, Emily E. Steinhilber, ODU
- VII. Draft Water Supply Plan Service Agreement
Lewie Lawrence
- VIII. Consideration of MPPDC Septic Repair Program Service Enhancement
Beth Johnson
- IX. General Assembly Update
- X. Adoption of Middle Peninsula CDBG Priorities
- XI. Adoption of Resolution Authorizing the Acceptance of a Loan from the VWFRLF
- XII. Other Business
 - RFAB Nomination Request
 - Demographic Update
- XIII. Adjournment

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MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

January 25, 2017

Saluda, Virginia

I. Welcome and Introductions

The monthly meeting of the Middle Peninsula Planning District Commission was held in the Regional Board Room at the Middle Peninsula Planning District Commission office in Saluda, Virginia on Wednesday, January 25, 2017, at 7:00 p.m. MPPDC Chairman Thomas Swartzwelder welcomed everyone in attendance and gave a special welcome to former Commissioner, Otto Williams.

Commissioners Present

Essex County: John Clickener, Margaret “Prue” Davis

King and Queen County: Tom Swartzwelder

King William County: Travis Moskalski, Eugene Rivara, Sandy Wanner, David Hansen

Mathews County: Tim Hill, O.J. Cole, Jr., Jack White

Town of Urbanna: Steve Hollberg

Commissioners Absent

Essex County: John Magruder

Gloucester County: Ashley Chriscoe, Dr. Willy Reay, Michael Winebarger

King and Queen County: Sherrin Alsop, R.F. Bailey

Middlesex County: Wayne Jessie, Jack Miller, Trudy Feigum

Mathews: Melinda Conner

Town of Tappahannock: Monte “Roy” Gladding, James Sydnor

Town of West Point: Paul T. Kelley

Also in Attendance

Lewis Lawrence, MPPDC Executive Director

Beth Johnson, MPPDC Finance Director

Harrison Bresee III, MPPDC Regional Emergency Planner

Dawn Kirby, MPPDC Secretary

Jason Perry, RCC, Vice President of Workforce & Community Development

Otto Williams, Citizen

II. Approval of December Minutes

Chairman Swartzwelder asked whether there were any corrections or changes to the December Minutes. There being no corrections to the Minutes, Chairman Swartzwelder requested a motion to approve the December Minutes. Mr. Hill moved that the December Minutes be approved. Mr. Rivara seconded the motion; motion carried.

III. Approval of December Financial Report

Chairman Swartzwelder asked whether there were any questions regarding the December financial report before being approved subject to audit. There being no questions, Chairman Swartzwelder requested a motion to approve the December financial report subject to audit. Mr. Moskalski moved to approve the December financial report subject to audit. Mr. Hill seconded the motion; motion carried.

IV. Executive Director's Report on Staff Activities for the Month of January

Chairman Swartzwelder requested MPPDC Executive Director, Lewie Lawrence to review the Executive Director's Report on Staff Activities for the month of January. The Executive Director's Report on staff activities is developed at a monthly staff meeting, organized by PDC Service Centers, and the activities are used to report grant funding activities. Mr. Lawrence directed the Commissioners' attention to several items:

- Met with representatives from the Virginia Department of Game and Inland Fisheries and the Virginia Wildlife Foundation concerning possible new land donations totaling approximately 1500-1800 acres, located on the Mobjack Bay, around the Captain Sinclair's Recreational Area in Gloucester.
- Consulted with Erin McNeil and Heather Hays regarding counsel assignment for the Middle Peninsula Chesapeake Bay Public Access Authority and questions related to business and revenue generation for the Public Access Authority. Erin McNeil is the Assistant Attorney General and Heather Hays is Lockerman Senior Assistant Attorney General/Chief at the Office of the Attorney General.
- Corresponded with a variety of marinas throughout the region to understand insurance requirements for commercial work boats. Based on preliminary responses, some marinas do not allow commercial work boats, while other marinas require different insurance minimums.
- Drafted and submitted an application to the Community Development Block Grant Program to expand broadband services to the rural areas of the Middle Peninsula and possibly beyond. Approximately twenty to thirty lines of dark fiber on Route 33 from Glenss to King & Queen business corridor for community use.

V. Public Comment

None.

VI. Adoption of Calendar Year Meeting Schedule

The Commission will meet on the 4th Wednesday of each month except for November and December when it will meet on the 3rd Wednesday. There will be no meeting in August. Meetings will be held at the Regional Board Room in Saluda, except for dinner meetings in March, June and October. Locations TBD. Mr. White moved to approve the CY 2017 Annual Meeting Schedule as proposed. Mr. Rivara seconded the motion; motion carried.

VII. General Assembly Update

MPPDC Executive Director, Lewie Lawrence presented a list of the various bills of

interest being tracked in the General Assembly and discussed the progress of the Stormwater bill. This past Monday, Keith Hodges called a meeting with CBF, VML, VACO, the James River Association, DEQ and VDOT concerning the Stormwater bill in an effort to come up with a solution everyone can agree on. The bill has been rewritten numerous times with the assistance of William and Mary Law School Director, Elizabeth Andrews, to present the General Assembly with a “super tight” bill. Mr. Lawrence mentioned there are currently no federal mandates that Virginia had to come up with Stormwater regulations. Chairman Swartzwelder commended Mr. Lawrence for his work on this matter and Mr. Lawrence commended Delegate Keith Hodges for his work on the Stormwater bill. Mr. Lawrence will send the final version of the bill to the County Administrators. The bills to date that being monitored by MPPDC staff include SB1203, SB1205, SB1349, HB 2319, HB2009, HB2008, HB2012, HB2055, HB1774, HJ700, HB2196, SJ281, HB2108, SB1282, SB1331. Mr. Lawrence provided the Commissioners with a current copy of the proposed Stormwater bill as well as a list of the other bills being tracked and invited Commissioners to add other bills they would like tracked. The list of bills being tracked can be accessed on the Richmond Sunlight website at <https://www.richmondsunlight.com/photosynthesis/ykg57/>

VIII. Review and Consideration of MPPDC Title VI Plan

As a result of new grant requirements from VDOT, MPPDC is required to adopt a Title VI Plan. With the assistance of law firm, Sands Anderson, a Title VI plan has been drafted. Finance Director, Beth Johnson gave a PowerPoint presentation* explaining the contents of the plan. The Title VI Plan must include a policy of non-discrimination, designation of responsible staff including a Title VI Coordinator whose duties include program administration, staff training, complaint procedures, public involvement, implementation and acknowledgement of Title VI compliance for federal funding. Chairman Swartzwelder urged each commissioner to deliver a copy of the MPPDC Title VI Plan to their County/Town Attorney for review. Chairman Swartzwelder requested a motion to adopt the Title VI Plan as presented. Mr. Wanner so moved; Mr. Hollberg seconded the motion; motion carried. The Title VI Plan will be publicized as required.

*A copy of the PowerPoint presentation is filed in the official MPPDC record book of the minutes.

IX. Committee Appointments

Chairman Swartzwelder asked the Commission if anyone would like to change any of the standing committee appointments.

- The Overall Program Design and Budget Committee (OPD & BC) - Chairman Swartzwelder requested a motion to keep the current officers as the members of this committee. Mr. Moskalski so moved; Mr. Hollberg seconded the motion; motion carried.

- The Nominating Committee - On a motion by Mr. Hill and seconded by Mr. Rivara, the Commission will maintain the current slate of officers for FY18. Mr. Hill so moved; Mr. Rivara seconded the motion; motion carried.
- The Executive Committee - Chairman Swartzwelder requested a motion to keep the current officers plus the past chair as the Executive Committee. Mr. Hollberg so moved; Mr. Hill seconded the motion; motion carried.

X. Other Business

MPPDC Finance Director, Beth Johnson gave a brief history of living shoreline financing and the role of MPPDC. Ms. Johnson noted a 2013 MPPDC project that studied incentives for encouraging construction of living shorelines which led to MPPDC staff working with Delegate Keith Hodges on HB1734 to allow the Virginia Resources Authority to lend loan funds for water quality purposes for the installation of living shorelines. The bill subsequently passed and was enacted into law as §62.1-229.5. In 2015, MPPDC staff served on the workgroup assembled by DEQ to develop the administration guidelines and provided a draft of the MPPDC Living Shoreline Incentive Program design to the Virginia Clean Water Financing and Assistance Program to be used as a model Local Plan program design for other localities or planning district commissions interested in establishing LSIP's for their areas. In June 2016, MPPDC applied for \$250,000 in funding from the program. Final approval of the financing was announced at the December meeting of the State Water Control Board and MPPDC received a letter of authorization for a loan of \$250,000 at 0% interest over 15 years. Next steps – Staff will notify Bond Counsel and begin marketing the program, VRA will issue a commitment letter and MPPDC will begin processing applications. Documentation requiring Commission approval is anticipated to be provided at the February Commission meeting. Chairman Swartzwelder requested a motion allowing PDC staff to continue into negotiations with DEQ. Mr. Clickener so moved; Mr. Moskalski seconded the motion; motion carried.

XI. Adjournment

Chairman Swartzwelder asked former Commissioner, Otto Williams if he would like to motion to adjourn the meeting, Mr. Moskalski yielded to Mr. Williams. Mr. Williams motioned to adjourn; Mr. Moskalski endorsed the motion; Mr. White seconded. The motion carried.

**Note: All handouts distributed at a meeting are filed in the official MPPDC record book of the minutes. Copies of all PowerPoint presentations are filed with the official minutes.*

COPY TESTE:

(Secretary)

Project Financial Report

Middle Peninsula Planning District Commission

Run Date: 02/07/2017
 Run Time: 4:04:13 pm
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Period Ending: 01/31/17

Expenditures

Code	Description	Budget	Curr Month	Project Total	Un/Over	% Budget	Revenues	Balance
30013	EE&CBG Project	3,975.00	137.94	4,112.97	-137.97	103.47%	3,898.50	-214.47
30021	Mathews Comp Plan Upd	8,750.00	-3.91	7,591.22	1,158.78	86.76%	6,388.24	-1,202.98
30022	Tappahannock Economic I	4,000.00	-3.52	3,886.08	113.92	97.15%	3,991.00	104.92
30109	MPEDRO Staff Support	12,800.38	44.53	14,974.49	-2,174.11	116.98%	14,929.96	-44.53
30111	Blue/Green Infrastructure I	29,998.00	2,506.19	7,956.66	22,041.34	26.52%	5,092.00	-2,864.66
30112	BCC MPEDRO \$17K ma	86,000.00	4,870.62	22,926.39	63,073.61	26.66%	4,399.00	-18,527.39
30170	MPBDP Staff Support	18,280.00	178.32	19,405.28	-1,125.28	106.16%	20,208.39	803.11
30212	FY17 Transportation Dem	84,807.00	5,914.00	48,166.66	36,640.34	56.80%	50,660.40	2,493.74
30313	FY16 RTP	0.00	609.00	609.00	-609.00	0.00%	0.00	-609.00
30314	FY17 Rural Transporatio	72,500.00	5,278.10	44,973.51	27,526.49	62.03%	22,652.95	-22,320.56
30420	Onsite Loan Management	128,406.87	470.35	132,521.18	-4,114.31	103.20%	173,250.99	40,729.81
30424	2016 Septic Pumpout	28,600.00	-16.37	20,420.76	8,179.24	71.40%	10,328.76	-10,092.00
30428	WQIF 2016, \$183500 R	216,500.00	9,356.28	14,331.05	202,168.95	6.62%	4,305.92	-10,025.13
30502	Water Supply Planning	121,805.89	423.19	117,605.72	4,200.17	96.55%	153,950.00	36,344.28
31002	GA Lobby FY09	18,247.75	0.00	18,247.75	0.00	100.00%	24,000.00	5,752.25
31201	AHMP Update 2014	130,010.00	-66.61	130,240.51	-230.51	100.18%	129,741.06	-499.45
31203	Emergency Planning 2016	154,500.00	7,792.88	129,476.67	25,023.33	83.80%	90,686.57	-38,790.10
31500	Living Shoreline Incentiv	0.00	0.10	65.05	-65.05	0.00%	37.30	-27.75
32014	PA Master Plan - \$2500 I	77,500.00	-126.18	78,668.05	-1,168.05	101.51%	77,258.59	-1,409.46
32015	FY17 PAA Staff Support	4,000.00	342.95	1,786.33	2,213.67	44.66%	968.64	-817.69
32016	VIMS Living Shoreline	92,636.80	152.95	547.60	92,089.20	0.59%	0.00	-547.60
32133	NFWF Living Shorelines I	222,267.00	-18,700.00	204,238.97	18,028.03	91.89%	222,267.00	18,028.03
32135	Coastal TA FY16	60,000.00	0.00	60,222.58	-222.58	100.37%	57,000.00	-3,222.58
32136	Mathews SLR Adapatati	54,687.00	-38.80	55,518.08	-831.08	101.52%	54,687.00	-831.08
32137	Mathews Ditch Map Data	60,524.00	-38.81	61,271.52	-747.52	101.24%	54,471.60	-6,799.92
32138	FY17_Coastal_TA	60,000.00	4,405.86	21,346.18	38,653.82	35.58%	6,399.52	-14,946.66
32139	Eco_Business - PAA Mat	47,000.00	3,779.62	14,935.39	32,064.61	31.78%	1,625.60	-13,309.79
32209	WWF State Plan	50,000.00	-60.48	48,859.76	1,140.24	97.72%	48,405.93	-453.83
32210	WWF Inititative	50,000.00	3,537.61	14,109.28	35,890.72	28.22%	0.00	-14,109.28
38016	FY16_Local_Programs	0.00	0.00	0.00	0.00	0.00%	151.20	151.20
38017	FY17 Local Projects	136,057.00	5,894.85	114,380.50	21,676.50	84.07%	169,456.69	55,076.19
Totals:		2,033,852.69	36,640.66	1,413,395.19	620,457.50	69.49%	1,411,212.81	-2,182.38

Balance Sheet by Category

Middle Peninsula Planning District Commission

Period Ending: 01/31/17
Format: 1 Board

Run Date: 2/7/17
Run Time: 4:05:20 pm
Page 1 of 1

Assets:

Cash in Bank	654,283.61
Receivables	205,075.25
Property & Equipment	10,937.83
Deferred Outflows	30,454.00

Total Assets:

\$900,750.69

Liabilities:

Accounts Payable	1,129.16
VRA Loan Payables	118,634.87
Payroll Withholdings	-175.07
Accrued Leave	48,687.70
Deferred Inflows	220,036.00
Net Pension Liabilities	56,917.00
Cost Allocation Control	(7,719.29)

Total Liabilities:

\$437,510.37

Equity:

Local Initiatives/Information Resources	59,881.59
Economic Development	-20,633.51
Transportation Programs	-20,435.82
Emergency Management Projects	-38,790.11
Onsite Repair & Pumpout	20,615.57
Housing	-214.22
Coastal Community & Environmental	-35,672.86
Public Access Auth Programs	-2,774.75
Mandates	35,850.14
Temporarily Restricted	178,083.69
General Fund Balance	287,330.60

Total Equity:

\$463,240.32

Total Liabilities and Equity

\$900,750.69

Balance:

\$0.00

Agencywide R&E by Category

Middle Peninsula Planning District Commission

Run Date: 02/07/2017
 Run Time: 4:06:30 pm
 Page 1 of 1

Period Ending: 01/31/17
 Format: 1 Agencywide R&E
 With Indirect Cost Detail

Code & Description	Budget	Current	YTD	Un/Ovr	% Bud
Revenues					
Local Match	0.00	6.03	70,413.44	-70,413.44	0.00%
Local Annual Dues	109,899.00	0.00	109,899.00	0.00	100.00%
Local Other Revenues	6,281.00	0.00	57,350.75	-51,069.75	913.08%
Local Other Organizations	34,000.00	253.96	3,098.22	30,901.78	9.11%
State Revenues	143,817.00	40,478.00	99,948.00	43,869.00	69.50%
Federal Revenues	467,618.00	48,194.61	158,794.80	308,823.20	33.96%
Miscellaneous Income	9,800.00	218.03	3,183.21	6,616.79	32.48%
RevolvingLoan Program Income	9,000.00	732.90	47,482.91	-38,482.91	527.59%
Revenues	780,415.00	89,883.53	550,170.33	230,244.67	70.50%
Expenses					
Personnel	417,254.00	38,279.54	297,333.25	119,920.75	71.26%
Facilities	30,887.00	2,602.25	17,790.09	13,096.91	57.60%
Communications	4,400.00	387.14	2,542.25	1,857.75	57.78%
Equipment & Supplies	3,250.00	269.19	2,820.41	429.59	86.78%
Travel	8,202.00	432.12	5,105.13	3,096.87	62.24%
Professional Development	17,580.00	175.95	9,630.04	7,949.96	54.78%
Contractual	181,700.00	-8,835.71	115,374.41	66,325.59	63.50%
Miscellaneous	63,928.00	3,338.75	31,285.41	32,642.59	48.94%
Regional Share	0.00	0.00	70,463.28	-70,463.28	0.00%
Expenses	727,201.00	36,649.23	552,344.27	174,856.73	75.95%
Agency Balance	53,214.00	53,234.30	-2,173.94		

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Middle Peninsula Planning District Commission



MPPDC General Fact Sheet

WHAT IS MPPDC?

The Middle Peninsula Planning District Commission (MPPDC) was established pursuant to the Virginia Area Development Act (Title 15.1, Chapter 34, Sections 15.1-1400, et seq., Code of Virginia (1950) as amended) and by joint resolutions of the governing bodies of its constituent member jurisdictions.

The "MPPDC" describes the geographic section of Virginia which encompasses the Counties of Essex, Gloucester, King and Queen, King William, Mathews and Middlesex and the Towns of Tappahannock, Urbanna and West Point.

BACKGROUND

The Agreement to organize a Planning District Commission was made on January 31, 1972, by and between the government subdivisions as authorized by the Virginia Area Development Act.

WHAT DOES MPPDC DO?

The purpose of the Commission is to promote the orderly and efficient development of the physical, social, and economic elements of the Planning District by planning and encouraging and assisting governmental subdivisions to plan for the future.

HOW ARE DECISIONS MADE AT MPPDC?

Decision-making occurs through the Middle Peninsula Planning District Commission, a governing body comprised of elected officials, citizens, and chief administrative officers representing the six counties and three towns in the region.

