FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 17, 2026

AGENDA

9:30	**Done**	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
9:30	**Adopted Report #2**	Report on General Assembly Activities
9:30	**Done**	County Executive's Presentation of the Proposed FY 2027 and FY 2028 Multi-Year Budget Plan
10:00	**Done**	Matters Presented by Board Members
10:00	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Authorization to Advertise a Public Hearing on Amendments to the Public Facilities Manual (PFM) Re: Sanitary Sewer and Editorial Changes
2	**Approved**	Authorization to Advertise a Public Hearing on the Proposed Sale of Sewer Revenue Bonds, Series 2026A and Sewer Revenue Refunding Bonds, Series 2026B
3	**Approved**	Authorization to Advertise a Public Hearing to Sell a Portion of County-Owned Property at 3721 Stonecroft Boulevard to SCG Global Holdings, L.L.C. (Sully District)
4	**Approved**	Authorization for the Fairfax County Department of Transportation to Apply for Grant Funding from the United States Department of Transportation's FY 2026 Better Utilizing Investments to Leverage Development Grant Program (Braddock District)
5	**Approved**	Authorization for the Fairfax County Department of Transportation to Apply for and Accept Grant Funding from the Virginia Department of Rail and Public Transportation's Transit Ridership Incentive Program
	ACTION ITEMS	
1	**Approved**	Approval of the High Intensity Drug Trafficking Area (HIDTA) State and Local Task Force Agreement Between the Fairfax County Police Department (FCPD) and the United States Department of Justice, Drug Enforcement Administration (DEA) for the HIDTA Task Force Group 1(11)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 17, 2026

	ACTION ITEMS (continued)	
2	**Approved**	Approval of the Reciprocal Agreement Between The Town of Herndon and The County of Fairfax, Virginia
	CLOSED SESSION	
	Not Held	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on RZ-2023-SU-00016 (COPT Stonecroft, LLC) (Sully District) (Concurrent with PCA-78-S-063-13 and SEA-2016-SU-022)
3:30	**Approved**	Public Hearing on PCA-78-S-063-13 (COPT Stonecroft, LLC) (Sully District) (Concurrent with RZ-2023-SU-00016 and SEA-2016-SU-022)
3:30	**Approved**	Public Hearing on SEA-2016-SU-022 (COPT Stonecroft, LLC) (Sully District) (Concurrent with RZ-2023-SU-00016 and PCA-78-S-063-13)
3:30	**Approved**	Public Hearing on RZ-2022-LE-00016 (Steven Michael Sushner, TR. and Adam Kirschenbaum, TR) (Franconia District)
3:30	**Deferred to March 3, 2026 at 3:30 p.m.**	Public Hearing on RZ-2025-FR-00005 (Franconia Development Partners, LLC) (Franconia District)
4:00	**Approved**	Public Hearing to Consider Including 6133 Brook Drive in the Munson Hill Residential Permit Parking District, District 15 (Mason District)
4:00	**Approved**	Public Hearing to Consider an Ordinance Expanding the Reston Community Parking District (Hunter Mill District)
4:00	**Approved**	Public Hearing to Lease County-Owned Properties, The Commons and Willard Sherwood Health and Community Center in the City of Fairfax, for the Purpose of Installing Solar (Braddock, Providence, and Mount Vernon Districts)
4:00	**Held**	Public Comment

Board Agenda Item
February 17, 2026

9:30 a.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard February 17, 2026

STAFF:
Jill G. Cooper, Clerk for the Board of Supervisors

FINAL COPY

APPOINTMENTS TO BE HEARD FEBRUARY 17, 2026
(ENCOMPASSING VACANCIES PROJECTED THROUGH FEBRUARY 28, 2026)
(Unless otherwise noted, members are eligible for reappointment)

A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Clifford L. Fields; appointed 2/09-1/20 by Bulova) Term exp. 1/21 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 2/24 by Bierman) Term exp. 1/25	Dranesville District Representative		Bierman	Dranesville
Renko Hardison (Appointed 2/25 by Lusk) Term exp. 1/26	Franconia District Representative	**Renko Hardison**	Lusk	Franconia

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A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1-year term)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Wesley Speer (Appointed 1/25 by Storck) Term exp. 1/26	Mount Vernon District Representative		Storck	Mount Vernon
Ernestine Heastie (Appointed 1/25 by Palchik) Term exp. 1/26	Providence District Representative		Palchik	Providence
VACANT (Formerly held by Philip Rosenthal; appointed 1/92-1/25 by Herrity) Term exp. 1/26 *Deceased*	Springfield District Representative		Herrity	Springfield

