

Working Waterfronts Policy Implementation through Rural Enhancement Authority



Virginia Coastal Zone Management Program

Accomack-Northampton Planning District Commission

Middle Peninsula Planning District Commission

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Grant Year 2018 Task 93.06

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Working Waterfronts Policy Implementation through
Rural Coastal Virginia Community Enhancement Authority

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Prepared For:

Virginia Coastal Zone Management Program

Virginia Department of Environmental Quality

1111 East Main Street, Suite 1400

Richmond, Virginia 23219

Prepared By:

Accomack – Northampton Planning District Commission

23372 Front Street

Accomac, Virginia 23301

(757) 787 - 2936

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On the cover – Photograph taken by Chris Glennon of the Cape Charles Yacht Center, a
bayside Working Waterfront on Virginia’s Eastern Shore.

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Introduction

The Accomack-Northampton Planning District Commission (A-NPDC) was formed in 1970 to provide planning and housing services on the Eastern Shore of Virginia. The A-NPDC is a regional commission consisting of Accomack and Northampton Counties and the Town of Chincoteague. In addition to Chincoteague, the A-NPDC assists 18 incorporated towns on the Eastern Shore.

The Eastern Shore of Virginia is an approximately 70-mile-long peninsula between the Atlantic Ocean and the Chesapeake Bay that has remained one of few rural regions on the Atlantic seaboard. It shares many similarities with its sister peninsulas across the Bay, the Northern Neck and the Middle Peninsula. All three regions have actively participated in efforts to raise awareness about and to protect our culturally and economically imperative working waterfront areas. The three regional PDCs, along with the Hampton Roads PDC, inventoried these assets and actively participated in the development of the 2016 [Virginia Working Waterfront Master Plan](#). This project represents one of many ongoing efforts to implement goals outlined in this plan.

Summary

The Rural Coastal Virginia Community Enhancement Authority, if approved by the respective governing bodies, consists of the 12 counties within the Northern Neck, Middle Peninsula, and Accomack-Northampton planning districts. Established by House Bill 2055 in 2017, the Authority is intended to address shared challenges and pursue shared opportunities for economic enhancement in this Rural Coastal Virginia region. To launch the Authority, delegates and senators who introduced HB 2055 called a summit during summer 2019. Dozens of representatives from the region attended this day-long symposium. Following the summit, Kaufman & Canoles, P.C. drafted bylaws for the Authority and an operating agreement necessary to establish the Authority. Staff from the A-NPDC and Middle Peninsula PDC are reviewing these draft documents, to be distributed to Authority localities' governing bodies in early 2020. The draft bylaws can be found in Appendix A and the draft agreement, in Appendix B.

Products and Outcomes

The following sections describe the activities completed during FY2018 and their current and anticipated outcomes. Individual products and this report can be found at <http://www.anpdc.org/working-waterfronts/>.

Product 1. Rural Coastal Virginia Community Enhancement Authority Summit

Accomack-Northampton and Middle Peninsula Planning District Commission staff successfully coordinated and held the Rural Coastal Virginia Community Enhancement Authority summit on July 25, 2019 at the Virginia Institute of Marine Science in Gloucester Point. The purpose of the summit was to launch the RCVA Community Enhancement Authority. Delegates and senators who introduced the 2017 HB 2055 Rural Coastal Virginia Community Enhancement Authority attended, as did several dozen representatives from the across region. Topics presented during the day-long event focused on shared challenges and opportunities in the region, such as cost savings for a sample commercial project, coastal resilience needs, and the use of living shorelines and nature-based approaches with current regulations, among other key issues affecting Rural Coastal Virginia. A copy of the summit presentation can be found [here](#).



The Rural Coastal Virginia Community Enhancement Authority Summit brought dozens of representatives to the Virginia Institute of Marine Science in Gloucester Point on July 25, 2019 to discuss share challenges and opportunities in Rural Coastal Virginia.