QUICK FACTS

Region at Glance

- Six Counties: Essex, Gloucester, King & Queen, King William, Mathews and Middlesex
- Three Towns: West Point, Urbanna, and Tappahannock
- 1,387 Square Miles
- 1,055 Miles of Shoreline

➤ 888,064 Acres of Land

➤ 90,826 People

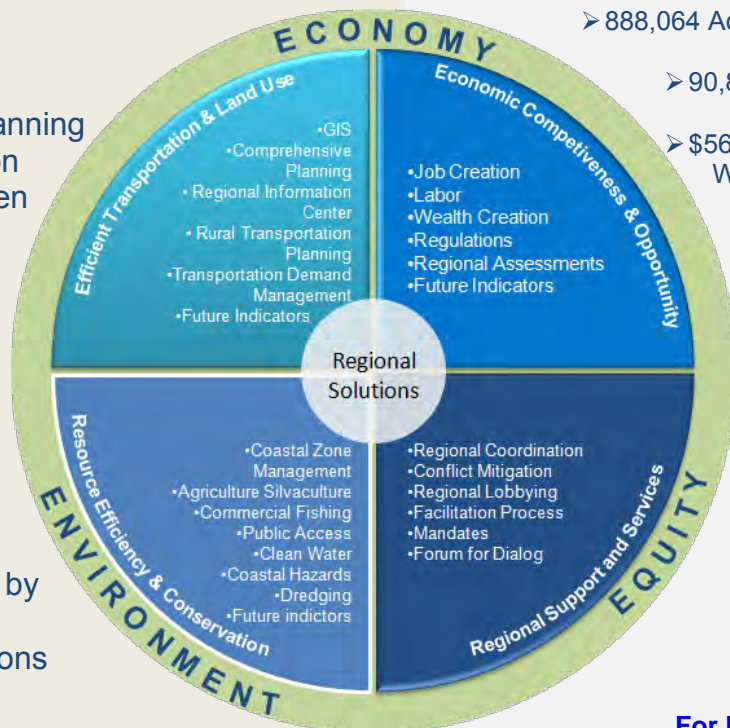
➤ \$567 Average Weekly Wage (State=\$952)

➤ 71% Out Commute Rate

By the Numbers

➤ 1.1% Total State Population

➤ \$50,001 Median Household Income



For More Information:

MPPDC
 P.O. Box 286
 Saluda Professional Center
 125 Bowden Street
 Saluda, Virginia 23149
 Phone: 804-758-2311
 Please visit the MPPDC website at:
www.mppdc.com

Regional Profile:

All data is from Census 2000 and Census 2010 unless otherwise stated

Population Trends				Median Household Income and Unemployment Rate ¹			
Locality	Total Population		Population Growth from 2000-2010	Median Income Estimates		Unemployment Rate Estimates	
	2000	2010		2006-2010	2007-2011	2006-2010	2007-2011
Essex	9,989	11,151	12%	\$46,235	\$44,581	9.0%	8.2%
Gloucester	34,780	36,858	6%	\$58,389	\$60,269	6.5%	5.9%
King & Queen	6,630	6,945	5%	\$44,442	\$48,170	8.6%	7.4%
King William	13,146	15,935	21%	\$64,964	\$64,982	7.3%	6.7%
Mathews	9,207	8,978	-2%	\$47,435	\$54,118	5.9%	6.0%
Middlesex	9,932	10,959	10%	\$50,207	\$53,615	7.4%	6.4%
Town of Tappahannock	2,138	2,375	11.1%	\$39,149	\$35,313	6.6%	7.6%
Town of Urbanna	543	476	-12.3%	\$44,813	\$45,682	1.5%	4.5%
Town of West Point	2,866	3,306	15.4%	\$51,979	\$52,768	7.4%	9.5%
Region Total	83,684	90,826	9%	\$49,735	\$51,055	7.6%	6.5%

Race in the Middle Peninsula												
Locality	White			Black			Asian			Other		
	2000	2010	Percent Change	2000	2010	Percent Change	2000	2010	Percent Change	2000	2010	Percent Change
Essex	5,790	6,370	10%	3,900	4,247	9%	81	86	6%	218	448	106%
Gloucester	30,148	32,149	7%	3,585	3,197	-11%	240	286	19%	807	1,226	52%
King and Queen	4,059	4,663	15%	2,365	1,975	-16%	18	17	-6%	188	290	54%
King William	9,703	12,297	27%	2,999	2,819	-6%	48	118	146%	396	701	77%
Mathews	8,038	7,898	-2%	1,036	823	-21%	17	31	82%	116	226	95%
Middlesex	7,797	8,680	11%	1,999	1,978	-1%	12	37	208%	124	264	113%
Regional Total	65,535	72,057	10%	15,884	15,039	-5%	416	575	38%	1,849	3,155	71%

FY15 Locality Budget Data							
Locality	Raise %	Compensation Notes	Real Property Increase	Real Property Rate	Personal Property Increase	Personal Property Rate	Other
Essex	2%		\$0.02	\$0.86	\$0.25	\$3.75	\$35/\$25 Vehicle tax
Gloucester	3%	Bonus for lower scale employees only	None	\$0.65	None	\$2.95	
King and Queen	0%		None	\$0.54	None	\$3.94	
King William	2%		\$0.03	\$0.82	None	\$9.65	
Mathews	2%		\$0.07	\$0.54	\$0.05	\$3.70	
Middlesex	2%	Step Inc. w/ evaluation; No COLA	\$0.05	\$0.53	None	\$3.50	

¹ Data from the Bureau of Labor Statistics Local Area Unemployment data & the American Community Survey 5-year Estimates

MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

Staff Activities Service Summary of Regional Progress

Locality	Core Services Administered by the MPPDC							
	Information Resources/ Assistance	Coastal Community Development/ Environmental	Transportation	Onsite Repair and Pumpout	Economic Development	Local Initiatives	Housing	Emergency Management
Region-wide	✓	✓	✓	✓	✓		✓	✓
Essex		✓						✓
Gloucester		✓	✓	✓	✓			✓
King & Queen		✓		✓				
King William		✓		✓	✓			
Mathews		✓	✓					✓
Middlesex		✓	✓	✓		✓		✓
Town of Tappahannock		✓	✓					
Town of West Point		✓			✓			
Town of Urbanna		✓						
Other		✓	✓					✓

Report on Mandated Initiatives

Locality	Water Supply Plan Update Support Staff: Lewie Lawrence Start Date: 7/2016 Completion Date: TBD		All-Hazards Mitigation Plan Update Support Staff: Jackie Rickards Start Date: 1/2014 Completion Date: 8/2016	
	Participating	Current Status	Participating	Current Status
Essex	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
Gloucester	NA	NA	✓	Adopted
King & Queen	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
King William	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
Mathews	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
Middlesex	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
Town of Tappahannock	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
Town of West Point	✓	Presented scope, budget, & service agreement to localities	✓	Adopted
Town of Urbanna	✓	Presented scope, budget, & service agreement to localities	✓	Adopted

Opportunities Identified to Implement Commission Priorities

Service Center	Project Title and Description	Funding Requested	Status
Environmental	NFWF TA Service Provider	n/a	Approved
Emergency Mgmt	VDEM – Homeland Security Amateur Radio Coordination Workshops	\$25,000	Funded
Emergency Mgmt	VDEM – Homeland Security Regional Emergency Planner	\$52,500	Funded
Emergency Mgmt	VDEM – Homeland Security Regional Shelter Partner List and MOUs	\$25,000	Funded
Emergency Mgmt	VDEM – Homeland Security THIRA for Mathews and Middlesex	\$21,500	Funded
Emergency Mgmt	VDEM – Homeland Security THIRA for King William, King and Queen and Essex	\$31,000	Funded
Emergency Mgmt	Dominion Foundation – Prescription & Drug Abuse – Habitat for Humanity Glouc/Mat	\$49,735	Not Funded
Environmental	DEQ – Septic Pumpout	\$28,600	Funded
Environmental	DEQ – NPS Septic Repair WQIF grants to homeowners	\$200,000	Funded
Environmental	CZM – ECO PAA Dragon Run	\$40,000	Funded
Environmental	CZM – Regulations	\$40,000	Not Funded
Environmental	CZM – Coastal Technical Assistance – FY17	\$30,000	Funded
Environmental	NFWF – PAA Living Shoreline Oyster Bag Sills & Monitoring (VIMS)	\$96,637	Funded
Economic Dev	NFWF – Economic Leverage of Blue & Green Assets in MP	\$33,000	Not Funded
Economic Dev	NFWF – Aquaculture Business Park and Oyster Hatchery	\$538,536	Not Funded
Environmental	DEQ – Capitalization – MP Living Shoreline Revolving Loan Program	\$250,000	Approved
Emergency Mgmt	VDEM – Homeland Security Regional Emergency Planner	\$95,000	Funded
Emergency Mgmt	VDEM – Homeland Security Satellite Radios	\$58,000	Funded
Emergency Mgmt	VDEM – Homeland Security EOP Gap Analysis	\$85,000	Funded
Economic Dev	VDHCD – BCC Grant – MPREDO Advisory Board and Staffing	\$78,000	Funded
Economic Dev	EDA – VASG Care4CoastalVA	\$999,000(\$19,340)	Not Funded
Economic Dev/Environ	NFWF – Harnessing the Intrinsic Value of Coastal VA Green Infrastructure	\$33,000	Not Funded
Environmental	DEQ – Septic Pumpout	\$17,000	Approved
Environmental	NAWCA Acquisitions	\$75,000	Submitted
Economic Dev/Environ	CZM Project of Special Merit – Coastal Resiliency & Adaptation	\$165,000	Pulled by DEQ
Environmental	CZM Legal Research	\$7,000	Submitted
Economic Dev	VATI-FTS – Dark Fiber	\$914,760	Submitted
Economic Dev	DHCD – CDBG Planning Grant – Broadband	\$11,000	Approved
Environmental	CZM FY18 Coastal TA	\$30,000	Submitted
MPCBPAA	VEE – Land Acquisition Assistance	\$12,000	Funded
MPCBPAA	Chesapeake Bay Restoration Fund – Education & Marketing for Land Donations	\$1,500	Funded

MPPDC ACRONYMS

ACH	Automated Clearing House	MPRSC	Middle Peninsula Regional Security Center
AFG	Assistance to Firefighters Grants	NHD	Natural Heritage Data
AFID	Agricultural and Forestry Industries Development	NIMS	National Incident Management System
AHMP	All Hazards Mitigation Plan	NFWF	National Fish and Wildlife Foundation
BCC	Building Collaborative Communities Project	NOAA	National Oceanic and Atmospheric Administration
BOS	Board of Supervisors	NPS	National Park Services
CBPA	Chesapeake Bay Preservation Area	OCVA	Oyster Company of Virginia
CBSF	Chesapeake Bay Stewardship Fund	OLGA	On-line Grant Administration
CDBG	Community Development Block Grant	PAA	Public Access Authority
CEDS	Comprehensive Economic Development Strategy	RBEG	Rural Business Enterprise Grant
CIP	Capital Improvement Plan	RBOG	Rural Business Opportunity Grant
COI	Conflict of Interest	RFP	Request for Proposal
CRS	Credit Rating System	RLF	Revolving Loan Fund
CVE	Countering Violent Extremism	RTP	Rural Transportation Planning
CZMP	Coastal Zone Management Program	SERCAP	Southeast Rural Community Assistance Project
DEQ	Department of Environmental Quality	SHSG	State Homeland Security Grant
DGIF	Department of Game and Inland Fisheries	SWCD	Soil and Water Conservation District
DHR	Department of Historic Resources	SWRP	State Water Resource Plan
DHCD	Department of Housing and Community Development	THIRA	Threat & Hazard Identification & Risk Assessment
DMME	Department of Mines Minerals and Energy	TIF	Tax Increment Financing
DOC	Department of Corrections	TMDL	Total Maximum Daily Loads
DOE	Department of Energy	USDA	U.S. Department of Agriculture
DRPT	Department of Rail and Public Transportation	USFWS	U.S. Fish and Wildlife Service
EDA	Economic Development Administration	VAPA	Virginia Planning Association
EDO	Economic Development Organization	VAPDC	Virginia Association of Planning District Commissions
EECBG	Energy Efficiency and Conservation Block Grant	VASG	Virginia Sea Grant
EOC	Emergency Operation Center	VAZO	Virginia Association of Zoning Officials
EPA	Environmental Protection Agency	VCP	Virginia Coastal Program
FEMA	Federal Emergency Management Agency	VCZMP	Virginia Coastal Zone Management Program
Fracking	Hydraulic Fracturing	VCWRLF	Virginia Clean Water Revolving Loan Fund
GIS	Geographic Information System	VDEM	Virginia Department of Emergency Management
HAM	Amateur Radio	VDH	Virginia Department of Health
HRPDC	Hampton Roads Planning District Commission	VDOT	Virginia Department of Transportation
LGA	Local Government Administrators	VDMME	Virginia Department of Mines, Minerals, and Energy
LPT	Local Planning Team	VEE	Virginia Environmental Endowment
LSIP	Living Shoreline Incentive Program	Vertical Assets	"Towers or other structures that hold cell, broadband and other equipment"
MOU	Memorandum of Understanding	VHB	Vanasse Hangen Brustlin
MPBA	Middle Peninsula Broadband Authority	VIMS	Virginia Institute of Marine Science
MPCBPAA	Middle Peninsula Chesapeake Bay Public Access Authority	VMRC	Virginia Marine Resources Commission
MPEDRO	Middle Peninsula Economic Development and Resource Organization	VOAD	Volunteer Organization Active in Disasters

VOP	Virginia Outdoors Plan
VRA	Virginia Resources Authority
VSMP	Virginia Stormwater Management Program
VTA	Virginia Transit Association
VWP	Virginia Water Protection
VWWR	Virginia Water Withdrawal Reporting
WIP	Watershed Implementation Plan
WQIF	Water Quality Improvement Fund

Middle Peninsula Planning District Commission
Executive Director's Report of Regional Progress
February 14, 2017

MPPDC: Membership, Appointments, Committee Assignments, and Networks

Coastal Policy Team (CPT) - The CPT, whose members and alternates represent the Virginia Coastal Zone Management Program's key partners and eight planning district commissions, provides a forum for discussion and resolution of cross-cutting coastal resource management issues. Members serve on the team at the discretion of their agency or planning district commission director. The CPT recommends funding levels to the DEQ Director for coastal zone management projects. (MPPDC Staff 14 years +)

Congressman Robert Wittman's Fisheries Advisory Committee and Environmental Advisory Committee (MPPDC Staff 7 years +)

Virginia Sea Grant Program External Advisory Committee (EAC): The EAC provides stakeholder input on the strategic planning process, the research proposal review process, and on Commonwealth-wide trends and needs. The EAC is a diverse group of end-users including representatives from state agencies, the education community, coastal planning and management, the private sector, and NGOs. (MPPDC Staff 8 years+)

The Association for Commuter Transportation (ACT) (Telework Council Secretary): ACT is the premier association for professionals and organizations whose focus is the delivery of commuting options and solutions for an efficient transportation system. The Telework Council is concerned with promoting telework and providing telework information and technical assistance to employers (MPPDC Staff 9 years+)

Middle Peninsula Northern Neck Coordinated Human Services Mobility Committee: provides direction for a unified comprehensive strategy for transportation service delivery in the Middle Peninsula and Northern Neck Planning Districts focused on unmet transportation needs of seniors, people with disabilities, and people with low incomes. (MPPDC Staff 11 years)

The Coastal Society - The Coastal Society is an organization of private sector, academic, and government professionals and students. The Society is dedicated to actively addressing emerging coastal issues by fostering dialogue, forging partnerships, and promoting communications and education. (MPPDC staff serves as a Director)

Hurricane Evacuation Coordination Workgroup - The Hurricane Evacuation Coordination Workgroup is comprised of state and local emergency representatives tasked with finding solutions to fill in the gaps in the Commonwealth's and Locality's plans to respond to a Major Hurricane Evacuation.

Shelter Location Identification Subcommittee of the Hurricane Evacuation Coordination Workgroup -local and state experts tasked with identifying state and local shelter locations that can meet the needs of individuals with access and functional needs. A recent federal court ruling indicates that prior knowledge of shelter locations allows for more complete personal preparedness planning

Shelter Staffing Subcommittee of the Hurricane Evacuation Coordination Workgroup -local and state experts tasked with recommending solutions to alleviate staffing limitations in emergency shelters

Eastern Virginia Groundwater Management Advisory Committee (EVGMAC) Workgroup #2B – EVGMAC is charged with assisting the State Water Commission and DEQ in developing, revising and implementing a management strategy for groundwater in Eastern Virginia Groundwater Management Area. Group #2B will identify trading options and programs used in other states; evaluate how trading programs might help with future growth and development, and individual and regional solutions; and evaluate feasibility, data needs, cost and possible participants.

Stakeholder Advisory Group for fees related to the consolidated Virginia Erosion and Stormwater Management Program - Item 8 of Chapters 68 and 758 of the 2016 Acts of Assembly directed Virginia Stormwater Management Program Authorities and Virginia Erosion and Sediment Control Program Authorities to submit information to DEQ by August 1, 2016 and directed DEQ to conduct its evaluation based on revenues and resource needs from July 1, 2014, to June 30, 2016.

MPPDC Staff and Contact Information

Executive Director: Lewis Lawrence

Contact Info: llawrence@mppdc.com (804) 758-2311x24 (804) 832-6747 (cell)

Programs: *Coastal Zone Technical Assistance, Local Initiatives, Public Access Authority*

Finance Director: Beth Johnson

Contact Info: bjohnson@mppdc.com (804) 758-2311x22

Programs: *Commuter/ Employer Transportation Services, Septic Repair & Pumpout Assistance, Revolving Loan Programs Administration, PDC Finance & Grants Administration, PAA staff support, MPEDRO Staff support*

Planner 2: Harrison Bresee

Contact Info: hbresee@mppdc.com (804) 758-2311x26 (757) 871-2245 (cell)

Programs: *Regional Emergency Planning*

Planner 1 : Doug Diedrichsen

Contact Info: ddiedrichsen@mppdc.com (804) 758-2311x28

Programs: *Rural Transportation Planning, General community planning*

Planner 2: Jackie Rickards

Contact Info: jrickards@mppdc.com (215) 264-6451 (cell)

Programs: *Environmental Programs, Graphic Arts*

Secretary: Dawn Kirby

Contact Info: dkirby@mppdc.com (804) 758-2311x21

Programs: *Septic Pumpout Assistance, Facilities Scheduling*

Project 30502 Water Supply Planning

9 VAC 25-780 establishes a planning process and criteria that all local governments will use in the development of local or regional water plans. The plan will be reviewed by the Department of Environmental Quality and a determination will be made by the State Water Control Board on whether the plan complies with this regulation. Within five years of a compliance determination by the board, the plan will be reviewed to assess adequacy and any significant changes will require the submission of an amended plan and review by the board. All local programs will be reviewed, revised, and resubmitted to the Department of Environmental Quality every 10 years after the last approval. The jurisdictions of Essex, King and Queen, King William, Mathews, Middlesex, Tappahannock, Urbanna and West Point opted to prepare a regional plan with assistance from Middle Peninsula Planning District Commission staff and EEE Consulting, an environmental consulting firm. The Regional Plan was completed and submitted to the Virginia Department of Environmental Quality for compliance review by the November 2, 2011 deadline for Regional Plan submission.

- Updated the water supply scope of work, budget and service agreement for review.
- Drafted a resolution to the Middle Peninsula localities to contract with the Middle Peninsula Planning District Commission to meet outstanding Water Supply Planning compliance requirements and at the estimated costs.
- Reviewed proposed Water Supply Plan budget.
- Reviewed and discussed with Middle Peninsula local government administrators a new draft water supply service contract agreement directing MPPDC to handle the update on behalf of the Middle Peninsula localities.

INFORMATION RESOURCES/ASSISTANCE

- Updated www.mppdc.com website – meeting notices, reports, news releases, Title VI Plan, Living Shorelines.

