

## **AGREEMENT CREATING THE EASTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**

WHEREAS, the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400. et seq., Code of Virginia, 1950, as amended (the “Act”) was enacted by the General Assembly of the Commonwealth of Virginia to provide a regional authority mechanism for member localities of such an authority to cooperate in developing, owning, and operating one or more facilities through combined action; and

WHEREAS, the exercise of the power granted by 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) have determined that joint action through a regional industrial facility authority will facilitate the development of needed and desired facilities in the Region; and

WHEREAS, pursuant to the Act, the governing bodies of the County of Gloucester, the City of Hampton, the County of James City, the City of Newport News, the City of Poquoson, the City of Williamsburg and the County of York (each, a “Member Locality” and collectively, the “Member Localities”) by adoption of concurrent ordinances, have proposed to create the Eastern Virginia Regional Industrial Facility Authority (the “Authority”) for the purpose of enhancing the economic base for the Member Localities by developing, owning, and operating one or more facilities 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 Eastern Virginia Regional Industrial Facility Authority (this “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 follows.

### **ARTICLE 1 NAME AND OFFICE**

The name of the authority shall be the “**Eastern Virginia Regional Industrial Facility Authority**” (the “Authority”), and the address of its initial office is c/o York County Economic Development Authority, P.O. Box 532, Yorktown, Virginia 23690.

ARTICLE 2  
PARTIES TO THE EASTERN VIRGINIA  
REGIONAL INDUSTRIAL FACILITY AUTHORITY AGREEMENT

1. The initial Member Localities of the Authority are:

County of Gloucester  
City of Hampton  
County of James City  
City of Newport News  
City of Poquoson  
City of Williamsburg  
County of York

2. At any time subsequent to the creation of this Authority, the membership of the Authority may, with the approval of the Authority Board, be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance proposing to join the Authority that conforms to the requirements established by Section 15.2-6402 of the Code of Virginia. The admission of such additional member shall be completed upon the Authority Board approving the admission, after presented with the requisite ordinance adopted by such locality, which then shall be a Member Locality for all purposes, and with all rights, under this Agreement and the Bylaws (as defined below).

ARTICLE 3  
FINDINGS AND PURPOSE OF THE AUTHORITY

The Member Localities agree that this Authority has been established for the following purpose and function.

1. The Member Localities agree that the creation of the Authority provides a mechanism for the Member Localities to cooperate in the development of facilities needed and desired in 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, while recognizing the regional benefit of the Member Localities' economic development projects.

3. The Authority shall be nonprofit and no part of its earnings remaining after payment of its expenses and fulfillment of commitments in furtherance of the Authority's purposes shall inure to the benefit of any individual, firm or corporation, and if the Authority is dissolved in accordance with the provisions of the Act, the title to all funds and

other property owned by the Authority shall vest in the Member Localities which have contributed to the Authority in proportion to their respective contributions as provided by the Act. In order to benefit from the dissolution, the Member Locality must be in good standing with this Agreement, the Authority's Bylaws and other documents describing the Member Localities' obligations to the Authority.

4. The Act provides the Member Localities with powers by which the Member Localities may interact as one body or as individual participating groups consisting of more than one Member Locality of the Authority which the members believe will give each local government an opportunity to establish successful partnerships for the development of economic projects which will serve the region.

5. The governing body of each Member Locality has found that the economic growth and development of the localities, and the comfort, convenience and welfare of the citizens of the Member Localities require the development of facilities and that joint action through the Authority will facilitate the development of such facilities.

#### ARTICLE 4 BOARD OF THE AUTHORITY

1. All powers, rights and duties conferred by the Act, or other provisions of law, upon the Authority shall be exercised by a Board of Directors, each of whom shall be a resident of the Commonwealth of Virginia (the "Board"). The Board shall consist of two board members from each Member Locality pursuant to Section 15.2-6403 (A) of the Act appointed by the governing body of each Member Locality. One Board member shall be an elected member of the locality's governing body. Each Board member shall serve for a term of four years and may be reappointed for as many terms as the Member Locality's governing body desires. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the Member Locality that appointed the Authority Board member shall appoint a successor to fill the unexpired term.

2. The governing body of each Member Locality may appoint up to two alternate Board members. An alternate may serve as an alternate for either Board member from the Member Locality that appoints the alternate. Alternates shall be appointed for terms that coincide with one or more of the Board members from the Member Locality that appoints the alternate. If either Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes at that meeting.

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

4. 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").

5. The Board shall submit an annual report of the Authority's activities of the preceding year to the governing bodies of the Member Localities, including a complete operating and financial statement.

