

Permit Year 2

Program Plan

City of Poquoson Annual Report

VAR# 040024

Submitted to DEQ September 30, 2019

For use in the 2019-2020 permit year

Poquoson MS4 PROGRAM PLAN

BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
	Program Plan Requirements	Identify the roles and responsibilities for each department, division, and subdivision in implementing the permit, also include the written agreement for any other entities implementing parts of the Program Plan	List of roles and responsibilities, written agreement	SW Program Administrator	As needed	List of roles and responsibilities; Written agreement(s)	
	Roles and responsibilities						
1.1	Update Public Education and Outreach Program						
1.1a	Design a plan to educate citizens on actions they can take to reduce impacts of stormwater pollution on waterways with an emphasis on impaired waters by first identifying at least 3 high-priority water quality issues	Clearly identify at least 3 high priority water quality issues	Issues identified	askHRgreen.org Stormwater Education Subcommittee	PY1	Education and Outreach Plan	Completed in PY1
1.1b	Rationale for selecting each of the 3 issues	Explain the importance of each issue	Raitonale identified	askHRgreen.org Stormwater Education Subcommittee	PY1	Education and Outreach Plan	Completed in PY1
1.1c	Provide a contact name and phone number where the public can find more information	Provide contact information	Information provided	SW Program Administrator	PY1	https://www.ci.pog.uson.va.us/278Stormwater-Quality	Completed in PY1
1.1d	Increase public's knowledge of hazards associated with illegal discharges and improper disposal of waste, including legal implications	Communicate hazards	Document communications	askHRgreen.org Stormwater Education Subcommittee	Ongoing	Education and Outreach Plan	

Poquoson MS4 PROGRAM PLAN

BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
1.1e	Target individuals or groups most likely to have significant stormwater impacts	Identify the audience for each issue	Audience identified	askHRgreen.org Stormwater Education Subcommittee	Ongoing	Education and Outreach Plan	
1.1f	Strategies listed in Table 1 of permit	Identify two or more strategies to address each issue	Strategies identified	askHRgreen.org Stormwater Education Subcommittee	Ongoing	Education and Outreach Plan	
1.1g	Schedule for communicating messaging	Document the anticipated time periods the messages will be communicated or made available to the public	Time periods documented	askHRgreen.org Stormwater Education Subcommittee	Ongoing	Education and Outreach Plan	
1.2	Regional Media Campaign to Address High Priority Issues						
1.2a	<i>Scoop the Poop</i> campaign	Make <i>Scoop the Poop</i> information and giveaways available where citizens receive animal licenses and at pet-related events as appropriate	Target audience reached through activities.	askHRgreen.org Stormwater Education Subcommittee		askHRgreen.org Annual Report:	
1.2b	Promote Lawn Care campaign	Run media campaigns and make lawn care best management practice guides available.	Target audience reached through activities.	askHRgreen.org Stormwater Education Subcommittee		askHRgreen.org Annual Report	

Poquoson MS4 PROGRAM PLAN

BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
1.2c	Promote FOG campaign	Participate in the askHRgreen.org regional media campaign via print, television (local municipal access, cable and local affiliate), radio, and social media	Target audience reached through activities.	askHRgreen.org Stormwater Education Subcommittee		askHRgreen.org Annual Report	Compliant. Annual report is in the Appendix.
1.2d	Promote Stormwater Pollution Prevention to Businesses	Participate in the askHRgreen.org regional Bay Star Businesses Program	Target audience reached through activities.	askHRgreen.org Stormwater Education Subcommittee		askHRgreen.org Annual Report	Compliant. Annual report is in the Appendix.
1.3	Provide for Public Participation						
1.3a	Local Outreach	Post volunteer opportunities on local website.	Number and types of events	askHRgreen.org Representative	Annually	Locality website	
1.3b	Regional Initiatives	Submit articles for askHRgreen.org blog or on locality website for public participation in water quality improvement initiatives.	Number and types of events submitted	askHRgreen.org Representative	Annually	askHRgreen.org website	
1.3c	Regional Outreach	Post volunteer opportunities on askHRgreen.org calendar or on locality website	Number and types of events submitted	askHRgreen.org Representative & HRPDC Environmental Educator	Quarterly	askHRgreen.org website	

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BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
1.3d	Distribute educational materials developed through askHRgreen.org	Distribute materials developed through askHRgreen.org to target audience in locality.	Number of materials distributed	askHRgreen.org Representative	Continuously	List of giveaways in Appendix.	Compliant. See list of giveaways in Appendix. 725 materials were distributed.
1.3e	Maintain and enhance askHRgreen.org website	Increase website visits each year	Annual askHRgreen.org website visits	HRPDC & askHRgreen.org	Permit Cycle	askHRgreen.org Annual Report	Visits to askHRgreen.org have increased every year since 2012
1.4	Participate in regional committees: askHRgreen.org and Regional Stormwater Workgroup		Maintain valid MOA	HRPDC	Every 5 years (concurrent with MS4 permit cycle).	MOA	MOA was renewed in 2018. See Appendix.
1.4a	Regional Cooperation	Participate in the regional processes, including the Regional Stormwater Workgroup and askHRgreen.org	Number of meetings attended/Number of meetings held	SW Program Administrator	Annually	Attendance chart	Compliant. See Attendance Chart in Appendix.
1.4b	askHRgreen.org	Participate in at least 50% of Stormwater Education Subcommittee meetings	Number of meetings attended/Number of meetings held	SW Program Administrator	Annually	Attendance chart	Compliant. See Attendance Chart in Appendix.

Poquoson MS4 PROGRAM PLAN

BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
1.5	Evaluation and Assessment	Evaluate and assess progress towards meeting measurable goals.	SW Program Administrator	Annually	Annual report	Poquoson library events are well attended. The Seafood Festival provides WQ information to an audience of more than 4 times the City's population. Public education events combining WQ info with "life on the water" themes are successful. Program is compliant and should build on current popular events/themes.	

Poquoson MS4 PROGRAM PLAN

2. Public Involvement/Participation						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
2.1	Public Involvement			SW Program Administrator & IT Department	PY1	Annual report
2.1a	Develop and implement procedures for public to report illicit discharges, spills, and other environmental concerns	Implement procedures	Procedures	SW Program Administrator & IT Department	PY1	Annual report
2.1b	Establish methods to receive, respond to, and document public input on the MS4 program	Establish methods	Methods and documentation	SW Program Administrator & IT Department	PY1	Annual report
2.1c	Establish a dedicated webpage for the MS4 program that includes: 1) the MS4 permit and coverage letter, 2) Program Plan, 3) annual reports, 4) a way to report illicit discharges, and 5) methods for how the public can provide input on the Program Plan	Establish a dedicated MS4 webpage	Presence of materials on dedicated MS4 webpage	SW Program Administrator & IT Department	Before 2/1/19	Annual report
2.2	Public Participation					Participation Categorization Summary Spreadsheet
2.2a	Offer a minimum of four local activities per year from two or more categories in Table 2	Local Activities are shown on attached Public Involvement Spreadsheets	Activities offered	SW Program Administrator	Annually	Participation Categorization Summary Spreadsheet
2.2b	Identify a metric for each public participation activity	Identify metrics	Examples include the weight of debris collected or number of participants	SW Program Administrator	Annually	Participation Categorization Summary Spreadsheet