ADVISORY SOCIAL SERVICES BOARD
(4-year terms – limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jessica DuBois (Appointed 5/24 by Walkinshaw) Term exp. 9/25	Braddock District Representative		Sizemore Heizer	Braddock
VACANT (Formerly held by Ben Zuhl; appointed 12/21 by Foust) Term exp. 9/25 *Resigned*	Dranesville District Representative		Bierman	Dranesville

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13-6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jeremy Allen (Appointed 6/23 by Gross) Term exp. 6/25	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Keary Kincannon; appointed 6/23 by Storck) Term exp. 6/25 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

CONFIRMATIONS NEEDED:

- Ms. Ava Nguyen as the Business, Economic Development, Health #2 Representative
- Ms. Shari Zamarra as the Community Action Advisory Board Representative
- Ms. Mary Paden as the NAACP Representative
- Ms. Jill Norcross as the Northern Virginia Affordable Housing Alliance Representative
- Ms. Evelyn Spain as the Planning Commission Representative

AGRICULTURAL AND FORESTAL DISTRICT ADVISORY BOARD
(Serves at the pleasure of the Board)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Mariette Newcomb; appointed 2/88 by Richards) *Resigned*	Farmer #2 Representative		By Any Supervisor	At-Large

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Ronald Boggio (Appointed 5/22 by McKay) Term exp. 10/23	At-Large #1 Representative		By Any Supervisor	At-Large
Grant J. Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Perlstein; appointed 11/22 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #6 Representative		By Any Supervisor	At-Large

ANIMAL SERVICES ADVISORY COMMISSION (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Philip Church (Appointed 2/20-3/24 by McKay) Term exp. 2/26	At-Large Chairman's Representative	**Philip Church**	McKay	At-Large Chairman's
Peter Fabry (Appointed 3/24 by Walkinshaw) Term exp. 2/26	Braddock District Representative	**Peter Fabry**	Sizemore Heizer	Braddock
Diane D'Arcy (Appointed 3/08-2/24 by Foust) Term exp. 2/26	Dranesville District Representative		Bierman	Dranesville
Chester Freedenthal (Appointed 9/20-3/24 by Lusk) Term exp. 2/26	Franconia District Representative	**Chester Freedenthal**	Lusk	Franconia
Lucinda Stewart (Appointed 2/20-2/24 by Alcorn) Term exp. 2/26	Hunter Mill District Representative	**Lucinda Stewart**	Alcorn	Hunter Mill
Holly Hazard (Appointed 2/24 by Jimenez) Term exp. 2/26	Mason District Representative	**Holly Hazard**	Jimenez	Mason
Gina Marie Lynch (Appointed 1/17-2/24 by Storck) Term exp. 2/24	Mount Vernon District Representative	**Gina M. Lynch**	Storck	Mount Vernon
Allison Volpert (Appointed 2/20-5/24 by Palchik) Term exp. 2/26	Providence District Representative	**Allison Volpert**	Palchik	Providence

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ANIMAL SERVICES ADVISORY COMMISSION (2-year terms)
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Incumbent History	Requirement	Nominee	Supervisor	District
Harley Methfessel (Appointed 2/12-3/24 by Herrity) Term exp. 2/26	Springfield District Representative	**Harley Methfessel**	Herrity	Springfield
Carol Allin (Appointed 7/20-2/24 by Smith) Term exp. 2/26	Sully District Representative	**Carol Allin**	Smith	Sully

ARCHITECTURAL REVIEW BOARD (3-year terms)
NOTE: Members shall be appointed by the Board as follows: At least two (2) members shall be certified architects; one member shall be a landscape architect authorized to practice in Virginia; one member shall be a lawyer with membership in the Virginia Bar; six (6) members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.