6. The Board may establish dues or other annual financial fees for the operation of the Authority and its approved purposes ("**Operational Dues**") to be paid by the Member Localities. Such Operational Dues shall be approved by all Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, by appropriate resolutions or ordinances. Such Operational Dues shall be separate from amounts due in accordance with Participation Agreements (as defined in Article 5 below). No Board member shall receive compensation, but shall be reimbursed for actual expenses incurred in the performance of his or her duties from funds available to the Authority.

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

#### ARTICLE 5 PARTICIPATION AGREEMENTS FOR FACILITIES

1. The Authority may enter into participation agreements with more than one or more Member Localities by which any facilities allowed by the Act may be constructed, developed and operated in the Region ("**Participation Agreement(s)**"). Such Participation Agreements may include participation by public and private entities who are not Member Localities of the Authority ("**Other Participants**").

2. Each Member Locality may consider its terms in the participation in each proposed project. The cost for such Participation Agreements and any remuneration from the creation of a Participation Agreement shall only be shared by the Member Localities and Other Participants in accordance with the Participation Agreement for that project. The Authority may from time to time finance an economic development project (a "**Project**") pursuant to a Participation Agreement through the issuance of notes and bonds by the Authority ("**Bonds**"). Such Bonds shall be limited obligations of the Authority to be paid solely from revenues and receipts of that particular Project and from revenues that may be received pursuant to any Participation Agreement or other agreement related to the Project being financed, and may be secured by collateral encumbered or pledged in support of the financing ("**Project-Based Financing**"). Project-Based Financing is approved and consented to by the Member Localities. Any individual Member Locality may, at its discretion and as allowed by law, choose to enter into, or not enter into, a specific Project-Based Financing arrangement in support of any particular Project. Any Member Locality not entering into an agreement in support of a Project (i) shall have no monetary obligation or other duty or responsibility in relation to that Project, and (ii) its Member Locality status and participation in other Projects shall not be modified by any decision not to participate in any particular Project.

**ARTICLE 6  
DONATIONS; REMITTANCE OF TAX REVENUE;  
REVENUE SHARING AGREEMENTS**

1. Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, are hereby authorized to lend, or donate money or other property to the Authority for any of its purposes. The Member Locality, including (without limitation) by or through a Member Locality's Economic Development Authority, making the grant or loan may restrict the use of such grants or loans to a specific facility owned by the Authority within or outside of that Member Locality.

2. The governing body of the Member Locality in which a facility owned by the Authority is located may direct, by resolution or ordinance, that all tax revenues collected with respect to the facility shall be remitted to the Authority. Such revenues may be used for the payment of debt service on bonds of the Authority and other obligations of the Authority incurred with respect to such facility. The action of such governing body shall not constitute a pledge of the credit or taxing power of such Member Locality.

3. Notwithstanding the requirements of Chapter 34 of Title 15.2 of the Code of Virginia (Section 15.2-3400 et seq.), the Member Localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any facility owned by the Authority. The obligations of the parties to any such agreement shall not be construed to be debt within the meaning of Article VII, Section 10, of the Constitution of Virginia. Any such agreement shall be approved by a majority vote of the governing bodies of the Member Localities reaching such an agreement, but shall not require any other approval.

**ARTICLE 7  
BOND ISSUES**

The Authority may at any time issue bonds for any valid purpose, including the establishment of reserves and the payment of interest. Any such bonds issued pursuant to the Act shall comply with all terms and conditions identified in Sections 15.2-6409, 15.2-6410, 15.2-6411 and 15.2-6412 of the Code of Virginia, as amended.

**ARTICLE 8  
ACCOUNTS AND RECORDS**

The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes, provided that such accounts correspond as nearly as possible to the accounts and records for such matters maintained by corporate enterprises. The accounts and records of the Authority shall be subject to audit pursuant to Section 30-140 of the Code of Virginia and the costs of such audit services shall be borne by the Authority. The Authority's fiscal year shall be the same as the Commonwealth's.

**ARTICLE 9  
MEMBER LOCALITIES APPROVALS**

The Authority may request action or approvals by the governing bodies of the Member Localities for any appropriate matters or actions in accordance with the Act. The Authority shall not act without approvals of the governing bodies of the Member Localities for any of the following:

- (i) Participation Agreements for individual Projects in accordance with Article 5 of this Agreement;
- (ii) tax revenue remittances in accordance with Section 15.2-6406.B of the Act;
- (iii) revenue sharing agreements in accordance with Section 15.2-6407 of the Act and Article 6 of this Agreement;
- (iv) Operational Dues in accordance with Article 4, Section 6 of this Agreement;
- (v) Any modification of the Board provisions in Article 4 Sections 1 and 2 of this Agreement; and
- (vi) Any other requirement or limitation as may be imposed by the Act, as may be amended.