Poquoson MS4 PROGRAM PLAN

2. Public Involvement/Participation							
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
2.2c	Schedule of public participation activities	Document the anticipated time periods the activities will occur	Time periods documented	SW Program Administrator	Annually	Annual report	
2.3	Evaluation and Assessment	Evaluate and assess whether the activities are beneficial to improving water quality.		SW Program Administrator	Annually	Annual report	

City of Poquoson MS4

PROGRAM PLAN

3. Illicit Discharge Detection and Elimination						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
3.1	Storm Sewer System Map	Maintain and update mapping	Updated Map	SW Program Administrator/IT Dept. (GIS)	Annually	Service area map
3.1a	MS4 service area map using the 2010 CUA	Maintain and update table	Updated Table	SW Program Administrator/IT Dept. (GIS)	Annually	Information Table
3.1b	MS4 outfall or point of discharge information table					

City of Poquoson MS4

PROGRAM PLAN

3. Illicit Discharge Detection and Elimination

3. Illicit Discharge Detection and Elimination							
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 2 Status
3.1c	Provide to DEQ a GIS-compatible shapefile of the MS4 map	Provide file	Provide to DEQ	SW Program Administrator/IT Dept. (GIS)	No later than 7/1/19	Shapefile or PDF	Completed in PY 1
3.1d	New outfalls or recently approved TMDLs	Update map and table	Updated map and table	SW Program Administrator/IT Dept. (GIS)	No later than October 1 each year, incorporate updates through June 30	Map and information table	
3.1e	Provide written notification to downstream MS4s	Identify and notify, in writing, any downstream adjacent MS4 of any known physical interconnection established or discovered after permit effective date.	Develop map, Regional Stormwater Workgroup Meetings, letters	SW Program Administrator	Annually	Letters; meeting attendance	Compliant. No notifications required because Poquoson is downstream of all other MS4s.

City of Poquoson MS4 PROGRAM PLAN

3. Illicit Discharge Detection and Elimination						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
3.1f	Prohibit illicit discharges through ordinance	Continue implementing and enforcing the illicit discharge/stormwater ordinance.	Current Ordinance	SW Program Administrator/ Fire Dept	As necessary	Compliant. See https://library.municode.com/va/poquoson/codes/codes_of_ordinances?nodeId=PT1COOR_C_H34EN_ARTVSTM
3.2	Dry Weather Screening (DWS)	Implement written dry weather field screening methodologies for IDDE. Track the outfall unique identifier, time since last precipitation event, estimated quantity of the last precipitation event, site description, whether a discharge was observed and if so, rate of discharge, and visual characteristics	Protocol	SW Program Administrator/ SW Inspector	Continuously	DWS Protocol

City of Poquoson MS4 PROGRAM PLAN

3. Illicit Discharge Detection and Elimination						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
3.2b	Develop a prioritized schedule for field screening and the rationale for the prioritization	Implement the schedule and document the rationale	Schedule	SW Program Administrator/ SW Inspector	Annually	DWS Protocol
3.2c	Field testing & outfall reconnaissance inventory (ORI)	Perform dry weather screening of a minimum of 50 outfalls (or all if < 50 outfalls in MS4)	Documentation of screening performed and results	SW Program Administrator/ SW Inspector	Annually	ORI Field sheets; summary table

City of Poquoson MS4 PROGRAM PLAN

3. Illicit Discharge Detection and Elimination						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
3.3	IDDE program implementation	Implement written IDDE procedures	Procedures	SW Program Administrator	Continuously	Procedures
3.3a	Maintain and implement written procedures for IDDE	Promote & publicize IDDE reporting	Presence of contact information on website	SW Program Administrator	Continuously	Locality website
3.3b	Public IDDE Reporting	Yard inspections; Develop/enhance reporting relationship with FD/Haz Mat Team; targeted education	Number of responses/ number of inspections	SW Program Administrator/ Fire Dept	Continuously	Inspection forms
3.3c	Prevent or minimize the discharge of hazardous substances and oil in the MS4 stormwater discharge.	Track illicit discharge detection and elimination activities.	Number of investigations and actions taken	SW Program Administrator/ Fire Dept	Ongoing	List of Activities
3.3d	IDDE activity tracking					

City of Poquoson MS4 PROGRAM PLAN

3. Illicit Discharge Detection and Elimination						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
3.3e	Continue Sanitary Sewer System improvements in coordination with SSO consent order	Continue to diagnose and correct deficiencies	Number of improvements	SW Program Administrator/ Public Utilities	Continuously	List of Improvement \$
3.4	Spill reporting					
3.4a	Report non sewer spills and releases from small MS4 operated properties that reach State waters to DEQ.	Report spills to the DEQ's Pollution Response Program (PREP), if applicable	Number of internal reports. If applicable, obtain PREP number.	SW Program Administrator/ Fire Dept	Continuously	Internal Summary Report
3.4b	Report Sanitary Sewer Overflows through SSORS database.	Continue to utilize SSORS to report Sanitary Sewer Overflows	Number of overflows	Public Utilities Superintendent.	Continuously	List from SSORS

City of Poquoson MS4

PROGRAM PLAN

3. Illicit Discharge Detection and Elimination						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
3.5	Evaluation and Assessment	Evaluate and assess progress towards meeting measurable goals.		SW Program Administrator/ Fire Dept	Annually	Annual report

PROGRAM PLAN

4. Construction Site Storm Water Runoff Control						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
4.1	Legal Authorities	Continue to implement the SWM, E&SC, & CBPA ordinances	SW, E&SC, & CBPA	CBPA Program Administrators	Continuously	<p>Ordinances. E&SC ordinance link: https://library.municode.com/va/poquoson/codes/code_of_ordinances?nodeId=PT1ICOOR_CH34EN_ARTIIERSECO</p> <p>Stormwater link is https://library.municode.com/va/poquoson/codes/code_of_ordinances?nodeId=PT1ICOOR_CH34EN_ARTVSTMA_CBPA</p> <p>ordinance link: https://library.municode.com/va/poquoson/codes/code_of_ordinances?nodeId=PT1ICOOR_APXA_ZO_ARTX1IVENMAAREM_OVDI</p>

PROGRAM PLAN

4. Construction Site Storm Water Runoff Control						PY 1 Status
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
4.1b	Confirmation statement on land disturbing activities	Statement: Land Disturbance Projects that occurred during the reporting period have been conducted in accordance with the current department approved standards and specifications for erosion and sediment control.	Statement	Environmental Compliance Officer	Annually	Land Disturbance Projects that occurred during the reporting period have been conducted in accordance with the current department approved standards and specifications for erosion and sediment control.
4.2	Compliance and Enforcement					
4.2a	Written E&SC inspection procedures	Implement inspection procedures	Procedures	Environmental Compliance Officer	Continuously	Procedures
4.2b	Written E&SC procedures for requiring compliance through corrective action or enforcement action	Implement corrective or enforcement action procedures	Procedures	Environmental Compliance Officer	Continuously	Procedures