COASTAL COMMUNITY DEVELOPMENT/ ENVIRONMENTAL

Funding – VDEQ, VIMS, VDCR, local match from MPPDC General Fund & partners

Project 32015 Staff Support to Middle Peninsula Chesapeake Bay Public Access Authority (MPCBPAA)

Middle Peninsula Chesapeake Bay Public Access Authority Special Project – Support of Executive Order 23, Goal 8 Coastal Management Coordination Public Access: Continue implementation of adopted annual work program, including identifying land, either owned by the Commonwealth or private holdings that can be secured for use by the general public as a public access site; researching and determining ownership of all identified sites; determining appropriate public use levels of identified access sites; developing appropriate mechanism for transferring title of Commonwealth or private holdings to the Authority; developing appropriate acquisition and site management plan. This Program allows the Authority to function by supporting the individual projects and operations of the Authority, as well as, by responding to daily requests for assistance from local government staff.

- Prepared vouchers, processed A/P, reconciled bank statements. Prepared monthly financial statements.

32016 VIMS Living Shoreline

MPPDC submitted a proposal to the National Fish and Wildlife Foundation for VIMS. The objective of this project is to leverage previous funding from NFWF to install oyster bag sills at two publicly-owned (MPCBPAA) properties on and monitor them for a year. In addition, existing oyster bag sill installations at four private locations will be monitored to determine overall project effectiveness. This work will provide recommendations for installations along fetch-limited shorelines of Chesapeake Bay.

- Consulted with Walter Gills, Program Manager, Department of Environmental Quality Clean Water Financing & Assistance Program and Shawn Crumlish, Director of Financial Services, Virginia Resources Authority regarding next steps for securing approved living shoreline Revolving Loan funding. Discussed Commission action to be taken at February Commission meeting, need to secure applications from homeowners to close loan with VRA, hesitation to start promoting program without commitment regarding timing of funds availability. VRA to have commitment letter and draft financing agreement in time to present at the February Commission meeting, MPPDC will inform Dan Siegel, Sands Anderson of funding and begin to promote the program in anticipation of having funds available to the public by mid-March.
- Consulted with Camille Dean, Paralegal, Sands Anderson regarding upcoming Living Shorelines funding.
- Discussed MPPDC Living Shoreline program with Bill Nachman, *Gloucester-Mathews Gazette-Journal*. Article ran in February 1 issue. Homeowners began contacting staff on February 2. 7 applications were sent to interested homeowners – 2 in Gloucester, 1 in Middlesex, 4 in Mathews.
- Posted a link to the living shoreline financing program and application on the MPPDC website http://www.mppdc.com/articles/service_centers/EnvironmentalCommunity%20Development/Application.pdf. Included link to demonstration project at Captain Sinclairs Landing, Gloucester and map/directions to site.
- Verified appropriate VMRC staff and contact information to whom to direct homeowners interested in more information on living shorelines, the permitting process and suitability of their particular property for living shoreline.
- Consulted with Karen Duhring, Center for Coastal Resources Management, Virginia Institute of Marine Science regarding potential article on MP Living Shoreline program in CCRM e-newsletter.

32137 – Mathews Ditch Map Database

Building on the NFWF Ditching project in Mathews County, MPPDC staff in contract with Draper Aden Associations will continue reducing the information gap between stakeholders and those tasked with repairing the drainage system. First, maps will be created to identify ditch locations in the target areas using associated parcel information using Mathews County tax parcel maps overlapped with aerial imagery to provide information on ditch and channel locations. Additionally Virginia Coastal Policy Clinic will conduct research, compile deeds and easement documents that identify ditch ownership responsibility, easement rights and other interests in the roadside and outfall ditches. Finally a database will be designed for the organization and illustration of legal records for property owners of failing ditches.

Project 32138 Virginia Coastal TA FY17

This project provides ongoing support to member localities of the Planning District Commission and other stakeholders committed to improving community development and coastal management within the coastal zone.

- Consulted with Delegate Keith Hodges concerning various issues related to pending legislation. Questions centered on stormwater, rural economic development, and the Pamunkey Tribe.
- Attended the Coastal Policy Team meeting held in Richmond at the Virginia Department of Environmental Quality. Discussed the next focal area for funding priorities within the Coastal zone.
- Consulted with Delegate Keith Hodges concerning House bill 1774 and questions related to fiscal impact. Discussed issue with Elizabeth Andrews Director for the Virginia Coastal Policy Law Center (VCPC). Because of perceived DEQ fiscal impact, the bill shifted study responsibility for the stormwater initiative to the Recurrent Flooding Commission with the VCPC being the responsible entity for facilitating the workgroup.
- Convened the February meeting of the Middle Peninsula local government administrators. Discussed various local and regional issues of concern.
- Consulted with Derek Green, Gloucester County Assessor concerning multiple parcels owned by the Nature Conservancy, described as the Guinea Marsh islands. Approximately 200 acres have been removed from the partial inventory within Gloucester. Mr. Green will contact the Commissioner of Revenue to determine appropriate corrective measures. This information is needed for a proposal being submitted for an Upper York River/ Mobjack eco-business water trail. The Town of West Point and King William County are serving as project leader.
- Consulted with Jessica Walton, master's degree candidate from Clemson interested in providing professional assistance for an AFID grant proposal within the Middle Peninsula. Miss Walton is a Middle Peninsula resident and is taking a grant writing course at Clemson.
- Consulted with Steve Hollberg, Urbanna Town Mayor concerning updating of the Town's Comprehensive Plan and various compliance issues related to the Bay Act and VDOT requirements. Discussed approaches and possible cost structure
- Convened a meeting of the Coastal Society Executive Committee. Agenda items for discussion included year end financials review; proposed budget; strategic plan discussion and future relationship of the Restore America Estuary and TCS partnership
- Discussed DHCD planning grant for the Pamunkey Tribe with Jeff Sadler, DHC.
- Received a call from Chris Jones, Congressman Rob Whitman's office. Discussed tidal and nontidal wetlands issues in relation to conservation easements.
- Met with Richard Moncure, Chair for the Essex County Parks and Recreation Committee and Fred Birchett, staff for the Essex County Parks and Recreation Department as well as several citizens interested in funding programs for the acquisition, preservation and development of the June Parker Marina area located in Tappahannock.

32139 Eco-Business Framework

The PAA in partnership with MPPDC staff will explore new approaches to allow privately owned eco-business ventures to operate on publicly owned land to encourage new and innovative environmentally sensitive business that that showcases and preserves PAA land.

- Drafted a corporate sponsorship application for the PAA to include in the Eco-Tourism Program.

- Reached out to Steve Hollberg to try to understand the tax benefits that corporations and individuals may receive by sponsoring or donating to the PAA.
- Consulted with Attorney General’s Office for the Commonwealth of Virginia concerning revenue taxation questions and private business operational on land owned by the Middle Peninsula Chesapeake Bay Public Access Authority.
- Assembled a draft construction bid packet for multiple nature viewing stations to be located on the Clay Tract in King and Queen County.

32210 Working Waterfronts (Task 93.03)

During this project MPPDC staff will explore the creation of either a state sponsored uninsured “motorist” program for workboats or a self-funded insurance program. Additionally, MPPDC staff will focus on reviewing and refining legislative solutions that may benefit working waterfronts. In part, MPPDC staff will coordinate with Legislative Services and the General Assembly. Finally, MPPDC staff will contract with HRPDC to expand the working waterfront inventory to include public landings currently utilized by watermen and working waterfront locations in Richmond Regional, George Washington, and Crater PDCs.

- Corresponded with a variety of marinas throughout the region to understand insurance requirements for commercial work boats. Based on preliminary responses, some marinas do not allow commercial work boats, while other marinas require different insurance minimums.
- Corresponded with two insurance companies regarding commercial workboat insurance. Based on the information discussed, there are a variety of factors that influence commercial workboat insurance including age of the boat, use, the equipment on the boat, serial number on the engine, length and width, etc. This information will assist in understanding boat insurance needs in the Middle Peninsula.
- Contacted localities, the Virginia Department of Game and Inland Fisheries, as well as Virginia Department of Transportation about current ordinances and/or policies they have regarding use of their public access infrastructures by commercial watermen.
- Participated in a conference call with Ben McFarlane, Hampton Roads Planning District Commission, Curt Smith, Accomack North Hampton Planning District Commission and Beth Pollock Virginia Coastal Zone Management Program concerning various working waterfront grant administration issues and opportunities for future funding. Accomack Northampton PDC will take the lead on submitting a project proposal.

TRANSPORTATION

Funding – VDRPT, VDOT, local match from MPPDC General Fund

Project 30212 Transportation Demand Management (TDM) Services

This program assists local commuters and employers with transportation issues. The main emphasis is on lowering the number of single occupancy vehicle commutes within and from the Middle Peninsula region through marketing and promotion of the program through local media and provision of ride matching services to commuters.

- Updated website – www.midpenrideshare.org

- Researched banner ads for Facebook pages to market the TDM program. How does one purchase banner ad space on local Facebook pages for open group sites? What are the popular Facebook pages in the local area, e.g., schools, shops, restaurants?
- Submitted proposal for FY18 TDM program funding to DRPT.
- Received online application from Newport News resident commuting to Williamsburg. Referred to TRAFFIX for assistance.
- Received a phone call from Middlesex resident looking for transit information. Referred to Bay Transit.
- Participated in web meeting on TDM Performance Measures with DRPT.
- Attended TDM Performance Measures meeting at DRPT in Richmond on February 17. DRPT is looking at the best way to capture the impact of the TDM program funding on the transportation system.
- Current commuter database - 145

Project 30314 Rural Transportation Planning

This program provides rural transportation planning services through the Rural Transportation Planning Work Program which outlines specific tasks and goals to guide the rural planning of transportation services.

- Began edits on Mathews County Comprehensive Plan update focusing on edits requested by VDOT in the transportation section. County contact Thomas Jenkins.
- Attended the FHWA, VDOT State Safety Target Setting Coordination & Training Workshop in Richmond. Training covered the standard method for setting safety targets in long range transportation planning documents.
- Planning and preparation for January 25th Local Planners Meeting with the following agenda items: Updating on 2016-2021 Strategic Highway Safety Plan looking at proposed emphasis areas, State safety goals, Process for creating performance measures. Update on transportation bills currently being considered by General Assembly (examples of current bills tracked/killed): HB1346 Commonwealth Transportation Board; increase regional membership (Dead), SB365 Prioritization of statewide transportation projects; exemptions (Dead), SB669 Highway Maintenance payments: bicycle lanes (Dead), HB1929 Public-Private Transportation Act; comprehensive agreement (Passed Committee)
- Compiled a list of bills to track and update the local planners on for this legislative session.
- Attended Hampton Roads TPO Pedestrian and Bicycle Advisory Committee Meeting to make contacts in the TPO and MPO to assist in creating a bike infrastructure for Gloucester County both in rural RTP and MPO areas of the county.
- Attended VDOT 2017 Annual Planning and Programming Meeting in Richmond: Training and group sessions designed to inform local and regional transportation planners on the goals of the Commonwealth.
- Continued research on Middlesex County Public Access Vision Plan by compiling data collected during site specific neighborhood forums and public meetings.

- Presented draft of the MPPDC Title VI Plan to Commission for consideration at the January Commission meeting. Commission adopted the Plan. The plan was sent to Faith Alejandro, Sands Anderson, for transmission to appropriate VDOT Title VI Program staff.
- Posted link to the Title VI Plan, complaint forms and Title VI public notice on MPPDC website.
- Consulted with Jimmy Sydnor, Town of Tappahannock Town manager concerning a grant to replace sidewalks. Provided contact information for the Town of West Point which may have utilized the same program.
- Consulted with Michael Aukamp, CPA and Auditor for the Middle Peninsula Planning District Commission concerning a new Virginia Department of Transportation requirement to provide images of the back side of checks for reimbursement. Auditor advises there is no legal requirement to provide such, especially if the local bank does not provide such. Consulted with VDOT staff and upon review, VDOT will accept bank provided statements.

ONSITE REPAIR & PUMPOUT

Funding –VRA Loan Funds, local match from MPPDC General Fund, cost sharing

Project 30420/30428 On-Site Technical Guidance Assistance and Revolving Loan Program

The On-Site Technical Guidance Program aids the Middle Peninsula localities and residents in the technical understanding and implementation of approaches to address On-Site Disposal Systems and improve water quality by assisting local homeowners with repairing failing septic systems through low-interest loans and/or grants. In addition MPDC received funding under the Water Quality Improvement Fund (WQIF) to provide grants to low to moderate income Middle Peninsula and New Kent County homeowners to repair failing septic systems impacting water quality and health in the region. Grants can be paired with loans from the MPPDC Onsite Wastewater Revolving Loan Fund to provide matching funds as required. It is anticipated this funding will be used to provide assistance to 20-27 homeowners.

- Consulted with Walter Gills, Program Manager, Department of Environmental Quality Clean Water Financing & Assistance Program and Rick Hill, Environmental Specialist II Virginia Department of Environmental Quality regarding financing for septic projects permitted as voluntary upgrades per §32.1-164.1:3 for water quality purposes. DEQ has confirmed that both the loan funds and the grant funds can be used to finance these projects.
- Convened loan committee to review King and Queen project. Project approved for \$22,330 - \$6300 grant and up to \$16,030 loan. Approval letter sent to homeowner.
- Consulted with Jamie Miller, Millers Septic Service regarding current funding availability for septic repair in Gloucester.
- Consulted with Kathy Miller regarding funding for voluntary upgrades.
- Sent memo to local health departments, AOSE's and contractors regarding funding availability for voluntary upgrades.
- Consulted with V'Lent Lassiter, DEQ regarding septic pumpout proposal. DEQ has unofficially approved MPPDC's proposal and will be sending contract.

- Continued to receive inquiries from citizens regarding pumpout assistance. Currently there are 16 names on the waiting list for funding.
- Consulted with septic client regarding IRS 1098 form (mortgage interest). What it is, why they received it, why didn't they receive it last year?
- Consulted with homeowner regarding assistance available for home with septic tank but no drainfield. Consulted with Bill Sanford, King William Health Department.
- Consulted with Krystal Reiner, Church View Septic regarding available assistance for low income homeowner in Middlesex.
- Received phone call from Middlesex homeowner regarding septic repair program. Mailed application.
- Prepared presentation to Commission regarding potential program to provide small loans for minor repairs, major maintenance on septic systems unable to be funded by current loan/grant program. MPPDC has over \$40,000 in retained program income that could be used to capitalize this small RLF.
- Executed ACH loan payments for MPBDP loans. All MPPDC loan funding programs require that loan recipients authorize loan payments to be made automatically from loan recipients' bank accounts. Loan clients authorize the payments at loan closing (ACH Authorizations). MPPDC staff process these payments on the 15th of each month. This places the onus to not make a payment on the loan client contacting MPPDC staff prior to the loan processing date of the 12th of the month to request a payment be held. This has significantly reduced defaults and delinquent repayments of MPPDC loans.
- **Remaining uncommitted funding – \$155,677 in loan funds, \$166,940 in grant funds.**

ECONOMIC DEVELOPMENT

Funding – EDA, local match from MPPDC General Fund, BDP Loan Program Income

30108 Building Collaborative Communities EDO Implementation

With funding from DHCD, this project will allow for staffing of the Middle Peninsula Economic Development Resource Organization, training for the Advisory Board members on operating a regional economic development organization and managing regional projects, and creation of a long term sustainability plan for the organization.

- Consulted with Michelle Jones, DHCD regarding budget in CAMS system. MPPDC staff have been unable to enter reimbursement requests as DHCD staff have not approved the budget in the system. DHCD requested monthly reimbursements, but has not provided the needed CAMS maintenance to allow this to happen. MPPDC staff spends an inordinate amount of time attempting to comply.
- Finally received notice that budget was approved in CAMS system (2/9/17). Prepared and submitted reimbursement request for October 2016 – January 2017 expenses.
- Initiated annual update to the Comprehensive Economic Development Strategy documents as a requirement by the US Economic Development Administration. As part of that update process, staff will also seek designation as an Economic Development District.

Project 30109 MPEDRO Staff Support

The Middle Peninsula Economic Development Resource Organization is a 501(c)(3) corporation reorganized from the Tidewater RC&DC, Inc to secure resources and services to carry out a plan of action for the orderly development and full utilization of the area's human and natural resources to improve economic conditions and create a general awareness of the need for improvement of the environment by consideration of orderly development of resources for the area.

- Prepared vouchers, processed A/P, processed deposits and balanced bank account. Prepared monthly financial statements.

Project 30111 Blue/Green Infrastructure

- Drafted a scope of work for the Virginia Coastal Zone Management Program for the Competitive Grant which focused on developing an eco-tourism program (i.e. water trails and land trails) for the Town of West Point and King William County.
- Consulted with Larry Land, Virginia Association of Counties concerning various stormwater legislative issues. Assisted with a conference call initiated by VACO to discuss stormwater legislation.
- Provided updates on Delegate Keith Hodges Rural Coastal Virginia Community Enhancement Authority to member localities, NNPDC and ANHPDC Executive Directors.
- Met with Roger Bowers, Futurelaw concerning Strata Solar and Middle Peninsula solar projects. Futurelaw has agreed to talk to the Commission about solar in the region at a later date.

Project 301702 Small Business Revolving Loan Fund

MPPDC agreed to service Middle Peninsula Business Development Partnership's (MPBDP) Small Business Loan Portfolio after MPBDP's dissolution November 30, 2011. MPPDC established a revolving loan fund and staff initiate ACH loan payments from clients bank accounts and manages the accounts. Principal repaid will be held until the Commission determines the best use for these funds as allowed by the USDA (RBEG) original lending restrictions. Interest earned will be used to offset administration costs.

- Consulted with Sherry A. Spring, Director of Economic Development, Gloucester County regarding Small Business Revolving Loan Fund USDA requirements for relending. USDA has specific requirements based on the original scope of work agreed to at the time the funds were provided to MPPDC for revolving the loans. MPPDC has been unable to meet these requirements since the Business Development Partnership was dissolved as current MPPDC staff does not have the time or expertise to provide the required technical assistance to potential loan clients.
- Received phone call from client regarding loan default. Client was sent a letter by MPPDC legal counsel regarding loan default. Client promises to make monthly payments of \$100 until summer when loan will be paid off. MPPDC agreed to send monthly statements to client after payments are processed.
- Executed ACH loan payments for MPBDP loans. All MPPDC loan funding programs require that loan recipients authorize loan payments to be made automatically from loan recipients' bank accounts. Loan clients authorize the payments at loan closing (ACH Authorizations). MPPDC staff process these payments on the 15th of each month. This places the onus to not make a payment on the loan client contacting MPPDC staff prior to the loan processing date of the 12th of the month to request a payment be held. This has significantly reduced defaults and delinquent repayments of MPPDC loans.

LOCAL INITIATIVES

Funding - local dues, PDC base-funding from VDHCD and/or MPPDC General Fund. Funding for specific projects may come from locality requesting assistance.

Project 30021 Mathews County Comprehensive Plan Update

Middle Peninsula Planning District Commission will provide technical assistance to Mathews County in updating the Mathews County 2030 Comprehensive Plan and Mathews County Zoning Code. Every jurisdiction in Virginia is mandated by Virginia Code Section 15.2-2223 to create and adopt a Comprehensive Plan that outlines a vision for the future of the community with a twenty year planning horizon.

Project 380171 Local & Regional Technical Assistance

This program responds to daily requests for technical assistance which other commission programs are unable to provide.