**ARTICLE 10  
DISSOLUTION OF AUTHORITY**

1. Any Member Locality of the Authority may withdraw from the Authority (i) upon dissolution of the Authority as set forth herein, or (ii) with majority approval of all other Member Localities of the Authority, upon a resolution adopted by the governing body of such Member Locality and after satisfaction of such Member Locality's legal obligations, including repayment of its portion of any debt incurred with regard to the Authority, or after making contractual provisions for the repayment of its portion of any debt incurred with regard to the Authority, as well as pledging to pay any general dues for operation of the Authority for the current and succeeding fiscal year following the effective date of withdrawal.

No Member Locality seeking withdrawal shall retain, without the consent of a majority of the remaining Member Localities, any rights to contributions made by such Member Locality, to any property held by the Authority or to any revenue sharing as allowed by the Act.

Upon withdrawal, the withdrawing Member Locality also shall return to the Authority any dues or other contributions refunded to such Member Locality during its membership in the Authority.

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 sufficient amount of approved securities has been deposited for their repayment, 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 (i) in the Member Localities which have contributed to the Authority in proportion to their respective contributions, (ii) as stated in the Authority's dissolution resolution(s), or (iii) as otherwise mutually agreed upon by the Member Localities.

## ARTICLE 11 MISCELLANEOUS

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. No such amendment shall reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement. All amendments shall 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 not later than ten (10) days after final approval of all Member Localities.

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.

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.

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.

This Agreement is effective November 8, 2018.

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: [Signature] 11/8/18  
Name: J. BRENT FEDORS  
Title: COUNTY ADMINISTRATOR

ATTEST:

By: [Signature]  
Name: PATRICIA L. CRONIN  
Title: DEPUTY CLERK

Approved as to form:

By: [Signature]  
Edwin N. Wilmot, County Attorney

*[Signatures continue on 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.

CITY OF HAMPTON

By: Mary B. Bunking  
Name: Mary B. Bunking  
Title: City Manager

ATTEST:

By: Katherine K. Glass  
Name: Katherine K. Glass  
Title: Clerk of Council


Approved as to form:

By: Cheran Cordell Ivery  
Cheran Cordell Ivery, City Attorney

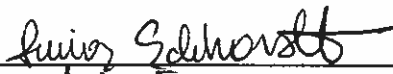
*[Signatures continue on next page]*

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COUNTY OF JAMES CITY

By:   
Name: Scott A. Stevens  
Title: County Administrator

ATTEST:

By:   
Name: ANIA ECKHARDT  
Title: ADMIN & FOIA OFFICER


Approved as to form:

By:   
Adam Kinsman, County Attorney

*[Signatures continue on next page]*

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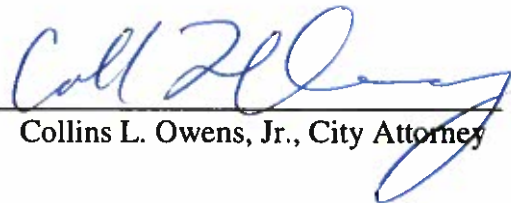
CITY OF NEWPORT NEWS

By:   
Name: Cynthia D. Rohlf  
Title: City Manager

ATTEST:

By:   
Name: Mabel Washington Jenkins  
Title: City Clerk

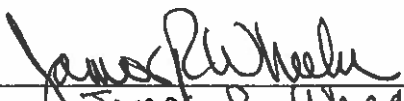
Approved as to form:

By:   
Collins L. Owens, Jr., City Attorney


*[Signatures continue on next page]*

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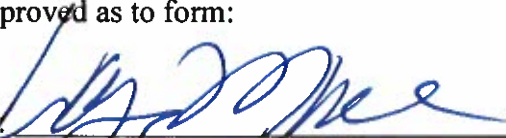
CITY OF POQUOSON

By:   
Name: James R. Wheeler  
Title: City Manager

ATTEST:

By:   
Name: Evie Insley  
Title: Assistant to the City Manager/City Clerk

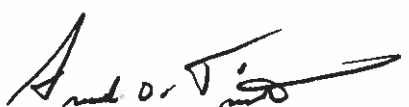
Approved as to form:

By:   
Wayne Moore, City Attorney


*[Signatures continue on next page]*

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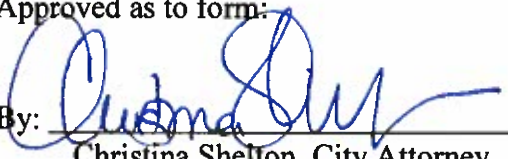
CITY OF WILLIAMSBURG

By:   
Name: Andrew O. Trivette  
Title: Interim City Manager

ATTEST:

By:   
Name: Debi Burcham  
Title: Clerk of Council


Approved as to form:

By:   
Christina Shelton, City Attorney

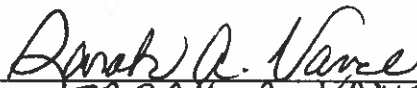
*[Signatures continue on next page]*

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COUNTY OF YORK

By:   
Name: NEIL A. MORGAN  
Title: County Administrator

ATTEST:

By:   
Name: SARAH A. VANCE  
Title: ADMINISTRATIVE COORDINATOR

Approved as to form:

By:   
James Barnett, County Attorney

**EXHIBIT A**

**BYLAWS**

**EASTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY  
BYLAWS**

**ARTICLE I**

**NAME; FORMATION; POWERS OF AUTHORITY; CERTAIN DEFINITIONS**

Section 1

The name of the authority (the “**Authority**”) shall be “Eastern Virginia Regional Industrial Facility Authority.”

Section 2

The Authority was formed in accordance with the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400 et seq., Code of Virginia, 1950, as amended (the “**Act**”). The initial Member Localities have entered into that certain Agreement Creating the Eastern Virginia Industrial Facility Authority as the same may be amended from time to time (the “**RIFA Agreement**”).

Section 3

The Authority is vested with the powers of a body corporate, including the power to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient. In addition to additional powers set forth in the Act, the Authority may:

1. adopt bylaws, rules and regulations to carry out the provisions of the Act;
2. employ, either as regular employees or as independent contractors, consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professional personnel, personnel, and agents as may be necessary in the judgment of the Authority, and fix their compensation;
3. determine the locations of, develop, establish, construct, erect, repair, remodel, add to, extend, improve, equip, operate, regulate, and maintain facilities to the extent necessary or convenient to accomplish the purposes of the Authority;
4. acquire, own, hold, lease, use, sell, encumber, transfer, or dispose of, in its own name, any real or personal property or interests therein;
5. invest and reinvest funds of the Authority;



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;
7. expend such funds as may be available to it for the purpose of developing facilities, including but not limited to (i) purchasing real estate; (ii) grading sites; (iii) improving, replacing, and extending water, sewer, natural gas, electrical, and other utility lines; (iv) constructing, rehabilitating, and expanding buildings; (v) constructing parking facilities; (vi) constructing access roads, streets, and rail lines; (vii) purchasing or leasing machinery and tools; and (viii) making any other improvements deemed necessary by the Authority to meet its objectives;
8. fix and revise from time to time and charge and collect rates, rents, fees, or other charges for the use of facilities or for services rendered in connection with the facilities;
9. borrow money from any source for any valid purpose, including working capital for its operations, reserve funds, or interest; mortgage, pledge, or otherwise encumber the property or funds of the Authority; and contract with or engage the services of any person in connection with any financing, including financial institutions, issuers of letters of credit, or insurers;
10. issue bonds under the Act;
11. accept funds and property from the Commonwealth of Virginia (the "**Commonwealth**"), persons, counties, cities, and towns and use the same for any of the purposes for which the Authority is created;
12. apply for and accept grants or loans of money or other property from any federal agency for any of the purposes authorized in the Act and expend or use the same in accordance with the directions and requirements attached thereto or imposed thereon by any such federal agency;
13. make loans or grants to, and enter into cooperative arrangements with, any person, partnership, association, corporation, business or governmental entity in furtherance of the purposes of the Act, for the purposes of promoting economic and workforce development, provided that such loans or grants shall be made only from revenues of the Authority that have not been pledged or assigned for the payment of any of the Authority's bonds, and to enter into such contracts, instruments, and agreements as may be expedient to provide for such loans, and any security therefor. The word "revenues" as used in this subsection includes grants, loans, funds and property, as set out in subsections 11 and 12;
14. enter into agreements with any other political subdivision of the Commonwealth for joint or cooperative action in accordance with Section 15.2-1300 of the Code of Virginia, 1950, as amended; and

15. do all things necessary or convenient to carry out the purposes of the Act.

#### Section 4

Capitalized terms used in these Bylaws and not otherwise defined shall have the meanings prescribed in the Act.

