Appendix A: Legal Authority
The City’s ordinances are listed on Municode (www.municode.com). All referenced ordinances include a direct link to the referenced City of Virginia municipal code.

**Permit Section Part I.A.1.b.3. Ordinance addressing non-stormwater discharges.**
Appendix H – Storm Sewer System Discharge Ordinance; Sec. 5 Prohibitions.
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_APX_HSTSESYDIOR_S5PR

**Permit Section Part I.A.3.a-c. Legal authority to control discharges to and from the MS4**
Chapter 6 – Beaches, Boats, and Waterways
Chapter 28 – Sewers and Sewage Disposal
Chapter 30 – Soil Removal, Other Land Disturbing Activities
Chapter 31 – Solid Waste
 Appendix H – Storm Sewer Discharge Ordinance

**Permit Section Part I.A.3.d. Ordinance(s) that require compliance with MS4 discharge regulation**
Chapter 6 – Beaches, Boats, and Waterways; Sec. 6-1. - Violations of chapter generally. Sec. 6-29. - Appointment of persons to enforce article I;
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH6_BEBOWA_ARTIININGE_S6-1VICHGE
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH6_BEBOWA_ARTIININGE_S6-29APPEENARI
Chapter 28 – Sewers and Sewage Disposal; Sec. 28-70. - Violations and Penalties; Sec. 28-70.1. – Civil Penalties; scheduled violations
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH28_SESEEDI_ARTIVUSPUESY_DIV1SEUS_S28-70.1CIPESCVI
Chapter 30 – Soil Removal, Other Land Disturbing Activities; Sec. 30.75. – Penalty for violation of article.
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH30SOREOTLASTAC_ARTIIIERSECOTRPR_DIV2ERSECOTRPRPLLASTAC_S30-75PEVIAR

Chapter 31 – Solid Waste; Sec. 31-2. - Administration and enforcement of chapter.; Sec. 31-2.1. - Notice of violation, summons—Authority to issue.; Sec. 31-2.2. - Notice of violation, summons—Method of issuance.; Sec. 31-3. - Violations of chapter.; Sec. 31-3.1. - Civil penalties; Sec. 31-10. - Unlawful storage and deposits generally; littering.
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-2ADENCH
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-2.1NOVISUUTIS
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-2.2NOVISUETIS
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-3VICH
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-3.1CIPE
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-10UNSTDEGELI

Appendix H – Storm Sewer Discharge Ordinance; Sec. 7. – Penalties.
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_APXHSTSESYDIOR_S7PE

**Permit Section Part I.A.3.e. Ordinance(s) specifying City authority to carry out inspection, surveillance, and monitoring procedures**

Chapter 28 – Sewers and Sewage Disposal; Sec. 28-69. - Inspections.

Chapter 30 – Soil Removal, Other Land Disturbing Activities; Sec. 30-62. - Right of entry.

Appendix H – Storm Sewer Discharge Ordinance; Sec. 6. - Inspections and monitoring.
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_APXHSTSESYDIOR_S6INMO
**Permit Section Part I.B.2.a.1. Ordinance(s) for local erosion and sediment control and post-construction stormwater management.**

Chapter 30 Sec. 30-58. - VESCP; regulations, standards and specifications for erosion and sediment control and tree protection.


Post-Construction Stormwater management program consistent with the Virginia Stormwater Management Act § 62.1-44.15:24; Appendix D – Stormwater Management


**Permit Section Part I.B.2.a.2. Ordinance(s) for erosion and sediment control and stormwater management more stringent than required by Virginia regulations**

Chapter 30 Sec. 30-58. - VESCP

Appendix D – Stormwater Management

See Sec. 1-4. - Stormwater applicability and exemptions.

[https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_APX DSTMA_S1-4STAPEX](https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_APX DSTMA_S1-4STAPEX)

**Permit Section Part I.B.2.e. Ordinance(s) prohibiting discharges to the MS4 which are not authorized by the permit**

Appendix H – Storm Sewer Discharge Ordinance; Sec. 7. - Penalties.


**Permit Section Part I.B.2.e.1. Ordinance(s) identifying additional non-stormwater discharges where the City has imposed any conditions**

The City has not imposed additional conditions at this time. If additional conditions are imposed in the future, they will be added to the Program Plan and identified in Appendix A.

