

# Town of Vienna, Virginia

## Bacteria TMDL Action Plan for Difficult Run and Accotink Creek Submittal to DEQ – May 1, 2020



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# CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

  
Name

TOWN MANAGER  
Title

05/01/20  
Date

# Town of Vienna, Virginia

## Bacteria TMDL Action Plan for Difficult Run and Accotink Creek

May 1, 2020

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# Town of Vienna, Virginia

## Bacteria TMDL Action Plan for Difficult Run and Accotink Creek

May 1, 2020

### 1. Introduction

#### 1.1 Purpose

This Bacteria TMDL Action Plan for Difficult Run and Accotink Creek documents how the Town of Vienna intends to meet the “Local TMDL Special Condition” in Part II B of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s). The Town of Vienna’s most recent MS4 permit (VAR040066) issued by the Virginia Department of Environmental Quality (DEQ) became effective November 1, 2018. In accordance with the 2018 MS4 permit, the Town must update previously approved plans no later than 18 months after the effective permit date. This plan replaces the previous plan that was approved by DEQ on February 7, 2017.

The Town’s MS4 permit requires the development and implementation of action plans for impaired streams where a TMDL approved by the State Water Control Board assigns a waste load allocation (WLA) to the Town. A TMDL establishes the maximum amount of a pollutant that can enter a water body without violating water quality standards. A WLA represents the total pollutant loading that is allocated to a specific permitted source.

The Town has been assigned two WLAs for bacteria. The “Bacteria TMDL for the Difficult Run Watershed” affects MS4 regulated areas of the Town draining to Difficult Run. The “Fecal Coliform TMDL for Accotink Creek, Fairfax County, Virginia” affects MS4 regulated areas of the Town draining to Accotink Creek. Contamination by fecal coliform bacteria is the most common cause of water quality violations in Virginia streams. According to DEQ and the United States Geologic Survey “Although fecal coliform bacteria are not necessarily dangerous to humans, their presence in streams indicates that the water is contaminated with fecal waste from warm-blooded animals... For this reason, fecal coliform bacteria are known as ‘indicator organisms;’ their presence in recreational waters indicates an increased risk to human health.”<sup>1</sup> In Virginia, water quality standards for bacteria were changed in 2003 from more general fecal coliform bacteria to *E. coli* (*Escherichia coli*). *E. coli* is a subset of fecal coliform bacteria and is considered a better indicator of the pathogenic potential of contamination.

This plan addresses the requirements of the MS4 permit by: describing the WLAs assigned to the Town and the corresponding reduction requirements; identifying significant sources of the pollutants of concern discharging from the Town’s MS4; identifying best management practices (BMPs) to reduce the pollutants of concern in accordance with special permit requirements; calculating existing and planned pollutant reductions; developing outreach strategies to enhance the public’s ability to eliminate and reduce discharges of pollutants; and, establishing an implementation schedule for the permit term.

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<sup>1</sup> “Identifying Sources of Fecal Coliform Bacteria in Accotink Creek,” USGS and Virginia DEQ, undated.

### 1.2 Cooperative Approach with Fairfax County

The Town has entered into an agreement with Fairfax County to cooperate in the development and implementation of TMDL action plans. The agreement, included in Appendix A, was originally adopted by the Town of Vienna on October 28, 2013 and by Fairfax County on April 1, 2014. The agreement was updated by both parties effective March 8, 2017. While this TMDL action plan does not include cooperative approaches at this time, the Town reserves the right to develop and implement cooperative bacteria reduction strategies. Any changes in strategies will be reported to DEQ in the Town’s MS4 annual reports.

### 1.3 Permit Compliance Crosswalk

The Town’s original plan was prepared in accordance with the 2013 MS4 permit and DEQ Guidance Memo 16-2006 “TMDL Action Planning for Local TMDL Maximum Daily Loads,” published in April 2015. To maintain consistency, this plan largely reflects the original structure updated for new requirements in the 2018 MS4 permit. Table 1A provides an overview of the organization of this plan and how each section addresses the 2018 MS4 permit.

***Table 1A – Action Plan and Permit Compliance Crosswalk***

<b>Action Plan</b>	<b>Plan Element</b>	<b>2018 MS4 Permit</b>	
Section 1	Introduction		
Section 2.1	Overview of TMDLs	Part II B 3	a. The TMDL project name. b. The EPA approval date of the TMDL.
Section 2.2	Waste Load Allocation	Part II B 3	c. The wasteload allocated to the permittee (individually or in aggregate), and the corresponding percent reduction, if applicable.
Section 2.3	Identification of Significant Sources of Bacteria	Part II B 3	d. Identification of the significant sources of the pollutants of concern discharging to the permittee’s MS4 and that are not covered under a separate VPDES permit. For the purpose of this requirement, a significant source of pollutants means a discharge where the expected pollutant loading is greater than the average pollutant loading for the land use identified in the TMDL.
Section 2.4	Best Management Practices	Part II B 3	e. The BMPs designed to reduce the pollutants of concern in accordance with Parts II B 4, B 5, and B 6.
Section 2.5	Bacteria-Specific Permit Requirements	Part II B 3	f. Any calculations required in accordance with Part II B 4, B 5, or B 6.

Action Plan	Plan Element	2018 MS4 Permit	
		Part II B 4	a. If the permittee is an approved VSMP authority, the permittee shall select at least three strategies listed in Table 5 below designed to reduce the load of bacteria to the MS4. Selection of the strategies shall correspond to sources identified in Part II B 3 d.  b. [Not applicable].
Section 2.6	Outreach Strategy	Part II B 3	g. For action plans developed in accordance with Part II B 4 and B 5, an outreach strategy to enhance the public’s education (including employees) on methods to eliminate and reduce discharges of the pollutants.
Section 3	Schedule of Anticipated Actions	Part II B 3	h. A schedule of anticipated actions planned for implementation during this permit term.
Section 4	Opportunity for Public Comment	Part II B 7	Prior to submittal of the action plan required in Part II B 1, the permittee shall provide an opportunity for public comment proposed to meet the local TMDL action plan requirements for no less than 15 days.