- Provided Matt Walker, Middlesex County Administrator with latest MP Salary Survey report.
- Consulted with Janice Moore and David Rhodes, Friends of the Dragon with logistics for February 7 meeting in MPPDC Board Room.

HOUSING

Funding –Housing Loan Program Income

Project 300132 Energy Efficiency and Conservation Block Grant (EECBG) Revolving Loan Fund

Summary: Governor Timothy Kaine announced on October 6, 2009 that \$9.7 million in Energy Efficiency and Conservation Block Grants (EECBG) would be distributed on a competitive basis to small local governments. Virginia's 21 Planning District Commissions administered the program and assisted localities in the development of proposals which were ranked and awarded by the Department of Mines, Minerals and Energy (DMME). The program emphasizes a community-based approach to help meet energy and climate protection goals. MPPDC was awarded a contract to provide weatherization renovations to 12 homeowners ineligible for LMI weatherization programs in each of the 6 counties. MPPDC subcontracted the promotion and construction portions of this project to Bay Aging but was tasked with administering the overall project. MPPDC is administering the revolving loan program per DMME.

- Received phone call from client requesting a hold on February and March loan payments. Client intends to pay-off loan in April. Request was approved.
- 6 EECBG loans are still active, all are scheduled to be repaid in 2017. 1 has been written-off, but after receiving letter from MPPDC attorney, client has indicated intention to repay in full this spring.
- Executed ACH loan payments for MPBDP loans. All MPPDC loan funding programs require that loan recipients authorize loan payments to be made automatically from loan recipients' bank accounts. Loan clients authorize the payments at loan closing (ACH Authorizations). MPPDC staff process these payments on the 15th of each month. This places the onus to not make a payment on the loan client contacting MPPDC staff prior to the loan processing date of the 12th of the month to request a payment be held. This has significantly reduced defaults and delinquent repayments of MPPDC loans.

EMERGENCY SERVICES

Funding - Pending

Project 31203 Regional Emergency Management Planner 2016

Regional Emergency Planner position housed at the Middle Peninsula Planning District Commission (MPPDC) in Saluda. The Middle Peninsula crosses VDEM Region 1&5 boundaries. Position will support local Emergency Coordinators by assisting/coordinating homeland security & disaster response preparedness; Rt. 17 evacuation planning; & resource data collection.

- Participated in the quarterly Hurricane Evacuation Coordination Workgroup. Two discussions were on the agenda: 1) the James City County sheltering study completed in 2016 and 2) the Virginia Regional Tiered Evacuation Zone Development Project.
- Participated as an “Observer” in the Essex County Hostile Incident Tabletop exercise. The exercise scenario was that of an active shooter, designed to explore the response and coordination of a school shooting event in Essex County. Attending were representatives from VDEM, local public and private schools, local emergency responders and County staff.
- Traveled to the General Assembly in Richmond for the Virginia Emergency Management Association (VEMA) Legislative Day as a member of the Legislative Committee. Met with over 20 Delegates and Senators either in person or with staffers; shared information about the association, including membership and goals. The group also shared priorities and challenges along with future funding needs. Delegate Keith Hodges recognized VEMA in the House Gallery and thanked VEMA for its representation and service to the Commonwealth.
- Attended the three-day FEMA Public Assistance (PA) workshop which focused on Public Assistance. Topics presented included: PA eligibility, PA preliminary damage assessments, debris management, PA alternative procedures, 406 Hazard Mitigation, and PA Cost Estimating Format. Public assistance funds become available to a locality after a federally declared disaster, such as Hurricane Isabel, and are specifically designed for public infrastructure such as roads, schools, etc.
- Attended the Regional Tiered Evacuation Zone Development Project Kick-Off Meeting for the Middle Peninsula and Northern Neck localities. Localities include the counties of Gloucester, Mathews, Middlesex, Essex, Lancaster, Westmoreland, Northumberland, and Richmond. The meeting was held at the Gloucester County EOC and designed to allow localities to comment on drafting new Hurricane Evacuation Zones on a county by county basis. The project is being conducted by the Virginia Department of Emergency Management and is scheduled for completion prior to the 2017 Hurricane Season.
- Met with Mathew Carpentier at the Three Rivers Health District to discuss Amateur Radio, Shelter Coordination with the VDH, the Three Rivers ESF 8 Annex, and other updates from the Three Rivers Health District.

AGENCY ADMINISTRATION

Funding - Indirect cost reimbursements from all PDC projects

MPPDC Administration

Administrative services provided to MPPDC programs. Planned FY16 Indirect Cost rate =49.8%.

- Prepared vouchers, processed A/P, processed payroll, processed deposits and balanced bank accounts. Prepared MPPDC monthly financial statements.
- Discussed January Commission meeting with Bill Nachman, *Gloucester-Mathews Gazette-Journal*.
- Presented draft MPPDC Title VI Plan to Commission for consideration at January Commission meeting. Commission adopted the Plan.
- Posted a link to the Title VI Plan, complaint forms and Title VI public notice on MPPDC website.

CLOSED FY17 PROJECTS

32135 Coastal TA

32133 NFWF Living Shorelines PAA

32136 - Mathews SLR Adaptation

32014 Public Access Master Plan

31201 AHMP Update

32014 Middle Peninsula Public Access Master Plan

Project 32209 Virginia Working Waterfront Master Plan and 2nd Virginia Working Waterfront Summit

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THIS GENERAL SERVICE AGREEMENT (the "Agreement") dates this _____ day of _____, 2016

BETWEEN:

[Name of County/Town] of [Address]
(The "Client")

AND

Middle Peninsula Planning District Commission of 125 Bowden Street, Saluda, Virginia 23149
(The "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt of sufficiency of which consideration is hereby acknowledged. The Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Service Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Meeting Water Supply Planning requirements for compliance as set forth by the Virginia General Assembly and administered by the Virginia Department of Environmental Quality.
Title of Regulation: 9 VAC 25-780. Local and Regional Water Supply Planning (adding 9 VAC 25-780-10 through 9 VAC 25-780-190).
Statutory Authority: §§ 62.1-44.15 and 62.1-44.38:1 of the Code of Virginia.
Effective Date: January 1, 2017.
Agency Contact: Scott Kudlas, Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, telephone (804) 698-4456, FAX (804) 698-4347, or e-mail scott.kudlas@deq.virginia.gov.
 - Tasks to be completed (Appendix A).
 - Working with Virginia Department of Environmental Quality to appropriately meet requirements.
 - Developing a Water Supply Planning Committee for the region.
2. The contractor recommends the client consult with legal counsel concerning questions related to the requirements of §§ 62.1-44.15 and 62.1-44.38:1

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 20, 2018, when the Water Supply Plan Update

is due. The Term of this Agreement may be extended with the written consent of the Parties.

- 4. In the event that In the event that the Client breaches this Agreement, the Client shall remain liable to the Contractor for the costs of all services both rendered and agreed upon as set forth in paragraph 5 below. In the event that the Contractor breaches this Agreement, the Contractor will return to Client any and all unspent monies received from the Client as set forth in Paragraph 5 below. The Parties acknowledge that no other damages, fees or penalties shall be due one from the other as the result of any act or omission of either Party.

Performance

- 5. The Parties agree to fully cooperate and to do everything necessary to ensure that the terms of this Agreement take effect including the execution of additional documents should the need arise.

Compensation

- 6. For the services rendered by the Contractor as required by this Agreement, the Client will provide the following compensation as described below: For this contract, the “Compensation” to the Contractor will be provided from retained local funds held on the MPPDC books from the 2011 Water Supply Plan Project. For the purposes of this contract, as of January 31, 2017 the following revenue is available for updates and is described as:

Essex	\$6,058
King and Queen	\$6,058
King William	\$6,058
Mathews	\$6,058
Middlesex	\$6,058
Urbanna	\$2,019
Tappahannock	\$2,019
<u>West Point</u>	<u>\$2,019</u>
Totaling\$	\$36,347

The proposed DEQ work program will require additional local appropriations of \$1500 per county and \$500 per town.

- 7. The Contractor will invoice the Client for two equal payments, at the 50% and 100% completion stage.
- 8. Project updates will be provided in the Middle Peninsula Planning District Commission Monthly meeting packets.
- 9. In the event that a change order is requested, beyond the Services, Client will be charged on an hourly basis according to the approved Commission budget. (See section 15c). Please note, appearances at local meetings, answering of telephonic questions and private meetings will be deemed change orders in the discretion of the Executive Director provided he has disclosed such in writing in advance of incurring costs.

Reimbursement of Expenses

10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Ownership of Intellectual Property

11. All information gathered during this project will remain public; unless private individuals or companies (i.e. water suppliers, etc.) wish to have their personal information kept confidential (i.e. individual names, company names, addresses, phone numbers, email address, etc.).

Capacity

12. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does create a partnership or joint venture between them

Notice

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. [Name of County/Town]
[Address]
[Address]

- b. Middle Peninsula Planning District Commission
125 Bowden Street
Saluda, VA 23149

Or to such other address as any Party may from time to time notify the other.

Additional Clauses

14. **This agreement shall be reviewed and formal action taken via recorded vote on the attached Resolution by the [Name of County/Town] [Board of Supervisors/Town Council].**

Dispute Resolution

15. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

a. Once a final deliverable has been submitted and/or approved by the mandating entity, _____ the Contractor shall be deemed to have completed all Services required under this Agreement.

b. Once the Contractor has determined that the scope of work has been completed and/or the _____ has approved the product, any changes made by Client to the final product is "at its own risk". The Client assumes all responsibility for any modification, deviation, or change initiated outside of agreed to scope of work the Services.

c. The Contractor has no contractual responsibility to advocate for, coordinate, or administrate any local modifications beyond the Services.

- The client may request an addendum to the contract for specific changes. The Contractor may consider the request from the client and shall provide a response including a new cost estimate for consideration. The addendum shall be adopted by the [Name of County/Town] [Board of Supervisors/Town Council] via a formal recorded vote on a Resolution outlining such changes to the Services.

Modification of Agreement

16. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

17. Time is the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

18. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
Entire Agreement

Entire Agreement

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement

Governing Law

20. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

21. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

Waiver

22. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or the provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under land and seal on this _____ day of _____, 2016.

[Name of County/Town] (Client)

Per: _____ (SEAL)
Chairperson/ Agent

Middle Peninsula Planning District Commission (Contractor)

Per: _____ (SEAL)
Executive Director

Appendix A:

REQUIREMENTS FOR COMPLIANCE TO BE ADDRESSED BY THE FIVE-YEAR REVIEW

1. Complete items marked as “to be addressed in the next plan revision” as noted in the “Response Matrix for DEQ Comments,” submitted to DEQ with the regional plan in July 2011. To provide clarity the compliance requirements have been divided into four main actions in order to update the Water Supply Plan.
 - a. **REVIEW AND UPDATE NARRATIVE.** *Some of the requirements for compliance merely ask to clarify the narrative and tables within the 2011 Water Supply Plan. MPPDC staff will be able to complete this.*
 - b. **VERIFY/UPDATE VA HYDRO DATA OR INFORMATION.** *Va Hydro is a database that Virginia Department of Environmental Quality (DEQ) is currently developing. DEQ expects Va Hydro to be finished and tested by early next year at which point localities will have access to. DEQ has added data and information from the 2011 Water Supply Plan into Va Hydro and in some cases DEQ made assumptions for compliance requirements. Therefore, upon completion of Va Hydro, localities will be expected to use Va Hydro and verify or update the data/information within the database. Localities will also need to add missing information (ie. general comment C-2-b-vi-1 and C-2-c-1).*
 - c. **PLANNING EFFORT.** *Review and discuss drought response and contingency plans adopted during the 2011 Water Supply Plan. Are there proper triggers within local ordinances/plans?*
 - d. **ALTERNATIVES ASSESSMENT.** *An alternative assessment “shall determine the adequacy of existing waters sources to meet current and projected demand by preparing a clear statement of need...The statement of need shall contain, at a minimum, a determination of whether the existing source(s) is adequate to meet current and project demand.” A consultant will need to be hired to complete this.*

The next pages separate the specific compliance requirements from the 2011 Water Supply Plan to be addressed in the Water Supply Plan Update by the four actions listed above.

REVIEW AND UPDATE NARRATIVE

General Comments	DEQ Comment	Response	Party to Complete the Work
General 1	1. An abbreviations list should be included in the final iteration of this plan	Update as needed in future reviews of plan	MPPDC (1.5 hours)
General 2	2. This section should include some discussion statement(s) regarding the proposed expansion of the Ground Water Management Area. Additionally, the program submission work plan should specify these action items and also specify any listed below that are not addressed in this iteration of the plan (e.g. improved methods to obtain disaggregated use date, etc.)		MPPDC (2 hours)
General 3	3. Section 2.4.4, Pages 12-13: includes a good description of the ground water management area and the new ground water model. However, there is no mention of the proposed expansion to the ground water management area to the remaining counties in the coastal plain.		MPPDC (2 hours)
General 18	18. Section 4 Existing Water Source info pages 16 through 21.... the titles of each section should reflect the language in the regulation. There is a lot of bouncing around when they cover Self Supplied Users. The same thing happens in Section 5 Existing Water Use info pages 24 through end of section.		MPPDC (2 hours)
C-2-3	52. Provide a calendar year references for all data tables	Done and review again in future	MPPDC (.5 hours)
C-3-b-viii	84. Land use and land coverage including items such as percentage of impervious cover within a watershed and areas where new development may impact water quality of the source; Sect 7.2.8 (pp.44-45); figs 6 & 7; the narrative should summarize the land cover statistics, especially the percent impervious cover (bare ground) presented in Figure 7. Is Dragon run the only area where development may impact the quality of the water source? Are there other areas as well or is the inference that all new development impacts the ground water sources in the coastal plain region? Please specify accordingly.		MPPDC – add maps (2 hours)

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
C-3-b-vii-3	83. 3) page 43 of the text states that “Virginia has two programs that result in the establishment of riparian buffers...” There are other buffer programs in Virginia. The Va. Department of Conservation and Recreation also promotes the establishment of buffers through their Agricultural Best Management Practice Cost Share program which is implemented by Soil and Water Conservation Districts (SWCD) across the state. Buffer programs are mostly implemented on farms where livestock is being fenced out of streams or ponds. The districts that cover this region are the Three Rivers SWCD (804-443-2327) and the Tidewater SWCD (804-693-3562). IN addition, the USDA Natural Resources Conservation Service has riparian buffers establishment programs for agricultural producers through their cost share programs. USDA offices are typically located with the SWCDs.	Working on	MPPDC (3 hours)
C-3-b-viii	84. Land use and land coverage including items such as percentage of impervious cover within a watershed and areas where new development may impact water quality of the source; Sect 7.2.8 (pp.44-45); figs 6 & 7; the narrative should summarize the land cover statistics, especially the percent impervious cover (bare ground) presented in Figure 7. Is Dragon run the only area where development may impact the quality of the water source? Are there other areas as well or is the inference that all new development impacts the ground water sources in the coastal plain region? Please specify accordingly.		MPPDC – add maps (2 hours)
C-4-a-5	91. 5) Section 8.2.1.2, pg 8: the comment regarding the 15% growth rate in Essex County should be clarified to state that the rate is over the period of 1990-2000.	If not addressed, will be addressed during next Plan review/revision.	MPPDC (3 hours)
	6) Figures 2,3,& 5A – 5E should be referenced in the narrative as applicable.		MPPDC (.5 hours)
C-4-a-7	93. 7) This (Section 8.0) should include better cross-referencing to Section 11.0	If not addressed, will be addressed during next Plan review/revision.	MPPDC (3 hours)
	o 4 th paragraph references “table” in parenthesis; provide table number.		MPPDC (.5 hours)

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
C-6-b-iii	140. A description of potential resource issues or impacts identified in accordance with 9VAC 25-780-140G, known for each potential new source that any future water project will need to consider in its development. Not addressed in the narrative.	If information provided is all that is available at this time. This will be addressed more in the next plan revision.	Don't worry about until 2030
C-3-b	73. Include a description of existing environmental conditions that pertain to, or may affect, instream flow, instream uses, and sources that provide the current supply. The description of conditions shall include the following items, if they are applicable: Figure formatting issues – the applicable figures are no numbered & ordered in the list of figures in the same order that they are addressed in the narrative. The narrative should contain Figure # and title references to the applicable figures. The figures themselves should each contain the appropriate figure number (figures 6-11 do not contain figure numbers). Several narrative sections reference figs/maps “..in Appendix A”, however Appendix A contains “Locality information for Regional Water Supply Plan.” Please rectify these discrepancies.		MPPDC – have work sheet to fill out (4 hours)
C-3-b-v-1	78. Unusual geologic formations or special soil types; Sect 7.2.5 (p 41);	Added information about the main soil types found over majority of counties. Address in greater detail in a future update. Request definition of “special soil types” from DEQ.	MPPDC (3 Hours)
	1) narrative does not address the special soil types in the planning region.		MPPDC (2 hours)
C-4-a-5	90. 4) Section 8.2.1.2, pg 7-8: is the growth rate references for the King William County Master Utility Plan (3x that used in the WSP) for the county as a whole or just the Central Garage corridor? Please specify in the narrative.	If not addressed, will be addressed during next Plan review/revision.	MPPDC (3 hours)
	<ul style="list-style-type: none"> Water usage rates range from 40 gpcd to 300 gpcd- please provide some narrative context the better explains this variation (i.e. are there any signals in the disaggregated data that could explain the outliers?). 		Consultant?

