

# Town of Herndon, Virginia

## Bacteria TMDL Action Plan for Sugarland Run

Final – December 11, 2020



Town of Herndon  
Department of Public Works  
777 Lynn Street  
Herndon, Virginia 20170

TOWN OF  
**Herndon**  
VIRGINIA

Prepared with assistance by:  
Wood Environment & Infrastructure Solutions  
Chantilly, Virginia

**wood.**

Prepared in Compliance with Municipal Separate Storm Sewer System (MS4)  
Permit No. VAR040060

# 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."



William H. Ashton, II

Town Manager

April 20, 2021

Name

Title

Date

# RECORD OF PLAN UPDATES

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| December 11, 2020 |  |  |
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# Town of Herndon, Virginia

## Bacteria TMDL Action Plan for Sugarland Run

December 11, 2020

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# Town of Herndon, Virginia

## Bacteria TMDL Action Plan for Sugarland Run

December 11, 2020

### 1. Introduction

#### 1.1 Purpose

This Bacteria TMDL Action Plan for Sugarland Run documents how the Town of Herndon 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 Herndon’s most recent MS4 permit (VAR040060) issued by the Virginia Department of Environmental Quality (DEQ) became effective November 1, 2018.

In accordance with the 2018 MS4 permit, the Town must develop an action plan for any total maximum daily load (TMDL) approved by the U.S. EPA on or after July 1, 2013, and prior to June 30, 2018, where a waste load allocation (WLA) has been assigned to the Town no later than 30 months after the effective permit date (May 1, 2021). 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 “Bacteria TMDL Development for Tributaries of the Potomac River: Sugarland Run, Mine Run, and Pimmit Run” was approved by the U.S. EPA on September 26, 2013. The TMDL assigns a bacteria WLA to the portion of the Town’s MS4 regulated area draining to Sugarland Run. 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 most recent agreement, included in Appendix A, was adopted by both parties effective March 2, 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

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*

| Action Plan | Plan Element                                      | 2018 MS4 Permit |  |
|-------------|---|-----------------|--|
| Section 1   | Introduction                                      |                 |  |
| Section 2.1 | Overview of TMDLs                                 | Part II B 3     | a. The TMDL project name.<br>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.<br>f. Any calculations required in accordance with Part II B 4, B 5, or B 6.   |
|             |   | 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  |

| Action Plan | Plan Element                    | 2018 MS4 Permit |  |
|-------------|---------------------------------|-----------------|--|
|             |                                 |                 | <p>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.</p> <p>b. [Not applicable].</p>  |
| Section 2.5 | Outreach Strategy               | Part II B 3     | <p>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.</p> |
| Section 3   | Schedule of Anticipated Actions | Part II B 3     | <p>h. A schedule of anticipated actions planned for implementation during this permit term.</p>  |
| Section 4   | Opportunity for Public Comment  | Part II B 7     | <p>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.</p>     |

## 2. Bacteria TMDL Action Plan

### 2.1 Overview of TMDLs

This TMDL action plan addresses the bacteria WLA assigned to the Town of Herndon in the “Bacteria TMDL Development for Tributaries to the Potomac River: Sugarland Run, Mine Run, and Pimmit Run.” The TMDL was approved by the State Water Control Board on April 4, 2014 and by the U.S. EPA on September 26, 2013. Map 2A shows the location of the Sugarland Run watershed in relation to the Town of Herndon and the surrounding area.

Sugarland 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.

### 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 2B shows the Sugarland Run watershed in relation to the Town’s MS4 service area.

The impaired segments of Sugarland Run drains approximately 14,528 acres of Fairfax County, Loudoun County, and the Town of Herndon. The Town’s portion of the watershed is 2,290 acres, or approximately 15.8%.

The WLA for MS4 permit holders in the Sugarland Run watershed is aggregated. The existing load for MS4s is identified as 1.74E+14 cfu/year and the WLA is identified as 4.65E+12 cfu/year.<sup>2</sup> This represents a 97.3% reduction from existing conditions. Table 2A summarizes existing and allocated bacteria loads from all MS4 sources in the Sugarland Run watershed.<sup>3</sup>