Incumbent History	Requirement	Nominee	Supervisor	District
Jason Zellman (Appointed 5/18-12/22 by Herrity) Term exp. 9/25	Attorney Representative	**Jason Zellman** (Herrity)	By Any Supervisor	At-Large
Kaye Orr (Appointed 6/18-9/21 by Gross) Term exp. 9/24	Related Professional Group #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ali A. Sohanghpurwala; appointed 9/23 by Smith) Term exp. 9/24 *Resigned*	Related Professional Group #2 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Marc Fernandes; appointed 10/20-1/22 by McKay) Term exp. 12/23 *Resigned*	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Eric Sohn (Appointed 4/10-3/24 by Herrity) Term exp. 11/25	Diversity At-Large Alternate Representative	**Waria Salhi** (Herrity)	By Any Supervisor	At-Large
Ian Harper (Appointed 10/23 by Foust) Term exp. 3/25	Dranesville District Principal Representative		Bierman	Dranesville
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
VACANT (Formerly held by William Bright; appointed 1/20-3/22 by Lusk) Term exp. 4/26 *Resigned*	Franconia District Alternate Representative	**Daniel Dolan**	Lusk	Franconia
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24 *Resigned*	Women's Sports Alternate Representative		By Any Supervisor	At-Large

AUDIT COMMITTEE (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Paul Svab (Appointed 1/20-3/24 by McKay) Term exp. 1/26	At-Large #1 Representative	**Jecisken Ramsey** (McKay)	By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ken Balbuena; appointed 7/20-8/22 by McKay) Term exp. 6/23 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/21 *Resigned*	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Nancy Hall; appointed 6/24 by Jimenez) Term exp. 6/25 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Diana Maria Rhodes; appointed 7/23-6/24 by Smith) Term exp. 6/25 *Resigned*	Sully District Representative		Smith	Sully

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)
NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Amado Fernandez; appointed 6/16-2/23 by Smith) Term exp. 2/27 *Resigned*	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael Sanio; appointed 2/23 by Alcorn) Term exp. 2/27 *Resigned*	Alternate #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 *Resigned*	Design Professional #5 Representative		By Any Supervisor	At-Large
Rob Fisher (Appointed 6/18-2/22 by Smith) Term exp. 2/26	Design Professional #6 Representative	**Rob Fisher** (Smith)	By Any Supervisor	At-Large

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Saif Rahman (Appointed 2/22-3/24 by McKay) Term exp. 12/25	At-Large #2 Representative	**John Barrer** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Robert Mansker; appointed 9/06-10/22 by Gross) Term exp. 12/24 *Resigned*	At-Large #3 Representative	**Maria Bouck-Cotte** (McKay)	By Any Supervisor	At-Large

CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maryam Ovissi; appointed 3/21-5/23 by Alcorn) Term exp. 4/25 *Resigned*	Fairfax County #7 Representative		By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS (2-year terms - limited to 3 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Greg Dercach (Appointed 1/22 by Gross; 1/24 by Jimenez) Term exp. 9/25	At-Large #3 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE EXCEPTION REVIEW COMMITTEE (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anne Kanter; appointed 9/11-10/18 by Bulova) Term exp. 9/23 *Resigned*	At-Large #1 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by David W. Schnare; appointed 11/10-9/23 by Herrity) Term exp. 9/27 *Resigned*	Springfield District Representative		Herrity	Springfield

CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Samantha Teegarden (Appointed 6/25 by McKay) Term exp. 2/26	At-Large Chairman's Representative		McKay	At-Large Chairman's
Thomas Fitzpatrick (Appointed 12/24 by Storck) Term exp. 9/25	Mount Vernon District Representative		Storck	Mount Vernon

CIVIL SERVICE COMMISSION (2-year terms)

NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Deborah Woolen; appointed 12/20-9/23 by Lusk) Term exp. 12/24 *Resigned*	At-Large #2 Representative	**Renko Hardison** (Lusk)	By Any Supervisor	At-Large
VACANT (Formerly held by Janice Hill; appointed 12/21 by Gross; 6/24 by Jimenez) Term exp. 12/25 *Deceased*	At-Large #9 Representative		By Any Supervisor	At-Large
Herbert Kemp (Appointed 9/13-12/21 by Foust; 2/24 by Bierman) Term exp. 12/25	At-Large #11 Representative	**Herbert Kemp** (Bierman)	By Any Supervisor	At-Large
John Townes (Appointed 12/09-1/24 by Herrity) Term exp. 12/25	At-Large #12 Representative	**John Townes** (Herrity)	By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Lynn Blandford; appointed 10/25 by Storck) Term exp. 10/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Phylicia Woods; appointed 1/20-1/24 by Palchik) Term exp. 9/26 *Resigned*	Providence District Representative	**Shira M. Zemel**	Palchik	Providence