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
	<p>o The 4th paragraph discusses three ‘per person usage rates’: Town folds are 150 gpcd; County folks on public water at 75.9gpcd, and domestic wells are 75 gpcd. And then there are references to the 2002 report that says 110.56 gpcd. The first rate for residential self-supplied it may be incorrectly presented as 75.0, shouldn’t it be 76 gpcd (USGS water use factor)? Is there a reference or basis for the 150 gpd/person rate used for Town systems? The narrative is a bit confusing here – please clarify these assumptions and the correlation to the 2002. MPPDC report.</p>		Consultant
C-4-a-9	<p>95. 9) Section 8.3, pg 10; Are all non-agricultural large, self-supplied sources in the region covered under a permit? If not, how were the upper limits of growth estimated?</p>	<p>If not addressed, will be addressed during next Plan review/revision.</p>	MPPDC (4 hours)
C-4-a-12	<p>98. 12) Page 17, second line, references 2006; shouldn’t this be 2007? Same page, second paragraph references “column two and three...” and further “column five”, yet there are no columns labeled in this manner. Clarify.</p>	<p>If not addressed, will be addressed during next Plan review/revision.</p>	MPPDC (2 hours)
C-4-a-13	<p>99. 13) Section 8.6, page 19 states that the estimates of available supplies include the development of up to 7.0 mgd of surface water. Does this figure include the development of KWR? If so, it should be updated.</p>	<p>If not addressed, will be addressed during next Plan review/revision.</p>	MPPDC – create an clarifying statement about the King William Reservoir. No need to revisit the figure.
	<p>1) To maintain presentation consistency with the other subsections in Section 8.0, this Section (8.3.4) should include a tabular summary of the estimated water demand for large, self-supplied agricultural users.</p>		Consultant
C-4-g-1	<p>110. Include a projection of the number of self-supplied users of less than 300,000 gallons per month of ground water and a projection of the amount of water used on an annual average basis outside the service areas of community water systems. Sect 8.3.2 (Phase II: pp 14-16) & Table 8-25 (phase II: p16) = residential demands for 2007 – 2040; Section 8.3.3 (Phase II: pp16-17) & tables 8-26 (Phase II: p17) = commercial demands for 2007-2040.</p>	<p>If not addressed, will be addressed during next Plan review/revision</p>	MPPDC (5 hours)

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
	1) Section 8.3.2, pg 14; the reasoning behind the last two sentences of the first paragraph is unclear. Please provide a better explanation.		MPPDC (2 hours)
C-5-c-2	121. 2. Section 10.1.2, pg 49, #3, sentence 4 reads "...is the least regulated of the surface water withdrawals, provided that the pond is developed off of any perennial flow waterways." The language used there is a bit confusing. The actual exemption language pulled from the Va. Water projection permit regulation is "Surface water withdrawals from a privately owned agriculture pond, ..., provided that such pond or facility is not placed in the bed of a perennial or intermittent stream or wetland. Surface water withdrawals from such facilities, constructed in beds of ephemeral streams are exclude from permit requirements." Therefore, it isn't just a perennial stream the calls for regulation, it is also an intermittent stream or wetland. The term "developed off" Should be revised to reflect the language in the actual regulation...for example, "not placed in the bed. Please revise accordingly.	This will be addressed in the next Plan revision.	MPPDC (2 hours)
C-6-b-ii-2	139. 2) Section 11.3.2, pg 68-69; the text mentions the option for rural jurisdictions to act as water sources for developing areas. Have any specific possibilities been identified?	If information provided is all that is available at this time. This will be addressed more in the next plan revision.	MPPDC (4 hours)

VERIFY/UPDATE VA HYDRO DATA OR INFORMATION

General Comments	DEQ Comment	Response	Party to Complete the Work
C-1-4	30. It would be helpful to include a summary listing all CWS (with system name, source – SW or GW, and DH permitted capacity) in the body of the Document	Will be addressed at next Review of Plan	MPPDC (2 hours) VA Hydro – verify/update
C-1-b-1	33. ~the annual and monthly permitted amounts contained in ground water withdrawal permits (for all wells located within groundwater management areas). App D; Town of West Point & Woodruff Subdivision; -there is a disconnect between the narrative on p.16, table 4 on p. 17 and App D. For example, based on the narrative and Table 4 the reader would assume that 11 systems are subject to GWMA permitting, however only 2 CWS’s show GWMA limitations in App D. Please rectify this discrepancy	This will be address in the next plan revision	MPPDC/Localities (4 hours) VA Hydro – verify/update
C-1-f-2	Also, it would be helpful to have a summary table included with the narrative which lists the self-supplied non-agr users and complements tables 5 & 6	This item will be addressed in the next Plan review	VA Hydro – verify/update (6 hours) <i>DEQ estimated the self supplied users Total Population – Population Served by Community water System = self supplied users</i>
C-1-j-1	48. For self-supplied user on individual wells withdrawing less than 300,000 gallons per month, include: 1) (Bullet 1) An estimate of the number of residences and not provided in Section 4.3.1 (pg 20)	Address at a future update	MPPDC/Localities (4 hours) VA Hydro – verify/update
C-1-j-2	49. 2) (Bullet 3) an estimate of the population served by individual wells. 41,560; Section 4.3.1 (p. 20) It would be helpful to include a table summarizing required information by county with regional totals	Address at a future update	MPPDC/Localities (6 hours) VA Hydro – verify/update

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
C-2-b-vi-1	59. An estimate of the water used on an average annual basis by self-supplied nonagricultural users of more than 300,000 gallons per month of surface and ground water within the service area of each community water supply. Smurfitt-Stone & West Point Veneer- 18.01 MGD (reported use) & 24.78 (permitted capacity) – Sect 5.2.1 (p27); per comment 1.f above the Smurfitt-Stone Facilities should be clearly identified as such in App E.	Will be addressed in future plan review/revision	MPPDC – missing data (4 hours)
C-2-b-vi-2	60. Provide a table that includes average annual water use for each Non Ag SSU	Will be addressed in future plan review/revision.	MPPDC (8 hours) VA Hydro – verify/update
C-2-c-1	67. Include an estimate of the water used on an average annual basis by self-supplied nonagricultural users of more than 300,000 gallons per month of source and ground water outside the service areas of community water systems. 0.07 MGD – Sect. 5.3 & Table 15 (p27); App E	This will be addressed in a future update of the Plan.	MPPDC/Localities - missing data (16 hours)
	Clearly state in the narrative the total number and name of the large non agr SSU's that are located outside the CWS service areas		MPPDC (3 hours) VA Hydro – verify/update
C-3-b-ix	85. The presence of impaired streams and the type of impairment; Sect 7.2.9 and App N address the presence of impaired stream & type of impairment in the context of the Chesapeake Bay & Small Coastal Basin. The narrative & appendix should address this criterion specifically in the context of the planning area. Please rectify this discrepancy.	This will be revised during a future update of the Plan.	MPPDC/Localities (8 hours) VA Hydro – verify/update

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
C-2-b-i-1	54. The population within the planning area served by each community water system. Not provided; Sect 5.1.1, Table 10 (p24) only shows CWS population & connections in aggregate by County. The county totals were probably derived from the individual data for each system therefore this information should be included in the Appendix and appropriately cross-referenced in the Sect 5.1.1 narrative		MPPDC/Localities (2 hours) VA Hydro – verify/update
C-4-a-2	88. 2) Section 8.2.1.2, Table 8-9, pg 7: Since the PDC is looking at the Towns of Tappahannock, Urbanna, and West Point somewhat separately from their county, then the population totals of these towns should be subtracted from the county totals. Additionally, it is unclear if the projections of demand and the ability to meet demand for the counties resented later in the WSP (e.g., Table 11-1), included data for these towns. This need to be clarified.	EEE revised numbers I table 8-9 and breaking out the Town data from County's will be addressed in future reviews/revisions.	MPPDC/Localities (6 hours) VA Hydro – verify/update
C-4-a-3	89. 3) Section 8.2.1.2, pg 7: VEC population estimates are mentioned as a point of comparison to validate the population estimates used in this analysis. However, no additional details are provided regarding the VEC estimates and why the PDC feels they validate the data used is appropriate.	If not addressed, will be addressed during next Plan review/revision.	MPPDC/Localities (6 hours) VA Hydro – verify/update
C-4-a-6	92. DEMAND PROJECTIONS: used the AWWA per capital method for demand projection (as noted in Sect 8.2 – phase II: p1) – this is a reasonable projection approach given the rural character of the planning area. Sect 8.3 (Phase II: pp 9-10) further outlines the projection methods, water use factors, & assumptions.	If not addressed, will be addressed during next Plan review/revision.	MPPDC/Localities VA Hydro – verify/update

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
	<p>○ The text mentions that the variation in usage rates is partially due to incomplete/incorrect data and that the data should be corrected in future efforts. Additionally, on page 9 the text mentions that three assumptions were used in the demand projections. Make sure Section 11.6 outlines specific actions to improve data & test assumptions by the next 5-year review period</p>		<p>MPPDC/Localities (6 hours)</p> <p>VA Hydro – verify/update</p>
C-4-a-10	<p>96. 10) Page 14, Section 8.3.2. states “... approximately 20 to 25 percent of the Planning Region residents are supplied by CWS (Section 4.3).” However, under Table 8-20, it says “approximately 13% of the population is served by community systems.” Rectify discrepancy.</p>	<p>If not addressed, will be addressed during next Plan review/revision.</p>	<p>MPPDC/Localities (4 hours)</p> <p>VA Hydro – verify/update</p>
C-4-a-11	<p>97. 11) Pg 16 narrative states that “assumed that commercial usage will grow at the same percentage rate of the population trend in the planning region” – please provide justification /references for this assumption</p>	<p>If not addressed, will be addressed during next Plan review/revision.</p>	<p>MPPDC/Localities (4 hours)</p> <p>VA Hydro – verify/update</p>
C-4-d-i	<p>102. i) An estimate of population within the locality served by each community water system;</p>	<p>This will be addressed in a future update of the Plan.</p>	<p>MPPDC/Localities (4 hours)</p> <p>VA Hydro – verify/update</p>
	<p>Tables 8-11 through 8-11 (Phase II: pp11-13) show aggregate community water system population for each locality. Table 8-19 (Phase II: p13) provides total CWS population within the planning area, estimated projected water demand, and demand as % of VDH permitted capacity comparisons. Population estimates for each CWS not provided, but are easy to derive from the existing CWS population information. Please rectify this data gap.</p>		<p>MPPDC/Localities (16 hours)</p> <p>VA Hydro – verify/update</p>

DRAFT AGREEMENT for WATER SUPPLY PLAN

General Comments	DEQ Comment	Response	Party to Complete the Work
C-4-d-v	106. Total projected water demand for all existing or proposed community water systems disaggregated into the categories mentioned in subdivision 4, above. No provided. Per the comment above, this can be calculated from the above individual CWS calculations & Should be compared to the per capita method estimated demand for CWS's as presented in Table 8-11 through 8-18 (Phase II: pp. 11-13). Please rectify this discrepancy	This will be addressed in a future update of the Plan	MPPDC/Localities VA Hydro – verify/update
C-4-f-1	108. Include a projection of the amount of water use on an annual average basis for each existing an any projected self-supplied agricultural user of more than 300,000 gallons per month of surface and ground water located outside the service areas of community water systems. Section 8.3.4 (Phase II: pg 16) demand of 2.23 MGD assumed constant for 2007-2040.	Table 8-28. If not addressed fully, will be addressed in next Plan review/revision.	MPPDC/Localities (16 hours) VA Hydro – verify/update

PLANNING EFFORT

General Comments	DEQ Comment	Response	Party to Complete the Work
C-5-c-4	123. 4. Section 10.3.1, p54, mentions using the DEQ's Drought Monitor website, but should there be any more localized monitoring? Or will this be part of the continuous planning/5-year update (Section 11.6) – if so, state as such in both sections.	This will be addressed in the next Plan revision.	MPPDC

ALTERNATIVES ASSESSMENT

General Comments	DEQ Comment	Response	Party to Complete the Work
C-6-b	136. If the determination is that the existing source(s) is inadequate to meet projected demands during the planning period, the program shall include an alternative analysis of potential sources that includes the following information: Sect 11.2 (phase II: pp 65-68); Sect 11	This will be addressed in the next Plan revision, if not fully addressed, along with 2010 census data.	Consultant
C-6-b-i	137. A description of potential water savings from water demand management actions including an estimated volume for each action. Sect 11.3.1 (Phase II: p 68) only refers reader to section 9.0, it does not specifically list water demand management alternatives or an estimated volume for each action.	If the estimated volumes for each action were not fully addressed they will be reviewed in the next revision of the Plan.	Consultant
C-6-b-ii-1	138. A description of potential sources for new supplies including an estimated volume from each source. 1) Sects 11.3.1 & 11.3.2 only vaguely mentions new water supply wells, water purchase, surface water withdrawal/reservoir development, & non-traditional alternatives (e.g. water reuse, desal, etc.). The narrative does not specify potential sources for new supplies nor does it provide an estimated volume for each source. At the least there should be some estimation of source volume for King William and West Point & explanation of which aquifer(s) will be targeted with these potential new well sources.	If information provided is all that is available at this time. This will be addressed more in the next plan revision.	Consultant
C-7-c	141. An alternatives analysis that identifies potential alternatives to address projected deficits in water supplies in accordance with the requirements of 9 VAC 25-780-130;	If information provided is all that is available at this time. This will be addressed more in the next plan revision.	Consultant

General Comments	DEQ Comment	Response	Party to Complete the Work
	<p>c.) Potential alternatives considered shall include water demand management alternatives, as well as more traditional means of increasing supply, such as wells, reservoirs, impoundments and stream intakes. Where appropriate, the program shall consider nontraditional means of increasing supplies, such as interconnection, desalination, recycling and reuse. The analysis of potential alternatives may include a combination of short-term and long-term alternatives. Sect 11.3.1 = short term alternatives; Sect 11.3.2 = long term alternatives. However, neither section clearly describes with any specificity how these alternatives will help king William and West Point meet their future deficits nor provides any justification as to why these are the preferred alternatives to meet these deficits (i.e. see the comments in 6.b above).</p>		<p>Consultant</p>

2. Include the annual and monthly permitted amounts contained in groundwater withdrawal permits for all the community water systems located within the Ground Water Management Areas. (Checklist Part II A.4.h)
3. Provide additional information for non-agricultural self-supplied users of >300,000 gallons per month of surface water including any limitations on withdrawals established by permits issued by the SWCB, VDH, or any other agency and the average and maximum daily withdrawal design capacities. (Checklist Part II A.8)
4. Provide peak day water use by month for CWS in the planning region. (Checklist Part II B.3., page 11).
5. Provide the missing water demand projection data for the CWS in the region including the estimated water demand in annual average and peak monthly basis for each existing or proposed CWS. (Checklist Part II D.5)
6. Evaluate the items currently missing from the alternative analysis, including a description of potential water savings through demand management, and a description of water demand management and conservation alternatives.

Middle Peninsula Planning District Commission Onsite Wastewater Septic Repair Assistance Program

History

- Ongoing 20-year effort to identify, target and repair failing septic systems.
Repaired/replaced 116 failed septic systems valued at ~\$1,071,009, ~\$580,000 loans
- The ability to blend loan and grant funding results in a greater percentage of completed septic repairs - ~\$529,000 grants/other funds to homeowners
- Project partners
 - Local health departments and septic contractors – referrals
 - Virginia Department of Health -guidance, NFWF grants (\$37,500)
 - Virginia Clean Water Revolving Loan Fund (DEQ / VRA)
 - 1997 - \$250,000 at 0% interest for 20 years (\$31,250)
 - 2010 - \$250,000 at 0% for 10 years w/ \$125,000 forgiven (\$75,000)
 - 2015 - \$200,000 at 0% interest for 10 years (\$12,385)
 - Virginia Department of Conservation and Recreation (DCR) -WQIF
 - Virginia Department of Environmental Quality (DEQ) -WQIF
 - National Fish and Wildlife Foundation (NFWF)
- Septic Repair Program Funds available
 - \$136,648 loans
 - \$160,640 grants
- Current status of loan portfolio
 - 41 active loans - 1 in default, 1 delinquent, 2 restructured
 - 9 write-offs (7.8%) = \$26,675 (4.6%)
 - 3 pending

Proposed New Service

- Ongoing need for assistance for minor repairs, major maintenance expenses for low income homeowners
 - \$10,000 fund to allow for small loans/grants to homeowners for projects not eligible for VCWRLF/WQIF funding, priority given to current clients/LMI homeowners
 - Eligibility and terms not inconsistent with current loan/grant program terms. Grants limited to amount of repaid grant funds available, if any. Loans limited to \$1,000/client.
- Program Assets/Liabilities
 - \$40,000 unspent program income (interest and fees, repaid grants - \$2760)
 - Loans receivable - \$175,245
 - Rev Loan Fund (Repaid principal) - \$22,182
 - Payables - \$118,635 (owed to VRA)
 - Debt service = \$25,000/year
 - Principal repayments to MPPDC = \$23,000/year

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Terence R. McAuliffe
Governor

Todd P. Haymore
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

William C. Shelton
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 23, 2017

MEMORANDUM

TO: Executive Directors, Virginia Planning District Commissions

FROM: Matthew Weaver, Associate Director

SUBJECT: 2017 Virginia CDBG Program Regional Priorities

By now each Planning District Commission has received notice of the availability of the 2017 CDBG Program Design. Following your review of the Program Design, we request that each Planning District Commission provide DHCD with the following two items by **Friday, March 24, 2017**:

A prioritized list of the CDBG Project Types and Activity Categories.

Using the *List of Project Types / Activity Categories and Ranking Worksheet* enclosed, rank the nine project types in one of three priority groups. Proposals for projects in the highest priority group will receive 50 points. Those with projects in the middle priority group will receive 30 points and proposals for projects in the lowest priority group will receive 15 points.

A list of CDBG proposals expected to originate in your District in 2017.

Develop a list of the Competitive Grant (Community Improvement Grant) proposals which may be submitted from the Planning District in 2017. Include the locality name, project name, and project type.

Thank you for your attention to this. These two items will assist us in our evaluation of 2017 project proposals. Should you have any questions, please call Tamarah Holmes, Ph.D, Associate Director, at (804) 371-7056.