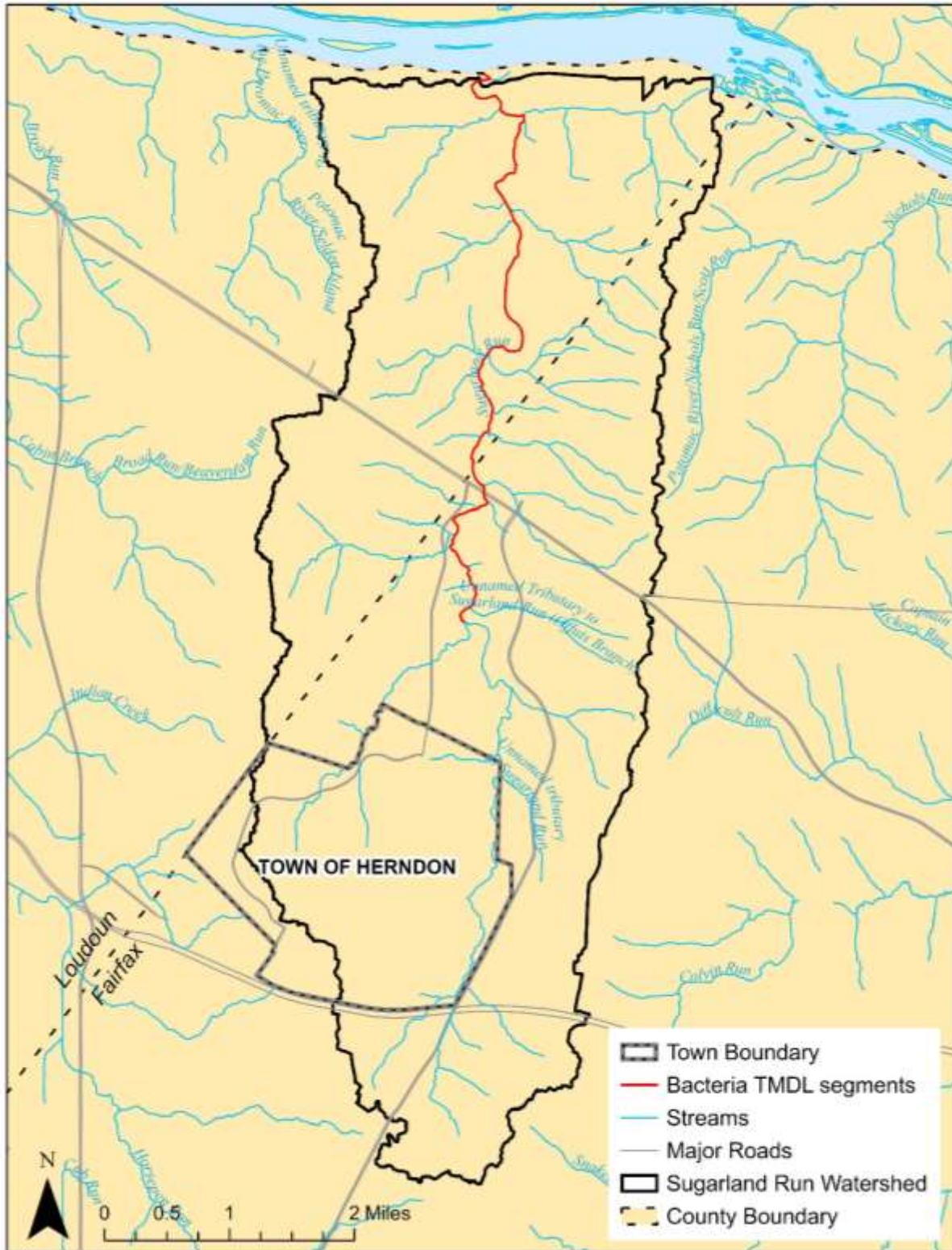
**Table 2A – Sugarland Run TMDL Aggregate Allocations for MS4s**

| Aggregated MS4s   | Existing Bacteria Load (cfu/year) | Allocated Bacteria Load (cfu/year) | % Reduction | Load Reduction (cfu/year) |
|---|-----------------------------------|------------------------------------|-------------|---------------------------|
| Town of Herndon<br>Fairfax County<br>VDOT<br>Fairfax County<br>Public Schools<br>Loudoun County | 1.74E+14                          | 4.65E+12                           | 97.3%       | 1.42E+14                  |

<sup>2</sup> While the WLA and percent reduction are aggregated, Table 4-2 of the TMDL does assign the Town of Herndon with an MS4 allocation of 8.89E+11 cfu/year.

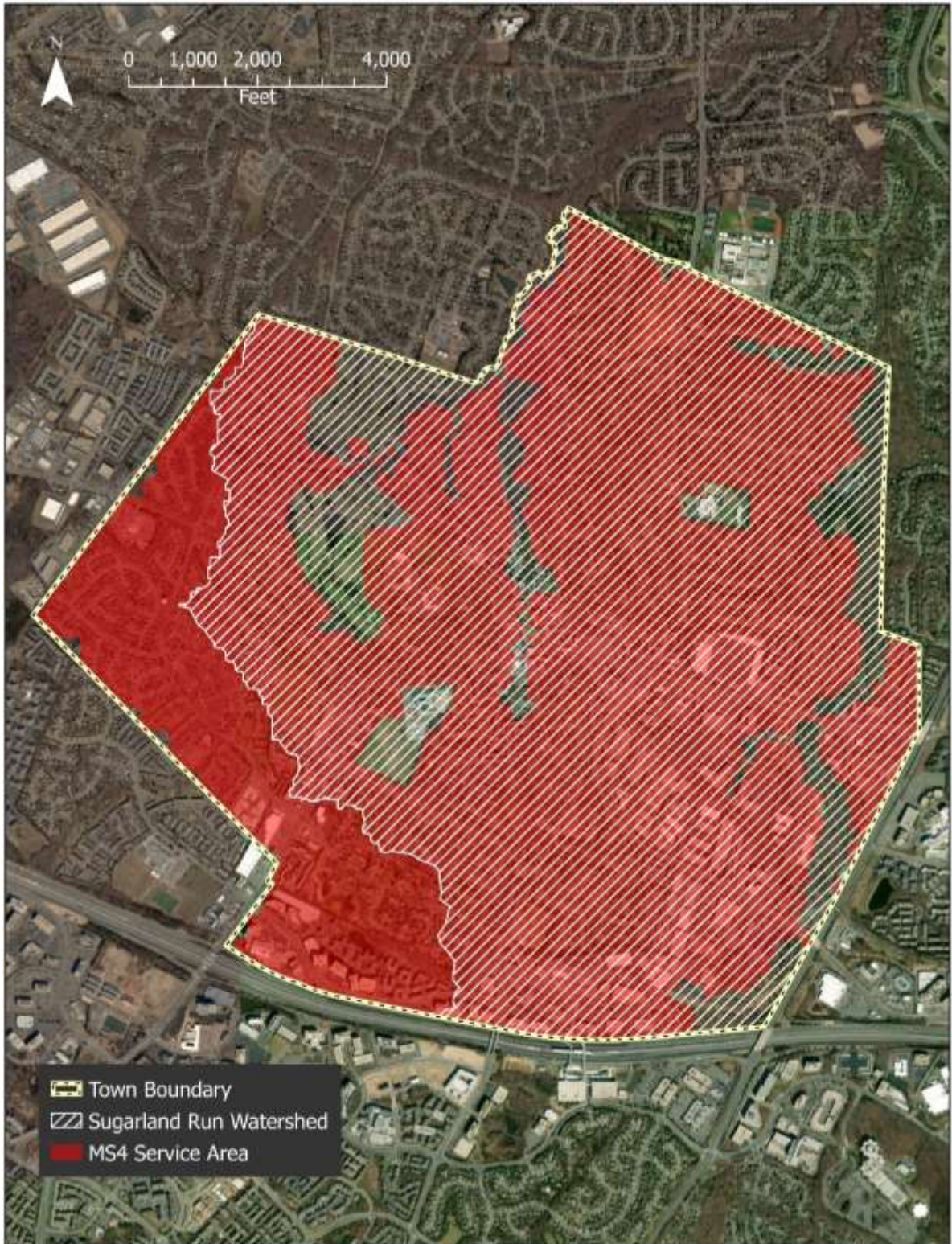
<sup>3</sup> Table 4-6 of the TMDL.