**Permit Section Part I.B.2.e.4. Ordinance(s) prohibiting dumping of used motor vehicle fluids, household hazardous wastes, sanitary sewage, grass clippings, leaf litter, and animal wastes into the MS4**

Chapter 5 – Animals and Fowl; Sec. 5-534. – Allowing dogs or horses to urinate or defecate on public or private property

[https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH5 ANFO_ARTVANWE_DIV3PRAC_S5-534ALDOHOURDEPUPRPR](https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH5 ANFO_ARTVANWE_DIV3PRAC_S5-534ALDOHOURDEPUPRPR)

Chapter 6 – Beaches, Boats, and Waterways; Sec. 6-5(g); Pet waste prohibitions and control

Chapter 28 – Sewers and Sewage Disposal; Sec. 28-66. – Prohibited discharges

Chapter 31 – Solid Waste; Sec. 31-10. – Unlawful storage and deposits generally; littering
https://www.municode.com/library/va/virginia_beach/codes/code_of_ordinances?nodeId=CO_CH31SOWA_ARTIINGE_S31-10UNSTDEGELI

Appendix H – Storm Sewer Discharge Ordinance; Sec. 5. - Prohibitions
Appendix B: Written Agreements with Other Parties
HRPDC Locality Agreement
MEMORANDUM OF AGREEMENT
ESTABLISHING THE
HAMPTON ROADS REGIONAL STORMWATER MANAGEMENT PROGRAM

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

WHEREAS, the eighteen local governments that are signatories to this Agreement have acted, in accordance with Section 15.2-4200 of the Code of Virginia, to establish the Hampton Roads Planning District Commission (HRPDC); and

WHEREAS, the HRPDC has been requested and has undertaken various studies to support local government stormwater management programs, including compliance with Virginia Stormwater Management Program (VSMP) Municipal Separate Storm Sewer (MS4) Permits; and

WHEREAS, the signatory local governments have requested the HRPDC to administer and coordinate a regional stormwater management program; and

WHEREAS, pursuant to the Clean Water Act, the U.S. Environmental Protection Agency (EPA) has promulgated implementing regulations, 40 Code of Federal Regulations Part 122, which established the National Pollutant Discharge Elimination System (NPDES) Permits for Municipal Separate Storm Sewer System (MS4) Discharges; and

WHEREAS, pursuant to the Virginia Stormwater Management Act, 10.1-603.1, et. seq. of the Code of Virginia, 1950 As Amended, the Board of Soil and Water Conservation has promulgated implementing regulations 4 VAC 50-60, et. seq., which establish the requirements that localities obtain permits for their MS4 discharges; and,

WHEREAS, the majority of the eighteen signatory local governments are required by their MS4 permits to conduct certain activities, including reporting on their discharges, conducting public information and education programs, and certain other activities; and

WHEREAS, the Water Quality Monitoring and Reporting Act and implementing regulations promulgated by the State Water Control Board establish requirements for the preparation of Total Maximum Daily Load (TMDL) Implementation Plans, which apply to activities conducted by localities in general as well as activities conducted in implementing MS4 permit requirements; and,

WHEREAS, the Chesapeake Bay Preservation Act and the Virginia Erosion and Sediment Control Law and implementing regulations also establish stormwater management requirements that govern one or more of the eighteen signatory local governments; and,

WHEREAS, sixteen local governments and the HRPDC executed the Memorandum of Agreement Establishing the Hampton Roads Regional Stormwater Management
Program on September 5, 2003 and that Agreement expired on December 31, 2007; and,

WHEREAS, eighteen local governments and the HRPDC executed the Memorandum of Agreement Establishing the Hampton Roads Regional Stormwater Management Program on March 6, 2008 and that Agreement expires on June 30, 2013,

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

This Memorandum of Agreement entered into this first day of July 2013, among and between the eighteen local governments in Hampton Roads and the HRPDC, establishes and maintains the Hampton Roads Regional Stormwater Management Program.

BASIC PREMISES

All local governments in Hampton Roads operate stormwater management programs.

The Cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth and Virginia Beach received VPDES Permits in 1996. Those permits, which were renewed in 2001, govern the discharges from their MS4s to waters of the state and impose certain operational and reporting requirements on those systems. In 2005, these permits were converted to VSMP permits. Those permits must be renewed on a five (5) year basis and the localities applied for renewed permits in 2005. Localities continue to operate programs under administratively continued permits. Permit renewals are expected in 2014.