**2017 Virginia Community Development Block Grant Program
Regional Priorities**

List of Project Types / Activity Categories and Ranking Worksheet

Project Types / Activity Categories

Please reference the 2017 CDBG Program Design for additional information on the Competitive Grant project types and activity categories. The following nine items must be ranked in one of the three priority groups below. **Please check no more than 3 per priority group:**

Ranking Worksheet

Planning District Commission: _____

Priority (1 is highest, 3 is lowest)

- | #1 | #2 | #3 | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Comprehensive Community Development |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Economic Development – Job Creation and Retention |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Economic Development – Site Redevelopment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Economic Development – Development Readiness |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Economic Development – Business District Revitalization |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Housing – Housing Rehabilitation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Housing – Housing Production Assistance |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Community Facility |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Community Service Facility |

Expected 2017 CDBG Proposals:



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
MIDDLE PENINSULA PLANNING DISTRICT COMMISSION
AUTHORIZING THE ACCEPTANCE OF A LOAN FROM THE VIRGINIA
WATER FACILITIES REVOLVING FUND AND PROVIDING FOR THE
FORM, DETAILS AND PAYMENT THEREOF**

Essex County

*Mr. John Clickener
Hon. Margaret H. Davis
Hon. John C. Magruder*

Town of Tappahannock

*Hon. Roy M. Gladding
Mr. James W. Sydnor*

Gloucester County

*Hon. Ashley C. Chriscoe
Dr. William G. Reay
Hon. Michael R. Winebarger*

King and Queen County

*Hon. Sherrin C. Alsop
Hon. R. F. Bailey
Mr. Thomas J. Swartzwelder
(Chairman)*

King William County

*Hon. David E. Hansen
Hon. Travis J. Moskalski
(Treasurer)
Mr. Eugene J. Rivara
Mr. Sanford Wanner*

Town of West Point

Hon. Paul T. Kelley

Mathews County

*Hon. O. J. Cole, Jr.
(Vice Chairman)
Mr. Thornton Hill
Hon. Jack White
Ms. Melinda Conner*

Middlesex County

*Mrs. Trudy V. Feigum
Hon. Wayne H. Jessie, Sr.
Hon. John D. Miller, Jr.*

Town of Urbanna

Hon. Steve Hollberg

Secretary/Director

Mr. Lewis L. Lawrence

WHEREAS, on December, 2015, the Board of Commissioners (**the “Board”**) of the Middle Peninsula Planning District Commission (**the “Commission”**) authorized the undertaking of a plan to extend low-interest loans (**“Project Funds”**) to qualifying individual citizens of the Commonwealth of Virginia owning property (**“Property Owners”**) to facilitate the establishment of living shorelines, as defined in Section 28.2-104.1 of the Code of Virginia (1950), as amended (**the “Code”**), to protect or improve water quality and prevent the pollution of state waters, together with related expenses (**as revised by the Board from time to time, the “Plan”**); and

WHEREAS, in January, 2017, the Board of the Commission authorized staff to continue to pursue funding and additional assistance for the Plan; and

WHEREAS, pursuant to a letter dated February 10, 2017, the Virginia Resources Authority (**the “Authority”**) advised the Commission that the State Water Control Board authorized a total funding package of up to \$250,000 in loan proceeds (**the “Loan”**) from the Virginia Water Facilities Revolving Fund (**the “Fund”**) as permitted under Section 62.1-229.5 of the Code; and

WHEREAS, the Loan will provide monies to be used to finance the Plan; and

WHEREAS, pursuant to §15.2-4205 of the Code, the Commission has the authority to, among other things, apply for and accept, disburse and administer loans and grants of money from any private or charitable source or the United States of America or the Commonwealth of Virginia, or any agency or instrumentality thereof; and

WHEREAS, in the judgment of the Board it is desirable to approve the acceptance of the Loan and authorize the transactions contemplated by and the execution and delivery of (i) the Financing Agreement, relating to the Loan, by and between the Authority and the Commission, in substantially the form attached hereto as Exhibit A (**the “Financing Agreement”**) and (ii) the Promissory Note in substantially the form attached hereto as Exhibit B (**the “Promissory Note,” together with the Financing Agreement, the “Closing Documents”**).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MIDDLE PENINSULA PLANNING DISTRICT COMMISSION:

1. The Commission is hereby authorized to accept the Loan and administer the proceeds therefrom from time to time advanced thereunder, pursuant to the terms of the Closing Documents in order to finance the providing of Project Funds to qualified Property Owners to facilitate the establishment of living shorelines to protect or improve water quality and prevent the pollution of state waters, in accordance with the Plan.
2. The Closing Documents shall be in substantially the forms presented to and filed with the minutes of the meeting of this Board at which this Resolution is being adopted. The forms of the Closing Documents and the terms, conditions and provisions thereof are hereby approved by this Board, and the Chairman or Vice-Chairman of the Commission, or the Executive Director, any of whom may act, are each hereby authorized and directed to execute and deliver to the Authority, the Financing Agreement and the Promissory Note in substantially such forms, with such changes and amendments as the officer executing the same shall approve upon the advice of counsel, such approval to be conclusively evidenced by his execution and delivery thereof.
3. The Loan and the Promissory Note evidencing the same, shall be a limited obligation of the Commission and the Loan and the Promissory Note shall be payable exclusively, along with any Prior Indebtedness and Existing Parity Indebtedness, if any, as defined in the Financing Agreement, from the pledge of (i) all fees, charges, loan repayments, interest, income and money properly allocable to the Plan in accordance with generally accepted accounting principles, (ii) interest on any money or securities related to the Plan held by or on behalf of the Commission, and (iii) any other money from other sources pledged by the Commission to the payment of the Promissory Note (**“Pledged Revenues”**) and pursuant to the terms of the Financing Agreement. The Loan and the Promissory Note shall also be secured by a Required Reserve, as defined and described in the Financing Agreement.
4. The Chairman, Vice-Chairman, Executive Director and all other appropriate officers and employees of the Commission are hereby authorized and directed to take all actions as shall be necessary to carry out the provisions of this Resolution.
5. All other actions of Commission officials in conformity with the purposes and intent of this Resolution and in furtherance of the acceptance of the Loan and the proceeds therefrom, as authorized herein, are ratified, approved and confirmed. Commission officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or appropriate in connection with the acceptance of the Loan pursuant to this Resolution and the Closing Documents and to do all acts and things necessary or convenient to carry out the terms and provisions of such documents.

6. All resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed. This Resolution shall constitute the “Borrower Resolution” as such term is defined in Section 1.1 of the Financing Agreement.
7. This Resolution shall take effect immediately upon its adoption.

Adopted this 22nd day of February, 2017

(Secretary)

Exhibit A
FINANCING AGREEMENT

dated as of ____ 1, 2017

BETWEEN

VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Water Facilities Revolving Fund

AND

MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

Virginia Resources Authority
Virginia Water Facilities Revolving Fund

Loan No. C-515617G-02

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- Exhibit A - Form of Promissory Note
- Exhibit B - Middle Peninsula Planning District Commission Living Shoreline Incentive Funding Program Design and Guidelines – December 2015
- Exhibit C - Opinion of Borrower’s Counsel
- Exhibit D - Existing Parity Indebtedness and Prior Indebtedness
- Exhibit E - Form of Requisition
- Exhibit F - Operating Data

FINANCING AGREEMENT

THIS FINANCING AGREEMENT is made as of this first day of _____, 2017, between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as Administrator of the **VIRGINIA WATER FACILITIES REVOLVING FUND**, and **MIDDLE PENINSULA PLANNING DISTRICT COMMISSION**, a public body corporate and politic of the Commonwealth of Virginia (the “Borrower”).

Pursuant to Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended (the “Act”), the General Assembly created a permanent and perpetual fund known as the “Virginia Water Facilities Revolving Fund” (the “Fund”). In conjunction with the State Water Control Board, the Authority administers and manages the Fund. From the Fund, the Authority from time to time makes loans to and acquires obligations of local governments in Virginia to finance the establishment of living shorelines to protect or improve water quality and prevent the pollution of state waters within the meaning of Section 62.1-229.5 of the Act.

The Borrower has requested a loan from the Fund (the “Loan”) and will evidence its obligation to repay such loan by the Promissory Note the Borrower will execute and deliver to the Authority, on behalf of the Fund. The Borrower will use the proceeds of the Loan to finance Project Costs of living shoreline projects (the “Projects”) qualifying as such under the Act as described in the Plan (as defined below).

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The capitalized terms contained in this Agreement and not defined above shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“**Additional Payments**” means the payments required by Section 6.2.

“**Agreement**” means this Financing Agreement between the Authority, as Administrator of the Fund, and the Borrower, together with any amendments or supplements hereto.

“**Authorized Representative**” means any member, official or employee of the Borrower authorized by resolution, ordinance or other official act of the governing body of the Borrower to perform the act or sign the document in question.

“**Board**” means the State Water Control Board.

“Borrower Resolution” means all resolutions adopted by the governing body of the Borrower approving the transactions contemplated by and authorizing the execution and delivery of this Agreement and the execution, issuance and delivery of the Promissory Note.

“Closing Date” means the date of the delivery of the Promissory Note to the Authority.

“Commitment Letter” shall mean the commitment letter from the Authority to the Borrower, dated February 10, 2017, and all extensions and amendments thereto.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Department” means the Department of Environmental Quality, created and acting under Chapter 11.1, Title 10.1, of the Code of Virginia, as amended.

“Event of Default” shall have the meaning set forth in Section 10.1.

“Existing Parity Indebtedness” means any of the Borrower’s bonds, notes or other evidences of indebtedness, as further described on Exhibit D, that on the date of the Promissory Note’s issuance and delivery were secured by a pledge of Revenues or Pledged Assets on a parity with the pledge securing the Promissory Note.

“Fiscal Year” means the period of twelve months established by the Borrower as its annual accounting period.

“Loan Proceeds” means the proceeds received by the Borrower from the Authority, as Administrator of the Fund, pursuant to the terms and conditions of this Agreement and the Promissory Note.

“Operation Expense” means the costs of operating the Plan determined pursuant to generally accepted accounting principles.

“Plan” means the Middle Peninsula Planning District Commission Living Shoreline Incentive Funding Program Design and Guidelines – December 2015, a copy of which Plan is attached hereto as Exhibit B.

“Prior Indebtedness” means any of Borrower’s bonds, notes or other evidences of indebtedness, as further described in Exhibit D, that on the date of the Promissory Note’s execution and delivery were secured by Revenues or Pledged Assets all or any portion of which was superior to the pledge securing the Promissory Note.

“Project Costs” means the costs of the construction, acquisition or equipping of Projects, as further described in the Plan, and such other costs as may be approved in writing by the Authority, provided such costs are permitted by the Act.

“Project Loan” means a loan and/or grant made by the Borrower to a Property Owner under the Plan.

“Promissory Note” means the promissory note in substantially the form attached to this Agreement as Exhibit A executed and delivered by the Borrower to the Authority, as Administrator of the Fund, pursuant to the terms of this Agreement.

“Property Owner” means an individual citizen of the Commonwealth of Virginia owning property on which is located a living shoreline to protect or improve water quality and prevent the pollution of state waters, which establishment is to be financed under the Plan.

“Required Reserve” means the amount of the required reserve described in Section 6.1.

“Reserve Fund” means the reserve fund established in Section 6.1.

“Revenues” means (i) all fees, charges, loan repayments, interest, income and money properly allocable to the Plan in accordance with generally accepted accounting principles, (ii) interest on any money or securities related to the Plan held by or on behalf of the Borrower, and (iii) any other money from other sources pledged by the Borrower to the payment of the Promissory Note.

Section 1.2. Rules of Construction. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

- (a) Singular words shall connote the plural number as well as the singular and vice versa.
- (b) All references in this Agreement to particular Sections or Exhibits are references to Sections or Exhibits of this Agreement unless otherwise indicated.
- (c) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Borrower. The Borrower makes the following representations as the basis for its undertakings under this Agreement:

- (a) The Borrower is a duly created and validly existing “local government” (as defined in Section 62.1-224 of the Act) of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Borrower has full right, power and authority to (i) adopt the Borrower Resolution and execute and deliver this Agreement and the other documents related thereto, (ii) execute and delivery the Promissory Note to the Authority, as Administrator of the Fund, (iii) conduct the Plan, (iv) finance the Project Costs by borrowing money for such purpose pursuant to the Loan and this Agreement, and (v) carry out and consummate all of the transactions contemplated by the Borrower Resolution and this Agreement.

(c) This Agreement and the Promissory Note were duly authorized by the Borrower Resolution and are in substantially the same form as presented to the governing body of the Borrower at its meeting at which the Borrower Resolution was adopted.

(d) All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date of the delivery of this Agreement have been obtained for (i) the Borrower's adoption of the Borrower Resolution, (ii) the execution and delivery by the Borrower of this Agreement and the Promissory Note, (iii) the performance and enforcement of the obligations of the Borrower thereunder, and (iv) the acquisition, construction, equipping, occupation, operation, use and/or undertaking of the Plan. The Borrower knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals not obtained as of the date hereof cannot be obtained as needed.

(e) This Agreement and the Promissory Note have been executed and delivered by duly authorized officials of the Borrower and constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(f) When executed and delivered in accordance with the Borrower Resolution and this Agreement, the Promissory Note will have been executed and delivered by duly authorized officials of the Borrower and will constitute a legal, valid and binding limited obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(g) The issuance of the Promissory Note and the execution and delivery of this Agreement and the performance by the Borrower of its obligations thereunder are within the powers of the Borrower and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of the Borrower's knowledge, any Federal, or Virginia constitutional or statutory provision, including the Borrower's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Borrower is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Borrower (i) to the best of the Borrower's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement or the Promissory Note and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement or the Promissory Note. The execution and delivery by the Borrower of this Agreement or the Promissory Note and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) There are not pending nor, to the best of the Borrower's knowledge, threatened against the Borrower, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Borrower Resolution, this Agreement or the Promissory Note or the issuance or delivery of the Promissory Note, (iii) in any way contesting or affecting the validity or enforceability of the Borrower Resolution, this Agreement, the Promissory Note or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Borrower or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Borrower Resolution, this Agreement or the Promissory Note, (v) in any way affecting or contesting the undertaking of the Plan, or (vi) contesting or challenging the power of the Borrower to pledge the Revenues to the payment of the Promissory Note.

(k) No material adverse change has occurred in the financial condition of the Borrower as indicated in the financial statements, applications and other information furnished to the Authority.

(l) Except as set forth on Exhibit D, there is no indebtedness of the Borrower secured by a pledge of Revenues prior to or on a parity with the pledge of Revenues securing the Promissory Note.

(m) No Event of Default or Default has occurred and is continuing.

ARTICLE III

LOAN; DELIVERY OF PROMISSORY NOTE

Section 3.1. Loan to Borrower and Delivery of the Promissory Note. The Borrower agrees to borrow from the Authority and the Authority, as Administrator of the Fund, agrees to lend to the Borrower, from the Fund, the principal amount equal to the sum of the principal disbursements made pursuant to Section 4.1, but not to exceed \$_____ for the purposes herein set forth. The Borrower's obligation shall be evidenced by the Promissory Note, which shall be in substantially the

form of Exhibit A attached hereto and made a part hereof and delivered to the Authority on the Closing Date. The Promissory Note shall be in the original principal amount of the Loan and shall mature and be payable as hereinafter provided.

Section 3.2. Conditions Precedent to Loan. The Authority shall not be required to make the Loan to Borrower unless the Authority shall have received the following, all in form and substance satisfactory to the Authority:

- (a) The Promissory Note.
- (b) A certified copy of the Borrower Resolution.
- (c) A certificate of appropriate officials of the Borrower as to the matters set forth in Section 2.1 and such other matters as the Authority may reasonably require.
- (d) A closing certificate from the Department certifying that the Plan is in compliance with all federal and state laws and project requirements applicable to the Fund and evidencing the Board's concurrence in the closing of the loan with the Borrower.
- (e) An opinion of counsel to the Borrower in substantially the form of Exhibit C attached hereto.
- (f) Evidence satisfactory to the Authority that the Borrower has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.
- (g) Deposit into the Reserve Fund the Required Reserve from the Borrower's available funds.
- (h) Such other documentation, certificates and opinions as the Authority, the Department or the Board may reasonably require.

ARTICLE IV

USE OF LOAN PROCEEDS

Section 4.1. Application of Proceeds. The Borrower agrees to apply the proceeds solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of costs of the Plan, including the financing of Project Costs by making Project Loans. The Authority shall disburse money from the Fund to or for the account of the Borrower upon receipt by the Authority (with a copy to be furnished to the Department) of a requisition signed by an Authorized Representative and containing all information called for by, and otherwise being in the form of, Exhibit E to this Agreement.

Upon receipt of each such requisition and accompanying certificate or certificates and approval thereof by the Department, the Authority shall disburse Loan Proceeds hereunder to or for the account of the Borrower in accordance with such requisition in an amount and to the extent approved by the Department and shall note the date and amount of each such disbursement on a schedule of principal disbursements to be included on the Promissory Note. The Authority shall have no obligation to disburse any such Loan Proceeds if the Borrower is in default hereunder nor shall the Department have any obligation to approve any requisition if the Borrower is not in compliance with the terms of this Agreement.

The Authority shall have no obligation to disburse Loan Proceeds in excess of the amount necessary to pay for approved Project Costs. If principal disbursements up to the maximum authorized amount of the Promissory Note are not made, installments due on the Promissory Note shall only be reduced in accordance with Section 6.1.

Section 4.2. Agreement to Cause Property Owners to Accomplish Projects. The Borrower agrees to require the Property Owners to cause the Projects to be acquired, constructed, expanded, renovated or equipped as described in the Plan and in accordance with any permit conditions or requirements established by the Department. All plans, specifications and designs shall be approved by all applicable regulatory agencies. The Borrower agrees to maintain complete and accurate books and records of the Project Costs financed by Project Loans and permit the Authority and the Department through their duly authorized representatives to inspect such books and records at any reasonable time.

Each of the Projects to be financed by Project Loans shall constitute a living shoreline project within the meaning of the Act, and each Project and Property Owner shall qualify for financing assistance under the Plan and the Act.

Section 4.3. Compliance with Requirements. The Borrower shall comply with all lawful program or procedural guidelines or requirements duly promulgated and amended from time to time by the Department in connection with the Plan. The Borrower shall also comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Plan and the funding of the Project Loans, including to the extent applicable, the Truth in Lending Act, the Equal Credit Opportunity Act and the Fair Debt Collection Practices Act.

ARTICLE V

PLEDGE OF REVENUES

Section 5.1. Pledge of Revenues. Subject to the Borrower's right to make Project Loans and apply Revenues to the payment of Operation Expense, the Revenues are hereby pledged to secure the payment of the principal of and interest on the Promissory Note and the payment and performance of the Borrower's obligations under this Agreement. This pledge shall be valid and binding from and after the execution and delivery of this Agreement. The Revenues, as received by the Borrower, shall be held in trust by it solely for use and application as permitted and provided for by this Agreement and shall immediately be subject to the lien of this pledge

without any physical delivery or further act. The lien of this pledge shall, subject to the right of the Borrower to make Project Loans and to apply Revenues to the payment of Operation Expense, have priority over all other obligations and liabilities of the Borrower.

The Borrower covenants and agrees that it will fix and collect interest rates and fees on the Project Loans, invest Loan Proceeds and Project Loan payments and otherwise operate the Program in such a manner that in each Fiscal Year the Revenues will be sufficient to pay Operation Expense and the amount required during the Fiscal Year to pay the principal of and interest on the Promissory Note and the Additional Payments. If, for any reason, the Revenues are insufficient to satisfy the foregoing covenant, the Borrower agrees to request its constituent members to consider appropriating funds to the Program from their general funds at times and in amounts sufficient to provide Revenues adequate to satisfy such requirement. Nothing contained herein is or shall be deemed to be a lending of the credit of the Borrower or of its constituent members to any person, and nothing contained herein is or shall be deemed to be a pledge of the full faith and credit or the taxing power of any political subdivision of the Commonwealth of Virginia, including the Borrower and any of its constituent members.

Section 5.2 Moral Obligation. (a) No later than May 15 of each year beginning May 15, 20__, the Borrower shall notify the members of the Borrower of the amount by which Revenues, after payment of Operation Expense, are expected in the next ensuing Fiscal Year to be insufficient to pay any amounts due under this Agreement (collectively, the “Annual Deficiency Amount”) and request such member’s governing body to include the portion of the Annual Deficiency Amount attributable to such member in its budget for the next ensuing Fiscal Year.

(b) Nothing contained in this Section is or shall be deemed to be a lending of the credit of the Borrower or any of the members of the Borrower to the Authority or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the Borrower or any of the members of the Borrower.

ARTICLE VI

PAYMENTS

Section 6.1. Payment of Promissory Note; Reserve Fund. (a) The Promissory Note shall be dated the date of its delivery to the Authority and shall not bear interest on the disbursed principal balance thereof. Commencing ____ 1, 20__, and continuing semi-annually on each ____ 1 and ____ 1 thereafter, principal due under the Promissory Note shall be payable in equal installments of \$____, with a final installment due and payable on ____ 1, 20__ when, if not sooner paid, all amounts due hereunder and under the Promissory Note shall be due and payable in full. If principal disbursements up to the maximum authorized amount of the Promissory Note are not made, the principal amount due on the Promissory Note shall not include such undisbursed amount. However, unless the Borrower and the Authority agree otherwise in writing, until all amounts due hereunder and under the Promissory Note shall have been paid in full, less than full disbursement of the maximum authorized amount of the Promissory Note shall not postpone the due date of any semi-annual installment due on the Promissory Note, or change the amount of such installment. If any installment of principal of the Promissory Note is not paid within ten (10)

days after its due date, the Borrower agrees to pay to the Authority a late payment charge in an amount equal to five percent (5.0%) of the overdue installment.