*Map 2A – Sugarland Run Watershed*





*Map 2B – Town of Herndon MS4 Service Area*



### 2.3 Identification of Significant Sources of Bacteria

The Sugarland Run bacteria TMDL assessed several potential sources of bacteria within the watershed. These include permitted point sources, domestic sewage (sanitary sewer system interconnections, failed septic tanks, and straight pipes), livestock, land-application of manure, wildlife, and pets. MS4s are assigned a portion of land-based loadings from developed land use categories (high, medium, and low intensity developed land uses). This primarily includes pet waste, but also indirect deposition from wildlife. Overland flow to the MS4 may also occur as a result of septic system failure. All human sources of bacteria are expected to be eliminated.

The MS4 permit requires the Town to identify significant sources of bacteria discharging to the MS4 that are not covered under a separate VPDES permit. 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.

#### *Pet Waste*

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 (Chandon Park); however, the park is located in the Horsepen Creek watershed. Other areas where bacteria from pet waste could be concentrated include those areas where owners are likely to walk their pets. The Town operates 11 parks and two trail systems where people are likely to walk their pets. Twelve of these (10 parks and two trails) are located within the Sugarland Run watershed. The Town has installed pet waste stations at all of these parks over the last few permit cycles. Pet waste stations are serviced twice weekly, or more if necessary. Table 2B shows parks and trail systems in the Sugarland Run watershed and the number of pet waste stations at each. A map of public and known private pet waste stations is included in Appendix B.

***Table 2B – Town Parks and Trail Systems in the Sugarland Run Watershed***

| <b>Park</b>             | <b>Address</b>                     | <b>Pet Waste Station</b> | <b># of Stations</b> |
|-------------------------|------------------------------------|--------------------------|----------------------|
| Alabama Drive           | 1100 Alabama Drive                 | Yes                      | 1                    |
| Bready                  | 814 Ferndale Avenue                | Yes                      | 2                    |
| Bruin                   | 415 Van Buren Street               | Yes                      | 1                    |
| Cuttermill              | 1501 Herndon Parkway               | Yes                      | 1                    |
| Folly Lick Branch Trail | Folly Lick Branch Stream Valley    | Yes                      | 3                    |
| Haley Smith             | 324 Van Buren Street               | Yes                      | 1                    |
| Harding                 | 749 Van Buren Street               | Yes                      | 1                    |
| Runnymede               | 195 Herndon Parkway                | Yes                      | 1                    |
| Spring Street           | Van Buren Street and Spring Street | Yes                      | 1                    |

| <b>Park</b>         | <b>Address</b>                           | <b>Pet Waste Station</b> | <b># of Stations</b> |
|---------------------|--|--------------------------|----------------------|
| Stanton             | Monroe Street and 3 <sup>rd</sup> Street | Yes                      | 1                    |
| Sugarland Run Trail | Sugarland Run Stream Valley              | Yes                      | 2                    |
| Trailside           | 1022 Crestview Drive                     | Yes                      | 2                    |

In addition to Town-operated parks and trails, 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. NOVA Parks has installed pet waste stations along the trail, including in Herndon. Private open space such as community association common area is also frequented by pet walkers. The Town tracks the location of these private pet waste stations and actively encourages the establishment of new stations.

#### *Human Sources*

Potential human sources of bacteria to the MS4 include failing septic systems and sanitary sewer cross-connections, spills, or leaks. The vast majority of the Town is connected to public sanitary sewer and no Town owned or operated properties have individual septic systems. All new construction must connect to the sanitary sewer in accordance with Chapter 74, Article II “Individual Sewage Disposal Systems” if it is within 300 feet of public sanitary sewer. When sanitary sewer becomes available to existing construction, septic tanks must be abandoned and the property connected to the sanitary sewer system. Any remaining septic systems must meet the maintenance and pump out requirements of the Virginia Chesapeake Bay Preservation Area Designation and Management Regulations. This is enforced through the Fairfax County Health Department.

With regard to the sanitary sewer system, the Town Department of Public Works maintains approximately 85 miles of pipe. There are eight metering stations that monitor levels of flow. Information from the stations is used to detect unusual decreases/increases in flow and to initiate investigation as needed. System inspection includes the use of closed-circuit television (CCTV). The Town’s goal is to inspect 20-35% of the system annually. This ensures that any problems or issues are identified and corrected early. The Town also has an ongoing pipe lining and manhole rehabilitation program.