Product 2. Policy Research and Recommendations

Following the Rural Coastal Virginia Community Enhancement Authority summit, Kaufman & Canoles, P.C. created draft bylaws and a draft operating agreement necessary to establish the Rural Coastal Virginia Community Enhancement Authority. A-NPDC and Middle Peninsula PDC staff are currently reviewing these documents. Recommended policies resulting from the creation of the Authority, summit, and draft operating agreement and bylaws include:

Creation:

The Authority, if approved by the respective governing bodies, may consist of up to 12 of the counties within the Northern Neck, Middle Peninsula, and Accomack-Northampton planning districts as follows: Accomack, Essex, Gloucester, King and Queen, King William, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Richmond, and Westmoreland.¹

Purpose:

The Authority is created for the purpose of serving as a regional economic development body and represents a partnership of the Commonwealth, the three planning districts, and the 12 counties of the coastal region.²

Duties:

The Authority has the ability to seek and approve loans and solicit donations, grants, and other funding from the Commonwealth, federal government, regional and local government, and private entities to carry out its purposes, powers, and duties. During the summit, there was a consensus that the Authority's actions will serve as economic drivers of the region, which has suffered due to high stormwater management costs, defunding of dredging projects, the need for funding to build resilient shorelines and protect water quality, and the complex nature of wastewater management in the area. Specific duties tasked to the Authority to promote rural coastal Virginia's economy and the region's Working Waterfronts include, but are not limited to:

- Providing assistance to the region to obtain job training or employment-related education, leadership, and civic development, and business development with an emphasis on entrepreneurship to serve the industries in Rural Coastal Virginia that comprise its Working Waterfronts;

¹ <https://law.justia.com/codes/virginia/2018/title-15.2/chapter-76/section-15.2-7600/>

² <https://law.justia.com/codes/virginia/2018/title-15.2/chapter-76/section-15.2-7601/>

- Providing special assistance to distressed and underdeveloped counties within the coastal region, promoting Working Waterfronts in those areas most in-need and representing potential future investment in these economic drivers; and
- Funding demonstration projects and conducting research, evaluations, and assessments of the coastal region's assets and needs to promote a more vibrant coastal economy and reinvigorate to the region's Working Waterfronts.

-

Board of the Authority:

The Board shall consist of up to 15 members, including one member of each of the 12 counties' governing bodies if so appointed by the respective governing bodies and three at-large members, to be appointed by the Governor and residents of the coastal region. All members shall serve for a term of four years and may be reappointed for one additional term.³

Annual Report:

The Board will submit an annual report of the Authority's activities for the year to the Governor, General Assembly, and board of supervisors of each Member Locality following the close of each fiscal year.⁴

Development Plans:

Each member planning district commission of the Authority will approve a development plan for its area within the coastal region annually. The Authority will use these plans to guide development of its work program.⁵

See Appendix A for the complete draft bylaws and Appendix B for the draft agreement establishing the RCVA Community Enhancement Authority, which are under review by the Accomack-Northampton and Middle Peninsula planning district commissions.

The RCVA Enhancement Authority Summit was used as an opportunity to review the 2017 HB 2055 legislation establishing the goals and responsibilities of the Authority. The summit provided stakeholders the opportunity to review this legislation as well as see examples of the law in context through topical presentations on cost savings for a sample commercial project, the use of nature-based approaches with current regulations, and other key issues affecting Rural Coastal Virginia. No changes were proposed to the legislation during the summit.

³ <https://law.justia.com/codes/virginia/2018/title-15.2/chapter-76/section-15.2-7602/>

⁴ Kaufman & Canoles, P.C., *Rural Coastal Virginia Community Enhancement Authority Draft Bylaws*, 3.

⁵ <https://law.justia.com/codes/virginia/2018/title-15.2/chapter-76/section-15.2-7607/>

Moving into 2020, Delegate Keith Hodges (98th District), as patron of the bill that created the Authority, has stated his intent to take the lead for distribution of the finalized operating agreement and bylaws, using his official signature and letterhead, to each Board of Supervisors Chair in the Authority localities. These efforts include coordination with each Delegate and Senator, as needed, to garner support for the Authority. This top-down approach is designed to maximize support for the Authority, with the intent to have those those counties with approval from their respective governing bodies sign and execute the finalized operating agreement and bylaws establishing the Rural Coastal Virginia Community Enhancement Authority.