The Cities of Poquoson, Suffolk and Williamsburg and the Counties of Gloucester, Isle of Wight, James City, and York were all identified by the EPA as requiring VPDES permits under Phase II of the MS4 regulations. Those localities that operate MS4s obtained VPDES permits in March 2003. Those permits also imposed certain operational and reporting requirements on those systems. In 2005, these permits were converted to VSMP permits. Those permits must be renewed on a five (5) year basis with the next renewal planned for 2013.

Although Gloucester County was initially identified by the EPA as requiring a Phase II MS4 permit, it was subsequently determined that permit coverage for Gloucester County was not required.

The City of Franklin, the Counties of Gloucester, Southampton and Surry and the Towns of Smithfield and Windsor are governed by stormwater management requirements established under the Virginia Stormwater Management Act and the Virginia Erosion and Sediment Control Law. The Chesapeake Bay Preservation Act also governs Gloucester and Surry Counties and the Towns of Smithfield and Windsor.

As of July 1, 2014, all localities must develop stormwater management programs that meet the minimum requirements established in the Virginia Stormwater Management Act. The Virginia Stormwater Management Act imposes operational and reporting
requirements on all localities that are required to implement stormwater management programs.

The local governments are interested in managing stormwater in a manner which protects and does not degrade waters of the state and which meets locally established quality of life goals and objectives. The Clean Water Act and the VSMP require that stormwater quantity and quality be managed to the maximum extent practicable.

In carrying out their stormwater management responsibilities, the aforementioned local governments have developed a consensus on regional goals to guide the operation of their stormwater management programs. Initially, approved by the HRPDC at its Executive Committee Meeting of September 15, 1999, they are:

1. Manage stormwater quantity and quality to the maximum extent practicable (MEP)
   - Implement best management practices (BMP) and retrofit flood control projects to provide water quality benefits.
   - Support site planning and plan review activities.
   - Manage pesticide, herbicide and fertilizer applications.

2. Implement public information activities to increase citizen awareness and support for the program.

3. Meet the following needs of citizens:
   - Address flooding and drainage problems.
   - Maintain the stormwater infrastructure.
   - Protect waterways.
   - Provide the appropriate funding for the program.

4. Implement cost-effective and flexible program components.

5. Satisfy MS4 stormwater permit requirements:
   - Enhance erosion and sedimentation control.
   - Manage illicit discharges, spill response, and remediation.

This Agreement establishes the administrative framework, which will be used by the local governments in Hampton Roads to address certain stormwater management requirements under the above-cited state and federal laws and regulations.

Eighteen local governments in the Hampton Roads Region will be participants in and signatories to the Agreement.
HRPDC RESPONSIBILITIES

Under the terms of this Agreement, the HRPDC staff is responsible for the following:

- Provide technical support and policy analysis related to stormwater and water quality issues to local government staff.

- Provide the necessary administrative, technical and clerical resources to support program activities in order to ensure that the MS4 permit-holding cities and counties meet applicable stormwater management requirements.

- Prepare an annual work program and budget for the Hampton Roads Regional Stormwater Management Program. The annual work program will be incorporated into the HRPDC Unified Planning Work Program and the annual budget will be incorporated into the HRPDC budget.

- Assist the signatories in coordinating reporting on stormwater related activities to other state and federal agencies to ensure that program requirements are met in a cost-effective manner, which minimizes duplicative reporting and the administrative burden on the signatories.

- Conduct a regional stormwater education program. This will include public education activities and may include outreach to specific economic sectors and groups. The stormwater education subcommittee of askHRGreen.org will be responsible for guiding the development of original materials, including publications, media advertising and promotional items. This may also include development of locality-specific materials or coordination of bulk purchases. The stormwater education subcommittee of askHRGreen.org will coordinate with HRPDC staff on the educational and outreach components of the Hampton Roads Regional Stormwater Management Program.

- Develop and conduct a regional training program for municipal employees, contractors, civic leaders and other interested parties. The training program will emphasize stormwater management, pollution prevention and permit issues.

- Respond equitably and in a timely fashion to requests from all signatory local governments for technical assistance. The time frame for responses will be based on experience, the complexity of individual requests and the overall work load of program staff.

- Provide other technical support, as requested, to the signatory local governments.

- Upon request from one or more participating localities, conduct technical studies to support compliance by the localities with MS4 permit requirements and VSMP program requirements.
• Facilitate development of multi-jurisdictional management plans for shared watersheds, as requested.

• Take steps, in conjunction with the signatory local governments, to obtain financial support for program activities from outside sources, including state, federal and private grants, to the extent that this may be accomplished without creating a conflict of interest, as determined by the signatory local governments.