PROGRAM PLAN

4. Construction Site Storm Water Runoff Control						PY 1 Status
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
4.2d	E&SC and VSMP combined inspections	Continue to implement construction site BMP, and inspect provisions of the local Erosion and Sediment Control Ordinance.	# of inspections	Environmental Compliance Officer	Annually	Summary from Locality tracking system
4.2e	Enforcement	Continue to implement provisions of the local Erosion and Sediment Control Ordinance.	# Enforcement Actions	Environmental Compliance Officer	Annually	Summary from City records

PROGRAM PLAN

4. Construction Site Storm Water Runoff Control						PY 1 Status
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
4.3	Evaluation and Assessment		SW Program/E&SC Program Administrators	Annually	Annual Report	

5. Post Construction Storm Water Management in New Development and Redevelopment

BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY1 Status
5.1	Post Construction SW Management Program	Implement the approved VSMP	Approved VSMP	VSMP Authority Administrator	Ongoing	Approval letter issued by DEQ	
5.1a	Local VSMP	Implement the stormwater criteria of the Stormwater Management Ordinance for new development and redevelopment	Stormwater Management Ordinance	SW Program Administrator	Ongoing	SWM Ordinance	Compliant. See https://library.municode.com/va/pocouso/codes/code_of_ordinances?nodeid=PT1COOR_C_H34EN_ARTVSTMMA
5.1b	Stormwater Management Ordinance						
5.2	Inspection & Maintenance Schedules for BMPs						
5.2a	Written inspection and maintenance procedures for managing locally owned BMPs	Implement procedures, inspect locally owned BMPs at least annually (or have an approved alternative schedule)	# of inspections; description of significant maintenance activities	SW Program Administrator	Ongoing	Procedures and BMP Spreadsheet /Database	
5.2b	Inspection and enforcement program for privately-owned BMPs	Implement program, inspect privately owned BMPs at least once every 5 years	# of inspections; # of enforcement activities	SW Program Administrator	Ongoing	BMP Spreadsheet /Database	
5.2.c	BMP Maintenance Agreements	Require BMP maintenance agreements as directed by the Stormwater Management Ordinance.	# of Agreements & Inspection Schedules	SW Program Administrator	Ongoing	List of Maintenance Agreements	
5.2d	Optional - Develop and implement a progressive compliance and enforcement strategy	Develop and implement strategy	Strategy	SW Program Administrator	Ongoing	Written Strategy	

5.3	Tracking and Reporting					
5.3a	BMP Tracking	Track all known permanent stormwater management facilities that discharge to the regulated small MS4 and submit the information listed in permit	Data as required by Permit (print & spreadsheet/ database)	SW Program Administrator	Annually	BMP Spreadsheet/Database
5.3b	Update database or spreadsheet with new BMPs	Track new permanent stormwater management facilities	Database or spreadsheet with new BMP information	SW Program Administrator	Within 30 days of date brought online	BMP Spreadsheet /Database
5.3c	Report Construction BMPs	Report BMPs installed to control post-construction runoff through the DEQ Construction SW database.	Confirmation statement	SW Program Administrator	Ongoing	Confirmation Statement
5.3d	Report other BMPs	Report any BMPs not included in the Construction SW database implemented between July 1 - June 30 in the DEQ BMP Warehouse	Confirmation statement	SW Program Administrator	No later than Oct. 1 each year	Confirmation statement and date information was submitted
5.4	Evaluation and Assessment	Evaluate and assess progress towards meeting measurable goals.		SW Program/E&SC Program Administrators	Annually	Annual Report

PROGRAM PLAN

6. Pollution Prevention/Good Housekeeping for Facilities Owned or Operated by the Permittee						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
						PY 1 Status
6.1	Operations and Maintenance Activities	Continue to implement and update plans describing spill prevention and control and pollution prevention procedures for municipal facilities specifically to prevent illicit discharges	SOP(s)/ O&M Plan	SW Program Administrator/ EMS Team	Continuously	SOPs/ O&M Plan
6.1a	Pollution prevention procedures at permittee-owned facilities	Continue to implement and update procedures for proper waste disposal, including yard waste	SOP(s)/ O&M Plan	SW Program Administrator/ EMS Team	Continuously	SOPs/ O&M Plan
6.1b	Waste Disposal	Develop and implement procedures to prevent the discharge of municipal vehicle wash water into the MS4 without a separate VPDES permit	Procedures	Operations Personnel and Department of Utilities	Continuously	SOPs/ O&M Plan
6.1c	Manage Municipal Vehicle Wash Water and Wastewater	Require BMPs when discharging water pumped from utility construction and maintenance activities	BMPs Used	Operations Personnel	Continuously	SOPs/ O&M Plan
6.1e	Stormwater System Maintenance BMPs	Require BMPs for bulk storage areas (salt storage, top soil stockpiles)	BMPs Used	Operations Personnel	Continuously	SOPs/ O&M Plan
6.1f	Bulk Storage BMPs	Prevent the discharge of pollutants to the MS4	BMPs Used	Operations Personnel	Continuously	SOPs/ O&M Plan
6.1g	Manage Leaking Municipally-owned Leaking Vehicles					

PROGRAM PLAN

6. Pollution Prevention/Good Housekeeping for Facilities Owned or Operated by the Permittee						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
6.1h	Manage Fertilizers and Pesticides	Implement procedures to ensure materials are applied in accordance with manufacturer's recommendations	Procedures	Operations Personnel	Continuously	SOPs/ O&M Plan
6.2	Storm Water Pollution Prevention Plans (SWPPP)					
6.2a	High-priority facilities	Identify municipal high-priority facilities that have a high potential to discharge stormwater pollutants	# & type of high-priority facilities	SW Program Administrator	Within 12 months	List of high-priority facilities
6.2b	SWPPP Implementation	Maintain and implement SWPPPs for identified high-priority facilities	SWPPP	SW Program Administrator	Continuously	SWPPP
6.3	Nutrient Management Plans (NMPs)					
6.3a	NMP Implementation	Maintain and implement NMPs on permittee-owned lands where nutrients are applied to a contiguous area greater than one acre	NMP	SW Program Administrator & Landscape Division	Continuously	List of NMP Covered Sites Compliant. Two facilities identified. See list in Appendix.