APPENDIX A.

Rural Coastal Virginia Community Enhancement Authority Draft Bylaws

RURAL COASTAL VIRGINIA COMMUNITY ENHANCEMENT AUTHORITY BYLAWS

ARTICLE I

NAME; FORMATION; POWERS OF AUTHORITY; CERTAIN DEFINITIONS

1.1 **Name.** The name of the authority (the “**Authority**”) shall be the “Rural Coastal Virginia Community Enhancement Authority.”

1.2 **Formation.** The Authority was formed in accordance with the Rural Coastal Virginia Community Enhancement Authority Act, Title 15.2, Chapter 76, § 15.2-7600 et seq., of the Code of Virginia, 1950, as amended (the “**Act**”). The governing bodies of the County of Accomack, the County of Essex, the County of Gloucester, the County of King and Queen, the County of King William, the County of Lancaster, the County of Mathews, the County of Middlesex, the County of Northampton, the County of Northumberland, the County of Richmond, and the County of Westmoreland (each, a “**Member Locality**” and collectively, the “**Member Localities**”) have entered into or may in the future enter into that certain Agreement Creating the Rural Coastal Virginia Community Enhancement Authority as the same may be amended from time to time (the “**RCVCEA Agreement**”). Capitalized terms used in these Bylaws and not otherwise defined shall have the meanings prescribed in the Act. The Authority is vested with the powers of a body corporate, including the power to sue and be sued, plead and be impleaded, make contracts, and adopt and use a common seal and alter the same as may be deemed expedient.

1.3 **Duties.** In addition to further powers set forth in the Act, the Authority will:

1.3.1 Assist the inhabitants of the geographic region included within the Member Localities (the “**Region**”) in obtaining necessary job training or employment-related education, leadership and civic development, and business development, especially entrepreneurship for the coastal region;

1.3.2 Provide special assistance to distressed and underdeveloped counties within the Region;

1.3.3 Fund demonstration projects, and conduct research, evaluations, and assessments of the Region’s assets and needs. Agencies of the Commonwealth shall review

grant program eligibility requirements, and amend such requirements as appropriate, for purposes of recognizing the unique socioeconomic and demographic challenges faced by rural coastal localities and the inability to qualify for financial assistance;

1.3.4 Invest and reinvest funds of the Authority;

1.3.5 Employ (either as regular employees or as independent contractors) consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professionals, personnel, and agents as may be necessary in the judgment of the Authority, and fix their compensation;

1.3.6 Enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers in the Act to accomplish the purposes of the Authority; and

1.3.7 Adopt an annual budget of income and expenses which shall serve as a guide to the Board and the Authority with regard to fiscal matters.

1.4 **Permitted Activities.** In addition to powers set forth in the Act, the Authority may:

1.4.1 Adopt, alter, or repeal its own bylaws, rules and regulations that govern the manner in which its business may be transacted;

1.4.2 Retain legal counsel to represent the Authority in hearings, controversies, or matters involving the interests of the Authority and the furtherance of its purposes;

1.4.3 Seek and approve loans and solicit donations, grants, and any other funding from the Commonwealth, the federal government, and regional, local government, and private entities to carry out its purposes, powers, and duties; and

1.4.4 Undertake any activity not prohibited by the Act, the RCVCEA Agreement or applicable law and ordinances.

ARTICLE II BOARD

2.1 **Number of Members.** The Authority shall be governed by a board as prescribed in § 15.2-7602 of the Act and provided in the RCVCEA Agreement (the “**Board**”). The Board shall consist of up to fifteen (15) members with Board membership as prescribed by the Act.

2.2 **Terms.** Board members shall be appointed and shall serve for four (4) year terms. Officers of the Board shall be the chairperson (“**Chair**”), a vice chairperson (“**Vice Chair**”) and the treasurer (“**Treasurer**”) and secretary (“**Secretary**”).

2.3 **Chair.** The Chair of the Board shall conduct the meetings of the Board, execute documents on behalf of the Board, function as the chief executive officer of the Authority, and execute such duties as the Board may delegate to the Chair by resolution.