• Contract with and manage consultants, including both private firms and academic institutions, to support the regional program, including provision of requested services to local governments in excess of the common program elements.

• Represent the Hampton Roads Regional Stormwater Management Program at federal, state, regional and local governmental, civic, professional and political organizations, agencies, and committees.

• Provide technical and administrative support, as appropriate, to those localities that are required to develop stormwater management programs to meet VSMP requirements, but that are not required to obtain MS4 permits for their stormwater discharges.

• Prepare annual program reports, or components thereof, which comply with the provisions of the MS4 permits and stormwater management programs of the signatory localities.

• Facilitate local government involvement in TMDL studies being prepared through the Virginia Department of Environmental Quality and EPA and facilitate preparation of TMDL Implementation Plans for impaired waters in the Hampton Roads Region as requested.

• Prepare an annual report of activities undertaken through the Hampton Roads Stormwater Management Program. This report will include summaries of related activities undertaken on a cooperative basis by the signatories.

• Identify state and federal regulatory actions that may affect local government stormwater programs, serve on regulatory advisory panels (RAPs) as necessary, conduct policy analysis, and develop policy recommendations on behalf of the HRPDC.

• Coordinate the compilation of regional data for MS4 permit annual reports to the appropriate regulatory authority.
LOCAL GOVERNMENT RESPONSIBILITIES

Under the terms of the Agreement, the signatory local governments are responsible for the following:

- Appoint one voting member and alternates, as appropriate, to the Regional Environmental Advisory Committee to represent the local government stormwater and water quality related concerns. Generally, the voting representative should be the MS4 permit or program administrator.

- Appoint a representative and alternates, as appropriate, to the stormwater education subcommittee of askHRGreen.org.

  Provide, in a timely fashion, all locally generated data required by their MS4 permits and such other data as may be necessary to accomplish locally requested services.

- Provide timely technical review of HRPDC analyses and conclusions.

- Participate in regional efforts to conduct public outreach and education activities in regard to the state’s TMDL study process and efforts to develop TMDL Implementation Plans for impaired waters lying within the locality or within watersheds that include the locality.

- Provide input on regulatory issues to HRPDC staff and serve on RAPs or provide input to the regional RAP representative as appropriate.

- Support HRPDC efforts to obtain additional funding to support the regional programs, to the extent that this may be accomplished without creating a conflict of interest, as determined by the signatory local governments.

- Provide annual funding to support the agreed-upon regional program.

METHOD OF FINANCING

Program costs will be allocated on a pro-rata basis among the local governments. Annual costs will be allocated according to a formula reflecting the local share of regional population. Costs for additional projects or services will be allocated based on a formula developed by the HRPDC staff and approved by the HRPDC with the concurrence of the signatory local governments. The most current estimate of population developed by the Weldon Cooper Center for Public Service/Virginia Employment Commission will be used as the population base for allocating program costs. Local contributions may be adjusted on an annual basis to reflect program experience and projected program expenditures necessary to satisfy permit requirements and local needs. A locality will not be assessed for any services which it refuses in writing.
Individual local governments may request specific services from the HRPDC, which are in excess of the program elements common to all participants. The cost of such services will be borne by the requesting locality or localities.

Financial support from other entities, such as state and federal agencies, and the private sector, may be sought and obtained to support the activities of the Hampton Roads Regional Stormwater Management Program, to the extent that this may be accomplished without creating a conflict of interest, as determined by the signatory local governments..

**AVAILABILITY OF FUNDS**

Performance by the HRPDC of its responsibilities under this Agreement is subject to the availability of funding from the signatory local governments. Failure of the local governments to provide the necessary funding to support these activities will constitute a Notice to Modify or Terminate the Agreement.

**MODIFICATIONS**

Modifications to this Memorandum of Agreement must be submitted in writing, approved by the HRPDC, and accepted by all signatories.

**DURATION AND TERMINATION**

This Agreement will have a term of five years, extending from the date of full execution of the renewed Agreement by the signatories or June 30, 2013, whichever occurs last through June 30, 2018. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual appropriations.

No later than January 1, 2018, the signatories will institute a formal reevaluation of the Hampton Roads Regional Stormwater Management Program. This reevaluation will serve as the basis for appropriate modification of the Agreement and the Hampton Roads Regional Stormwater Management Program.