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
April Hall (Appointed 2/23 by Alcorn) Term exp. 2/26	Hunter Mill District Representative	**April Hall**	Alcorn	Hunter Mill
John Forrest (Appointed 8/25 by Jimenez) Term exp. 2/26	Mason District Representative	**John Forrest**	Jimenez	Mason
VACANT (Formerly held by Philip Rosenthal; appointed 1/01-3/24 by Herrity) Term exp. 2/27 *Deceased*	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Kevin Hickerson; appointed 3/22 by Smith) Term exp. 2/25 *Resigned*	Sully District Representative		Smith	Sully

CONFIRMATION NEEDED:

- Mr. Brian Reach as the Federation of Civic Associations Representative

CONSUMER PROTECTION COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Dennis Kirk (Appointed 6/98-8/22 by Gross) Term exp. 7/25	Fairfax County Resident #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Paul Svab; appointed 11/21-7/24 by Herrity) Term exp. 7/27 *Resigned*	Fairfax County Resident #11 Representative		By Any Supervisor	At-Large

CONTINUUM OF CARE BOARD (CoC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Herbert Kemp (Appointed 12/21 by Foust) Term exp. 11/24	Dranesville District Representative		Bierman	Dranesville
Ricardo E. Coleman (Appointed 9/16-3/21 by Gross) Term exp. 3/24	Mason District Representative		Jimenez	Mason

DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE I (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
John Harrison (Appointed 2/22 by Palchik) Term exp. 3/26	At-Large #4 Representative	**John Harrison** (Palchik)	By Any Supervisor	At-Large
Ben Small (Appointed 1/24 by Palchik) Term exp. 3/26	At-Large #5 Representative	**Ben Small** (Palchik)	By Any Supervisor	At-Large

DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE II (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Fernicola; appointed 1/22 by McKay) Term exp. 1/24 *Resigned*	BOS At-Large #6 Representative		By Any Supervisor	At-Large

CONFIRMATIONS NEEDED:

- Mr. Peter Otteni as the BOS At-Large #1 Representative
- Mr. Matthew Dougherty as the BOS At-Large #3 Representative
- Mr. Jeffrey J. Fairfield as the Town of Herndon #1 Representative

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Johna Gagnon; appointed 1/20-12/22 by Lusk) Term exp. 11/28 *Resigned*	Franconia District Representative	**R. Dean Costello**	Lusk	Franconia
VACANT (Formerly held by James Albright; appointed 2/25 by Jimenez) Term exp. 1/27 *Resigned*	Mason District Representative		Jimenez	Mason

FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Courtney Cezair Mayers; appointed 6/21 by Foust) Term exp. 11/24 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
Michael Ritter (Appointed 6/22 by Herrity) Term exp. 11/24	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Bryan Scrafford; appointed 9/23-11/24 by Smith) Term exp. 11/27 *Resigned*	Sully District Representative		Smith	Sully

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3-year terms – limited to 3 full terms)

NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1-year break from initial 3 full terms, VA Code 37.2-502.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Alisha Keirstead; appointed 6/24 by Storck) Term exp 6/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)

NOTE: Members may be reappointed after a 1-year break

Incumbent History	Requirement	Nominee	Supervisor	District
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 6/24	Consumer #5 Representative		By Any Supervisor	At-Large
Bridget Jennison (Appointed 5/22 by Walkinshaw) Term exp. 6/24	Provider #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Magalie Emile-Backer; appointed 1/19-6/21 by Storck) Term exp. 6/24 *Resigned*	Provider #2 Representative		By Any Supervisor	At-Large

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HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
NOTE: Members may be reappointed after a 1-year break
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Imamura; appointed 7/23 by McKay) Term exp. 12/24 *Resigned*	Architect Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jenee Lindner; appointed 12/21-1/25 by Herrity) Term exp. 12/27 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Steve Sherman; appointed 9/21 by Lusk) Term exp. 12/23 *Resigned*	Citizen #9 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Philip Wilkerson; appointed 8/25 by McKay) Term exp. 12/27 *Resigned*	Citizen #10 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Lynne Garvey-Hodge; appointed 12/21 by Gross) Term exp. 12/24 *Resigned*	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Meena Bhinge (Appointed 9/21 Walkinshaw) Term exp. 9/24	At-Large #10 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jane Edmondson; appointed 10/23 by Foust) Term exp. 7/27 *Deceased*	Dranesville District #1 Representative		Bierman	Dranesville
Anthony Santelises (Appointed 7/24 by Palchik) Term exp. 7/25	Providence District #1 Representative		Palchik	Providence
VACANT (Formerly held by Edward Yost appointed 3/23 by Smith) Term exp. 7/27 *Resigned*	Sully District #2 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Christopher Glaser; appointed 11/21 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Rajni Goel (Appointed 1/20-12/22 by Foust) Term exp. 12/25	Dranesville District Representative	**Rajni Goel**	Bierman	Dranesville
VACANT (Formerly held by Edward Blum; appointed 12/20-1/24 by Palchik) Term exp. 12/26 *Resigned*	Providence District Representative		Palchik	Providence

JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT CITIZENS ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Kevin Carson (Appointed 7/24 by Lusk) Term exp. 1/26	Franconia District Representative	**Kevin Carson**	Lusk	Franconia
Kim Farington (Appointed 7/20-3/24 by Herrity) Term exp. 1/26	Springfield District Representative	**Kim Farington**	Herrity	Springfield

LIBRARY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Madeline White; appointed 5/25 by Alcorn) Term exp. 6/28 *Resigned*	Hunter Mill District Representative	**Laurie DiRocco**	Alcorn	Hunter Mill

PARK AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kiel Stone; appointed 12/22 by Walkinshaw) Term exp. 12/26 *Resigned*	Braddock District Representative		Sizemore Heizer	Braddock

POLICE CIVILIAN REVIEW PANEL
(3-year terms – limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Bryon Garner (Appointed 2/23 by McKay) Term exp. 2/26	Seat #2 Representative	**Bryon Garner** (McKay)	By Any Supervisor	At-Large
David Adams (Appointed 6/24 by McKay) Term exp. 2/26	Seat #3 Representative	**David Adams** (McKay)	By Any Supervisor	At-Large
James Yang (Appointed 6/24 by McKay) Term exp. 2/26	Seat #5 Representative	**James Yang** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Jacquelyn Patillo; appointed 6/25 by McKay) Term exp. 2/28 *Resigned*	Seat #7 Representative	**Allen Denette** (McKay)	By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jay Jupiter (Appointed 2/17-3/22 by Storck) Term exp. 12/25	Citizen At-Large #1 Representative		By Any Supervisor	At-Large

RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Angela E. Roberts; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Apartment or Rental Owner Associations Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Margaret Parker; appointed 10/1 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Peter Henry; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large
Michael Shindledecker (Appointed 9/21 by Foust) Term exp. 9/25	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Stephanie Weber: appointed 8/22 by Alcorn) Term exp. 9/25 *Resigned*	Residential Owners/HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

ROUTE 28 HIGHWAY TRANSPORTATION DISTRICT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jeffrey J. Fairfield (Appointed 10/22 by Alcorn) Term exp. 1/26	Resident/Owner Route 28 District #3 Representative	**Jeffrey J. Fairfield** (Alcorn)	By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Luis Lopez Stipes; appointed 1/25 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Robert W. Cosgriff (Appointed 1/20-9/24 by Walkinshaw) Term exp. 1/26	Braddock District Representative		Sizemore Heizer	Braddock
Lydia Lawrence (Appointed 9/24 by Bierman) Term exp. 1/26	Dranesville District Representative		Bierman	Dranesville
Erin Partlan (Appointed 12/21-1/24 by Lusk) Term exp. 1/26	Franconia District Representative		Lusk	Franconia
VACANT (Formerly held by Noel Popwell; appointed 3/24 by Herrity) Term exp. 1/26 *Resigned*	Springfield District Representative		Herrity	Springfield

TRESPASS TOWING ADVISORY BOARD (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Alvin Leach (Appointed 10/10-11/22 by Foust) Term exp. 9/25	Towing #2 Representative		By Any Supervisor	At-Large

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
William Johnson (Appointed 2/24 by McKay) Term exp. 2/26	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Ms. Mei Fang as the Apartment or Rental Owner Association Representative

WETLANDS BOARD (5-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kimberly Larkin; appointed 12/22 by Storck) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Bert Cramer; appointed 1/21-12/21 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District #2 Representative		Storck	Mount Vernon
VACANT (Formerly held by John Collins; appointed 1/22-12/24 by Storck) Term exp. 12/29 *Resigned*	Mount Vernon District #3 Representative		Storck	Mount Vernon