## 2. Bacteria TMDL Action Plan

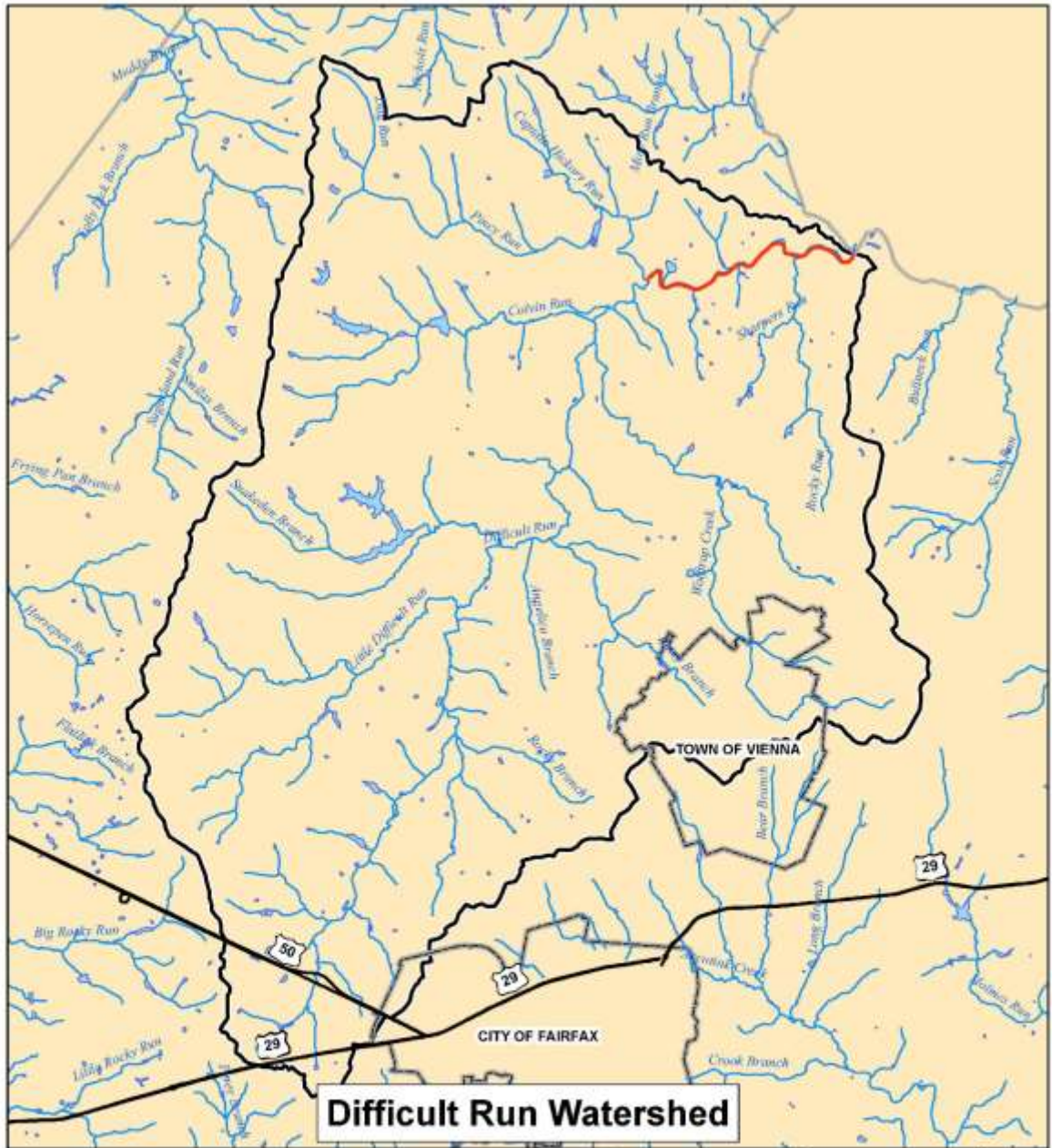
### 2.1 Overview of TMDLs

This TMDL action plan addresses two bacteria WLAs assigned to the Town of Vienna. The “Bacteria TMDL for the Difficult Run Watershed” was approved by the State Water Control Board on April 28, 2009 and by the U.S. EPA on November 7, 2008. The “Fecal Coliform TMDL for Accotink Creek, Fairfax County, Virginia” was approved by the State Water Control Board on June 17, 2004 and the U.S. EPA on May 31, 2002. Map 2A and Map 2B show the location of the Difficult Run and Accotink Creek watersheds in relation to the Town of Vienna and the surrounding area. Together, these watersheds drain the Town’s entire land area.



Difficult Run was listed as impaired on Virginia’s 303(d) TMDL Priority List and Reports because of violations of the state’s water quality standards for *E. coli* and fecal coliform bacteria. Accotink Creek was listed as impaired due to violations of the state’s water quality standard for fecal coliform bacteria.

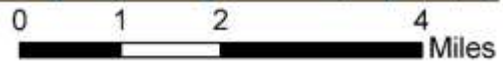


*Map 2A – Difficult Run Watershed*



**Legend**

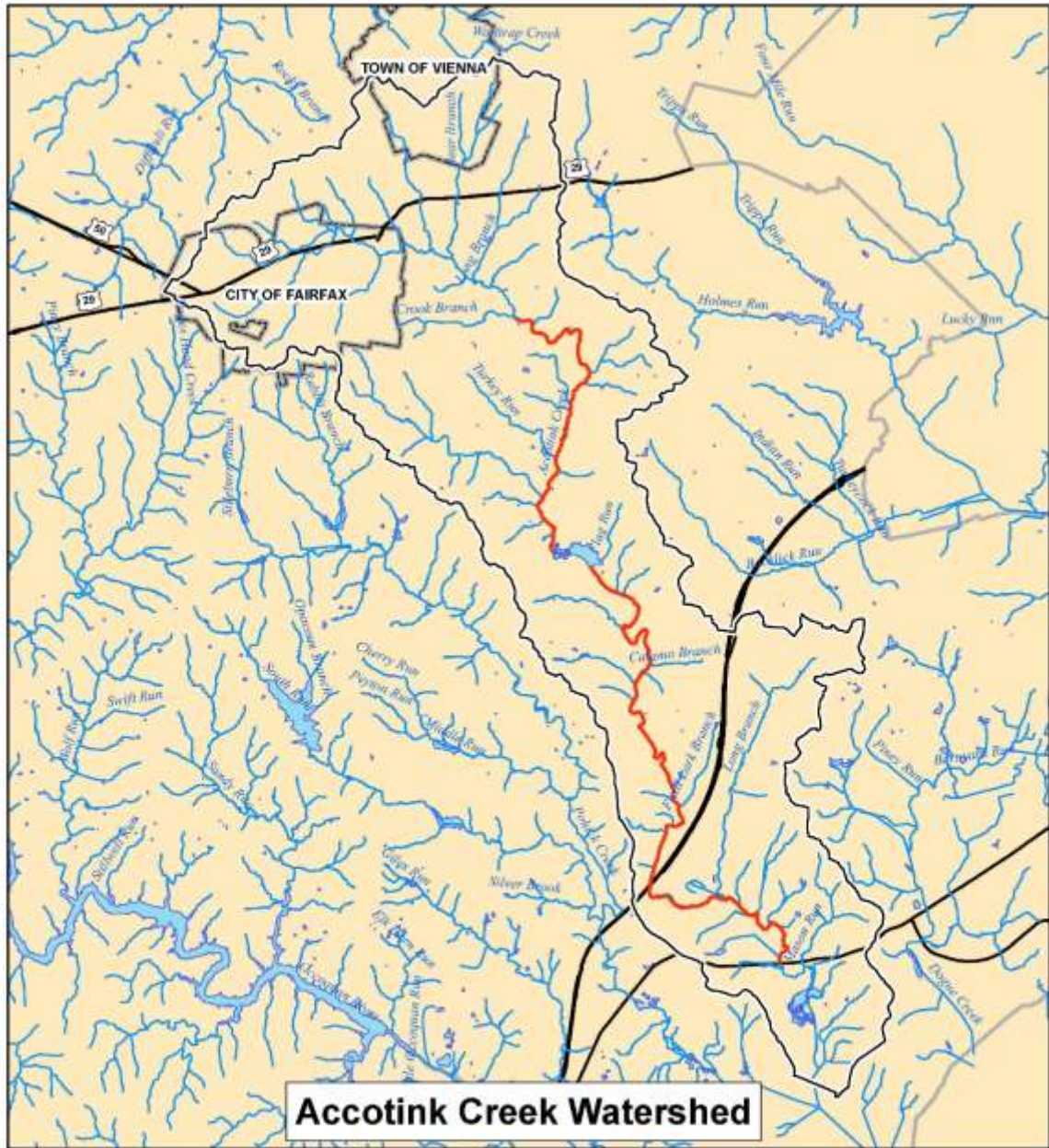
-  Impaired\_Bacteria selection
-  Waterbody
-  Major Roads
-  Political Boundary
-  Waterbody
-  Difficult Run Watershed