Finally, to detect potential cross-connections and other illicit discharges, the Town implements a dry weather stormwater outfall monitoring program. The Town’s program is described in its MS4 Program Plan, BMP 3.D. Any leaks or cross-connections are dealt with immediately.

#### *Wildlife Sources*

Wildlife is also a potential source of bacteria to the MS4. The TMDL states “Virginia and USEPA are not proposing the elimination of natural wildlife to allow for the attainment of water quality standards. However, managing overpopulations of wildlife remains an option available to local stakeholders.”<sup>4</sup> Canada Geese are a particular issue for the Northern Virginia region. The Town’s Centennial Golf Course, which is mostly located outside of the Town’s MS4, actively manages

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<sup>4</sup> Section 5.6 of the TMDL.

wildlife, including Canada Geese, on its property. The program, which is Audubon International Certified, includes the following components:

- December to March – Train staff on how to identify potential nesting sites and monitor designated areas, especially around ponds.
- February to March – Train Staff how to addle eggs. Addle is coating the egg with vegetable or corn oil, which deprives the embryo of oxygen.
- Late March and April – Locate nests and addle and/or remove eggs.
- Mid-May to mid-Summer – Harass geese so that they leave the property. This may include bird bangers, flashing lights, and remote control boats.
- Fall – resume harassment as necessary.

#### 2.4 Best Management Practices

The Sugarland Run TMDL provides the following guidance to MS4s regarding the implementation of BMPs to reduce bacteria pollution:

“For MS4s/VSMP individual and general permits, the Commonwealth expects the permittee to specifically address the TMDL wasteload allocations (WLA) for stormwater through the iterative implementation of BMPs that may include both structural and nonstructural controls.” “It should be noted that implementation of the WLAs for MS4 permits will focus on achieving the percent reductions required by the TMDL, rather than the individual numeric WLAs. The MS4 WLAs are aggregated by geographic boundary. It is not intended that individual numeric WLAs will be applied towards each permit. Rather, the MS4 permittees are expected to implement programmatic controls aimed at achieving the pollutant reductions identified in this TMDL. Additionally, it is anticipated that the implementation of MS4 WLAs will focus on reducing anthropogenic sources of the pollutant of concern.”<sup>5</sup>

The Town has developed and implemented a comprehensive program over multiple permit cycles to prevent the discharge of anthropogenic sources of bacteria from the MS4. In accordance with Part II B 4 of the MS4 permit, the Town must select and implement at least three of the strategies listed in Table 5 of the MS4 permit. The strategies must correspond to the sources identified in Section 2.3 of this action plan. Table 2C summarizes the Town’s bacteria management controls and demonstrates compliance with the requirement to implement strategies from Table 5 of the MS4 permit.

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<sup>5</sup> Section 5.3.2 of the TMDL.

**Table 2C – Town of Herndon Bacteria Reduction BMPs**

| Program Element                        | Description   | Specific Actions  | Permit Table 5 Strategy  |
|--|---|---|--|
| <b>Domestic Pets</b>                   |   |   |  |
| Public Education and Outreach          | The MS4 Program Plan, BMP 1.B, identifies bacteria from pet waste is one of the Town’s three high-priority stormwater issues. The objective of this BMP is to reduce bacteria pollution by targeting pollution prevention materials to the Town’s dog owners and to make it convenient for dog owners to properly dispose of waste. | Continue to distribute “Scoop Your Poop” post cards through partnership with local veterinary clinics.  |  |
|  |   | At least once during the permit cycle, send targeted pollution prevention information by mail to Town residents who hold a Fairfax County Dog License.  |  |
|  |   | The Town has 11 parks where people are likely to walk their pet and has aggressively established pet waste stations in public spaces (trails and parks). In addition, the Town has worked with home owners associations to install stations in private common areas. The Town will continue to assess and identify any potential gaps in coverage and install additional stations as necessary. | Provide signage to pick up dog waste, providing pet waste bags and disposal containers.              |
|  |   | At least once annually, post on social media about the importance of proper pet waste disposal.   | Maintain dog parks by removing disposed of pet waste bags and cleaning up other sources of bacteria. |
| Northern Virginia Clean Water Partners | The Town is an active partner in the Northern Virginia Clean Water Partners program (MS4 Program Plan BMP 1.D). The program allows the Town to leverage funding with its regional partners to reach target audiences with greater frequency and in more ways than   | Continue to participate in the Clean Water Partners program.  |  |