PROGRAM PLAN

6. Pollution Prevention/Good Housekeeping for Facilities Owned or Operated by the Permittee						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
6.3b	Avoid deicing agents	Operator shall not apply deicing agents containing urea or other forms of nitrogen or phosphorus to parking lots, roadways, and sidewalks, or other paved surfaces	Statement of non-use of nutrient containing deicing agents	SW Program Administrator	Annually	Statement
6.4	Contractors					
		Provide contract language, training, SOPs, etc. to contractors to use appropriate control measures to minimize the discharge of pollutants to the MS4	Contract language, SOPs, etc.	SW Program Administrator	Continuously	Contract language, SOPs, etc.
6.5	Employee Education & Training					
6.5a	Written training plan	Maintain and implement a training plan for applicable staff	Training Plan	SW Program Administrator	PY1	Training Plan
6.5b	IDDE Training for field personnel	Provide training to field personnel in the recognition and reporting of illicit discharges	# of training sessions / # employees trained	SW Program Administrator	No less than once every 24 months	Date, Attendance list, Summary of training objectives
6.5c	Streets & parking lot maintenance staff training	Provide training to Streets & Landscape Divisions for road, street & parking lot maintenance	# of training sessions / # employees trained	SW Program Administrator	No less than once every 24 months	Date, Attendance list, Summary of training objectives

PROGRAM PLAN

6. Pollution Prevention/Good Housekeeping for Facilities Owned or Operated by the Permittee						
BMP	BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents
6.5d	Good housekeeping at municipal yards	Provide training on good housekeeping and pollution prevention practices to employees working in and around maintenance, public works, or rec facilities	# of training sessions / # employees trained	SW Program Administrator	No less than once every 24 months	Date, Attendance list, Summary of training objectives
6.5e	Pesticides & herbicide certifications	Maintain certifications and training for pesticide and herbicide applicators in accordance with Virginia Pesticide Control Act and verify contractors have obtained	Certifications obtained	SW Program Administrator	Continuously	Certifications
6.5f	E&SC & SWM Training	Ensure that plan reviewers, inspectors, and program administrators obtain the appropriate certifications as required under the Erosion and Sediment Control Law and the Stormwater Management Act and verify that contractors have obtained	Certifications obtained	E&SC Program and SW Program Administrators	Continuously	Certifications
6.5g	Emergency Response employee training	Document spill management training for emergency responders	Certifications obtained	Haz-Mat officer	Annually	Certifications
6.6	Evaluation and Assessment	Evaluate and assess progress towards meeting measurable goals.		SW Program Administrator	Annually	Annual report

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TMDL Special Conditions		BMP Description	Measurable Goals	Metric	Responsible Party	Timeline	Associated Documents	PY 1 Status
BMP	BMP Description							
SC-1	Chesapeake Bay TMDL	Update the Chesapeake Bay TMDL Action Plan	Update the Bay TMDL Action Plan to meet 40% reduction of pollutants of concern (POC)	Updated Bay TMDL Action Plan	SW Program Administrator	12 months after permit effective date	Updated Bay TMDL Action Plan	
SC-1a								
SC-1b		Provide opportunity for public comment on the updated Bay TMDL Action Plan	Opportunity provided for public comment	Public comment period for no less than 15 days	SW Program Administrator	Prior to submittal of updated Bay TMDL Action Plan	Record of Comments	
SC-1c		Implement Bay TMDL Action Plan	Implement the Bay TMDL Action Plan to meet 40% of the Level 2 (L2) reductions of pollutants of concern (POC) by the end of the permit cycle	BMPs implemented	SW Program Administrator	End of PY5	Bay TMDL Action Plan	
SC-2	Local TMDL				Local TMDL Action Plan			
SC-2a		Local TMDL Action Plan for TMDLs approved by EPA prior to July 1, 2013	Develop a local TMDL Action Plan		SW Program Administrator		No later than 18 months after permit effective date	Local TMDL Action Plan

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SC-2b Local TMDL Action Plan for TMDLs approved by EPA on or after July 1, 2013 and prior to June 30, 2018	Develop a local TMDL Action Plan	Local TMDL Action Plan	SW Program Administrator	No later than 30 months after the permit effective date	Local TMDL Action Plan	Applicable. Plan to be developed by May 2021.
SC-2c Identify the significant sources of the POC	Identify the significant sources		Sources identified	SW Program Administrator	No later than 18 or 30 months after permit effective date, as applicable	Local TMDL Action Plan
SC-2d Outreach strategy to enhance public (including staff) education on reducing bacteria discharges	Develop and implement an outreach strategy	Outreach Strategy	askHGreen and SW Program Administrator	No later than 18 or 30 months after permit effective date, as applicable	Local TMDL Action Plan	Applicable. Strategy to be developed by May 2021.
SC-2e Schedule of anticipated actions for this permit term	Schedule of anticipated actions provided	Schedule of actions	SW Program Administrator	No later than 18 or 30 months after permit effective date, as applicable	Local TMDL Action Plan	Applicable. Strategy to be developed by May 2021.
SC-2f Public comment period for the updated Local TMDL Action Plan	Opportunity provided for public comment	Public comment period for no less than 15 days	SW Program Administrator	Prior to submittal of updated Local TMDL Action Plan	Record of Comments	Applicable. Strategy to be developed by May 2021.
SC-3 Bacteria TMDL	Implement at least 3 strategies from Table 5	Identify strategies	At least 3 strategies implemented	SW Program Administrator	As listed in schedule of anticipated actions	Bacteria TMDL Action Plan
SC-4 Sediment, Phosphorous, and Nitrogen TMDLs						Applicable. Strategy to be developed by May 2021.

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SC-4a	Implement BMPs to reduce pollutant loads	BMPs listed in the VA BMP Clearinghouse, BMPs approved by the CBP, or using land disturbance thresholds lower than required	BMPs installed	SW Program Administrator	As listed in schedule of anticipated actions	Sediment, P, or N TMDL Action Plan	N/A. No individual TMDLs.
SC-4b	Submit anticipated end date by which the WLA will be met	Identify anticipated end date	Submit anticipated end date	SW Program Administrator	36 months after effective date of permit	Annual report	N/A. No individual TMDLs.
SC-5	PCB TMDLs						
	Develop an inventory of potentially significant sources of PCBs owned or operated by the permittee	Develop potentially significant sources inventory	Potentially significant sources identified	SW Program Administrator	As scheduled in permit	PCB TMDL Action Plan	N/A. No individual TMDLs.

Agreements with Other Entities for Implementing Minimum Control Measures:

Memorandum of Agreement Establishing the Hampton Roads Regional
Stormwater Management Program

The Hampton Roads Water Quality Credit Agreement for Chesapeake
Bay Restoration

The City of Poquoson is also a member of VPPSA, the Virginia Peninsula Public Service Authority. The City participates with VPPSA to host computer parts recycling and household hazardous waste collection events. The website from this organization is attached.

**MEMORANDUM OF AGREEMENT
ESTABLISHING THE
HAMPTON ROADS REGIONAL STORMWATER MANAGEMENT PROGRAM**

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

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

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

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

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

WHEREAS, pursuant to the Virginia Stormwater Management Act, 62.1-44.15, et. seq. of the Code of Virginia, 1950 As Amended, the Board of Soil and Water Conservation has promulgated implementing regulations 4 VAC 50-60, et. seq., which establish the requirements that localities obtain permits for their MS4 discharges; and,

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

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

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

WHEREAS, sixteen local governments and the HRPDC executed the Memorandum of Agreement Establishing the Hampton Roads Regional Stormwater Management

Program on September 5, 2003 and that Agreement expired on December 31, 2007; and,

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

WHEREAS, eighteen local governments and the HRPDC executed the Memorandum of Agreement Establishing the Hampton Roads Regional Stormwater Management Program on July 1, 2013 and that Agreement expires on June 30, 2018.