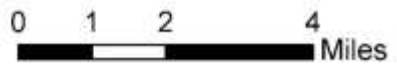
**wood.**








*Map 2B – Accotink Creek Watershed*



**Accotink Creek Watershed**



**Legend**

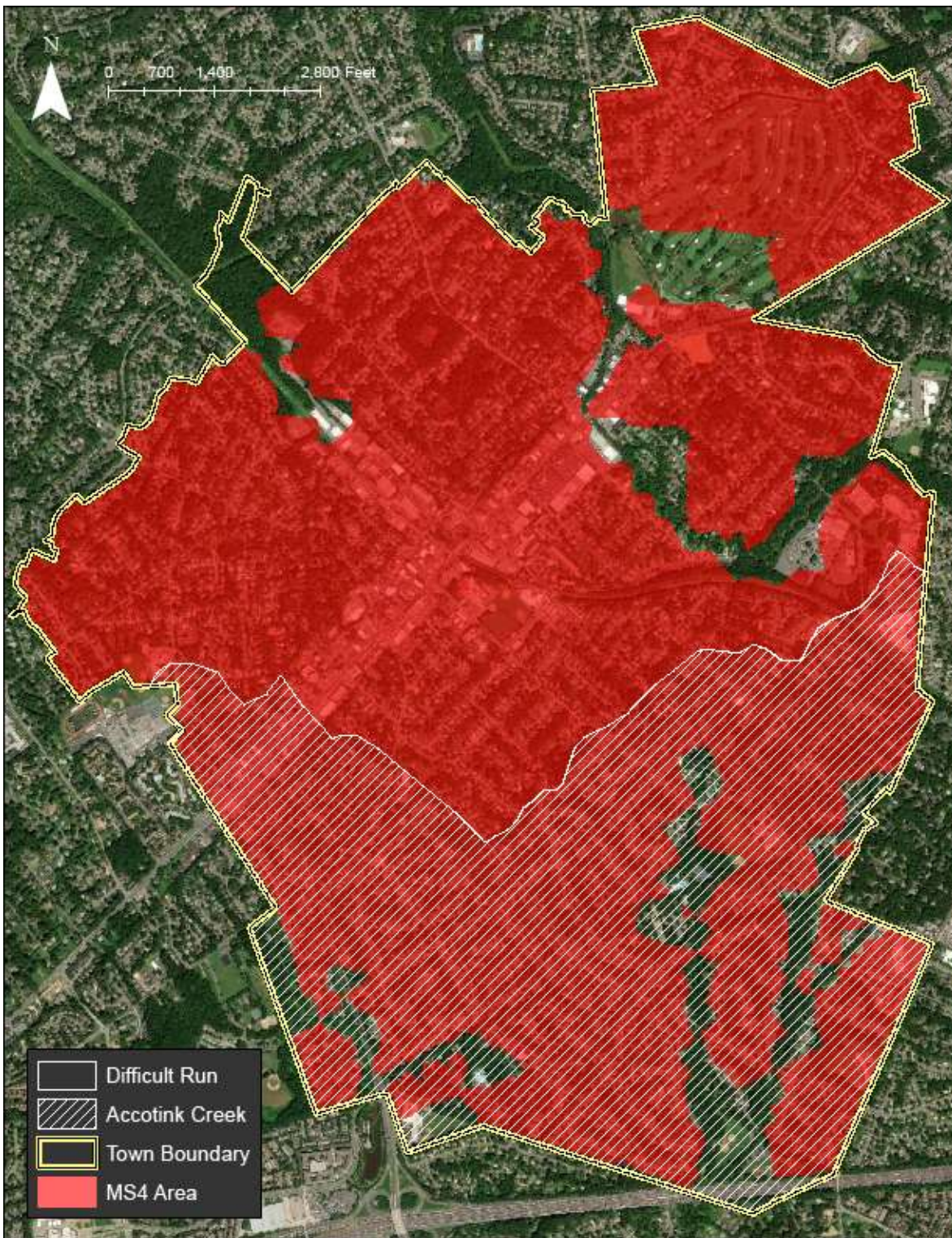
-  Impaired\_Bacteria selection
-  Major Roads
-  Waterbody
-  Political Boundary
-  Accotink Creek Watershed



**wood.**



*Map 2C – Town of Vienna MS4 Service Area*



## 2.2 Waste Load Allocations

The MS4 regulated area is defined in the MS4 permit as a system that discharges to waters of the Commonwealth that is owned or operated by the permittee. As a practical matter, the regulated MS4 area includes all of the Town with the exception of areas draining directly to a local stream without entering the Town’s storm sewer system. Map 2C shows the watersheds in relation to the Town’s MS4 service area.

### *Difficult Run Watershed*

The impaired segment of the Difficult Run watershed drains approximately 37,260 acres of Fairfax County, the City of Fairfax, and the Town of Vienna. The Town’s portion of the watershed is 1,683 acres, or approximately 4.5%. Major tributaries of Difficult Run in the Town are Wolftrap Creek and Piney Branch.

The WLA for MS4 permit holders in the Difficult Run watershed is aggregated. The existing load for MS4s is identified as 9.44E+13 cfu/year and the WLA is identified as 9.44E+12 cfu/year. This represents a 90% reduction from existing conditions. Table 2A summarizes existing and allocated bacteria loads from all MS4 sources in the Difficult Run watershed.<sup>2</sup>

***Table 2A – Difficult Run TMDL Aggregate Allocations for MS4s***

<b>Aggregated MS4s</b>	<b>Existing Bacteria Load (cfu/year)</b>	<b>Allocated Bacteria Load (cfu/year)</b>	<b>% Reduction</b>	<b>Load Reduction (cfu/year)</b>
Town of Vienna City of Fairfax Fairfax County VDOT Fairfax County Public Schools George Washington Memorial Parkway	9.44E+13	9.44E+12	90%	8.50E+13

### *Accotink Creek Watershed*

The impaired segment of the Accotink Creek watershed drains approximately 19,417 acres of Fairfax County, the City of Fairfax, and the Town of Vienna. The Town’s portion of the watershed is 1,133 acres, or approximately 5.8%. Major tributaries of Accotink Creek in the Town are Hunter’s Branch and Bear Branch.

Because the City of Fairfax and the Town of Vienna did not yet have MS4 permits when the TMDL was established in 2002, the entire WLA for Accotink Creek is assigned to Fairfax County’s MS4 and is estimated in the TMDL as the loading coming from the impervious land surface in the watershed, including areas of the Town. The existing load estimated for the Fairfax County MS4 is identified as

<sup>2</sup> Table 5-4 of the TMDL.

1.56E+15 col/year and the WLA is identified as 0.13E+15 col/year. This represents a 91.67% reduction from existing conditions. Table 2B summarizes the existing and allocated bacteria load attributed to the MS4 in the Accotink Creek watershed.<sup>3</sup>

**Table 2B – Accotink Creek TMDL Allocation to the Fairfax County MS4**

<b>MS4</b>	<b>Existing Bacteria Load (col/year)</b>	<b>Allocated Bacteria Load (col/year)</b>	<b>% Reduction</b>	<b>Load Reduction (cfu/year)</b>
Fairfax County	1.56E+15	0.13E+15	91.67%	1.43E+15

### 2.3 Identification of Significant Sources of Bacteria

The Difficult Run bacteria TMDL examined several potential sources of bacteria within the watershed. These included permitted point sources, failed septic systems, forests, cropland, pasture, cattle through direct deposition, wildlife through direct deposition, and MS4s. The primary source of bacteria assigned to the MS4 is pet waste (wildlife sources were assigned to forest and pasture land uses). In addition, all human sources of bacteria are expected to be eliminated, including those to the MS4.

The Accotink Creek bacteria TMDL approached identification of potential bacteria sources through the use of bacteria source tracking (BST), and specifically the use of a genetic fingerprinting analysis known as ribotyping. Dominant sources of bacteria identified in the Accotink Creek watershed included geese, humans, and dogs.

Pet waste can enter the MS4 when it is left on a surface that drains to a storm sewer. Off-leash dog parks are an example of a specific land use with a potential high risk for bacteria to enter into the MS4. The Town has one dog park (Vienna Dog Park/Moorefield Park), which is located in the Accotink Creek watershed. Other potential areas where bacteria from pet waste could be concentrated include those areas where owners are likely to walk their pets. This includes walking trails, public parks and open space, and private open space such as community association common areas.

Potential human sources of bacteria include failing septic systems and sanitary sewer cross-connections, spills, or leaks. The vast majority of the Town is connected to public sanitary sewer. All new construction must connect to the sanitary sewer in accordance with Chapter 14 “Sewers and Sewage Disposal” of the Town Code. Any remaining septic systems must meet the maintenance and pump out requirements of the Virginia Chesapeake Bay Preservation Area Designation and Management Regulations. Further, the Town has the authority under Chapter 14 of the Town Code to condemn and require conversion to public sanitary sewer any septic system that becomes a threat to health or public safety. With regard to the sanitary sewer system, the Town Department of Public Works maintains approximately 85 miles of pipe. DPW crews inspect and clean each sanitary sewer main on a routine basis. The Town has also enacted a rigorous dry weather outfall monitoring program designed to detect illicit connections. The Town’s program is described in its MS4 Program Plan, BMP 3.4. Any leaks or cross-connections are dealt with immediately.

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<sup>3</sup> Table 3 and Table 4 of the TMDL.



As required in the MS4 permit, the Town has reviewed publicly-owned properties to identify any significant sources of bacteria. A source is considered significant if the pollutant loading is expected to be greater than the average pollutant loading for the land use identified in the TMDL. No Town owned or operated properties have individual septic systems. Therefore, the primary risk factor is with pet waste.

Town properties within the MS4 have been designated as either “medium risk” or “priority” sites. Medium risk sites are those identified by staff as popular dog walking or exercise areas. Priority sites are those where significant amounts of dog waste have been observed for more than two years in a row. Significant is defined by the Town as three or more observed waste deposits during a single walk-through. All medium risk sites were initially evaluated in 2016 and have been revisited by Town staff annually. Walk-through results have been provided to DEQ in the Town’s MS4 annual reports. An example is located in Appendix B. Vienna Dog Park/Moorefield Park was designated as a priority site based on the dog-focused nature of activities at the facility. Table 2C presents the results of the annual evaluations through FY2019. Properties with no risk factors are indicated in green, medium risk properties are identified in yellow, and priority sites are identified in orange.