Any signatory may terminate its participation in the Hampton Roads Regional Stormwater Management Program by written Notice To Terminate to all other parties. Such termination will be effective with the start of the following Fiscal Year. Depending upon the terms of individual VSMP permits, termination of participation in the Hampton Roads Regional Stormwater Management Program in the middle of a permit term may result in changes to permit conditions and require renegotiation of the individual locality’s VSMP permit from the state (Virginia Department of Conservation and Recreation).

**OWNERSHIP OF PROPERTY**

It is not the intent of the signatories that the Memorandum of Agreement will result in the purchase, ownership, leasing, holding or conveying of any real property.
INDEMNITY

It is the intent of the signatories that no signatory will be held liable for any damage or associated penalties caused by or associated with the failure of any other signatory to discharge its duties or to exercise due diligence in discharging its duties under this Agreement, and that no signatory, by entering this Agreement, waives any defenses or immunities available to it at law, including, but not limited to, those set forth in Section 15.2-970 of the Code of Virginia.

It is the intent of the signatories that no signatory will be held liable for any damage or associated penalties caused by or associated with the failure of any other signatory to comply with the terms and conditions of the signatory’s VSMP permit.
LIST OF SIGNATORIES

Signature pages will be signed in counterparts.

CITY OF CHESAPEAKE
CITY OF FRANKLIN
GLOUCESTER COUNTY
CITY OF HAMPTON
ISLE OF WIGHT COUNTY
JAMES CITY COUNTY
CITY OF NEWPORT NEWS
CITY OF NORFOLK
CITY OF POQUOSON
CITY OF PORTSMOUTH
SOUTHAMPTON COUNTY
CITY OF SUFFOLK
SURRY COUNTY
CITY OF VIRGINIA BEACH
CITY OF WILLIAMSBURG
YORK COUNTY
TOWN OF SMITHFIELD
TOWN OF WINDSOR
HAMPTON ROADS PLANNING DISTRICT COMMISSION

This listing of participants will be followed by individual signature pages.
CITY OF CHESAPEAKE

By: [Signature]
City Manager

Date: 5/30/13

Date: 5/30/13

Attest: [Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By: [Signature]

Date: 8/19/13

Date: 08/19/13

Attest: [Signature]
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

GLOUCESTER COUNTY

By: 

Date: July 3, 2013

Date: July 3, 2013

Attest: Patricia L. Crown
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

CITY OF HAMPTON

By: ________________________________
   Mary B. Bunting, City Manager

Date: 6/13/13

ATTEST:

__________________________________
   Clerk of Council

Date: 6/17/13

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to legal form and sufficiency
Date: 06.12.2013
Attorney
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

ISLE OF WIGHT COUNTY
BOARD OF SUPERVISORS

W. Douglas Caskey
County Administrator

Attest:
Carey Mills Storm, Clerk

Approved as to Form:
Mark C. Popovich
County Attorney
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING DISTRICT COMMISSION

By: [Signature]

Date: 6/28/2012

Date: 6/28/2013

Attest: [Signature]

APPROVED AS TO FORM

[Signature]

ASST. COUNTY ATTORNEY

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NEWPORT NEWS

By: [Signature]

Date: 7/22/13

Date: 7/23/2013

Attest: [Signature]

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF POQUOSON

By: [Signature]
Mayor

Date: 4/22/13

Date: 4/22/13

Attest: [Signature]
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By: [Signature]

Date: July 16, 2013

Date: [Signature]

Attest: [Signature]

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By:

Peter M. Stephenson
Smithfield Town Manager

Date: June 4, 2013

Date: 6-4-13

Attest: Leslie J. King

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

SOUTHAMPTON COUNTY

By: _______________________________________

Date: 8/28/2013

Attest: __________________________

Date: 8/28/2013

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and
the Executive Director of the Hampton Roads Planning District Commission hereby
execute this Agreement.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By: [Signature]

Date: 06/06/13

Date: 06/06/13

Attest: Deborah E. Minnick

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and
the Executive Director of the Hampton Roads Planning District Commission hereby
execute this Agreement.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION

By: Tyrone W. Franklin

Date: 7-11-13

Attest:

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

City of Virginia Beach

By: [Signature]

City Manager or Designee

Date: May 30, 2013

Attest: [Signature]

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

CITY OF WILLIAMSBURG

By: [Signature]

Date: 7/11/13

Date: July 11, 2013

Attest: [Signature]

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and
the Executive Director of the Hampton Roads Planning District Commission hereby
execute this Agreement.