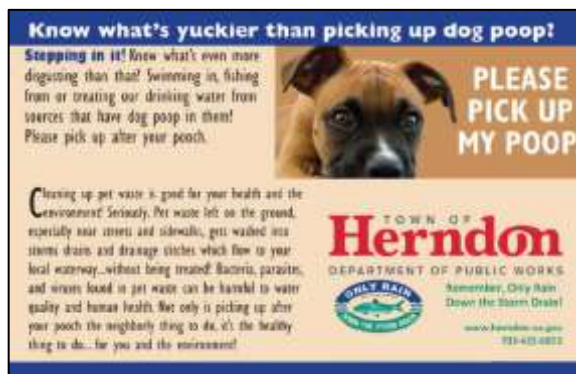
| Program Element                   | Description   | Specific Actions  | Permit Table 5 Strategy  |
|-----------------------------------|---|---|--|
|                                   | working alone. Reducing bacteria from pet waste is one of the primary focus areas of the regional effort.   |   |  |
| Pet Waste Removal                 | The Town has enacted a “pooper-scooper” ordinance (Town Code, Section 6-1) that requires the owner or custodian of any dog to remove excreta deposited by such dog on the property of another, including public places. A violation is a Class 4 misdemeanor, which is punishable by a fine of not more than \$250. | Town Code, Section 6-1 is enforced by the Town on an ongoing basis.   | Adopt and enforce pet waste ordinances or policies, or leash laws or policies. |
| <b>Illicit Discharges</b>         |   |   |  |
| Reporting Illicit Discharges      | The MS4 Program Plan, BMP 2.B, promotes the ability of the public to report illicit discharges, illegal dumping, spills, complaints about land disturbing activities, and other stormwater pollution concerns.  | Provide information on how to report a potential illicit discharge or illegal dumping (including phone, email, and online forms) on the stormwater webpage. |  |
| Prohibition of Illicit Discharges | The Town has enacted an ordinance (Town Code, Section 26-323) to prohibit illicit discharges to the storm sewer system and to conduct necessary enforcement in the case of an illicit discharge.  | Continue to enforce the provisions of Town Code, Section 26-323.  |  |
| Dry Weather Outfall Screening     | The MS4 Program Plan, BMP 3.D, establishes a program to identify and eliminate illicit discharges as soon as possible to minimize impacts to water quality.   | Perform dry weather outfall screening for at least 50 outfalls annually such that no more than 50% are screened in the previous 12-month period.            |  |
| Staff Training                    | The MS4 Program Plan, BMP 6.D establishes a program to train employees on pollution prevention  | All field personnel are trained every other year on the recognition and reporting of illicit discharges. This   |  |

| Program Element                      | Description  | Specific Actions   | Permit Table 5 Strategy   |
|--------------------------------------|--|--|---|
|                                      | goals and how to recognize and correct potential sources of pollution. Prevention of bacteria pollution is an element of the Town’s training.  | includes staff from the Department of Public Works, Community Development, Parks, Golf Course, and Chestnut Grove.     |   |
| Sanitary Sewer Connections           | All new construction must connect to the sanitary if it is within 300 feet of public sanitary sewer (Town Code, Chapter 74, Article II). When sanitary sewer becomes available to existing construction, septic tanks must be abandoned and the property connected to the sanitary sewer system. | Continue to enforce Town Code, Chapter 74.   |   |
| Sanitary Sewer Inspection Program    | The Town DPW routinely inspects approximately 85 miles of sanitary sewer pipe for leaks and cross connections using CCTV.  | Continue to inspect 20-35% of the system annually and make repairs based on inspection results.                        |   |
| Septic Pump Out Requirements         | All septic systems in Fairfax County, including the Town of Herndon, must be pumped out at least once every five years. This is a requirement of the Chesapeake Bay Preservation Area Designation and Management Regulations.  | Continue to work with the Fairfax County Health Department to enforce septic pump out requirements.                    | Implement septic tank inspection and maintenance program.   |
| <b>Wildlife</b>                      |  |  |   |
| Golf Course Geese Management Program | The Town’s Golf Course actively manages wildlife, including Canada Geese, on its property.   | Continue to implement the Golf Course program. Elements include staff training, addling of eggs, and geese harassment. | Identify areas with high bird populations and evaluate deterrents, population controls, habitat modifications, and other measures that may reduce bird-associated bacteria loading. |

## 2.5 Outreach Strategy

The Town’s MS4 Program Plan, BMP 1.B “Bacteria from Pet Waste Pollution Prevention” 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 plan was updated in 2019 to meet the new MS4 permit requirements. The Sugarland Run TMDL was considered in the plan’s development. The plan identifies bacteria as a high-priority water quality issue and outlines target audiences and bacteria-specific outreach strategies.

The Town is 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. Importantly, the Clean Water Partners program conducts an annual survey to assess its effectiveness. Data is collected for the entire region and for Fairfax County, which includes the Town of Herndon. This enables the Town to track long-term trends and adjust its public education and outreach program accordingly. For example, in 2020, 71% of survey respondents indicated that they always pick up after their pets, with an additional 11% indicating that they usually do so. The goal of the Town is to maintain and increase the number of people who always pick up after their pets. It is noted that the Sugarland Run TMDL, in estimating urban pollutant loads, assumes a pick-up rate of 50%.<sup>6</sup>



*Examples of bacteria pollution prevention education materials.*

Town field crews receive pollution prevention training at least once every 24 months (MS4 Program Plan, BMP 6.D). This training includes how to identify and report potential sources of bacteria to the MS4.

<sup>6</sup> Section 3.8.6 of the TMDL.



### 3. Schedule of Anticipated Actions

Table 3A presents a summary of anticipated actions planned for implementation to address the Sugarland Run bacteria TMDL.

*Table 3A – Schedule of Anticipated Actions*

| <b>Program Element</b>            | <b>Description</b>  | <b>Implementation Schedule</b>   | <b>Responsible Party</b> |
|-----------------------------------|---|--|--------------------------|
| MS4 Program Plan                  | <p>The Town will continue to implement the MS4 Program Plan, including elements related to bacteria. BMPs include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• BMP 1.B – Distribution of “Scoop Your Poop” post cards.</li> <li>• BMP 1.B – Educational mailings to dog license holders.</li> <li>• BMP 1.B – Establishment and maintenance of pet waste stations at all public parks and trails.</li> <li>• BMP 1.B – Educational posts on social media.</li> <li>• BMP 2.B – Information on how the public can report a potential illicit discharge.</li> <li>• BMP 3.D – Dry weather outfall screening.</li> <li>• BMP 6.D – Training of all field personnel in the recognition and reporting of illicit discharges.</li> </ul> | 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 sanitary sewer inspection program to ensure there are no leaks or cross-connections that could impact the MS4.   | Ongoing, with target of 20-35% of the system annually.   | Public Works.            |