**Table 2C – Evaluation of Potential Bacteria Sources from Town Property**

Property	Known Walking Area?	Designated Specifically for Dog Activity?	Significant Amount of Waste Observed?			
			FY16	FY17	FY18	FY19
Beulah Road Lot	No	No	NA	NA	NA	NA
Glyndon Park	Yes	No	No	No	Yes	No
Meadow Lane Park	Yes	No	No	No	No	No
Northside Property Yard	No	No	NA	NA	NA	NA
Nutley Street Maintenance Yard	No	No	NA	NA	NA	NA
Petersen Lane Park	No	No	NA	NA	NA	NA
Salisbury Spring Park	No	No	NA	NA	NA	NA
Sarah Walker Mercer Park	No	No	NA	NA	NA	NA
Southside Park	No	No	NA	NA	NA	NA
Town Hall	No	No	NA	NA	NA	NA
Vienna Community Center	Yes	No	No	No	No	No
Vienna Dog Park/Moorefield Park	Yes	Yes	No	No	Yes	No
Vienna Town Green	Yes	No	No	No	No	No
Waters and Caffi Fields	No	No	NA	NA	NA	NA
Wildwood Park	No	No	NA	NA	NA	NA

In addition to Town-owned property, the Northern Virginia Regional Park Authority (NOVA Parks) operates the Washington and Old Dominion (W&OD) Trail within the Town. This trail is heavily used by bikers and walkers, including pet owners. According to NOVA Parks, several “mutt-mitt” boxes have been installed along the trail, including in the Vienna area, along with signage encouraging people to clean up after their pets. Although the W&OD Trail is not Town owned or operated property, the Town will continue to work with NOVA Parks should dog waste be a problem.

#### 2.4 Best Management Practices

Both of the TMDLs provide guidance to MS4s regarding the implementation of BMPs to reduce bacteria pollution. The Difficult Run TMDL states: “For MS4/VSMP general permits, the Commonwealth expects the permittee to specifically address the TMDL wasteload allocations for stormwater through iterative implementation of programmatic BMPs. BMP effectiveness would be determined through permittee implementation of an individual control strategy that includes a monitoring program that is sufficient to determine its BMP effectiveness.” The TMDL also states that “Virginia and EPA are not proposing the elimination of wildlife to allow for the attainment of water quality standards. This is obviously an impractical action. While managing over-populations of wildlife remains as an option to local stakeholders, the reduction of wildlife or changing a natural background condition is not the intended goal of a TMDL.”<sup>4</sup>

The Accotink Creek TMDL addresses implementation with the following: “In general, the Commonwealth intends for the required reductions to be implemented in an iterative process that first addresses those sources with the largest impact on water quality. For example in urban areas, reducing the human bacteria loading from failing septic systems and leaking sewer lines could be a focus during the first stage because of its health implications.” The TMDL further states “DEQ acknowledges that it may not be possible to meet the existing water quality standard because of the wildlife issue associated with a number of bacteria TMDLs. At some future time, it may therefore become necessary to investigate the stream’s use designation and adjust the water quality criteria through a Use Attainability Analysis. Any changes to the TMDL resulting from water quality standards change on Accotink Creek would be reflected in the MS4/VPDES permit.”<sup>5</sup>

The Town has developed a rigorous program over several permit cycles aimed at preventing the discharge of controllable sources of bacteria from the MS4. The program is described in two Town documents – the MS4 Program Plan and the Stormwater Pollution Prevention Public Education and Outreach Plan. The documents are designed to work together and were both updated in 2019. The Town also participates in the Northern Virginia Clean Water Partners program. This cooperative regional effort allows participants to leverage local funding to reach a much broader audience using cable TV and digital advertising. Bacteria pollution from pet waste is a primary focus of the Clean Water Partners program. The Town also has in place several mechanisms to prevent the discharge of bacteria to the MS4 from human sources. Table 2D summarizes the Town’s bacteria management controls.



**Example Pet Waste Signage**

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<sup>4</sup> Section 8.3.2 of the TMDL.

<sup>5</sup> Section 6 and Section 7 of the TMDL.



**Table 2D – Town of Vienna Current Bacteria Reduction Program**

Source Document	Description	Specific Actions
MS4 Program Plan BMP 1.5 “Bacteria Education”	The objective of this BMP is to reduce bacteria pollution by educating residents in general, and pet owners specifically, on the impacts of pet waste on water quality and the importance of picking up after pets.	The Town has identified all residents as the target audience for pet waste related education, with a specific focus on dog owners. The following actions are contained in the MS4 Program Plan: <ul style="list-style-type: none"> <li>• At least once annually, distribute information about proper pet waste disposal using one of the following: (1) press release; (2) article in the Vienna Voice newsletter; (3) message in the Town Calendar; or, (4) message in the quarterly residential water bill in addition to BMP 1.1.</li> <li>• At least once annually, include a message about the proper pet waste disposal using a social media platform.</li> <li>• In FY20, mail information to Town residences holding dog licenses about the importance of picking up after pets.</li> <li>• Maintain signage at medium risk and priority sites identified in the Difficult Run and Accotink Creek Bacteria TMDL Action Plan to encourage pet walkers to clean up pet waste and alert them to fines for non-compliance. Signage for newly identified sites will be installed within one year of identification.</li> </ul>
MS4 Program Plan BMP 2.2 “Public Reporting of Potential Illicit Discharges”	The objective of this BMP is to promote the ability of the public to report illicit discharges, illegal dumping, complaints about land disturbing activities, and other stormwater pollution concerns.	The Town provides information about how to report an illicit discharge (including phone, email, and online forms) on the stormwater webpage.
MS4 Program Plan BMP 3.2 “Prohibition of Illicit Discharges”	The objective of this BMP is to prohibit illicit discharges in general and to require pet owners to clean up after their pets specifically. Both Code sections include enforcement authority.	The Town enforces Town Code Section 3-10.1 and Town Code Section 16-2.2 on an ongoing basis.

Source Document	Description	Specific Actions
MS4 Program Plan BMP 3.3 “Written Procedures for Illicit Discharges and Dumping”	The purpose of this BMP is to establish procedures to detect, identify, and address unauthorized discharges and illegal dumping to the storm sewer system, including bacteria.	The following actions are contained in the MS4 Program Plan: <ul style="list-style-type: none"> <li>• Implement the Town’s Illicit Discharge Detection and Elimination (IDDE) plan.</li> <li>• Incorporate relevant portions of the IDDE plan into field personnel training.</li> </ul>
MS4 Program Plan BMP 3.4 “Dry Weather Outfall Screening”	The purpose of this BMP is to identify and eliminate illicit discharges as soon as possible through a dry weather outfall screening program. The program includes bacteria pollution.	The Town performs dry weather outfall screening for at least 50 outfalls annually such that no more than 50% are screened in the previous 12-month period.
MS4 Program Plan BMP 3.6 “Site Specific Illicit Discharge Assessment and Prevention”	The objective of this BMP is to assess publicly-owned sites with a higher potential for the discharge of bacteria and to implement strategies as necessary to reduce sources of bacteria.	The following actions are contained in the MS4 Program Plan: <ul style="list-style-type: none"> <li>• Maintain pet waste stations identified in the Difficult Run and Accotink Creek Bacteria</li> <li>• TMDL Action Plan to provide a convenient place to dispose of pet waste.</li> <li>• Annually, conduct walk through of medium risk and priority sites for the presence of pet waste to determine whether medium risk sites should be re-classified as priority sites and to assess the effectiveness of implemented management strategies. To provide a consistent basis from which to measure the effectiveness of the Town’s efforts, the Town will use representative segments established in the previous permit cycle. The site assessments will be conducted between April 1 and June 30 of each year.</li> </ul>
MS4 Program Plan BMP 6.3 “Employee Training”	The objective of this BMP is to ensure that employees are aware of pollution prevention goals and trained to recognize and correct potential sources of pollution. Prevention of bacteria pollution is an element of the Town’s training.	Department of Public Works and Parks Maintenance staff are trained in general pollution prevention, including bacteria, every other year.