(b) There is hereby established the “Middle Peninsula Planning District Commission Series 2017 Reserve Fund” (the “Reserve Fund”) to be held by the Borrower in a separate and segregated account and reflected as restricted cash for financial reporting purposes, which is hereby pledged as security for payment of principal of the Promissory Note. Until the principal of the Promissory Note and all amounts payable pursuant to this Agreement have been paid or provided for in full, the Borrower agrees to deposit in the Reserve Fund the following amounts on the dates provided for below:

(i) On the Closing Date an amount that equals one year of principal due on the Promissory Note (\$_____) from available funds of the Borrower (the “Required Reserve”).

(ii) With respect to any deficiency in the Required Reserve on any ____ 1 or ____ 1 (either referred to herein as the “Payment Date”), commencing with the first day of the month following such Payment Date and continuing on the first day of each month thereafter until the deficiency is eliminated, an amount equal to one-sixth of the amount of such deficiency.

(iii) Failure to deposit the Required Reserve under subsection (b)(i) above or failure to replenish any deficiency in the Reserve Fund under subsection (b)(ii) above in the time specified shall constitute an Event of Default under Section 11.1. The Authority shall have no obligation to disburse any Loan Proceeds if the Borrower has not satisfied the provisions contained in this subsection.

(c) There is hereby created, and the Borrower hereby grants, a security interest in the Reserve Fund for the benefit of the Authority, as holder of the Promissory Note, and its successors and assigns. This Agreement shall be deemed to be a security agreement with respect to such security interest. Without the written consent of the Authority, amounts in the Reserve Fund may be used only to make payments on the principal of the Promissory Note to the extent the Borrower has not made timely payments thereunder (whether payment due semi-annually, at maturity or by acceleration), and the Authority (or the holder of the Promissory Note if not then the Authority) may require the Borrower to transfer amounts in the Reserve Fund to the credit of the holder of the Promissory Note if payments on the principal of the Promissory Note are not timely made.

(d) Investment earnings on the amount in the Reserve Fund shall be transferred to the Borrower on each Payment Date, unless the Borrower applies such investment earnings to the principal due on the Promissory Note on such Payment Date; provided that if an Event of Default has occurred and is continuing, investment earnings shall be maintained in the Reserve Fund. Unless the Authority agrees otherwise, the Borrower shall deposit or invest, as appropriate, monies in the Reserve Fund, as the Borrower may direct in writing, in accounts covered and secured under the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended), or in a “Permitted Investments,” as defined below, with a term of not more than five years. “Permitted Investments” are (a) bonds, notes and other direct obligations of the United States of America, (b) securities unconditionally guaranteed as to the

timely payment of principal, if applicable, and interest by the United States of America, (c) bonds, notes and other obligations of any agency of the United States of America unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or (d) obligations of Federal Home Loan Banks and obligations of Federal Farm Credit Banks.

(e) The Borrower's obligations to make deposits under subsections (b)(i) and (ii) above and to make payments as scheduled under the Promissory Note shall not be discharged in whole or in part by any transfer made by the Borrower from the Reserve Fund.

Section 6.2. Payment of Additional Payments. In addition to the payments of principal and interest on the Promissory Note, the Borrower agrees to pay to the Authority on demand from legally available funds the following Additional Payments:

- (1) The costs of the Fund, the Authority, the Department or the Board in connection with the enforcement of this Agreement, including the reasonable fees and expenses of any attorneys used by any of them;
- (2) Amounts required to restore the Required Reserve in the Reserve Fund as provided in Section 6.1; and
- (3) All expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The Borrower agrees to pay interest on any Additional Payments enumerated in (1) or (2) above not received by the Authority within ten (10) days after demand therefor at a rate of five percent (5.0%) per annum of the overdue installment from its due date until the date it is paid.

ARTICLE VII

PREPAYMENTS

Section 7.1. Prepayment of the Promissory Note. At its option and after giving at least ten (10) days' written notice to the Authority, the Borrower may prepay the Promissory Note at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Promissory Note will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Promissory Note, but shall not postpone the due date of any subsequent payment, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing.

Section 7.2. Right of the Authority to Require Prepayment. Anything in this Agreement to the contrary notwithstanding, the Authority retains the right, commencing on the first anniversary of the Closing Date and on the date each six (6) months thereafter and upon ten (10) days' written notice thereof to the Borrower, to require the Borrower to prepay the

Promissory Note to the extent of the principal portions of the Promissory Note which at that time shall not have been loaned by the Borrower to Property Owners pursuant to Project Loans.

ARTICLE VIII

OPERATION OF PLAN

Section 8.1. Operation of Plan. At its own cost and expense, the Borrower shall operate the Plan in a proper, sound and economical manner and in compliance with all applicable state and federal legal and programmatic requirements, including the Virginia Revolving Loan Fund Living Shorelines Loan Program Guidelines as duly promulgated by the Department and in effect from time to time.

Section 8.2. Compliance with Plan. The Borrower shall comply with the Plan. The Borrower shall not alter, amend or deviate from the Plan without the prior written consent of the Department and the Authority.

Section 8.3. Inspection of Borrower's Books and Records. The Authority and the Department and their duly authorized representatives and agents shall have the right at all reasonable times and upon reasonable prior notice to the Borrower to examine and copy the books and records of the Borrower insofar as such books and records relate to the Plan. The Borrower shall also make copies of Plan records available to the Department and the Authority as requested. In addition, the Borrower shall submit annually on each July 1, commencing July 1, 20__, financial and Project implementation reports and transaction summaries to the Department and the Authority, in such form and content as may be required by them, reflecting an accounting of all Project Loans made, funds disbursed, interest earned, Project Loan repayments received, account balances and such other related information as may be deemed appropriate by the Department and the Authority.

Section 8.4. Sale of Project Property. The Borrower shall require that each Project Loan shall be subject to the condition that the Project Loan shall be due in full upon the sale or other transfer of the property which is the subject of the Project Loan other than by operation of law or as otherwise may be permitted by the Department.

Section 8.5. Collection of Revenues. The Borrower shall use its best efforts to collect all amounts due to it under the Project Loans and diligently pursue its rights in any security given it in connection with the Project Loans.

ARTICLE IX

SPECIAL COVENANTS

Section 9.1. Maintenance of Existence. The Borrower shall maintain its existence as a "local government" (as defined in the Act) of the Commonwealth of Virginia and, without consent of the Authority and the Department, shall not dissolve or otherwise dispose of all or substantially

all of its assets or consolidate or merge with or into another entity. Notwithstanding the foregoing, the Borrower may consolidate or merge with or into, or sell or otherwise transfer all or substantially all of its assets to a political subdivision of the Commonwealth of Virginia, and the Borrower thereafter may dissolve, if the surviving, resulting or transferee political subdivision, if other than the Borrower, assumes, in written form acceptable to the Authority and the Department, all of the obligations of the Borrower contained in this Agreement, and there is furnished to the Authority and the Department an Opinion of Counsel acceptable to the Authority and the Department subject to customary exceptions and qualifications, to the effect that such assumption constitutes the legal, valid and binding obligation of the surviving, resulting or transferee political subdivision enforceable against it in accordance with its terms.

Section 9.2. Financial Records and Statements. The Borrower shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs related to the Plan. The Borrower shall have an annual audit of the financial condition of the Borrower made by an independent certified public accountant within one hundred and eighty (180) days after the end of each Fiscal Year. The Borrower shall furnish to the Authority copies of such report promptly after it is submitted to the Borrower. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Borrower's financial position as of the end of such Fiscal Year and the results of the Borrower's operations and changes in the financial position of its funds for the Fiscal Year. The Borrower shall also furnish to the Authority a certificate of such accountant to the effect that, during the course of such accountant's regular examination of the Borrower's financial condition, nothing came to such accountant's attention that would constitute an Event of Default or a Default.

Section 9.3. Certificate as to No Default. The Borrower shall deliver to the Authority, within one hundred and eighty (180) days after the close of each Fiscal Year, a certificate signed by an Authorized Representative stating that, during such year and as of the date of such certificate, no event or condition has happened or existed, or is happening or existing, which constitutes an Event of Default or a Default, or if such an event or condition has happened or existed, or is happening or existing, specifying the nature and period of such event or condition and what action the Borrower has taken, is taking or proposes to take to rectify it.

Section 9.4. Additional Indebtedness. The Borrower shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by a pledge of Revenues.

Section 9.5. Further Assurances. The Borrower shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, Revenues and other funds pledged or assigned by this Agreement, or as may be required to carry out the purposes of this Agreement. The Borrower shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged under this Agreement and all rights of the Authority, the Department and the Board under this Agreement against all claims and demands of all persons.

Section 9.6. Assignment by Borrower. The Borrower may not assign its rights under this Agreement without the prior written consent of the Authority and the Department. If the Borrower desires to assign its rights under this Agreement to another “local government” (as defined in the Act), the Borrower shall give notice of such fact to the Authority and the Department. If the Authority and the Department consent to the proposed assignment, the Borrower may proceed with the proposed assignment, but such assignment shall not become effective until the Authority and the Department are furnished (i) an assumption agreement in form and substance satisfactory to the Authority and the Department by which the assignee agrees to assume all of the Borrower’s obligations under the Promissory Note and this Agreement, and (ii) an Opinion of Counsel to the assignee, subject to customary exceptions and qualifications, that the assumption agreement, the Promissory Note and this Agreement constitute legal, valid and binding obligations of the assignee enforceable against the assignee in accordance with their terms and that the assignment and assumption comply in all respects with the provisions of this Agreement. Notwithstanding the foregoing, the assignment of the rights of the Borrower under the Promissory Note and this Agreement or the assumption of the obligations hereunder by the assignee shall in no way be construed as releasing the Borrower’s obligations.

Section 9.7. Continuing Disclosure Obligations. (a) For purposes of this Section, the following terms and phrases shall have the following meanings:

“Annual Financial Information” with respect to any Fiscal Year for the Borrower, means the following:

(i) the financial statements (consisting of at least a balance sheet and statement of revenues and expenses) of the System, or, if not available, the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of the Borrower, which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Borrower after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

(ii) operating data of the type set forth in Exhibit G.

“Dissemination Agent” shall mean any person, reasonably acceptable to the Authority, whom the Borrower contracts in writing to perform its obligations as provided in subsection (b) of this Section.

“Leveraging Bonds” means the bonds and other evidences of indebtedness issued and sold by the Authority pursuant to the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia (1950), as amended, the Act, and any successor provisions of law, including

without limitation the bonds and other evidences of indebtedness issued by the Authority under the Amended and Restated Master Indenture of Trust dated as of April 1, 2010, between the Authority and U.S. Bank National Association, as trustee, as supplemented and amended.

“Local Government” shall have the meaning set forth in Section 62.1-199 of the Code of Virginia of 1950, as amended.

“Local Obligations” shall mean any bonds, notes, debentures, interim certificates, bond, grant or revenue anticipation notes, leases or any other evidences of indebtedness of a Local Government evidencing a loan made by the Authority to a Local Government from the Fund or the proceeds of Leveraging Bonds.

“Make Public” or “Made Public” shall have the meaning set forth in subsection (c) of this Section.

“Material Local Government” shall mean a Local Government that satisfies a set of objective criteria established by the Authority at the time of sale of each series of Leveraging Bonds and based on the level of participation of each Local Government in the aggregate outstanding principal amount of all Local Obligations. For all Leveraging Bonds currently outstanding as of the date of this Agreement, a Material Local Government is any Local Government whose aggregate outstanding principal amount of Local Obligations represents twenty percent (20%) or more of the aggregate outstanding principal amount of all Local Obligations.

“Rule” means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

“SEC” means the U.S. Securities and Exchange Commission.

(b) The Borrower shall Make Public or cause to be Made Public:

(1) Within 270 days after the end of the Borrower’s Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Borrower constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included by reference in a document Made Public to any document previously filed with the SEC. If the document referred to is a final official statement within the meaning of the Rule, then it must be available from the Municipal Securities Rulemaking Board (“MSRB”).

(2) In a timely manner, notice of any failure by the Borrower to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(c) For purposes of this Section, information and notices shall be

deemed to have been Made Public if transmitted to the Authority and to the MSRB for publication on its Electronic Municipal Market Access system (“EMMA”). All documents provided to the MSRB shall be accompanied by identifying information prescribed by the Authority and the MSRB.

(d) The Borrower shall also notify the Authority within five (5) business days of becoming aware of any of the following events that may from time to time occur with respect to the Promissory Note:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other notices or determinations with respect to the tax status of the Promissory Note, or other events affecting the tax status of the Promissory Note, or other events affecting the tax status of the Promissory Note;
- (7) modifications to rights of the holders of the Promissory Note;
- (8) bond calls and tender offers;
- (9) defeasances of all or any portion of the Promissory Note;
- (10) release, substitution, or sale of property securing repayment of the Promissory Note;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Borrower*;
- (13) the consummation of a merger, consolidation or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower.

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

(14) appointment of a successor or additional trustee or the change in the name of a trustee.

(e) Notwithstanding anything in this Agreement to the contrary, the Borrower need not comply with the provisions of subsections (a) through (d) above unless and until the Authority has notified the Borrower that it satisfied the objective criteria for a Material Local Government as of the end of the Authority's immediately preceding fiscal year.

(f) The obligations of the Borrower under this Section will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all of the Leveraging Bonds.

(g) The Borrower may modify its continuing disclosure obligations in this Section without the consent of holders of the Leveraging Bonds provided that this Section as so modified complies with the Rule as it exists at the time of modification. The Borrower shall within a reasonable time thereafter send to the Authority and the MSRB through EMMA a description of such modification(s).

(h) (1) If the Borrower fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of Leveraging Bonds then Outstanding may, by notice to the Borrower, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the Borrower's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Borrower to comply with any obligation regarding Annual Financial Information specified in this Section (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (h)(1) of this Section.

(i) The Borrower may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Borrower shall not incur any obligation to continue to provide, or to update, such additional information or data.

(j) The Borrower may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to Make Public the Annual Financial Information, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

(k) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.1. Events of Default. Each of the following events shall be an “Event of Default”:

(a) The failure to pay when due any payment of principal or interest due hereunder or to make any other payment required to be made under the Promissory Note and this Agreement, including payments under Section 6.1 required to fund the Reserve Fund to the amount of the Required Reserve or restore the balance in the Reserve Fund to the Required Reserve upon any shortfall therein;

(b) The Borrower’s failure to perform or observe any of the other covenants, agreements or conditions of the Promissory Note or this Agreement and the continuation of such failure for a period of thirty (30) days after the Authority gives the Borrower written notice specifying such failure and requesting that it be cured, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Promissory Note is false or misleading in any material respect;

(d) An order or decree shall be entered, with the Borrower’s consent or acquiescence, appointing a receiver or receivers of the Revenues, or if such order or decree, having been entered without the Borrower’s consent or acquiescence, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof;

(e) Any proceeding shall be instituted, with the Borrower’s consent or acquiescence, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from Revenues; or

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Borrower under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Borrower, is not dismissed within sixty (60) days after filing.

Section 10.2. Notice of Default. The Borrower agrees to give the Authority prompt written notice if any order, decree or proceeding referred to in Sections 10.1(d), (e) or (f) is entered or instituted against the Borrower or of the occurrence of any other event or condition

which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 10.3. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 shall have happened and be continuing, the Authority shall, in addition to any other remedies provided herein or by law, including rights specified in Section 62.1-228 of the Act, have the right, at its option without any further demand or notice, to take one or more of the following remedial steps:

- (a) Declare immediately due and payable all payments due or to become due on the Promissory Note and under this Agreement, and upon notice to the Borrower, the same shall become immediately due and payable by the Borrower without further notice or demand;
- (b) Demand the immediate transfer and delivery to it of all Project Loan notes, security instruments and other documents, together with all necessary or appropriate endorsements or assignments as may be required by the Authority; and
- (c) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due on the Promissory Note and under this Agreement or to enforce any other of the Authority's or the Board's rights under this Agreement or to enforce performance by the Borrower of its covenants, agreements or undertakings contained herein or in the Promissory Note.

Section 10.4. Delay and Waiver. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default under this Agreement shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereto.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 11.2. Amendments. The Authority and the Borrower, with the written consent of the Department, shall have the right to amend from time to time any of the terms and conditions of this Agreement, provided that all amendments shall be in writing and shall be signed by or on behalf of the Authority and the Borrower; provided, however, that the written consent of the Department shall not be required for the Authority and the Borrower to amend Articles I, V and X or Sections 6.1(b) or 9.5 of this Agreement.

Section 11.3. Limitation of Borrower's Liability. Notwithstanding anything in this Agreement to the contrary, the Borrower's obligations hereunder are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose or other legally available funds. This Agreement shall not be deemed to create or constitute a debt or a pledge of the faith and credit of the Borrower and the Borrower shall not be obligated to pay the principal of or interest on the Promissory Note or other costs incident thereto except from the Revenues and other funds pledged or legally available therefor. In the absence of fraud, no present or future director, official, officer, employee or agent of the Borrower shall be liable personally in respect of this Agreement or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement.

Section 11.4. Applicable Law. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 11.5. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or Section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority and the Borrower, as the case may be, only to the extent permitted by law.

Section 11.6. Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Promissory Note or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

Fund: Virginia Water Facilities Revolving Fund
c/o Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219
Attention: Executive Director

**Department
and Board:** State Water Control Board
Department of Environmental Quality
P. O. Box 1105
Richmond, VA 23218
Attention: Executive Director

Borrower: Middle Peninsula Planning District Commission
P. O. Box 286
Saluda, Virginia 23149-0286
Attention: Executive Director

A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. The Authority, the Department, the Board and the Borrower may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.7. Right to Cure Default. If the Borrower shall fail to make any payment or to perform any act required by it under the Promissory Note or this Agreement, the Authority without prior notice to or demand upon the Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority and all costs, fees and expenses so incurred shall be payable by the Borrower as an Additional Payment under the Promissory Note or this Agreement, together with interest thereon at the rate of interest of five percent (5.0%) per annum until paid. The Borrower's obligation under this Section shall survive the payment of the Promissory Note.

Section 11.8. Headings. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

Section 11.9. Term of Agreement. This Agreement shall be effective upon its execution and delivery, provided that the Promissory Note previously or simultaneously shall have been executed and delivered. Except as otherwise specified, the Borrower's obligations under the Promissory Note and this Agreement shall expire upon payment in full of the Promissory Note and all other amounts payable by the Borrower under this Agreement.

Section 11.10. Commitment Letter. The Commitment Letter is an integral part of this Agreement and shall survive closing hereunder.

Section 11.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett
Executive Director

**MIDDLE PENINSULA PLANNING
DISTRICT COMMISSION**

By: _____
Its: _____

EXHIBIT A

Form of Promissory Note

[To come from Borrower's Counsel]

EXHIBIT B

**Middle Peninsula Planning District Commission Living Shoreline Incentive Funding
Program Design and Guidelines – December 2015**

[To come from Borrower]

EXHIBIT C

Form of Opinion

[To come from Borrower's Counsel]

EXHIBIT D

Existing Parity Indebtedness and Prior Indebtedness

[To be updated by Borrower's Counsel]

Prior Indebtedness:

None

Existing Parity Indebtedness:

EXHIBIT E

Form of Requisition

[LETTERHEAD OF BORROWER]

[Date]

Walter A. Gills, Program Manager
Construction Assistance Program
Water Division
Department of Environmental Quality
P. O. Box 1105
Richmond, Virginia 23218

Re: Middle Peninsula Planning District Commission
Loan No. C-515617G-02

Dear Mr. Gills:

This requisition, Number _____, is submitted in connection with the Financing Agreement dated as of _____ 1, 2017 (the "Agreement"), between the Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund, and the Middle Peninsula Planning District Commission (the "Borrower"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreement. The undersigned Authorized Representative of the Borrower hereby requests disbursement of loan proceeds under the Agreement in the amount of \$_____, for the purposes of payment of the Project Costs as set forth in Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that (a) the amounts requested by the requisition will be applied solely and exclusively to the payment, or to the reimbursement of the Borrower for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned further certifies that (a) no Event of Default or Default has occurred and is continuing, and no condition exists which, with the passing of time or with the giving of notice or both, would constitute an Event of Default hereunder, and (b) the representations and warranties of

the Borrower contained in the Agreement are true, correct and complete and the Borrower has performed all of its obligations thereunder required to be performed as of the date hereof.