COUNTY OF YORK, VIRGINIA

By: 

Date: 6-14-13

Date: 6-14-13

Attest: 

Approved as to form:

County Attorney

Revised April 3, 2013
IN WITNESS THEREOF, the Chief Administrative Officer of the local governments and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING DISTRICT COMMISSION

By: Dwight L. Turner

Date: Sept. 4, 2013

Date: 9/4/13

Attest: [Signature]

Revised April 3, 2013
HRPDC/USGS Monitoring Agreement
MEMORANDUM OF AGREEMENT
ESTABLISHING THE
HAMPTON ROADS REGIONAL WATER QUALITY MONITORING PROGRAM

This Memorandum of Agreement ("Agreement") is entered into this First day of March, 2014 by and among the Cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, and Virginia Beach (individually, the "Locality," collectively, the "Localities") and the Hampton Roads Planning District Commission ("HRPDC").

WHEREAS, Sections 15.2-4200, et seq. of the Code of Virginia enables local governments to establish Planning District Commissions; and

WHEREAS, the Localities, in common with several other local governments in the region, have acted, pursuant to Sections 15.2-4200, et seq. of the Code of Virginia, to establish the HRPDC; and

WHEREAS, the HRPDC has been requested and has undertaken various studies to support local government stormwater management programs, including compliance with Virginia Stormwater Management Program ("VSMP") and the Municipal Separate Storm Sewer ("MS4") Permits; and

WHEREAS, the Localities have requested the HRPDC to coordinate a regional water quality monitoring program; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, and obligations contained herein, the Localities and HRPDC hereby enter into this Agreement for the purposes of establishing and maintaining the Hampton Roads Regional Water Quality Monitoring Program.

BASIC PREMISES

The Localities initially received Virginia Pollutant Discharge Elimination System ("VPDES") Permits in 1996. Those permits, which were renewed in 2001, govern the discharges from the individual Locality's MS4s to waters of the state and impose certain operational and reporting requirements on those systems. These permits are renewable on a five (5) year basis, and the Localities applied for renewed permits in 2005. The Localities continue to operate programs under administratively continued permits. Permit renewals are expected in 2014.

The Localities are interested in monitoring stormwater in a manner which quantifies the nitrogen, phosphorus, and sediment loads associated with specific land uses in Hampton Roads.

The objective of the Regional Water Quality Monitoring Program is to collect data at a regional scale that will accurately measure the amount of nutrient and sediments delivered to waterways by the local MS4 systems. The data would be submitted to the
Virginia Department of Environmental Quality ("DEQ") and/or the Chesapeake Bay Program for updates to improve the accuracy of existing computer models, provide a basis upon which to administer local stormwater programs with a greater degree of precision, and improve action plans to meet the Chesapeake Bay total maximum daily load ("TMDL") and other local TMDLs for impaired waters.

The Regional Water Quality Monitoring Program is based on a five-year work plan with acquisition of monitoring equipment and services amortized over the entire term of the initial program.

**HRPDC RESPONSIBILITIES**

Under the terms of this Agreement, the HRPDC staff is responsible for the following:

- Provide technical support related to water quality monitoring issues to local government staff.

- Provide the necessary administrative, technical, and clerical resources to support program activities.

- Prepare an annual budget for the Hampton Roads Regional Water Quality Monitoring Program.

- Assist the signatories in coordinating communication on monitoring activities to state and federal agencies to ensure that program goals are met.

- Take steps, in conjunction with the Localities, to obtain financial support for program activities from outside sources, including federal, state, and private grants, to the extent that this objective may be accomplished without creating a conflict of interest, as determined by the Localities.

- Contract with the Hampton Roads Sanitation District ("HRSD") and the United States Geological Survey ("USGS") to provide sampling and data analysis required by the regional program.

- Provide the raw data from all monitoring devices directly to the Localities.

- Prepare annual program reports, or components thereof, which comply with the provisions of the MS4 permits and stormwater management programs of the Localities.

- Facilitate the use of the monitoring data in the local TMDL studies being prepared through the DEQ and the United States Environmental Protection Agency and facilitate preparation of TMDL Implementation Plans for impaired waters in the Hampton Roads Region, if requested.
LOCAL GOVERNMENT RESPONSIBILITIES

Under the terms of the Agreement, the Localities are responsible for the following:

- Appoint a representative to serve on the steering committee for the Regional Water Quality Monitoring Program to represent the local government stormwater and water quality related concerns.