Source Document	Description	Specific Actions
Stormwater Pollution Prevention Public Education and Outreach Plan	This plan has been developed in compliance with the Town’s “General VPDES Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems” Permit No VAR040066, Part I E 1 a.	The plan has been integrated into the MS4 Program Plan. Bacteria-related elements of the plan are described above.
Clean Water Partners Program	The Town participates in the Northern Virginia Regional Commission’s Clean Water Partners program. This program allows participating localities to pool resources to more effectively reach target audiences. Bacteria is one of the program’s high priority water quality issues. Advertisements featuring messages on the importance of picking up pet waste are aired on cable TV networks, including four Spanish speaking channels. The campaign also includes a digital component.	The Clean Water Partners program work plan and schedule is approved annually by partnering organizations. In addition, a survey is conducted at the end of each season to assess the impact of the program and to track long-term trends.
Town Code Section 3-10.1	The Town has enacted a “pooper-scooper” ordinance to reduce the incidence of pet owners leaving pet waste on surfaces where it can enter the storm drain. This section states “It shall be unlawful for any owner, keeper or walker of a dog to immediately remove the dog’s excrement from any property other than the dog owner’s property on which such dog had defecated. Any first violation of this section shall result in a warning of possible future penalty. Any conviction of a second or subsequent violation of this section shall be punishable as a Class 4 misdemeanor.” A Class 4 misdemeanor is punishable with a fine of not more than \$250.	Town Code Section 3-10.1 is enforced by the Town on an ongoing basis.
Town Code Chapter 14	The Town Code requires new construction to connect to the sanitary sewer system and provides the Town with the authority to require conversion of a septic system to the sanitary sewer system if the septic	Town Code Chapter 14 is enforced by the Town on an ongoing basis.

Source Document	Description	Specific Actions
	system is a threat to public health or safety.	
Town DPW Sanitary Sewer Inspection Program	The Town DPW routinely inspects approximately 85 miles of sanitary sewer pipe for leaks and cross connections.	Every sanitary sewer main is inspected and cleaned on a routine basis.
Chesapeake Bay Preservation Ordinance	All septic systems in Fairfax County, including the Town of Vienna, must be pumped out at least once every five years.	The Town’s Chesapeake Bay Preservation Ordinance is implemented by the Town on an ongoing basis.
“Pick Up After Your Pet” Signage	The Town has installed signage at all priority and medium risk sites identified in Table 2C. The purpose of the signage is to encourage pet owners to clean up pet waste and to alert them of the fines that may be imposed for non-compliance.	The Town maintains signage on an ongoing basis. Signs will be installed in any newly identified priority or medium risk sites.
Pet Waste Stations	The Town has installed and actively maintains pet waste stations at the Vienna Dog Park/Moorefield Park. In addition, the facility is equipped with rakes and shovels to facilitate proper disposal of dog waste.	The Town maintains pet waste stations on an ongoing basis. Pet waste stations will be installed in any newly-designated priority site.

## 2.5 Bacteria-Specific Permit Requirements

Part II B 4 a of the MS4 permit requires approved VSMP authorities such as the Town of Vienna to select and implement at least three strategies listed in Table 5 of the MS4 permit. The strategies must correspond with the sources identified in Section 2.3. As noted in Section 2.4, the County has already implemented an aggressive program to reduce bacteria pollution. Table 2E identifies how the Town demonstrates compliance with Table 5 of the MS4 permit.

***Table 2E – Selection of Bacteria Reduction Strategies from MS4 Permit Table 5***

Source	Table 5 Strategy	Town Program
Domestic Pets	Provide signage to pick up dog waste, providing pet waste bags and disposal containers.	Pet waste stations are maintained at the Vienna Dog Park/Moorefield Park. Additional pet waste stations will be installed for any newly-designated priority sites.
Domestic Pets	Maintain dog parks by removing disposed of pet waste bags and cleaning up other sources of bacteria.	The Town routinely removes and disposes of used pet waste bags at the Vienna Dog Park/Moorefield Park.

Source	Table 5 Strategy	Town Program
Domestic Pets	Adopt and enforce pet waste ordinances or policies, or leash laws or policies.	The Town has adopted and enforces a pet waste ordinance (Town Code Section 16-2.2).
Domestic Pets	Protect riparian buffers and provide un-manicured vegetative buffers along streams to dissuade stream access.	The Town has implemented 100 foot vegetated Resource Protection Areas along all perennial streams in accordance with its Chesapeake Bay Preservation Ordinance.
Urban Wildlife	Educate the public on how to reduce food sources accessible to urban wildlife.	The Town Animal Control Officer is responsible for providing information to residents and businesses on the importance of not feeding wildlife. The Town’s program is found at <a href="http://www.viennava.gov/index.aspx?nid=187">www.viennava.gov/index.aspx?nid=187</a> .
Urban Wildlife	Implement a program for removing animal carcasses from roadways and properly disposing of the same.	The Town Animal Control Officer responds to requests to remove animal carcasses and ensures their proper disposal. Residents may request pick-up online or by calling the Police non-emergency line.
Illicit Connections or Discharges	Implement septic tank inspection and maintenance programs.	The Town requires septic systems to be pumped a minimum of once per five years through its Chesapeake Bay Preservation Ordinance.

## 2.6 Outreach Strategy

The Town’s Stormwater Pollution Prevention Public Education and Outreach Plan serves as the primary vehicle for meeting the MS4 permit requirement to develop an outreach strategy to enhance the public’s education on methods to eliminate and reduce the discharge of bacteria pollution. The original plan was adopted in 2015 and was comprehensively updated in 2019 to meet the new MS4 permit requirements. The plan identifies bacteria as a high-priority water quality issue and outlines target audiences, education and outreach tools, and pollution prevention messages. The plan then establishes bacteria-specific outreach strategies. The plan has been fully integrated into the Town’s MS4 Program Plan as described in Table 2D. In addition to the Vienna’s individual efforts, the Town is also an active partner in the Northern Virginia Clean Water Partners program. The program allows the Town to leverage funding with its regional partners to reach target audiences with greater frequency and in more ways than working alone. Reducing bacteria from pet waste is one of the primary focus areas of the regional effort.

In addition to public education and outreach, Town field crews receive pollution prevention training at least once every 24 months. This training includes how to identify and report potential sources of bacteria to the MS4.

## 3. **Schedule of Anticipated Actions**

Table 3A presents a summary of anticipated actions planned for implementation to address the Difficult Run and Accotink Creek bacteria TMDLs.

**Table 3A – Schedule of Anticipated Actions**

<b>Program Element</b>	<b>Description</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>
MS4 Program Plan	The Town will continue to implement the MS4 Program Plan, including elements related to bacteria.	See MS4 Program Plan for implementation schedule.	Public Works
Stormwater Pollution Prevention Public Education and Outreach Plan	The Town will continue to implement the Stormwater Pollution Prevention Public Education and Outreach Plan, including elements related to bacteria. The implementation schedule has been integrated into the MS4 Program Plan.	See MS4 Program Plan for implementation schedule.	Public Works
Clean Water Partners Program	The Town will continue to participate in the Northern Virginia Clean Water Partners program.	Ongoing. The work plan is developed annually in accordance with an agreement with the Northern Virginia Regional Commission.	Public Works
Sanitary Sewer Inspection Program	The Town will continue its inspection program of the sanitary sewer system to ensure there are no leaks or cross-connections that could impact the MS4.	Ongoing.	Public Works.
Legal Authorities	The Town will continue to implement the following legal authorities: <ul style="list-style-type: none"> <li>• Section 3-10.1 – “Pooper Scooper” ordinance.</li> <li>• Chapter 14 – Sanitary sewer connection ordinance.</li> <li>• Section 16-2.2 – Prohibition of illicit discharges</li> <li>• Chesapeake Bay Preservation Ordinance – Septic pump out requirements</li> </ul>	Ongoing.	Town Attorney; Public Works; Animal Control
Signage at Medium Risk and Priority Sites	The Town will maintain signage at all priority and medium risk sites.	Ongoing. Additional signs will be installed at any newly identified priority or medium risk sites.	Parks and Recreation



<b>Program Element</b>	<b>Description</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>
Pet Waste Stations at Priority Sites	The Town will continue to maintain pet waste stations at Vienna Dog Park/Moorefield Park.	Ongoing. Additional pet waste stations will be installed at any newly identified priority sites.	Parks and Recreation
Annual Site Assessment	The Town will continue to conduct an annual walk through of medium risk and any future priority sites. The walk through will be used to determine whether medium risk sites should be re-classified as priority sites and to assess the effectiveness of implemented management strategies.	Assessments will occur annually, between April 1 and June 30. The results of each assessment will be provided in the next MS4 annual report.	Public Works

#### **4. Assessment of Effectiveness**

Unlike structural stormwater management controls, the practices put in place to reduce bacteria pollution do not have assigned reduction efficiencies. Further, ambient in-stream water quality monitoring programs, while effective at measuring overall progress toward bacteria reduction targets, are not appropriate indicators of MS4 permit compliance.