2.4 **Vice Chair.** The Vice Chair of the Board shall serve in the place and stead of the Chair when he or she is unable or unwilling to serve in such capacity.

2.5 **Secretary.** The Secretary shall have the responsibility for preparing and maintaining custody of minutes of the Board's meetings, for maintaining the records, and for authenticating records of the Authority. The Secretary shall maintain a schedule reflecting the term expiration dates for each Board member. The Secretary shall have custody of, maintain and protect, and ensure the retrieveability of the Authority's records, documents and valuable papers, such as Board meeting minutes and other decisional records, policy statements, deeds, contract and financial records and shall periodically review the Authority's archives to determine what items may be disposed of in accordance with sound business practices and the Virginia Public Records Act. The Secretary shall establish a secure means of storing, indexing and protecting confidential files. The Secretary shall also perform such other duties as may be assigned from time to time by the Board.

2.6 **Treasurer.** The Treasurer shall be the custodian of all funds and securities of the Authority. The Treasurer shall keep, or cause to be kept, full and accurate accounts of receipts and disbursements of the Authority, and shall ensure that all monies and other financial assets of the Authority are deposited and held in the name and to the credit of the Authority in such banks or other depositories as the Board may designate. The Treasurer shall ensure that the Board receives timely periodic reports as to the status of the Authority's finances and accounts, and that the Authority's accounts are audited annually by an independent certified public accountant appointed by the Board. The Treasurer shall also perform such other duties as may be assigned from time to time by the Board.

2.7 **Officers of the Commonwealth.** Each member of the Board shall, before entering upon the discharge of the duties of his office, take and subscribe to the oath prescribed in Va. Code Ann. § 49-1. Each member of the Board is an "officer" under the State and Local Government Conflict of Interests Act ("COIA") (Va. Code Ann. § 2.2-3100 et seq.).

2.8 **Reimbursement.** Members of the Board shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties.

2.9 **Annual Report.** The Authority's fiscal year shall be the same as the fiscal year of the Commonwealth of Virginia. The Board, promptly following the close of the fiscal year, shall submit an annual report of the Authority's activities for the preceding year to the Governor, the General Assembly, and the board of supervisors of each Member Locality. Each such report shall set forth a complete operating and financial statement covering the operation of the Authority during such year.

2.10 **Removal.** In the event that a member of the Board fails to attend two (2) consecutive regular meetings of the Board, or in the event that the Board finds that the lack of participation by a member (Board meeting attendance, committee work, other tasks as assigned or otherwise), the Board may by majority vote remove such member, and request that the Member Locality of such removed Board member appoint a replacement member of the Board.

2.11 **Alternate Members.** If any member of the Board is unable to attend a meeting, including a committee meeting, an alternate appointed by the Member Locality may attend in place of such Board member. Such alternate shall not have voting powers of other authority as Board member, but shall be permitted to participate in the meeting for purposes of representing the interests of the Member Locality and reporting to the absent Board member and his or her Member Locality.

ARTICLE III BOARD PROCEDURES

3.1 **Regular Meetings.** The regular meetings of the Board shall occur once every three (3) months on such dates and at such places and hours as may be agreed upon by the members of the Board. Regular meetings of the Board may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, but not beyond the time fixed for the next regular meeting, until the business before the Board is completed. The Board may agree to modify the frequency, dates, schedule or other details for regular meetings by a regular vote of the Board in accordance with these Bylaws. All meetings of the Authority and its committees shall comply with the Virginia Freedom of Information Act (“FOIA”) (Va. Code Ann. § 2.2-3700 et seq.); and the Board and its committees may hold closed sessions as permitted therein.

3.2 **Special Meetings.** Any two (2) or more Board members representing two (2) or more Member Localities may call a special meeting of the Board. Any such request for a special meeting shall be in writing, and the request shall specify the time and place of the meeting and the matters to be considered at the meeting. A reasonable effort shall be made to provide each member of the Board with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting unless all the members of the Board are present. Special meetings may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the Board is completed.

3.3 **Quorum.** A majority of the members of the Board shall constitute a quorum, and the affirmative vote of a majority present shall be necessary for any action taken by the Board. No vacancy in the membership of the Board shall impair the right of a quorum to exercise all the rights and perform all the duties of the Board.