- Provide timely technical review of HRPDC analyses and conclusions.

- Provide input on monitoring site selection and land use characterization to support HRSD's sampling and USGS data analysis.

- Provide annual funding to support the agreed-upon regional program, subject to appropriation.

METHOD OF FINANCING

Program costs will be divided equally between the Localities, and the annual cost to each Locality for each year of the five year term of this Agreement is estimated at $84,000. Local contributions may be increased above this annual estimate to reflect program needs only upon modification of this Agreement.

Financial support from other entities, such as federal and state agencies, and the private sector, may be sought and obtained to support the activities of the Hampton Roads Regional Water Quality Monitoring Program, to the extent that this financing effort may be accomplished without creating a conflict of interest, as determined by the Localities.

AVAILABILITY OF FUNDS

Performance by the HRPDC of its responsibilities under this Agreement is subject to the availability of funding from the Localities. The Localities' failure to provide the necessary funding to support these activities will constitute a Notice to Modify or Terminate the Agreement.

MODIFICATIONS

Modifications to this Agreement must be submitted in writing, approved by the HRPDC, and accepted by all signatories.

DURATION AND TERMINATION

This Agreement will have a term of five (5) years, extending from the date of full execution of the Agreement by the signatories. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject
to annual appropriations.

Any signatory may terminate its participation in the Hampton Roads Regional Water Quality Monitoring Program by written Notice to Terminate to all other parties. Such termination will be effective with the start of the following fiscal year. Depending upon the terms of individual MS4 permits, termination of participation in the Hampton Roads Regional Stormwater Management Program in the middle of a permit term may result in changes to permit conditions and require renegotiation of the individual locality’s MS4 permit from DEQ.

OWNERSHIP OF PROPERTY

It is not the intent of the signatories that this Agreement will result in the purchase, ownership, leasing, holding, or conveying of any real property, other than those real property rights necessary for the location of the monitoring equipment. At the option of the locality, the equipment paid for by the Localities will be the property of the locality in which the equipment is located.

INDEMNITY

It is the intent of the signatories that no signatory will be held liable for any damage or associated penalties caused by or associated with the failure of any other signatory to discharge its duties or to exercise due diligence in discharging its duties under this Agreement, and that no signatory, by entering this Agreement, waives any defenses or immunities available to it at law, including, but not limited to, those set forth in Section 15.2-970 of the Code of Virginia.

It is the intent of the signatories that no signatory will be held liable for any damage or associated penalties caused by or associated with the failure of any other signatory to comply with the terms and conditions of the signatory’s MS4 permit.

SEVERABILITY

If any provision in this Agreement is determined by a court of competent jurisdiction to be invalid and unenforceable, then the remaining provisions shall survive and remain valid and enforceable.

DISPUTE RESOLUTION AND APPLICABLE LAW

This Agreement shall be governed, interpreted and enforced by the laws of the Commonwealth of Virginia. In the event of a dispute between any parties arising out of or related to the Agreement, the parties agree to submit any cause of action to mediation upon consent of all necessary parties, or, to a court with competent jurisdiction located in the corporate limits of one of the member Localities.
LIST OF SIGNATORIES

Signature pages will be signed in counterparts.

CITY OF CHESAPEAKE
CITY OF HAMPTON
CITY OF NEWPORT NEWS
CITY OF NORFOLK
CITY OF PORTSMOUTH
CITY OF VIRGINIA BEACH
HAMPTON ROADS PLANNING DISTRICT COMMISSION

This listing of participants will be followed by individual signature pages.
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS PLANNING DISTRICT COMMISSION

By: [Signature]

Date: 2/14/14

Date: 2/14/14

Attest: [Signature]
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF CHESAPEAKE

By: [Signature]

Date: 4/14/14

Date: 4/14/14

Attest: [Signature]

APPROVED AS TO FORM

[Signature]

February 2014
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF HAMPTON

By: Mary B. Bunting

Mary B. Bunting, City Manager

Date: 8/1/2014

Attest:

Clerk of Council

Date: 8/1/2014

Approved as to Content:

Department of Public Works

Date: 8/1/2014

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY

Approved as to legal form and sufficiency

Date: 8/1/2014

Attorney

February 2014
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NEWPORT NEWS

By: [Signature]

City Manager

Date: 4/28/14

ATTEST: 

[Signature]

City Clerk

Date: 4/28/14

APPROVED AS TO FORM:

[Signature]

City Attorney
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NORFOLK

By: 

Date: 3/10/14

Date: 3/12/14

Attest: 
City Clerk

Approved as to Form & Correctness

Cynthia B. Hall, Deputy City Attorney
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF PORTSMOUTH

By: [Signature: John A. Broach]

Date: MARCH 14, 2014

Date: 3/17/14

Attest: [Signature: Debra G. White]
IN WITNESS THEREOF, the duly authorized Chief Administrative Officer of the Localities and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF VIRGINIA BEACH

By:  

Date:  July 10, 2014

Date:  August 12, 2014

Attest:  

APPROVED AS TO CONTENT:

Department of Public Works

APPROVED AS TO LEGAL SUFFICIENCY:

City Attorney's Office

February 2014
Appendix C: Stormwater Project Summary
### Table C-1. Stormwater Project List

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Type of SWMF</th>
<th>Treated Impervious Acres</th>
<th>Treated Pervious Acres</th>
<th>Total Treated Acres</th>
<th>Condition of Downstream Channel</th>
<th>Estimated Pounds of Total Phosphorus Removed</th>
<th>Estimated Pounds of Total Nitrogen Removed</th>
<th>Estimated Pounds of Total Suspended Solids Removed</th>
<th>Feasibility of Implementation</th>
<th>Estimated Cost ($)</th>
</tr>
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<tbody>
<tr>
<td><strong>Construction Complete</strong></td>
<td></td>
<td></td>
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<td>Mill Dam Creek Stream Restoration</td>
<td>Stream Restoration</td>
<td>59.28</td>
<td>44.72</td>
<td>104</td>
<td>Adequate</td>
<td>80.04</td>
<td>235.40</td>
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<td>Manufactured Treatment Device - Filtering</td>
<td>0.35</td>
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<td>Adequate</td>
<td>0.15</td>
<td>3.69</td>
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<td>173,000</td>
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<td><strong>In Design</strong></td>
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<td>Kemps Lake SWMF Retrofit</td>
<td>Level II Wet Pond</td>
<td>641</td>
<td>391</td>
<td>1032</td>
<td>Adequate</td>
<td>300.65</td>
<td>880.50</td>
<td>51,625</td>
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<td>5,600,000</td>
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<td><strong>Scoping Projects</strong></td>
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<td>Chatham Lake SWMF Retrofit Project</td>
<td>Level II Wet Pond</td>
<td>135</td>
<td>105</td>
<td>240</td>
<td>Adequate (60&quot; pipe)</td>
<td>68.15</td>
<td>243.76</td>
<td>15,974</td>
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<td>1,525,000</td>
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<td>Pembroke Meadows Park at Alfriends Trail Stream Restoration</td>
<td>Stream Restoration</td>
<td>1.31</td>
<td>3.94</td>
<td>5.25</td>
<td>Adequate (LR Western Branch)</td>
<td>23.80</td>
<td>26.25</td>
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<td>Good</td>
<td>371,000</td>
</tr>
<tr>
<td>Project Name</td>
<td>Type of SWMF</td>
<td>Treated Impervious Acres</td>
<td>Treated Pervious Acres</td>
<td>Total Treated Acres</td>
<td>Condition of Downstream Channel</td>
<td>Estimated Pounds of Total Phosphorus Removed</td>
<td>Estimated Pounds of Total Nitrogen Removed</td>
<td>Estimated Pounds of Total Suspended Solids Removed</td>
<td>Feasibility of Implementation</td>
<td>Estimated Cost ($)</td>
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<td>Lynnhaven Park Constructed Wetlands Project</td>
<td>Level I Constructed Wetlands</td>
<td>11.75</td>
<td>9.04</td>
<td>19.57</td>
<td>Adequate (Mill Dam Creek)</td>
<td>15.15</td>
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<td>Hilllock Crossing Park</td>
<td>Level I Wet Pond</td>
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<td>Adequate (36&quot; pipe)</td>
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<td>Bayville Park SWMF Retrofit Project</td>
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<td>120</td>
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<td>Adequate (24&quot; pipe)</td>
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<td>11,098</td>
<td>Good</td>
<td>1,921,000</td>
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<td>Baxter Road Stream at Kempsville Elementary School</td>
<td>Stream Restoration</td>
<td>246</td>
<td>248</td>
<td>494</td>
<td>Adequate (channel)</td>
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<td>93.75</td>
<td>387,480</td>
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