| Program Element                         | Description   | Implementation Schedule   | Responsible Party   |
|---|---|---|---|
| Legal Authorities                       | <p>The Town will continue to implement the following legal authorities:</p> <ul style="list-style-type: none"> <li>• Town Code, Section 6-1 – “Pooper Scooper” ordinance.</li> <li>• Town Code, Chapter 74, Article II – Sanitary sewer connection ordinance.</li> <li>• Town Code, Section 26-323 – Prohibition of illicit discharges</li> <li>• Chesapeake Bay Preservation Ordinance – Septic pump out requirements</li> </ul> | Ongoing.  | Town Attorney; Public Works; Animal Control; Fairfax County Health Department |
| Golf Course Wildlife Management Program | The Golf Course will continue to implement its wildlife management program.   | <p>The program includes the following components:</p> <ul style="list-style-type: none"> <li>• December to March – Train staff on how to identify potential nesting sites and monitor designated areas, especially around ponds.</li> <li>• February to March – Train Staff how to addle eggs. Addle is coating the egg with vegetable or corn oil, which deprives the embryo of oxygen.</li> <li>• Late March and April – Locate nests and addle and/or remove eggs.</li> <li>• Mid-May to mid-Summer – Harass geese so that they leave the property. This may include bird bangers, flashing lights, and remote control boats.</li> <li>• Fall – resume harassment as necessary.</li> </ul> | Golf Course   |

## 4. Opportunity for Public Comment

In accordance with Part II B 7 of the MS4 permit, this plan must be made available for public comment for at least 15 days. The draft plan was put on the Town's stormwater web page with an invitation for the public to provide comment from October 15 through October 30, 2020. The opportunity to provide comment was also advertised through the Town's social media outlets. A snapshot of the web page and social media post are provided below. No comments from the public were received.

**Stormwater Management**

Font Size: Share & Bookmark Feedback Print

The Department of Public Works is responsible for the maintenance and repair of the stormwater drainage system within the town. The town's storm drainage systems goes directly into our streams and drains into the Potomac River. The Potomac River is an important drinking water supply and drains into the Chesapeake Bay.

**What is Stormwater?**

Stormwater is caused by rain or snow melt. Excess stormwater that cannot infiltrate into the soil or be absorbed by vegetation washes pollutants like soil, litter, fertilizers, automotive fluids, detergents, and bacteria into our creeks, rivers, lakes and oceans. In heavy storms, stormwater can cause flooding and drainage problems. Stormwater runoff is a leading source of water pollution.

**We want your input!**

The town invites public comment for the [Draft Sugarland Run TMDL Action Plan](#). Comments will be received beginning October 15 - October 30, 2020.

This Bacteria total maximum daily load (TMDL) Action Plan for Sugarland Run documents how the Town of Herndon 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 Herndon's most recent MS4 permit (VAR040060) issued by the Virginia Department of Environmental Quality (DEQ) became effective.

The public comment period provides an opportunity for citizens to review, comment on, and express any concerns about the plan. Members of the community are encouraged to review the plan online and ask town staff questions for additional information if needed. A summary of comments received will be included in the plan as well as any revisions made to the Action Plan as a result of public participation.

The town invites comments through October 30, 2020 by email: [publicworks@herndon-va.gov](mailto:publicworks@herndon-va.gov) or by mail: Department of Public Works, Attn: TMDL Action Plan, 777 Lynn Street, Herndon, VA 20170.

**IT'S On! Herndon** Town of Herndon Government

October 19 ·

We want your input! The town has a draft plan to use best practices in reducing bacteria pollution from Sugarland Run, and is taking comments through October 30: <https://www.herndon-va.gov/departments/stormwater-management>

4 2 Shares

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## **Appendix A**

### **Cooperative Agreement with Fairfax County**

**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.

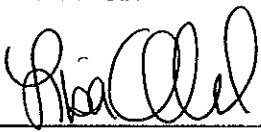
42. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

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.

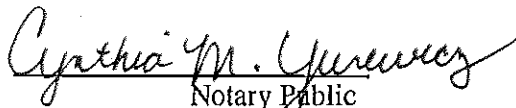
**[Signatures appear on the following pages.]**