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Denver Supinger (Appointed 6/20-5/24 by McKay) Term exp. 1/26 ***Not eligible for reappointment***	At-Large #1 Chairman's Representative	**Ethan Myers**	McKay	At-Large Chairman's
Harry Chaklader (Appointed 6/24 by Walkinshaw) Term exp. 1/26	Braddock District Representative	**Harry Chaklader**	Sizemore Heizer	Braddock
John Godwin (Appointed 4/25 by Bierman) Term exp. 1/26	Dranesville District Representative		Bierman	Dranesville
Timothy Klein (Appointed 7/25 by Lusk) Term exp. 1/26	Franconia District Representative	**Timothy Klein**	Lusk	Franconia
Kayla Delta (Appointed 9/23 by Gross) Term exp. 1/26	Mason District Representative	**Danny Morgan**	Jimenez	Mason
Zafar Mahnoor (Appointed 1/24 by Storck) Term exp. 1/26 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
Neel Daugherty-Shrivastava (Appointed 3/24 by Palchik) Term exp. 1/26	Providence District Representative		Palchik	Providence

Continued on next page

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Samuel Niner (Appointed 1/22-1/24 by Herrity) Term exp. 1/26 ***Not eligible for reappointment***	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Eddy Sandoval; appointed 9/21 by Smith) Term exp. 1/24 *Resigned*	Sully District Representative		Smith	Sully

NEW BOARD

COUNCIL FOR ECONOMIC OPPORTUNITY (CEO)
(3-year terms - limited to 2 full terms for Voting Members)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large #11 Representative		Confirmed by the Board	Confirmation
NEW POSITION	At-Large #12 Representative		Confirmed by the Board	Confirmation

VETERANS AND MILITARY FAMILIES COMMISSION (3-year terms)

CONFIRMATION NEEDED:

- Ms. Tiffany Burns as the Department of Housing and Community Development Representative

Board Agenda Item
February 17, 2026

9:30 a.m.

Report on General Assembly Activities

BACKGROUND:
The County's Legislative Program sets the County's state legislative priorities and positions, which connect to the Strategic Plan and the One Fairfax policy, including education, housing, the environment, health and human services, and transportation. In addition to the Legislative Program, County staff review individual bills during the General Assembly session and bring bills to the Legislative Committee of the Board of Supervisors for consideration. As part of this bill review, staff consider the equity implications, local fiscal impact, and potential impacts on local authority as a result of the proposed legislation. The Committee's positions on specific bills are outlined in the memo and tracking chart included in the Committee's report.

ENCLOSED DOCUMENTS:
Documents available online at https://www.fairfaxcounty.gov/boardofsupervisors/, under "2026 Board Legislative Reports," by February 17, 2026.

PRESENTED BY:
Supervisor Andres F. Jimenez, Chairman, Board of Supervisors' Legislative Committee
Bryan J. Hill, County Executive

Board Agenda Item
February 17, 2026

9:30 a.m.

County Executive's Presentation of the Proposed FY 2027 and FY 2028 Multi-Year Budget Plan

ENCLOSED DOCUMENTS:
Materials will be available online after 1:00 p.m. on February 17, 2026, at: https://www.fairfaxcounty.gov/budget/advertised-budget-plan.

PRESENTED BY:
Bryan J. Hill, County Executive

Board Agenda Item
February 17, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
February 17, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
February 17, 2026

ADMINISTRATIVE – 1

Authorization to Advertise a Public Hearing on Amendments to the Public Facilities Manual (PFM) Re: Sanitary Sewer and Editorial Changes

ISSUE:
Board of Supervisors (Board) authorization to advertise public hearings on miscellaneous amendments to the PFM. The amendments update sanitary sewer flow rates and align the PFM with updated processes and ordinances.

RECOMMENDATION:
The County Executive recommends that the Board authorize the proposed amendments as set forth in the Staff Report dated February 17, 2026.

The proposed amendments have been prepared by Land Development Services (LDS) and coordinated with the Department of Planning and Development (DPD), Department of Public Works and Environmental Services (DPWES), and the Office of the County Attorney. The proposed amendments to the PFM have been recommended for approval by the Engineering Standards Review Committee.

TIMING:
Board authorization is scheduled for February 17, 2026, to advertise public hearings before the Planning Commission on March 11, 2026, and before the Board on April 14, 2026, at 2:30 p.m.