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

This Memorandum of Agreement entered into this first day of July 2018, among and between the eighteen local governments in Hampton Roads and the HRPDC, establishes and maintains the Hampton Roads Regional Stormwater Management Program.

BASIC PREMISES

All local governments in Hampton Roads operate stormwater management programs.

The Cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth and Virginia Beach received VPDES Permits in 1996. Those permits, which were renewed in 2001, govern the discharges from their MS4s to waters of the state and impose certain operational and reporting requirements on those systems. In 2005, these permits were converted to VSMP permits. These permits must be renewed on a five (5) year basis and the localities applied for renewed permits in 2005. Localities operated programs under administratively continued permits until June 30, 2016. The new permit became effective on July 1, 2016.

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

It was determined that permit coverage for Isle of Wight County was not required, and the County Phase II MS4 Permit was terminated on April 15, 2016.

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

The City of Franklin, the Counties of Gloucester, Isle of Wight, Southampton and Surry and the Towns of Smithfield and Windsor are governed by stormwater management

requirements established under the Virginia Stormwater Management Act and the Virginia Erosion and Sediment Control Law. The Chesapeake Bay Preservation Act also governs Gloucester and Surry Counties and the Towns of Smithfield and Windsor.

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

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

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

1. Manage stormwater quantity and quality to the maximum extent practicable (MEP)
 - Implement best management practices (BMP) and retrofit flood control projects to provide water quality benefits.
 - Support site planning and plan review activities.
 - Manage pesticide, herbicide and fertilizer applications.
2. Implement public information activities to increase citizen awareness and support for the program.
3. Meet the following needs of citizens:
 - Address flooding and drainage problems.
 - Maintain the stormwater infrastructure.
 - Protect waterways.
 - Provide the appropriate funding for the program.
4. Implement cost-effective and flexible program components.
5. Satisfy MS4 stormwater permit requirements:
 - Enhance erosion and sedimentation control.
 - Manage illicit discharges, spill response, and remediation.

This Agreement establishes the administrative framework, which will be used by the local governments in Hampton Roads to address certain stormwater management

requirements under the above-cited state and federal laws and regulations.

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

HRPDC RESPONSIBILITIES

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

- Provide technical support and policy analysis related to stormwater and water quality issues to local government staff.
- Provide the necessary administrative, technical and clerical resources to support program activities in order to ensure that the MS4 permit-holding cities and counties meet applicable stormwater management requirements.
- Prepare an annual work program and budget for the Hampton Roads Regional Stormwater Management Program. The annual work program will be incorporated into the HRPDC Unified Planning Work Program and the annual budget will be incorporated into the HRPDC budget.
- Assist the signatories in coordinating reporting on stormwater related activities to other state and federal agencies to ensure that program requirements are met in a cost-effective manner, which minimizes duplicative reporting and the administrative burden on the signatories.
- Conduct a regional stormwater education program. This will include public education activities and may include outreach to specific economic sectors and groups. The stormwater education subcommittee of askHRGreen.org will be responsible for guiding the development of original materials, including publications, media advertising and promotional items. This may also include development of locality-specific materials or coordination of bulk purchases. The stormwater education subcommittee of askHRGreen.org will coordinate with HRPDC staff on the educational and outreach components of the Hampton Roads Regional Stormwater Management Program.
- Develop and conduct a regional training program for municipal employees, contractors, civic leaders and other interested parties. The training program will emphasize stormwater management, pollution prevention and permit issues.
- Respond equitably and in a timely fashion to requests from all signatory local governments for technical assistance. The time frame for responses will be based on experience, the complexity of individual requests and the overall work load of program staff.
- Provide other technical support, as requested, to the signatory local

governments.

- Upon request from one or more participating localities, conduct technical studies to support compliance by the localities with MS4 permit requirements and VSMP program requirements.
- Facilitate development of multi-jurisdictional management plans for shared watersheds, as requested.
- Take steps, in conjunction with the signatory local governments, to obtain financial support for program activities from outside sources, including state, federal and private grants, to the extent that this may be accomplished without creating a conflict of interest, as determined by the signatory local governments.
- Contract with and manage consultants, including both private firms and academic institutions, to support the regional program, including provision of requested services to local governments in excess of the common program elements.
- Represent the Hampton Roads Regional Stormwater Management Program at federal, state, regional and local governmental, civic, professional and political organizations, agencies, and committees.
- Provide technical and administrative support, as appropriate, to those localities that are required to develop stormwater management programs to meet VSMP requirements, but that are not required to obtain MS4 permits for their stormwater discharges.
- Prepare annual program reports, or components thereof, which comply with the provisions of the MS4 permits and stormwater management programs of the signatory localities.
- Facilitate local government involvement in TMDL studies being prepared through the Virginia Department of Environmental Quality and EPA and facilitate preparation of TMDL Implementation Plans for impaired waters in the Hampton Roads Region as requested.
- Prepare an annual report of activities undertaken through the Hampton Roads Stormwater Management Program. This report will include summaries of related activities undertaken on a cooperative basis by the signatories.
- Identify state and federal regulatory actions that may affect local government stormwater programs, serve on regulatory advisory panels (RAPs) as necessary, conduct policy analysis, and develop policy recommendations on behalf of the HRPDC.
- Coordinate the compilation of regional data for MS4 permit annual reports to the appropriate regulatory authority

LOCAL GOVERNMENT RESPONSIBILITIES

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

- Appoint one voting member and alternates, as appropriate, to the Regional Environmental Advisory Committee to represent the local government stormwater and water quality related concerns. Generally, the voting representative should be the MS4 permit or program administrator.
- Appoint a representative and alternates, as appropriate, to the stormwater education subcommittee of askHRGreen.org.
- Provide, in a timely fashion, all locally generated data required by their MS4 permits and such other data as may be necessary to accomplish locally requested services.
- Provide timely technical review of HRPDC analyses and conclusions.
- Participate in regional efforts to conduct public outreach and education activities in regard to the state's TMDL study process and efforts to develop TMDL Implementation Plans for impaired waters lying within the locality or within watersheds that include the locality.
- Provide input on regulatory issues to HRPDC staff and serve on RAPs or provide input to the regional RAP representative as appropriate.
- Support HRPDC efforts to obtain additional funding to support the regional programs, to the extent that this may be accomplished without creating a conflict of interest, as determined by the signatory local governments.
- Provide annual funding to support the agreed-upon regional program.

METHOD OF FINANCING

The majority of program costs will be allocated according to a formula reflecting each locality's share of the regional population. Costs for additional projects or services will be allocated based on a formula developed by the HRPDC staff and approved by the HRPDC with the concurrence of the signatory local governments. For example, legal services have been split between the localities with MS4 permits and the maintenance costs for the regional online BMP database have been split by the subset of localities still using the system.