3.4 **Procedure Authority.** The current edition of Robert’s Rules of Order Newly Revised shall be the parliamentary authority for all matters of procedure not specifically covered by these Bylaws.

3.5 **Executive Committee.** The Executive Committee shall consist of the Chair, Vice Chair, Treasurer and Secretary, provided the Secretary shall not be a member of the Executive Committee if he or she is not a member of the Board. The Board may elect one (1) additional Board member to the Executive Committee for a term of one (1) year. Subject to applicable laws, in the event of an emergency, where it is not possible or feasible to bring the full Board

together to consider critical actions necessary to address the emergency, a majority of the members of the Executive Committee may approve such critical actions, and such actions shall have the full force and effect of having been approved by the Board. The Executive Committee shall inform the Board of any such actions, at the earliest practicable time. The Board may also delegate to the Executive Committee specific responsibilities or tasks, limited to scope or duration, provided the Executive Committee shall inform the Board regularly of its progress and any resulting actions or conclusions.

3.6 **Committees.** The Board may, in its discretion, form such advisory, standing or ad-hoc committees as it may deem so appropriate (e.g., finance committee, nominating committee, personnel committee and the like). All committee meetings shall be opened to the public and comply with FOIA requirements.

3.7 **Virtual Meetings.** Unless otherwise provided by these Bylaws, the Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communicate by which all members of the Board participate may simultaneously hear each other during the meeting. Such means may include telephone conference call or video conference. A Board member participating in a meeting by such means is deemed to be present in person at the meeting. Any meeting conducted pursuant to the provisions of this paragraph shall be noticed and conducted to be compliant FOIA.

3.8 **Records.** The Board shall maintain the principal office of the Authority within a Member Locality. All records shall be kept at such office. The title of all property of every kind belonging to the Authority shall be titled to the Authority, which shall hold it for the benefit of the Member Localities.

ARTICLE IV AMENDMENT OF BYLAWS

4.1 **Amendment.** These Bylaws may be altered, amended or repealed only by an amendment, resolution, or ordinance approved by the governing bodies of all Member Localities. No such amendment shall be inconsistent with the Act, the RCVCEA Agreement, or other applicable law, nor shall any such amendment reduce the rights, or modify the obligations of a Member Locality, under any previously approved agreement to participate in the Authority.

Adopted as of

_____, 2019
for the Authority

Attest:

_____, Secretary

17701689v4

APPENDIX B.

Draft Agreement Creating the Rural Coastal Virginia Community Enhancement Authority

AGREEMENT CREATING THE RURAL COASTAL VIRGINIA COMMUNITY ENHANCEMENT AUTHORITY

WHEREAS, the Rural Coastal Virginia Community Enhancement Authority Act, Title 15.2, Chapter 76, § 15.2-7600 et seq., Code of Virginia, 1950, as amended (the “**Act**”) was enacted by the General Assembly of the Commonwealth of Virginia to serve as a regional economic development body and to represent as a partnership of the Commonwealth, the three planning districts, and the twelve (12) counties of the coastal region; and

WHEREAS, the exercise of the power granted in the Act is to be in all aspects for the benefit of the inhabitants of the geographic region included within the Member Localities, as defined below (the “**Region**”) for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, the governing bodies of the Member Localities (as defined below) and the governing bodies of the Member Planning Districts have determined that joint action through a regional community enhancement authority will facilitate the growth of needed and desired economic development in the Region; and

WHEREAS, pursuant to the Act, the governing bodies of the County of Accomack, the County of Essex, the County of Gloucester, the County of King and Queen, the County of King William, the County of Lancaster, the County of Mathews, the County of Middlesex, the County of Northampton, the County of Northumberland, the County of Richmond, and the County of Westmoreland (each, a “**Member Locality**” and collectively, the “**Member Localities**”) by adoption of concurrent ordinances, have proposed to create the Rural Coastal Virginia Community Enhancement Authority for the purpose of enhancing the economic base for the Member Localities by developing, assisting, overseeing, and providing blue-green economic and workforce development opportunities on a cooperative basis involving its Member Localities, which concurrent ordinances will be filed with the Secretary of the Commonwealth causing the creation of the Authority; and