The Town will assess the effectiveness of its efforts based on the field assessments of medium risk and priority sites as described in Table 2D and Table 3A. The results of the field assessments will document the effectiveness of the Town’s efforts over time and guide the implementation of additional control measures. In addition, one of the strengths of the Clean Water Partners program is that it conducts an annual survey to assess the effectiveness of regional efforts and to track long-term trends. In 2019, 83% of survey respondents indicated that they always pick up after their pets, with an additional 10% indicating that they usually do so. The goal of the Town is to maintain and to increase the number of people who always pick up after their pets.

#### **5. Opportunity for Public Comment**

This plan was made available for public comment in accordance with Part II B 7 of the MS4 permit. No comments were received before the May 1, 2020 deadline to submit the plan to DEQ. A snapshot of the Town’s stormwater webpage inviting public comment is on the following page.

## Stormwater and Streams

### Stormwater Management

*Interested in the town's current progress and goals towards protecting the Chesapeake Bay? Check out our updated Action Plans for the Difficult Run and Accotink Creek Watersheds:*

[Sediment TMDL Action Plan](#)

[Bacteria TMDL Action Plan](#)

[PCB TMDL Action Plan](#)



Northern Virginia Clean Water Partners

*These drafts have been prepared and are ready for review and public comment. The town will be submitting the draft plans and any public comments to the Virginia Department of Environmental Quality on May 1, 2020. For additional information or to submit comments, please email or call the town's Water Quality Engineer, Christine Horner. She can be reached at [Christine.Horner@viennava.gov](mailto:Christine.Horner@viennava.gov) or 703-319-8630.*

## **Appendix A**

### **Cooperative Agreement with Fairfax County and the Town of Herndon**

**COOPERATIVE AGREEMENT BETWEEN THE FAIRFAX COUNTY BOARD OF SUPERVISORS, THE TOWN OF VIENNA, and TOWN OF HERNDON TO SHARE CERTAIN STORMWATER SERVICE DISTRICT FEES AND RESPONSIBILITY FOR RELATED SERVICES**

This Agreement (“Agreement”) is entered into on this 8<sup>th</sup> day of MARCH, 2017, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA (“FAIRFAX”), the TOWN COUNCIL OF VIENNA, VIRGINIA (“VIENNA”), and the TOWN COUNCIL OF HERNDON, VIRGINIA (“HERNDON”) (referenced collectively as the “Parties” or “the Governing Bodies”, and individually as the “Party”).

**WITNESSETH:**

WHEREAS the Towns of Vienna and Herndon (also referenced herein as “the Towns”) are located within Fairfax County (also referenced herein as “the County”); and

WHEREAS Fairfax County, the Town of Vienna, and the Town of Herndon each maintain, operate, and improve stormwater systems that affect one another; and

WHEREAS Fairfax County and the Towns are each subject to a Municipal Separate Storm Sewer System (“MS4”) permit issued by the Virginia Department of Environmental Quality (“DEQ”); and

WHEREAS FAIRFAX has cooperated with VIENNA and HERNDON to maintain, operate, and improve their respective stormwater systems and wish to continue such cooperation in the future in the best interests of their residents; and

WHEREAS pursuant to Va. Code Ann. § 15.2-2400 (2012), FAIRFAX has established a Stormwater Service District (“Service District”), and is authorized, pursuant to Va. Code Ann. § 15.2403(6) (Supp. 2016) to levy and collect an annual fee upon any property located within such Service District (“the Service District Fee”); and

WHEREAS the Towns of Vienna and Herndon are located within Fairfax County's Service District; and

WHEREAS, pursuant to Va. Code Ann. § 15.2-2403(6), Fairfax County collects revenues from properties located within the Towns of Vienna and Herndon; and

WHEREAS, pursuant to Va. Code Ann. § 15.2-2403.3 (Supp. 2016), by virtue of the Towns' maintenance of separate MS4 permits and their location within the Service District, the Towns are entitled to the Service District Fee revenues collected by Fairfax County within their respective jurisdictions; and

WHEREAS, the actual amount of revenues collected from the Service District Fee will vary from year to year; and

WHEREAS, each MS4 permit, among other things, assigns jurisdiction-specific, pollutant load reduction requirements for nitrogen, phosphorus, and sediment to address the Chesapeake Bay Total Maximum Daily Load (referred to herein as "TMDL"), and requires each MS4-permit jurisdiction to develop a Chesapeake Bay TMDL Action Plan that identifies the practices, means, and methods that are to be implemented by the permittee to achieve the required pollutant reductions; and

WHEREAS, the Commonwealth's Chesapeake Bay TMDL Watershed Implementation Plan (referred to herein as "the WIP") establishes the total pollutant reduction loads required to achieve the Chesapeake Bay TMDL and the timeframe for MS4-permit jurisdictions to achieve their assigned pollutant reductions; and

WHEREAS, each MS4 permit also requires the development of action plans for other pollutants where a TMDL assigns a wasteload allocation ("WLA") to the permittee; and

WHEREAS, pursuant to their respective MS4 permits, the Towns submitted their initial Chesapeake Bay TMDL Action Plans to DEQ prior to the deadline of October 1, 2015 while the County's initial Chesapeake Bay TMDL Action Plan will be submitted to DEQ prior to the deadline of April 1, 2017. Action plans for other TMDLs are submitted in accordance with the schedule contained in each MS4 permit; and

WHEREAS, while each MS4-permit jurisdiction is ultimately responsible for compliance with its MS4 permit, MS4 permits allow and encourage cooperation and coordination among permit holders, and such cooperation and coordination can mutually benefit MS4-permit jurisdictions through more effective and cost-efficient protection of water resources in each jurisdiction; and

WHEREAS, the purpose this Agreement, in part, is for the Parties to work cooperatively to satisfy the pollutant load reduction requirements of their current and future MS4 permits by implementing stormwater management practices within the Parties' jurisdiction that reduce the discharge of pollutants; and

WHEREAS, FAIRFAX, VIENNA, or HERNDON may terminate this Agreement as set forth by the terms herein if, pursuant to applicable law, either locality chooses not to participate under this Agreement or chooses not to share the Stormwater Service District Fees; and

WHEREAS FAIRFAX, VIENNA, and HERNDON have determined and agreed that the best interests of each locality's residents are fulfilled if FAIRFAX utilizes a portion of the Service District Fees collected by FAIRFAX from properties within the Towns to assist the Towns in maintaining, operating, and improving their respective stormwater systems to achieve the goals of effective regional water quality improvement and local initiatives in these localities and to satisfy certain MS4 permit requirements;



**NOW, THEREFORE,** in consideration of the mutual obligations set forth herein and other good and valuable consideration, so long as FAIRFAX continues to administer the Service District in FAIRFAX that encompasses VIENNA and HERNDON, and so long as VIENNA and HERNDON qualify to receive the Service District Fees collected by FAIRFAX from properties within the Towns, FAIRFAX, VIENNA, and HERNDON agree as follows:

1. FAIRFAX will continue to engage in a coordinated approach with VIENNA, and HERNDON to maintain and operate their respective stormwater systems throughout the incorporated and unincorporated parts of FAIRFAX. Moreover, FAIRFAX, VIENNA, and HERNDON will engage in a coordinated approach for future improvements to their respective stormwater systems.

2. This Agreement's duration shall be for one fiscal year and shall renew at the beginning of each fiscal year thereafter unless terminated pursuant to the terms set forth herein below. For the purposes of this Agreement, "fiscal year" shall mean Fairfax County's fiscal year, which, at the time of the execution of this agreement, ends on June 30.

3. This Agreement's purpose is to set forth how the Parties shall share revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within VIENNA and HERNDON, and the respective obligations of the Parties with respect to the stormwater management services described herein.

#### **STORMWATER FEE REVENUE SHARING**

4. FAIRFAX shall collect all revenues to be collected pursuant to the Service District Fee, including revenues collected from properties within the Towns.

5. Revenues actually collected throughout the Service District are referred to herein as "STORMWATER FEE REVENUES."

6. At the end of each fiscal year, FAIRFAX shall calculate separately the total amount of stormwater fee revenues that were actually collected from properties within VIENNA and HERNDON from the amount of stormwater fee revenues collected elsewhere in FAIRFAX (the "VIENNA STORMWATER FEE" and "HERNDON STORMWATER FEE").