AVAILABILITY OF FUNDS

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

MODIFICATIONS

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

DURATION AND TERMINATION

This Agreement will have a term of five years, extending from the date of full execution of the renewed Agreement by the signatories or June 30, 2018, whichever occurs last through June 30, 2023. To conform to local government charter and Virginia Code requirements, the funding provisions of this Agreement will be subject to annual appropriations.

No later than January 1, 2023, the signatories will institute a formal reevaluation of the Hampton Roads Regional Stormwater Management Program. This reevaluation will serve as the basis for appropriate modification of the Agreement and the Hampton Roads Regional Stormwater Management Program.

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

OWNERSHIP OF PROPERTY

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

INDEMNITY

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

It is the intent of the signatories that no signatory will be held liable for any damage or

associated penalties caused by or associated with the failure of any other signatory to comply with the terms and conditions of the signatory's VSMP permit.

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

CITY OF POQUOSON

By: James P. O'Neil
Date: 1/17/2018

Date: 1-17-18

Attest: Kimberly A. Healy

**HAMPTON ROADS WATER QUALITY CREDIT AGREEMENT
FOR CHESAPEAKE BAY RESTORATION**

**THIS HAMPTON ROADS WATER QUALITY CREDIT AGREEMENT FOR
CHESAPEAKE BAY RESTORATION** (this "Agreement") is made this 5th day of
JULY, 2017, by and between the Hampton Roads Sanitation District ("HRSD") and the
City of Poquoson (the "City") (each a "Party" and jointly the "Parties).

BACKGROUND

A. The HRSD Plants. HRSD owns and operates various wastewater treatment plants that are authorized to discharge the nutrients total nitrogen ("TN") and total phosphorus ("TP") as well as sediment as total suspended solids ("TSS") to the Chesapeake Bay watershed (the "HRSD Plants"). The HRSD Plants have TN, TP and TSS waste load allocations assigned by the State Water Control Board and the Virginia Department of Environmental Quality (jointly, "DEQ") pursuant to the Water Quality Management Planning Regulation, 9 VAC 25-720, and by the U.S. Environmental Protection Agency ("EPA") pursuant to the Chesapeake Bay Total Maximum Daily Load ("TMDL") and related Virginia Watershed Implementation Plan ("WIP"). The HRSD Plants are subject to the General Virginia Pollutant Discharge Elimination System ("VPDES") Watershed Permit Regulation for TN and TP Discharges and Nutrient Trading in the Chesapeake Bay Watershed in Virginia, 9 VAC 25-820, most recently reissued by DEQ effective February 8, 2017, as hereafter modified or reissued from time to time (the "Watershed General Permit"). Due to exceptional performance and current operating conditions, the HRSD Plants currently discharge less TN, TP and TSS than they are authorized to discharge under the Watershed General Permit while protecting Chesapeake Bay water quality and, therefore, HRSD has the ability to provide TN, TP and TSS credits on at least a temporary basis.

B. The Locality MS4. The City owns and operates a municipal separate stormwater sewer system ("MS4") authorized to discharge TN, TP and TSS to the Chesapeake Bay watershed. Like the HRSD Plants, the MS4 is subject to the Chesapeake Bay TMDL as derived from the Virginia WIP and to a VPDES Permit issued to the City by DEQ. Pursuant to the TMDL, WIP and VPDES Permit for the MS4, it is anticipated that the City will reduce MS4-related TN, TP and TSS discharges pursuant to City-developed and DEQ-approved TMDL Action Plans for each of three, five-year permit cycles, which are referred to as the First Bay TMDL Permit Cycle (5% Progress), Second Bay TMDL Permit Cycle (40% Progress), and Third Bay TMDL Permit Cycle (100% Progress). During 2017, the City is in its First Bay TMDL Permit Cycle.

C. The SWIFT Project. HRSD's Sustainable Water Initiative For Tomorrow ("SWIFT") Project was conceived with multiple benefits in mind for the Hampton Roads region. Aside from TMDL benefits, this innovative water purification project is designed to enhance the sustainability of the long-term groundwater supply and help address other environmental pressures such as sea level rise and saltwater intrusion. The SWIFT Project is intended to achieve these benefits by taking already-treated wastewater that would otherwise be discharged into the Chesapeake Bay watershed, purifying it through additional rounds of advanced water treatment to meet drinking water standards, and injecting the resulting drinking quality water into the Potomac aquifer deep underground. With respect to TMDL benefits, SWIFT will result in a

significant reduction in the total volume of HRSD discharge to the Chesapeake Bay watershed, to achieve greater environmental benefits with corresponding significant reductions of TN, TP and TSS discharges to the Chesapeake Bay watershed.

D. Legal Authority. Pursuant to Virginia Code § 62.1-44.19:21, the City may acquire and use TN and TP credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of its MS4 VPDES Permit, including credits generated by the HRSD Plants by discharging less TN or TP than permitted under the Watershed General Permit. Pursuant to Virginia Code § 62.1-44.19:21.1, the City may also acquire and use TSS credits for purposes of compliance with the Chesapeake Bay TMDL loading reductions of its MS4 VPDES Permit, including credits generated by the HRSD Plants by discharging less TSS than allocated under the Chesapeake Bay TMDL. With respect to all three parameters, it is recognized that this authority does not limit or otherwise affect the authority of DEQ to establish and enforce more stringent water quality-based effluent limitations in permits where such limitations are necessary to protect local water quality and, further, that the use of water quality credits does not relieve an MS4 permit holder of any requirement to comply with applicable local water quality-based limitations.

E. Redevelopment-Based MS4 TMDL Action Plan. The City expects to achieve its Chesapeake Bay TMDL reduction goals more cost-effectively by utilizing HRSD-generated TN, TP and TSS credits before and during operation of the SWIFT Project in lieu of stormwater retrofit projects on a condensed 10-year schedule (*i.e.*, Second and Third Bay TMDL Permit Cycles) coupled with ongoing stormwater quality improvements from redevelopment projects, which are subject to TP reduction criteria (and associated TN and TSS reductions) under the applicable water quality design requirements of DEQ's Virginia Stormwater Management Program Regulation, 9VAC25-870-63.A.2. By aligning with the normal redevelopment cycle rather than scheduling retrofits prior to redevelopment activity, the City's Chesapeake Bay TMDL Action Plan will also conserve scarce state and local resources for other important water quality projects.

F. Credit Trading Premise of SWIFT. For all of the above reasons and others, the ability to generate TN, TP, and TSS credits through the SWIFT Project and apply those credits as progress under the Hampton Roads localities' MS4 Permits and associated TMDL Action Plans is a fundamental premise for the SWIFT Project. HRSD is proceeding with the SWIFT Project, and the City is supporting it, in large part in reliance on these critical water quality trading-based benefits.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises (hereby incorporated as if fully set forth herein), the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which HRSD and the City acknowledge, the Parties hereby agree as follows.