WHEREAS, the Member Localities have agreed to enter into this Agreement Creating the Rural Coastal Virginia Community Enhancement Authority (“**Agreement**”) establishing

and describing the respective rights and obligations of the Member Localities with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration herein stated, the Member Localities hereto agree as to follows:

ARTICLE 1 NAME AND OFFICE

The name of the Authority shall be the “**Rural Coastal Virginia Community Enhancement Authority**” (the “**Authority**”), and the address of its initial office is c/o Middle Peninsula Planning District Commission, PO Box 286, Saluda, Virginia 23149.

ARTICLE 2 PARTIES TO THE RURAL COASTAL VIRGINIA COMMUNITY ENHANCEMENT AUTHORITY

The initial Member Localities of the Authority are as follows:

County of Accomack
County of Essex
County of Gloucester
County of King and Queen
County of King William
County of Lancaster
County of Mathews
County of Middlesex
County of Northampton
County of Northumberland
County of Richmond
County of Westmoreland

ARTICLE 3 PURPOSES OF THE AUTHORITY

The Member Localities agree that this Authority has been established for the following purposes and functions:

1. The Member Localities agree that the creation of the Authority provides a mechanism for the Member Localities to cooperate in the economic development of the Region.

2. The exercise of the powers granted by the Act shall be in all aspects for the benefit of the inhabitants of the Region for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity. Special emphasis shall be placed on directing these benefits to the inhabitants of the Member Localities and Member Planning Districts, while recognizing the regional benefit of the economic development projects.

3. The Authority shall: (i) develop comprehensive and coordinated plans and programs, establish priorities, and approve grants for the economic development of the Region; (ii) provide for research, demonstration, investigation, assessment, and evaluation of the Region's assets and needs; (iii) encourage the formation and capacity of local government and private investment in compatible industries, including natural resources, commercial, industrial, and other economic development projects; and (iv) provide a forum for the consideration of problems and possible solutions of the Region.

4. The Authority will assist the Region in obtaining necessary job training or employment-related education, leadership and civic development, and business development, especially entrepreneurship for the Region. The Authority shall: (i) develop a definition for what constitutes "distressed" and annually designate distressed, moderately distressed, and economically strong counties within the Region; and (ii) allocate at least fifty percent (50%) of the grants, loans, and donations made available to the Authority for programs and projects for the distressed counties.

5. The Authority will provide special assistance to distressed and underdeveloped counties within the Region. Such funds shall not be used within economically strong counties without a two-thirds vote of approval by a quorum of the Board.

6. The Authority will use its available funds to conduct demonstration projects, conduct research, evaluations and assessments of the Regions' assets and needs.

7. Nothing herein shall prevent the Authority from applying for and receiving federal, state, or private funds to advance the purpose of the Authority regardless of distressed county status.

ARTICLE 4 BOARD OF THE AUTHORITY

1. All powers, rights, and duties conferred by this Agreement, or other provisions of law, upon the Authority shall be exercised by the Board of the Rural Coastal Virginia Community Enhancement Authority (the "**Board**"). The Board shall consist of up to fifteen (15) members as follows: one (1) member from each of the twelve (12) Member Localities pursuant to § 15.2-7602(A) of the Act, and three (3) at-large members shall be appointed by the Governor and shall be residents of the Region. In addition, the Secretary of Commerce and Trade or his designee shall serve as a nonvoting ex officio member of the Board.

2. All Board members shall serve for a term of four (4) years and may be reappointed for one (1) additional term. A position shall be considered vacant if a Board member's term of office has ended. Vacancies shall be filled for the unexpired term in the same manner as the original appointee.

3. For the initial appointments only, approximately half (1/2) of the members appointed by the governing bodies shall be appointed for two (2) year terms, and such initial terms shall not be counted toward the term limitation.