TOWN OF 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

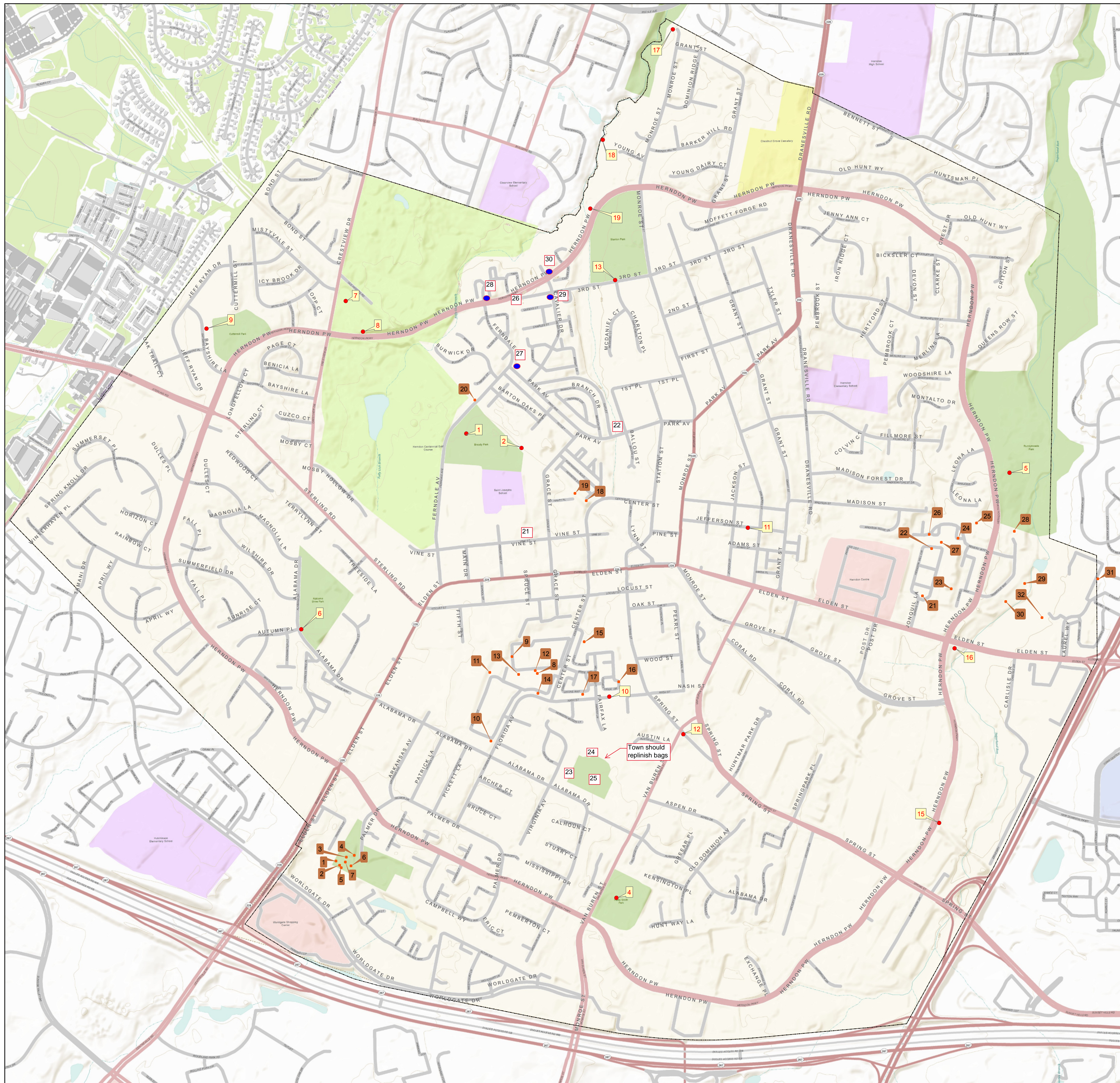
My commission expires: March 31, 2019  
Notary Registration Number: 7642019

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

## **Appendix B**

### **Pet Waste Stations Map**

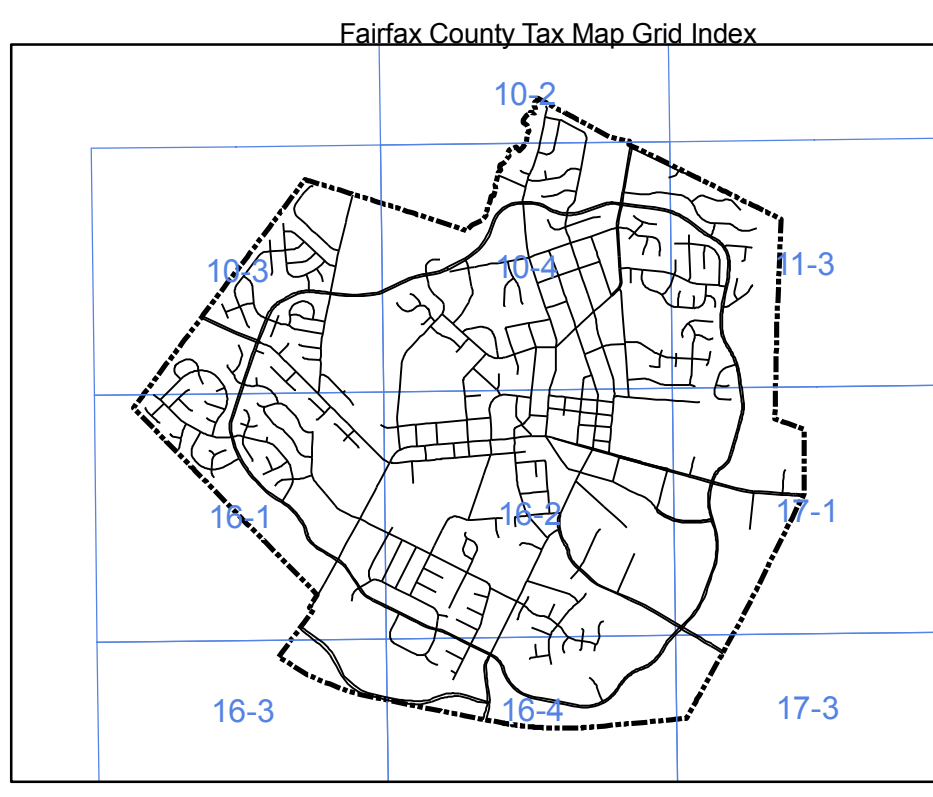
# Town of Herndon, Virginia, Dog Waste Station Map