1. Annual Credit Transfers Prior to SWIFT Feasibility Determination. Prior to HRSD's determination of SWIFT Project feasibility as provided below, HRSD shall annually generate and transfer to the City the quantity of water quality credits needed to meet the City's

compliance requirements under its DEQ-Approved Chesapeake Bay TMDL Action Plan for its MS4, as provided below. This annual transfer shall be made by HRSD's execution and delivery to the City of the Annual Water Quality Credit Transfer Form (Attachment B hereto) on or before May 20 immediately following each calendar year of HRSD's credit generation.

a. Determination of Total Reductions Needed. The City shall determine the total TN, TP and TSS reductions required for its full MS4 implementation of the Chesapeake Bay TMDL and WIP as issued in December 2010, in accordance with the procedures established in its VPDES Permit and DEQ Guidance Memorandum 15-2005, Chesapeake Bay TMDL Special Condition Guidance (May 18, 2015).

b. Credit Demand Minimization Elements. The City shall minimize its calculated reductions by (i) accurately mapping and delineating its existing MS4 service area, (ii) taking full credit for reductions achieved by stormwater projects and regulated redevelopment projects occurring prior to the effective date of the City's VPDES Permit in effect as of the effective date of this Agreement, and (iii) other procedures or accounting measures reasonably available to the City.

c. Credit Transfer Ceilings. HRSD's annual credit transfer obligations to the City shall not exceed the lesser of (i) the City's initial estimate of credit needs, or (ii) 95 percent of the City's total calculated reductions determined in accordance with Subparagraphs 1.a. and 1.b. and set forth in a DEQ-approved Chesapeake Bay TMDL Action Plan, or (iii) the quantity of credits actually needed to meet such total calculated reductions. The City's initial estimate of credit needs as of the effective date of this Agreement is set forth in Section 1 of Attachment A hereto. Following DEQ's approval of the City's Chesapeake Bay TMDL Action Plan and subsequent acceptance of the credit needs by HRSD as consistent with the requirements of this Subparagraph 1.c., HRSD shall issue an update to Attachment A setting forth in Section 2 thereof HRSD's actual annual credit transfer obligation determined in accordance with this Subparagraph 1.c.

d. Term & Termination of Initial Credit Transfers. HRSD's annual credit transfer obligations to the City under this Paragraph 1 shall expire upon (i) conversion to a permanent transfer of wasteload allocations as provided in Paragraph 2, (ii) termination as specifically authorized by any other provision of this Agreement, or (iii) December 31, 2036, whichever occurs first.

2. Permanent Transfer After SWIFT Feasibility Determination. Upon HRSD's determination that full-scale implementation of the SWIFT Project is feasible, HRSD shall permanently transfer to the City the quantity of TN, TP and TSS waste load allocations set forth for its MS4 on Attachment A hereto, as updated and issued by HRSD in accordance with Paragraph 1 c.

a. Factors for Feasibility Determination. Feasibility shall be determined in HRSD's sole discretion taking into account (i) whether all required permits and approvals have been acquired in final, non-appealable form acceptable to HRSD including the federal Safe Drinking Water Act Underground Injection Control Permit, (ii) whether the first full-scale

HRSD plant upgrade is online and performing as desired, (iii) whether full-scale implementation of the SWIFT Project is technically and financially feasible, and (iv) other material factors.

b. Timing for Feasibility Determination. Without limiting HRSD's discretion to determine whether full-scale SWIFT Project implementation is feasible or when to make such determination, it is the mutual goal of the Parties for HRSD to make such determination as soon as reasonably possible and not later than December 31, 2025, so as to preserve the maximum amount of time prior to the termination date for the City to implement stormwater retrofit projects or other permit compliance measures that might be necessary should it be determined that the SWIFT Project is not feasible.

3. Regulatory Plans & Approvals. In furtherance of the annual credit transfer and, when applicable, the permanent transfer contemplated by this Agreement, the Parties shall collaborate on appropriate submittals to and requests of DEQ, as follows; however, HRSD shall have no responsibility for the failure or refusal of DEQ or other governmental authority to approve such transfers.

a. City's TMDL Action Plan. For purposes of annual and, when applicable, permanent transfers, the City shall each include in its Chesapeake Bay TMDL Action Plan a provision for the receipt and use of TN, TP and TSS credits from the HRSD Plants in the form set forth in Attachment C hereto (or such other form as may be mutually agreeable to the City and HRSD).

b. HRSD Watershed General Permit Registration. For purposes of permanent wasteload allocation transfers, when applicable, HRSD shall modify its Watershed General Permit Registration and, if necessary, individual VPDES permits to reflect such transfers.

c. Virginia Chesapeake Bay TMDL Phase III WIP. HRSD and the City shall collaborate to seek inclusion in the Phase III WIP of recognition of the SWIFT Project and the annual and, when applicable, permanent transfers contemplated by this Agreement.

4. Authorized Use of Credits. The City agrees that its sole and limited use of the TN, TP, and TSS credits transferred under this Agreement shall be for the purpose of MS4 Permit compliance and Chesapeake Bay TMDL implementation and that it shall not transfer any portion of HRSD-generated credits (or waste load allocations, if applicable) to any other person or entity. In the event that the City no longer requires some or all of the credits (or waste load allocations) for such use, they shall revert to HRSD and HRSD shall update and reissue Attachment A accordingly.

5. Mutual Cooperation. The Parties shall continue to cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.

6. Permits & Approvals. If for any reason any federal, state, regional or local government or agency fails to issue any necessary permit, approval or other authorization for the SWIFT Project or the transfers contemplated by this Agreement, HRSD shall be excused from its performance hereunder.

7. Force Majeure. The obligations of HRSD, including its annual or permanent transfer obligations, shall be suspended while and as long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, acts of war, acts of terrorism, acts of God, government action (other than by HRSD), major technical, engineering or construction related delays, or any other cause similar or dissimilar to the forgoing that is beyond the reasonable control of and not due to the gross negligence of HRSD.

8. Change in Law. In the event of any material change in applicable laws or regulations, the Parties shall work together to attempt to amend this Agreement to conform to such change, while maintaining as closely as practical the provisions and intent of this Agreement. If in any such event HRSD is unable to perform its transfer obligations as provided herein, the City shall be solely responsible for otherwise meeting its TMDL and MS4 Permit obligations.

9. Significant Financial & Budgetary Constraints. Notwithstanding any other provision of this Agreement or any prior determination of feasibility of the SWIFT Project, HRSD reserves the right to terminate or renegotiate this Agreement in the event HRSD experiences significant financial or budgetary challenges which, in HRSD's opinion, would significantly impair its ability to perform its obligations hereunder. In such event, the Parties shall work together to attempt to amend this Agreement to accommodate such challenges, with the goal of providing annual credits to the City (and to other Hampton Roads localities with similar water quality credit agreements) as practical.

10. Credit Supply Constraints. Notwithstanding any other provision of this Agreement, to the extent that HRSD determines in its sole discretion that its available quantity of water quality credits (or allocations) is insufficient to meet the total MS4 Chesapeake Bay TMDL Action Plan compliance requirements of the City and of all other Hampton Roads localities that are party or become party to a similar water quality credit agreement, HRSD's obligations hereunder shall be limited to transferring to the City its pro rata share of HRSD's available credits based on pollutant-specific total credit needs of all Hampton Roads localities. HRSD agrees to provide the City with notice of its ability only to transfer a pro rata share of HRSD's available credits as promptly as possible but no later than 90 days after becoming aware of the event limiting HRSD's ability to meet the total credit needs of all Hampton Roads Localities. For clarity, HRSD shall assume no obligation under this Agreement to install, upgrade, improve, or significantly alter the operation of any portion of its sewerage system or treatment works for purposes of providing water quality credits (or allocations).

11. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns and shall not confer any rights or benefits on any other person or entity.

12. No Assignment. This Agreement, and the rights and obligations established hereunder, shall be binding upon and inure to the benefit of any successors of the Parties. However, no Party may transfer or assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. Expenses; Commissions. Except as provided herein, each Party shall pay its own fees and expenses, including its own counsel fees, incurred in connection with this Agreement or any transaction contemplated hereby. The Parties represent and warrant to each other that they have not dealt with any business broker or agent who would be entitled to a brokerage commission or finders fee as a result of this Agreement or any related transactions. .

14. Governing Law; Venue; Severability. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. This Agreement is a Virginia contract deemed executed and accepted in the City of Virginia Beach; and all questions with respect to any of its provisions shall be instituted, maintained, and contested in a court of competent jurisdiction in the City of Virginia Beach, Virginia or the U.S. District Court for the Eastern District of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.

15. No Waiver. Neither any failure to exercise or any delay in exercising any right, power or privilege under this Agreement by either Party shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing.

16. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Agreement except by a writing signed by both Parties.

17. Counterparts; Signatures; Copies. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.

18. Authorization. Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

[SIGNATURES BEGIN ON NEXT PAGE]

**SIGNATURE PAGE OF HAMPTON ROADS WATER QUALITY CREDIT
AGREEMENT FOR CHESAPEAKE BAY RESTORATION BY AND BETWEEN
HRSD AND CITY OF POQUOSON**

**HAMPTON ROADS SANITATION
DISTRICT**

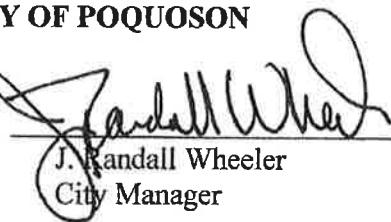
By:


Edward G. Henifin
General Manager

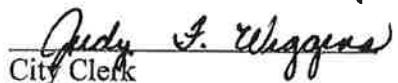
**SIGNATURE PAGE OF HAMPTON ROADS WATER QUALITY CREDIT
AGREEMENT FOR CHESAPEAKE BAY RESTORATION BY AND BETWEEN
HRSD AND CITY OF POQUOSON**

CITY OF POQUOSON

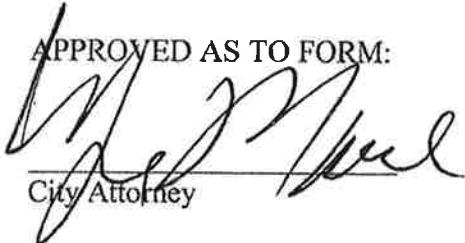
By:


J. Randall Wheeler
City Manager

ATTEST:


Judy F. Wiggins
City Clerk

APPROVED AS TO FORM:


W. Michael
City Attorney

**HAMPTON ROADS WATER QUALITY CREDIT AGREEMENT
FOR CHESAPEAKE BAY RESTORATION
ATTACHMENT A**

Water Quality Credit Needs for Second & Third Bay TMDL Permit Cycles

***Section 1: Initial Estimate of Credit Needs (lbs/yr)
[As Estimated by City as of Effective Date of this Agreement]***

Parameter	James River Basin			York River Basin		
	2nd Permit Cycle	3rd Permit Cycle	Total Both Cycles	2nd Permit Cycle	3rd Permit Cycle	Total Both Cycles
TN	0.0	0.0	0.0	408.52	700.32	1108.84
TP	0.0	0.0	0.0	74.90	128.40	203.30
TSS	0.0	0.0	0.0	23,975.8	41,101.4	65,077.2

***Section 2: City-Calculated and HRSD-Accepted Credit Needs (lbs/yr)
Under DEQ-Approved TMDL Action Plan and Subparagraph 1.c. of this Agreement
[As Accepted by HRSD After DEQ Approval of City's TMDL Action Plan]***

Parameter	James River Basin			York River Basin		
	2nd Permit Cycle	3rd Permit Cycle	Total Both Cycles	2nd Permit Cycle	3rd Permit Cycle	Total Both Cycles
TN	0.0	0.0	0.0	408.52	700.32	1108.84
TP	0.0	0.0	0.0	74.90	128.40	203.30
TSS	0.0	0.0	0.0	23,975.8	41,101.4	65,077.2

- * DEQ approved the City's TMDL Action Plan prior to the effective date of this Agreement. Section 2 is complete.

**HAMPTON ROADS WATER QUALITY CREDIT AGREEMENT
FOR CHESAPEAKE BAY RESTORATION
ATTACHMENT B**

Annual Water Quality Credit Transfer Form

Instructions: To be completed and executed by HRSD and delivered to the City on or before each May 20 immediately following the calendar year of credit generation by HRSD.

By execution and delivery of this Annual Credit Transfer Form, HRSD transfers the following water quality credits in the amounts specified to the City in accordance with, and for the specific and limited purposes of, the Hampton Roads Water Quality Credit Agreement for Chesapeake Bay Restoration.

Transferor: Hampton Roads Sanitation District

Transferee (MS4): City of Poquoson, Virginia

Year Credits Generated: _____

Date Credits Transfer: _____

River Basin	TN (lbs/yr)	TP (lbs/yr)	TSS (lbs/yr)
James			
York			

Signed (for HRSD): _____

Name (Print): _____

Title: _____

**HAMPTON ROADS WATER QUALITY CREDIT AGREEMENT
FOR CHESAPEAKE BAY RESTORATION
ATTACHMENT C**

MS4 TMDL Action Plan Provision for Use of HRSD-Generated Water Quality Credits

The intent of this plan is the generation and use of TN, TP and TSS credits before and during operation of the SWIFT Project in collaboration with HRSD pursuant to the Hampton Roads Water Quality Credit Agreement for Chesapeake Bay Restoration to which the City and HRSD are signatories. This compliance method is in lieu of more traditional stormwater retrofit projects, which may not be feasible to execute on a condensed 10-year schedule (i.e., Second and Third Bay TMDL Permit Cycles). Not only does this method have the advantage of more reliably meeting the MS4 Permit's short deadlines, but it is also beneficial to the public in that it will meet the City's Chesapeake Bay TMDL reduction goals more cost-effectively than otherwise possible. This component of the plan is fully in accordance with Virginia Code §62.1-44.19:21 (TN and TP) and §62.1-44.19:21.1 (TSS). The quantity of reduction credits from the SWIFT Project that are allocated to this TMDL Action Plan for the James River Basin are 0.0 lbs/yr TN, 0.0 lbs/yr TP, and 0.0 lbs/yr TSS and for the York River Basin are 1108.84 lbs/yr TN, 203.30 lbs/yr TP, and 65,077.2 lbs/yr TSS.