4. The Board shall elect from its membership, for each calendar year, a chair, vice-chair, treasurer, and secretary.

5. Appointments, officers, Board meetings and procedures shall be held and conducted in accordance with the Act, this Agreement, and with the Bylaws of this Authority, attached hereto as Exhibit A and fully incorporated into this Agreement (the "**Bylaws**").

6. The Board shall submit an annual report of the Authority's activities for the preceding year to the Governor, the General Assembly, and the board of supervisors of each Member Locality, including a complete operating and financial statement covering the operation of the Authority during such year.

7. The Authority is vested with the powers of a body corporate, including the power to sue and be sued, plead and impleaded, make contracts, and adopt and use a common seal and alter the same as may be deemed expedient.

ARTICLE 5 DUTIES OF PLANNING DISTRICTS WITHIN THE REGION

1. Each Member Planning District Commission of the Authority shall approve annually a development plan for its area within the Region. Comprehensive Economic Development Strategy (CEDS) plans shall satisfy this requirement if updated and reaffirmed annually by the Member Planning District Commission.

2. The development plan shall outline factors to be evaluated by the Authority in considering programs and projects for assistance under the Act and in establishing priorities among assistance requests.

3. The Authority shall use plans developed by the Member Planning District Commissions to guide the development of a work program for the Authority.

ARTICLE 6 FUNDING

1. No Member Locality shall be required by virtue of entry into this Agreement, to provide funding to the Authority.

2. The Authority may seek and approve loans and solicit donations, grants and any other funding from the Commonwealth of Virginia, the federal government, and regional, local government and private entities to carry out its purposes, power and duties.

3. The Member Localities may enter into such other and further agreements as each of them may approve relative to contributing funds, making loans or otherwise providing resources, staffing and information to the Authority.

ARTICLE 7 DISSOLUTION OF AUTHORITY

1. Each Member Locality of the Authority may withdraw from the Authority (i) upon dissolution of the Authority as set forth herein, or (ii) prior to the Authority incurring any debt or any commitment of Authority resources which would obligate such Member Locality.

2. Whenever the Board determines that the purpose for which the Authority was created has been substantially fulfilled or is impractical or impossible to accomplish, and that all obligations incurred by the Authority have been paid or that cash or a sufficient amount of the United States government securities has been deposited for their payment, or provisions satisfactory for the timely payment of all its outstanding obligations have been arranged, the Board may adopt resolutions declaring and finding that the Authority shall be dissolved.

Appropriate attested copies of such resolutions shall be delivered to the Governor so that legislation dissolving the Authority may be introduced in the General Assembly. The dissolution of the Authority shall become effective according to the terms of such legislation. The title to all funds and other property owned by the Authority at the time of such dissolution shall vest in the counties that have contributed to the Authority's resources in proportion to their respective contributions.

ARTICLE 8 MISCELLANEOUS

1. This Agreement may be amended or altered, from time to time, in any manner not inconsistent with the provisions of the Act and other applicable law. This Agreement shall be amended or altered only by an amendment, resolution or other approval of all of the governing bodies of the Member Localities. All amendments such be in writing and shall be signed by the Authority Chairman and Secretary after approval in accordance with this Agreement and the Bylaws. The Authority shall provide a copy of any amendment to each Member Locality and each Member Planning District not later than ten (10) days after final approval of all Member Localities and Member Planning Districts.

2. The title of and article headings 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.

3. 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.

4. 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 parties hereto only to the extent permitted by law. In the event that the General Assembly amends the Act in a manner that conflicts herewith, the provisions of this Agreement are hereby amended in conformity with such amendment of the Act.

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto, and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF ACCOMACK

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto, and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF ESSEX

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto, and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF GLOUCESTER

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Edwin N. Wilmot, County Attorney

[Signatures continue on the next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto, and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF KING AND QUEEN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto, and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF KING WILLIAM

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

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COUNTY OF LANCASTER

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

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COUNTY OF MATHEWS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

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COUNTY OF MIDDLESEX

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

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COUNTY OF NORTHAMPTON

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

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COUNTY OF NORTHUMBERLAND

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

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COUNTY OF RICHMOND

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

[Signatures continue on the next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto, and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF WESTMORELAND

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
[INSERT NAME], County Attorney

Exhibit A

See attached Bylaws.