| Location                                     | #         | Qty        | West (-)   | North (+) |
|--|-----------|------------|------------|-----------|
| <b>TOWN OF HERNDON STATIONS</b>              |           |            |            |           |
| Bready Park - Tennis bubble parking lot      | 1         | 177 23 592 | 38 58 463  |           |
| Bready Park - Trail entrance                 | 2         | 177 23 445 | 38 58 432  |           |
| Bready Park - Community Center side          | 3         |            |            |           |
| Haley Smith Park - Parking lot               | 4         | 177 23 185 | 38 57 497  |           |
| Runnymede Park - Parking lot                 | 5         | 177 22 145 | 38 58 368  |           |
| Alabama Park - Entrance                      | 6         | 177 24 038 | 38 58 060  |           |
| Trailside Park - Parking lot and trail       | 7         | 177 23 909 | 38 58 742  |           |
| Trailside Park - Herndon Parkway trail       | 8         | 177 23 864 | 38 58 678  |           |
| Cuttermill Park - Trail entrance             | 9         | 177 24 281 | 38 58 688  |           |
| Bruin Park - Trail entrance                  | 10        | 177 23 219 | 38 57 912  |           |
| Harding Park - Entrance                      | 11        | 177 22 844 | 38 58 260  |           |
| Spring Street Park - Trail                   | 12        | 177 23 023 | 38 57 832  |           |
| Stanton Park - Entrance                      | 13        | 177 23 190 | 38 58 779  |           |
| Across from HMC by gas house                 | 14        |            |            |           |
| Sugarland Run Trail - Police station side    | 15        | 177 22 344 | 38 57 641  |           |
| Sugarland Run Trail - Elden street side      | 16        | 177 22 297 | 38 58 004  |           |
| Folly Lick Branch Trail - end                | 17        | 177 23 028 | 38 59 299  |           |
| Folly Lick Branch Trail - End of Young Ave   | 18        | 177 23 218 | 38 59 0708 |           |
| Folly Lick Branch Trail - Herndon Parkway    | 19        | 177 23 254 | 38 58 928  |           |
| Herndon Parkway Rain Garden                  | 20        |            |            |           |
| <b>Total Town</b>                            | <b>17</b> |            |            |           |
| <b>STATIONS MAINTAINED BY OTHER ENTITIES</b> |           |            |            |           |
| Chandon Park                                 | 1         | 177 23 953 | 38 57 577  |           |
| Chandon Park                                 | 2         | 177 23 952 | 38 57 576  |           |
| Chandon Park                                 | 3         | 177 23 925 | 38 57 585  |           |
| Chandon Park                                 | 4         | 177 23 905 | 38 57 588  |           |
| Chandon Park                                 | 5         | 177 23 939 | 38 57 563  |           |
| Chandon Park                                 | 6         | 177 23 913 | 38 57 567  |           |
| Chandon Park                                 | 7         | 177 23 928 | 38 57 575  |           |
| Jefferson Mews                               | 8         | 177 23 416 | 38 57 956  |           |
| Lifestyle Condos                             | 9         | 177 23 477 | 38 57 998  |           |
| Jefferson Mews                               | 10        | 177 23 537 | 38 57 823  |           |
| Jefferson Mews                               | 11        | 177 23 537 | 38 57 966  |           |
| Lifestyle Condos                             | 12        | 177 23 421 | 38 57 974  |           |
| Jefferson Mews                               | 13        | 177 23 460 | 38 57 961  |           |
| Jefferson Mews                               | 14        | 177 23 409 | 38 57 921  |           |
| Townes of Herndon                            | 15        | 177 23 284 | 38 58 027  |           |
| Townes of Herndon                            | 16        | 177 23 199 | 38 57 941  |           |
| Townes of Herndon                            | 17        | 177 23 281 | 38 57 918  |           |
| Fortnightly Square                           | 18        | 177 23 274 | 38 58 321  |           |
| W & OD Trail                                 | 19        | 177 23 304 | 38 58 336  |           |
| W & OD Trail                                 | 20        | 177 23 568 | 38 58 533  |           |
| Village at Herndon Mills                     | 21        | 177 22 381 | 38 58 114  |           |
| Village at Herndon Mills                     | 22        | 177 22 355 | 38 58 212  |           |
| Crestview Townhouses                         | 23        | 177 22 304 | 38 58 128  |           |
| Crestview Townhouses                         | 24        | 177 22 284 | 38 58 233  |           |
| Crestview Townhouses                         | 25        | 177 22 242 | 38 58 256  |           |
| Crestview Townhouses                         | 26        | 177 22 361 | 38 58 242  |           |
| Crestview Townhouses                         | 27        | 177 22 329 | 38 58 225  |           |
| Stuart Woods                                 | 28        | 177 22 134 | 38 58 246  |           |
| Stuart Woods                                 | 29        | 177 22 108 | 38 58 137  |           |
| Stuart Woods                                 | 30        | 177 22 159 | 38 58 100  |           |
| Stuart Woods                                 | 31        | 177 21 913 | 38 58 145  |           |
| Stuart Woods                                 | 32        | 177 22 063 | 38 58 066  |           |
| <b>Total Private</b>                         | <b>32</b> |            |            |           |
| <b>TOTAL</b>                                 | <b>49</b> |            |            |           |

- Town Dog Waste Station and Number
- Private Dog Waste Station and Number

This map was prepared by the Town of Herndon GIS 6/08/2011.  
 PDF versions of this map may not print to indicated scale.  
 Please contact the appropriate Town department for source information for the features represented on this map.  
 For reference purposes only.  
 Sources:  
 - Attributes:  
 - Basemap: Fairfax County GIS  
 - Water Utilities: Town of Herndon



Copyright 2011 Town of Herndon, Virginia, USA  
 1 inch = 493 feet  
 500 250 0 500 1,000 1,500 Feet