This requisition includes an accompanying cumulative list of Project Loans.

Very truly yours,

By: _____

Its: _____

Attachments

cc: DEQ Regional Engineer (with all attachments)

SCHEDULE 1
 VIRGINIA WATER FACILITIES REVOLVING FUND
 FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION # _____

BORROWER: Middle Peninsula Planning District Commission

LOAN NUMBER: C-515617G-02

CERTIFYING SIGNATURE: _____

TITLE: _____

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Remaining
TOTALS:					

Total Loan Amount \$ _____
 Previous Disbursement \$ _____
 This Request \$ _____
 Loan Proceeds Remaining \$ _____

Middle Peninsula Planning District Commission
 Living Shoreline Incentive Funding Program
 C-515617G-02

	<i>Total</i>	<i>Grants</i>	<i>Loans</i>
	\$	\$	\$
<i>Cumulative Totals</i>	-	-	-

Loan #	Borrower or Project Name	Total Project Amount	Grant Amount	Loan Amount	Rate	# of Pmts	Closing Date	Final Pmt Date

EXHIBIT F

Operating Data

Description of Borrower. A description of the Borrower including a summary description of the Plan, and its management and officers.

Debt. A description of the terms of the Borrower's outstanding debt including a historical summary of outstanding debt and a summary of annual debt service on outstanding debt as of the end of the preceding Fiscal Year. The Annual Financial Information should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Borrower and any unfunded pension liabilities.

Financial Information and Operating Data. Financial information for the Plan as of the end of the preceding Fiscal Year, including a description of revenues and expenditures, largest users, a summary of rates, fees and other charges of the Plan, and a historical summary of debt service coverage.

Exhibit B
PROMISSORY NOTE
MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

N-1

\$250,000

MIDDLE PENINSULA PLANNING DISTRICT COMMISSION, a public body corporate and politic of the Commonwealth of Virginia (**the “Borrower”**), acknowledges itself indebted and for value received, hereby promises to pay, solely from the revenues and other property hereinafter described and pledged to the payment of this Promissory Note, to the order of Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund, Richmond, Virginia (**the “Authority”**), or registered assigns or legal representatives, the sum equal to the amount of principal advances made hereunder but not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), with interest on the disbursed and unpaid principal balance from the date of each disbursement until payment of the entire principal sum at the rate of zero percent (0.0%) per annum as follows:

Commencing on ____ 1, 20__, and continuing semi-annually on each _____ 1 and _____ 1 thereafter, principal due under this Promissory Note shall be payable in equal installments of \$_____ with a final installment of \$_____ due and payable on _____, 20__, when, if not sooner paid, all amounts due hereunder shall be due and payable in full provided however, that if principal advances up to the maximum authorized amount are not made, the principal amount due on this Promissory Note shall not include such undisbursed amount. However, unless the Borrower and the Authority agree otherwise in writing, until all amounts due hereunder shall have been paid in full, less than the full disbursement of the maximum authorized amount hereunder shall not postpone the due date of any semi-annual installment due hereon, or change the amount of such installment.

In addition, if any installment of principal is not received by the holder of this Promissory Note within ten (10) days from its due date, the Borrower shall pay to the holder of this Promissory Note, a late payment charge in an amount equal to five percent (5.0%) of such overdue installment. Principal is payable in lawful money of the United States.

This Promissory Note is issued pursuant to the terms of the Financing Agreement between the Borrower and the Authority dated as of _____ 1, 2017 (**the “Financing Agreement”**) to evidence a loan by the Authority to the Borrower to finance the Borrower’s plan of providing loans and/or grants to qualifying Property Owners (as defined in the Financing Agreement) to facilitate the establishment of living shorelines, as defined in Section 28.2-104.1 of the Code of Virginia of 1950, as amended, to protect or improve water quality and prevent the pollution of state waters, including related expenses (**the “Plan”**). The obligations of the Borrower under this Promissory Note and the Financing Agreement shall terminate when all amounts due and to become due pursuant to this Promissory Note and Financing Agreement have been paid in full. Reference is hereby made to the Financing Agreement and any amendments thereto for the definitions and provisions, among others, describing the pledge and

covenants securing this Promissory Note, the nature and extent of the security, the terms and conditions upon which this Promissory Note is issued, and the rights and obligations of the Borrower and the holders of this Promissory Note. This Promissory Note is secured by a Required Reserve as defined and described in the Financing Agreement.

The pledge of Revenues toward payment of the Promissory Note shall be on parity with the pledge of Revenues securing the Existing Parity Indebtedness, if any, (as defined in the Financing Agreement and set forth on Exhibit D thereto). The Borrower may not incur additional indebtedness secured by a pledge of the Revenues pursuant to the terms of the Financing Agreement.

This Promissory Note is subject to optional prepayment to the extent and on the terms set forth in the Financing Agreement.

If an Event of Default (as defined in the Financing Agreement) occurs, the principal of this Promissory Note may be declared immediately due and payable by the holder by written notice to the Borrower.

Notwithstanding anything in this Promissory Note to the contrary, in addition to the payments of the principal provided by this Promissory Note, the Borrower shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Financing Agreement.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Promissory Note have happened, exist and have been performed.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be signed by its duly authorized officer and to be dated _____, 2017.

**MIDDLE PENINSULA PLANNING DISTRICT
COMMISSION**

By: _____
Name: Thomas Swartzwelder
Title: Chairman

COUNTERSIGNED:

Secretary/Executive Director, Middle Peninsula
Planning District Commission

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ whose address for registration purposes is _____
_____ the within Promissory Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Promissory Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Tax I.D. No.

Transferee: _____

Signature Guaranteed

(NOTE: the signature above must correspond with the name of the Registered Owner as it appears on the front of this Promissory Note in every particular, without alteration or enlargement or any change whatsoever.)

SCHEDULE OF PRINCIPAL ADVANCES

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized representative of the Virginia Resources Authority, as Administrator of the Fund, when the proceeds of each such advance are delivered to the Borrower.

Amount

Date

Authorized Signatures

Schedule I

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COMMONWEALTH of VIRGINIA

*Marine Resources Commission
2600 Washington Avenue
Third Floor
Newport News, Virginia 23607*

Molly Joseph Ward
Secretary of Natural Resources

John M.R. Bull
Commissioner

February 10, 2017

Dear Interested Recreational Industry Member,

The Virginia Marine Resources Commission is accepting nominations to fill a vacancy on the Virginia Recreational Fishing Advisory Board (RFAB) for a three-year term. All members are given the opportunity to continue serving additional three-year terms at the pleasure of the Commissioner of the Virginia Marine Resources Commission. We hope to receive recommendations for industry members from Virginia Beach and Southside areas or the Eastern Shore.

The RFAB advises the Commission on expenditures from the Virginia Saltwater Recreational Fishing Development Fund that was established and maintained by the sales of saltwater fishing licenses. Annually, this fund collects around \$2.4 million in revenue. All Advisory Board members must be willing to attend at least 3 evening meetings per year, for three years. Generally, the meetings are expected to occur on the second Monday in May, July, and September (adjustments are made for state holidays).

Please submit nominations by **February 27, 2017** to Alicia Nelson, VMRC Fisheries Management, 2600 Washington Avenue, 3rd Floor, Newport News, VA 23607 or E-mail to: alicia.nelson@mrc.virginia.gov.

For more information on the RFAB, the Fund, as well as a complete list of the current members, please visit the website: www.mrc.virginia.gov or call Alicia Nelson at 757-247-8155.

Thank you,

A handwritten signature in black ink, appearing to read 'John M. R. Bull'.

John M. R. Bull
Commissioner

CC: Robert O'Reilly

An Agency of the Natural Resources Secretariat

www.mrc.virginia.gov

Telephone (757) 247-2200 (757) 247-2292 V/TDD Information and Emergency Hotline 1-800-541-4646 V/TDD

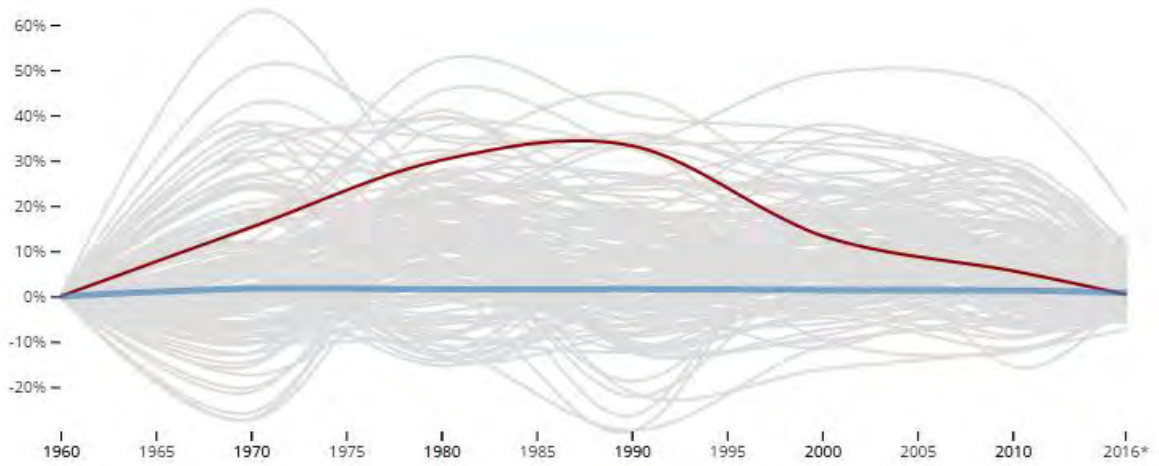
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http://pilotonline.com/news/local/virginia-s-population-is-growing-at-its-slowest-rate-in/article_8e17f21e-2180-5c14-beae-80ce3a8b97c9.html

Based on 2016 Estimates

Population growth in %s overtime

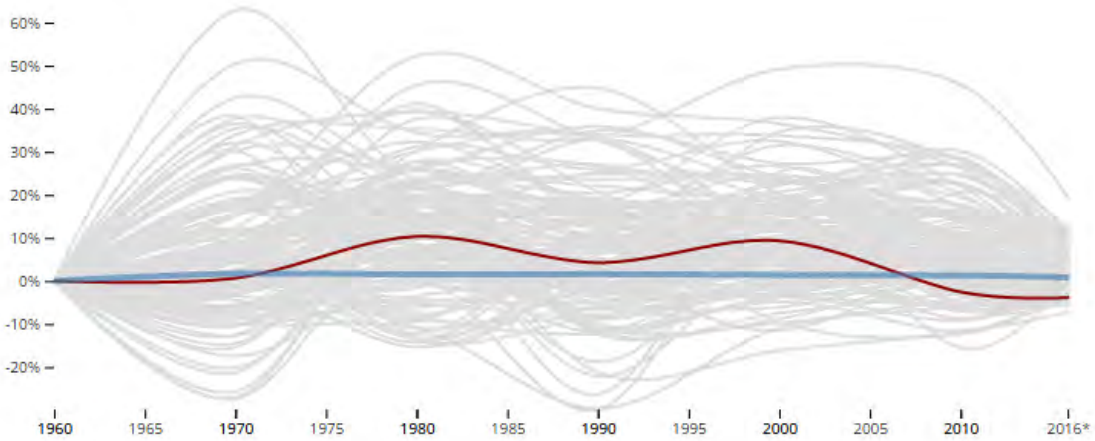
Gloucester County ▼



*Based on 2016 estimates

Population growth in %s overtime

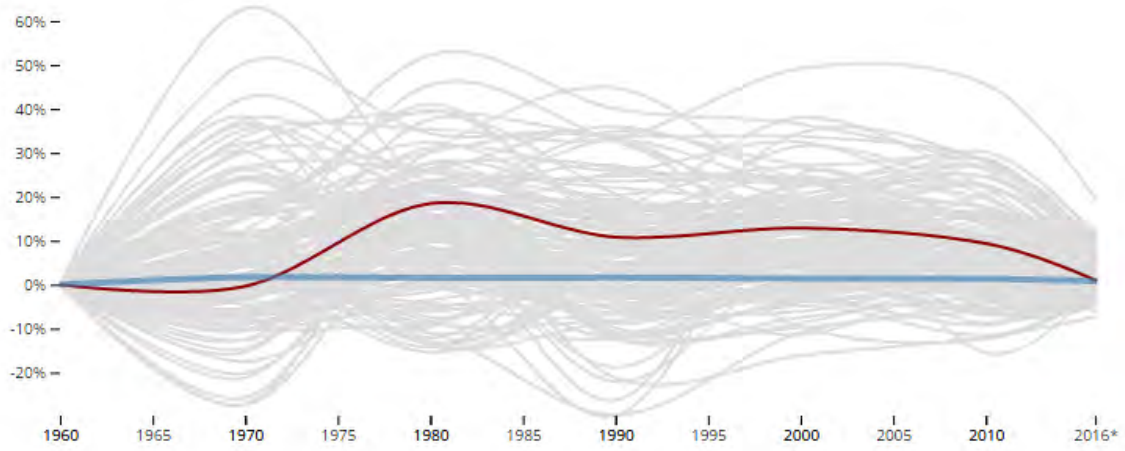
Mathews County ▼



*Based on 2016 estimates

Population growth in %s overtime

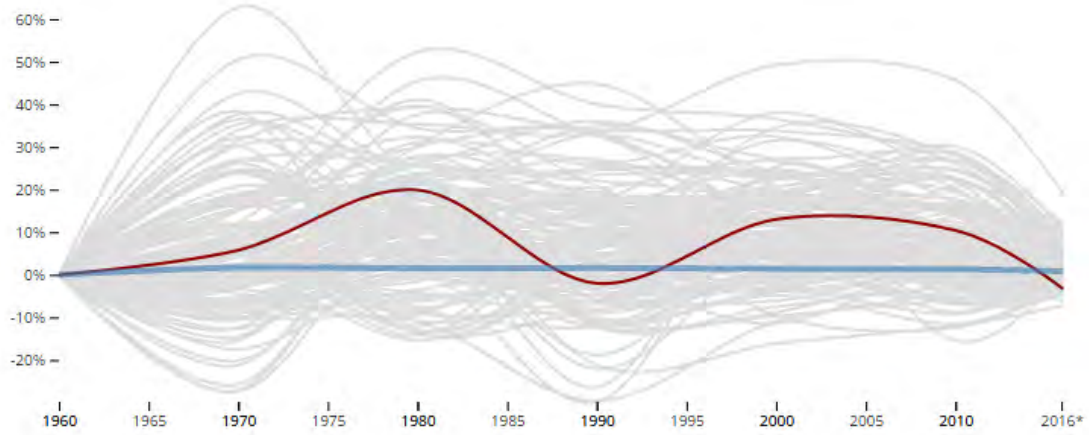
Middlesex County ▾



*Based on 2016 estimates

Population growth in %s overtime

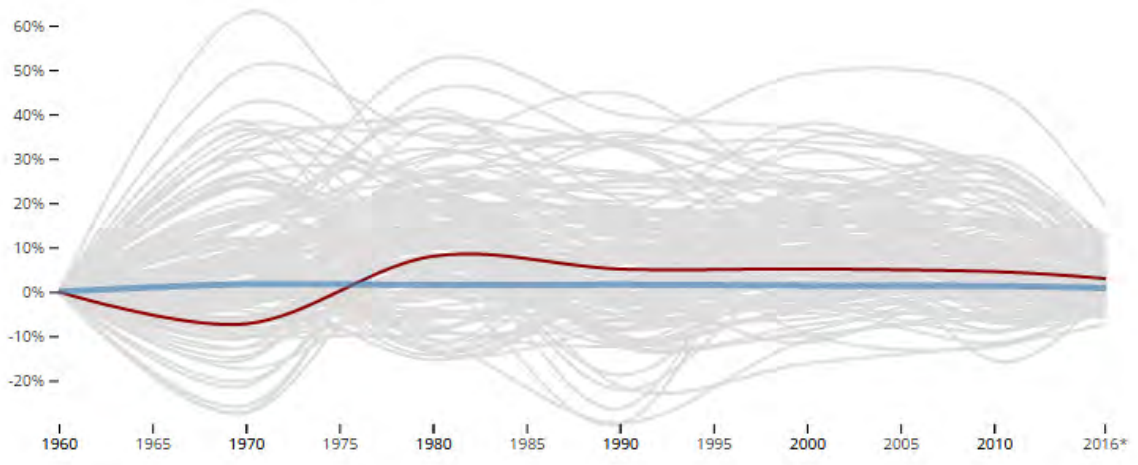
Essex County ▾



*Based on 2016 estimates

Population growth in %s overtime

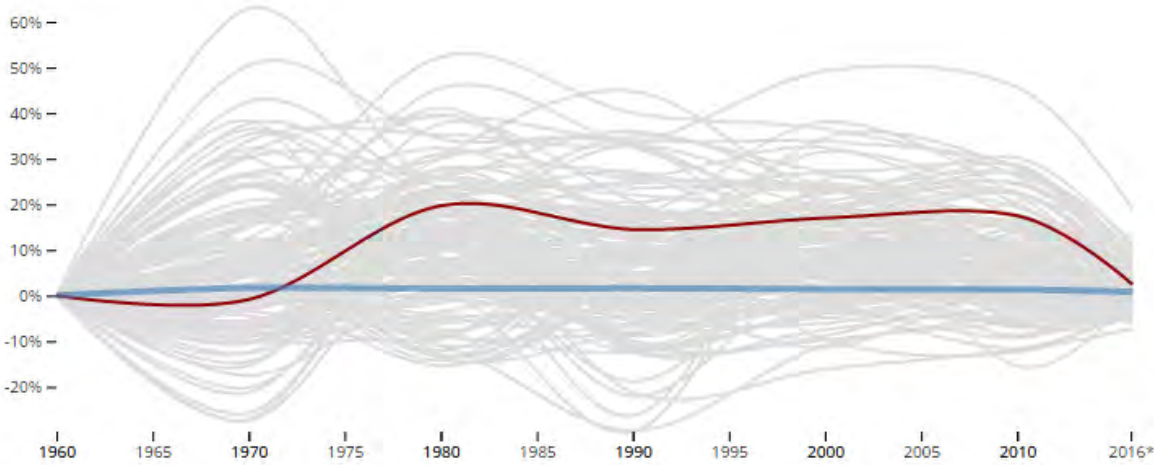
King and Queen County ▾



*Based on 2016 estimates

Population growth in %s overtime

King William County ▾



*Based on 2016 estimates

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