7. On or before October 30<sup>th</sup> of each fiscal year, FAIRFAX shall estimate the anticipated VIENNA STORMWATER FEE and HERNDON STORMWATER FEE for that year, and shall pay to VIENNA and HERNDON an amount equal to twenty-five percent (25%) of the estimated VIENNA STORMWATER FEE and HERNDON STORMWATER FEE, respectively, for that fiscal year, rounded to the nearest penny (the "PAID VIENNA REVENUES" and "PAID HERNDON REVENUES").

8. The Parties acknowledge and agree that PAID VIENNA REVENUES and/or PAID HERNDON REVENUES may be more or less than the amount that is actually due and owing to either or both of the Towns, and which amount is calculated at the end of each fiscal year.

9. If the PAID VIENNA REVENUES for a particular fiscal year are determined to have been less than 25% of the actual VIENNA STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall pay VIENNA the difference between the PAID VIENNA REVENUES and 25% of the VIENNA STORMWATER FEE actually collected for that fiscal year. FAIRFAX shall pay this difference at the same time as it pays the next fiscal year's PAID VIENNA REVENUES.

10. If the PAID HERNDON REVENUES for a particular fiscal year are determined to have been less than 25% of the actual stormwater fee actually collected for that fiscal year in HERNDON, then FAIRFAX shall pay HERNDON the difference between the PAID

HERNDON REVENUES and 25% of the HERNDON STORMWATER FEE actually collected for that fiscal year in HERNDON. FAIRFAX shall pay this difference at the same time as it pays the next fiscal year's PAID HERNDON REVENUES.

11. If the PAID VIENNA REVENUES for a particular fiscal year are determined to have been more than 25% of the actual VIENNA STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall deduct the difference between the PAID VIENNA REVENUES and 25% of the VIENNA STORMWATER FEE actually collected for that fiscal year from the amount that FAIRFAX pays for the next fiscal year's PAID VIENNA REVENUES.

12. If the PAID HERNDON REVENUES for a particular fiscal year are determined to have been more than 25% of the actual HERNDON STORMWATER FEE actually collected for that fiscal year, then FAIRFAX shall deduct the difference between the PAID HERNDON REVENUES and 25% of the HERNDON STORMWATER FEE actually collected for that fiscal year from the amount that FAIRFAX pays for the next fiscal year's PAID HERNDON REVENUES.

13. Once FAIRFAX has determined the amount of the actual VIENNA STORMWATER FEE and HERNDON STORMWATER FEE, which shall occur within 90 days of the fiscal year end, FAIRFAX shall forward the respective amounts to the Towns' Mayors in writing ("FINAL ACCOUNTING"). If VIENNA and/or HERNDON disputes the amount of the FINAL ACCOUNTING, then within 30 days of the Mayors' receipt of this FINAL ACCOUNTING, VIENNA and/or HERNDON, shall state the complete factual basis for any such dispute in writing to the Fairfax County Executive, and the Parties shall endeavor in good faith to resolve any such dispute. Upon the resolution of any such dispute, or if VIENNA and/or

HERNDON fails to dispute the amount of the FINAL ACCOUNTING within 30 days of either Mayor's receipt thereof, then VIENNA and/or HERNDON shall be deemed to have accepted payment of the respective fiscal year's PAID VIENNA REVENUES or PAID HERNDON REVENUES, which shall result in the waiver of any right to request from FAIRFAX any additional amount of the collected STORMWATER FEE REVENUES. VIENNA's and/or HERNDON's waiver of any such balance, however, is conditioned upon FAIRFAX's obligations to VIENNA and/or HERNDON pursuant to this Agreement.

14. Pursuant to Va. Code Ann. § 15.2-2403.3 VIENNA and HERNDON shall expend the PAID VIENNA REVENUES and PAID HERNDON REVENUES, respectively, only for costs directly related to the Towns' stormwater systems and not for non-stormwater-system costs, such as public safety, schools, or road maintenance.

15. Under this Agreement, neither VIENNA nor HERNDON is required to expend any of the paid revenues within any specific amount of time. This Agreement does not affect any other authority that VIENNA or HERNDON might have to carry over revenues from year-to-year or to expend revenues in one fiscal year when the revenues were collected in a previous fiscal year.

16. If, at any time in the future, either VIENNA or HERNDON becomes unincorporated or ceases to qualify to receive paid revenues for any reason or terminates its stormwater program or ceases to maintain its stormwater systems, none of the previously paid revenues shall be expended for anything other than the maintenance, operation, and improvement of such Town's stormwater systems. If any such amounts are returned to FAIRFAX they may be used for other qualified uses in the Service District as FAIRFAX, or its designee, in its or his sole discretion, deems appropriate.

## TMDL COMPLIANCE AND THE TMDL ADVISORY COMMITTEE

17. Fairfax, Vienna, and Herndon agree that Fairfax will implement stormwater management practices throughout the County and in the Towns sufficient to achieve the TMDL pollutant load reduction requirements that are incorporated into each Party's respective current and future MS4 permit.

18. A TMDL Compliance Advisory Committee (hereinafter referred to as the "Advisory Committee") shall be established and shall be comprised of one or more representatives from each governing body.

19. Regardless of the number of representatives appointed by each governing body, each locality will have one vote on the Advisory Committee.

20. The Advisory Committee shall:

- a. establish, pursuant to each Party's respective MS4 permit, the nitrogen, phosphorus, and sediment (referred to as "pollutants of concern" or "POCs") load reductions necessary for each individual Party to achieve full compliance with the Chesapeake Bay TMDL and the WIP (referred to herein as "the Chesapeake Bay TMDL Endpoint").
- b. establish the "TOTAL POLLUTANT REDUCTION," which is the total amount of each POC that the Parties must reduce in order to reach the Chesapeake Bay TMDL Endpoint.
- c. establish the percentage of the TOTAL POLLUTANT REDUCTION for which each locality is responsible. That percentage assigned to each Party shall hereinafter be referred to, respectively, as the "FAIRFAX PERCENTAGE," "VIENNA PERCENTAGE," and "HERNDON PERCENTAGE."

- d. as determined by the Advisory Committee, the FAIRFAX PERCENTAGE, VIENNA PERCENTAGE, and the HERNDON PERCENTAGE may be established for each POC, an average of POCs, or by another mutually agreed upon methodology that will allocate pollutant reduction credits for projects completed under this Agreement as provided for in paragraph 27 below, in a manner necessary to meet the Chesapeake Bay TMDL Endpoint.
- e. establish a watershed-specific FAIRFAX PERCENTAGE, VIENNA PERCENTAGE, and HERNDON PERCENTAGE to allocate pollutant reduction credits for projects implemented within a watershed to meet a non-Chesapeake Bay TMDL Endpoint.

21. VIENNA and HERNDON may at any time provide FAIRFAX with a list of stormwater management projects to be considered for implementation. Before submitting any such project, the submitting Town must thoroughly investigate and analyze each project to ensure that any such project is feasible. Any project submitted before June 30 of each year will be considered by FAIRFAX for implementation during the following fiscal year. If a project is not implemented, it will continue to be considered for implementation in subsequent fiscal years until such time that the project is determined to be infeasible. Selection of projects for implementation and determination of final feasibility are at the sole discretion of the Director of the Fairfax County Department of Public Works and Environmental Services ("Director").

22. By April 1 of each year, the Director will send to the Towns of VIENNA and HERNDON and/or their designees a proposed list of projects within their jurisdiction.

23. Within 30 days after each Mayors' receipt of this list, the Towns shall provide comments and suggestions regarding each project, its timing, and its costs for implementation,



lifetime maintenance, and replacement. If the Towns provide any comments or suggestions, the Director shall fully consider any such comments, and may, but shall not be obligated to implement or adhere to them. In the event that a dispute exists regarding implementation of any project on the list sent by the Director, the Director and the disputing Town shall endeavor in good faith to resolve any such dispute, but final authority for the implementation of any such projects rests solely with Fairfax County and the Director.

24. FAIRFAX will pay for the development of the updated Chesapeake Bay TMDL Action Plan for each Town that is due at the beginning of each new MS4 permit cycle. Each Town will be responsible for routine annual updates as required in the MS4 permits. FAIRFAX will also pay for the initial development of other TMDL action plans necessary for compliance with each Town's MS4 permit and any substantial updates to these action plans required in future permit cycles. The action plans will include all information necessary to demonstrate compliance with MS4 permit requirements. Changes or additions to projects identified in the action plans will be reported to each Town annually in accordance with paragraph 31.