### ARTICLE II BOARD

#### Section 1

The Authority shall be governed by a board as prescribed in Section 15.2-6403 of the Act and provided in the RIFA Agreement (the “**Board**”). The Board shall consist of such number of Board members as provided in the RIFA Agreement. Board members and alternate Board members shall be appointed and shall serve for such terms as provided in the RIFA Agreement. The chair (the “**Chair**”), vice chair (“**Vice Chair**”), treasurer (“**Treasurer**”) and secretary (“**Secretary**”) of the Board shall be appointed as provided in the RIFA Agreement.

#### Section 2

A. 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.

B. 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.

C. 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 also perform such other duties as may be assigned from time to time by the Board.

D. The Treasurer shall keep or cause to be kept complete and accurate books of account. Whenever required by the Board, the Treasurer shall render a financial statement showing all transactions of the Authority and the financial condition of the Authority. The Treasurer shall also perform such other duties as may be assigned from time to time by the Board.

#### Section 3

The Board may appoint an executive director (“**Executive Director**”) and such other staff who shall discharge such functions as may be directed by the Board. The Executive Director and any staff members shall be paid from funds received by the Authority.

#### Section 4

Each member of the Board shall, before entering upon the discharge of the duties of his or her office, take and subscribe to the oath prescribed in Section 49-1 of the Code of Virginia, 1950, as amended. Each member of the Board is an “officer” under the State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 et seq.) (“COIA”).

#### Section 5

Members of the Board shall be reimbursed for actual expenses incurred in the performance of their duties from funds available to the Authority. No Board member shall receive compensation.

#### Section 6

6.1 The regular meetings of the Board shall occur once every six 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 (Title 2.2, Chapter 37 of the Code of Virginia, 1950, as amended); and the Board and its committees may hold closed sessions as permitted therein.

6.2 A quorum for the transaction of business at any meeting of the Board shall exist when a majority of the Member Localities are represented by at least one member of the Board. Except as otherwise provided in these Bylaws, the affirmative vote of a quorum of the Board 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 of the duties of the Board.

6.3 The affirmative vote of members of the Board representing two-thirds of the total number of members of the Board (a “**Supermajority**”) shall be required for the following actions of the Board:

- (i) sale or transfer of all or substantially all of the Authority assets;
- (ii) causing or permitting the Authority to incur any indebtedness for borrowed money in excess of \$50,000 over the term of such borrowing (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;

- (iii) causing or permitting the Authority to make any loan, capital expenditure, call or other contribution with respect to any security, asset, venture or investment project or item held or engaged in by the Authority, or any series of related loans, expenditures, calls or other contributions, except pursuant to a budget that has been approved by a Supermajority;
- (iv) causing or permitting the Authority to enter into any contract or agreement with a term in excess of one year, other than in the ordinary course of business, or involving payments by or to the Authority in excess of \$50,000 over the term of such contract or agreement (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;
- (v) making any distributions of Authority cash or other property, except as specifically provided in the RIFA Agreement, these Bylaws or any Participation Agreement; and
- (vi) issuance of any Bonds by the Authority.

6.4 No member of the Board present shall abstain from voting unless the member has a conflict of interest in the matter being voted upon. For the purposes of this paragraph, a “conflict of interest” shall exist when there is an actual conflict: (1) pursuant to COIA; or (2) pursuant to any applicable policy adopted by the Authority; or (3) as stated by the member unless objected to by a vote of a quorum of the Board.

6.5 Any two or more Board members representing two 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.

### Section 7

The Authority’s fiscal year shall be the same as the fiscal year of the Commonwealth of Virginia. The Board, within one hundred twenty (120) days following the close of the fiscal year, shall submit an annual report of the Authority’s activities of the preceding year to the governing body 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. The Authority’s books and records shall be kept in such form as the Auditor of Public Accounts prescribes, but otherwise shall correspond as nearly as possible to accounts and records maintained by corporate enterprises, all subject to and in accordance with Section 15.2-6413 of the Act.

**ARTICLE III  
OFFICE OF AUTHORITY; TITLE TO PROPERTY**

The Board shall maintain the principal office of the Authority within a Member Locality. All records shall be kept at such office. The title to 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**

These Bylaws may be altered, amended or repealed only by an amendment, resolutions, or ordinance approved by the governing bodies of all Member Localities. No such amendment shall be inconsistent with the Act, the RIFA Agreement, or other applicable law, nor shall any such amendment reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement (as defined in the RIFA Agreement).

Adopted as of \_\_\_\_\_, 20\_\_\_\_  
for the Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

Attest:

\_\_\_\_\_  
, Secretary