25. FAIRFAX shall be solely responsible for implementing projects under this Agreement, excluding the acquisition of any permanent or temporary land rights necessary to construct and maintain a project located within a Town. The Parties may, as necessary, have agreements that are separate from this Agreement that address the Parties' responsibilities over specific projects, facilities, and other funding.

26. A project is subject to this Agreement if it is funded in whole or in part by the Service District Fee and substantially completed on or after July 1, 2009.

27. For each project substantially completed under this Agreement on or after July 1, 2009, whether the project or facility is located within VIENNA, HERNDON, or elsewhere

within Fairfax County, the Parties will receive a pollutant reduction credit for each POC. The reduction credit is determined by applying the VIENNA PERCENTAGE and the HERNDON PERCENTAGE to the estimated total POC load reductions for each project that is substantially completed pursuant to this Agreement (the "VIENNA CREDIT," "HERNDON CREDIT," "FAIRFAX CREDIT," and collectively "REDUCTION CREDITS"). For completed projects and facilities, the REDUCTION CREDITS shall survive any termination of this Agreement unless otherwise agreed to by the Parties or in the event that a constructed facility or improvement is not maintained in accordance with paragraph 28 of this Agreement.

28. The Party in whose jurisdiction any stormwater management facility or improvement is constructed under this Agreement shall ensure that the long-term maintenance of such facility or improvement is performed as necessary to maintain the functionality and performance thereof. Each party shall ensure long-term maintenance in accordance with Va. Code Ann. § 62.1-44.15.15:27(E)(2) and 9 Va. Admin. Code §§ 25-870-58 and 112. In the event that a Party's failure to maintain a project completed under this Agreement results in a decrease in the amount of POCs removed therefrom, as determined by DEQ, then that Party shall, at its sole cost, maintain or improve the facility to restore the facility to its original functionality.

29. In the event that a Party is unable to meet its load reduction requirement for a specific reporting period, and another Party has exceeded its load reduction requirement, the Director may, with written notification to the Parties, transfer credit from shared credit projects among Parties in a manner to ensure that each Party is able to meet its load reduction requirement. Any such transfer shall be temporary and last only as long as it is needed to address the immediate shortfall. Further, no transfer will occur or stay in force that would result in a donating Party being in non-compliance with an MS4 permit condition.

30. Any Party that completes a stormwater management project from funds not generated by or transferred through Fairfax County shall be entitled to claim all resulting load reduction credits for purposes of satisfying its MS4 permit requirements.

31. FAIRFAX will prepare an annual report that details the activities performed under this Agreement. The report will provide sufficient detail so that each locality may use it to meet their respective MS4 permit reporting obligations to DEQ. Fairfax will provide the report annually no later than one month before the date the annual report is due to DEQ.

#### **STAFF TRAINING**

32. Without any additional invitation or payment, VIENNA's and/or HERNDON's staff may attend MS4 permit-related training programs that are conducted or hosted by FAIRFAX. FAIRFAX will provide VIENNA and HERNDON with at least one-month's advance notice of such training opportunities.

#### **TERMINATION**

33. Any Party may terminate this Agreement by resolution of that Party's governing body. Any such resolution shall be at a public meeting with notice in writing to the non-terminating Parties. Notice shall be made at least three weeks in advance of any such meeting to the Mayor(s) or, as applicable, the County Executive, of Fairfax County. After adoption of any such resolution, the terminating Party shall notify the remaining Parties. The termination shall be effective no earlier than the end of the fiscal year in which the governing body's vote for the resolution for the termination occurs.

34. If this Agreement is terminated by any party other than FAIRFAX, the Agreement shall remain in force as to the remaining parties. The terminating Town shall have responsibility to maintain and replace, as necessary, any facility constructed under this Agreement that is

located within its boundaries and shall assume all liability for such facility. Unless otherwise agreed to by the Parties, neither Town shall have any liability or responsibility for any facility that is located outside of its jurisdictional boundaries and was developed and implemented under this Agreement.

#### **ADDITIONAL PROVISIONS**

35. This Agreement is integrated and contains all provisions of the Agreement between the Parties.

36. In the event of a conflict between any term(s) of this Agreement and either of the Parties' MS4 permits or other permit requirements, either Party's respective permit provision(s), shall control.

37. Any provision or term of this Agreement may be modified only by a writing that is approved by resolution at a public meeting of each of the localities' respective governing bodies.

38. This Agreement shall be binding on the Parties' respective agencies, employees, agents, and successors-in-interests.

39. This Agreement shall not be assigned by either of the Parties unless both of the Parties agree to such an assignment in writing.

40. Nothing in this Agreement otherwise limits the respective regulatory and police powers of the Parties.

41. The Parties agree that nothing in this Agreement creates a third-party beneficiary. The Parties also agree that this Agreement does not confer any standing or right to sue or to enforce any provision of this Agreement or any other right or benefit to any person who is not a

party to this Agreement, including but not limited to a citizen, resident, private entity, or local, state, or federal governmental or public body.

42. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

43. This Agreement shall be governed by Virginia law, and any litigation relating to this Agreement shall be brought and/or maintained only in the Circuit Court of Fairfax County, Virginia.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their signatures below.

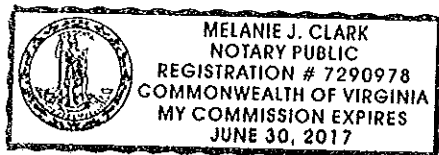
**[Signatures appear on the following pages.]**

TOWN OF VIENNA

By: Laurie A. DiRocco  
Laurie A. DiRocco  
Mayor  
Town of Vienna, VA

STATE OF VIRGINIA :  
: to-wit  
COUNTY OF FAIRFAX :

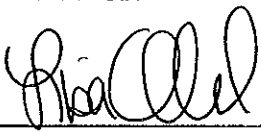
The foregoing Agreement was acknowledged before me by Laurie A. DiRocco  
of the Town of VIENNA, this 21<sup>st</sup> day of February 2018 on behalf of the Town of  
VIENNA.



Melanie J. Clark  
Notary Public

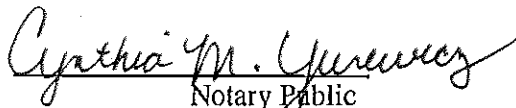
My commission expires: June 30, 2017  
Notary Registration Number: 7290978

TOWN OF HERNDON

By:   
(Name and Title)  
Lisa C. Merkel  
Mayor

STATE OF VIRGINIA :  
: to-wit  
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Lisa C. Merkel  
of the Town of HERNDON, this 2nd day of March 2017 on behalf of the Town  
of HERNDON.

  
Notary Public

My commission expires: 11/30/2018  
Notary Registration Number: 325308



APPROVED AS TO FORM:

  
Lesa J. Yeatts  
Town Attorney

BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA

By: Edward L. Long Jr.  
Edward L. Long Jr.  
County Executive  
Fairfax County, Virginia

STATE OF VIRGINIA :  
: to-wit  
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Edward L. Long Jr., of the  
County Executive, on behalf of the Board of Supervisors of Fairfax County, Virginia this  
9<sup>th</sup> day of March 2016  
2017



Susan Stanners Robinson  
Notary Public

My commission expires: March 31, 2019  
Notary Registration Number: 7642019

Approved as to form: \_\_\_\_\_  
Office of the County Attorney  
Fairfax, Virginia



## Appendix B

### Example Pet Waste – Park Inspection Report

**TO:** Christine Horner, Water Quality Engineer  
**FROM:** Tyler Weepic, Engineering Technician  
**DATE:** May 8, 2019  
**SUBJECT:** Pet Waste - Park Inspections

On May 8, 2019, I walked through the following parks: Glyndon Park, Meadow Lane Park, Vienna Dog Park, Vienna Community Center, and the Vienna Town Green. Attached to this memo are maps detailing the approximate path I took through each area. Attached is a table detailing the conditions of each site, no pet waste was observed at any locations.

Property	Known Walking Area?	Waste Observed?	Designated Specifically for Dog Activity?	Date Last Walked?
Glyndon Park	Yes	No	No	5/8/2019
Meadow Lane Park	Yes	No	No	5/8/2019
Northside Property Yard	No	N/A	No	5/8/2019
Salisbury Spring Park	No	N/A	No	5/8/2019
Town Hall	No	N/A	No	5/8/2019
Vienna Community Center	Yes	No	No	5/8/2019
Vienna Dog Park/Moorfield Park	Yes	No	Yes	5/8/2019
Vienna Town Green	Yes	No	No	5/8/2019