BACKGROUND:
Miscellaneous updates to the PFM are being proposed at this time. Overall, the amendments are necessary to update the PFM to align with current processes and ordinances. The amendments are described in more detail below.

Proposed Amendments:

Update Sanitary Sewer Flow Rates:
The proposed sanitary sewer amendment updates the sanitary sewer design flow rates in Table 10.1 of the PFM. The recommended flow rates are used by designers in the design and analysis of sanitary sewer pipes and systems. DPWES staff reviewed evaluated water consumption and wastewater flow data across Fairfax County and determined that targeted reductions in average flow design values were justified for

single-family detached, multi-family, and office developments. The lower rates more accurately reflect actual flows generated from these uses. The lower rates align with industry's practice and in some cases will result in cost savings. For existing sewers, the amendment also generally reduces the peak flows consistent with the flow rates and development trends and updates the PFM to incorporate peak flows in both graphic (Plate 1-10) and tabular (Plate 2-10) format for ease of use. The process to update the flow rates and peaking factors resulted from a joint effort between DPWES, DPD, and industry to facilitate development while maintaining cost effective sanitary sewer systems across the county.

The following summarizes the proposed rates:

- Reduce Single-Family Detached Residential flow rate from 350 GPD to 330 GPD per residence
- Reduce Multifamily flow rate from 280 GPD to 210 GPD for one bedroom (Stays same at 280 GPD for two-bedroom units or more)
- Reduce Office flow rate from 0.20 to 0.15 GPD per net square feet
- Specify flow rates for common commercial and medical uses

A copy of the proposed sanitary sewer amendments to the PFM is included in Attachment A.

Alignment with Chapter 124.1 (Erosion and Stormwater Management Ordinance):
The PFM Chapters 1, 2, 5, 6, 11, and 12 are updated to align with the recent changes to Chapter 124.1 (Erosion and Stormwater Management Ordinance), which was adopted by the Board of Supervisors on December 9, 2025. The proposed PFM changes update the nomenclature and numbering to conform with the ordinance and the updated Virginia Stormwater Handbook, which provides specifications for use of best management practices. The Stormwater Handbook became effective on July 1, 2025, and staff and industry have operated under the new requirements since that time.

A copy of the proposed amendments aligning the PFM with the updated Erosion and Stormwater Management Ordinance and Virginia Stormwater Handbook is included in Attachment B (pages 1-30).

Incorporate Stacked Townhouses to align with the Zoning Ordinance:
The PFM Chapters 2, 7, 9, and 10 are amended to incorporate the stacked townhouse dwelling unit into the PFM. Where a provision in the PFM refers to "townhouse", the provision is being updated to clarify that it's applicable to both "single-family attached and stacked townhouse". This update is necessary to align the PFM with the Zoning Ordinance.

A copy of the proposed amendments aligning the PFM with the townhouse provisions of the Zoning Ordinance is included in Attachment B (pages 31-35).

Update Driveway Entrance Detail (DE-1) to align with VDOT standards:
To facilitate VDOT's acceptance process, Plate 20-7 is updated to ensure that construction of driveway entrances along VDOT maintained streets will be designed to meet VDOT standards specific to proper installation of the construction joint and accessibility.

A copy of the proposed amendments aligning the PFM with VDOT driveway entrance standards is included in Attachment B (page 36).

Codify Current Sump Pump Processes:
Sump pump provisions are added to codify current process. The policy requires that for single-family detached developments, sump pumps may not discharge closer than 10 feet to any property line and that the flow from the sump pump does not cause erosion or ponding. To facilitate inspections, designers must illustrate the location of the sump pump discharge on the associated grading plan.

A copy of the proposed amendments to the PFM codifying current sump pump processes is included in Attachment B (pages 37-38).

A copy of all the proposed amendments to the PFM is available online, see Attachment 2.

EQUITY IMPACT:
Implementation of the proposed amendments will have no equity impacts in the county.

REGULATORY IMPACT:
The proposed sanitary amendment updates Table 10.1 by reducing the recommended sewer design flow rates for single-family detached, multi-family, and office development and adding design flow rates for commercial and medical uses. The amendment also reduces the peaking factors for existing sewers and incorporates the peaking factors into the PFM in both graphic and tabular format for ease of use as shown in Plates 1-10 (Peak Flow Curve) and 2-10 (Peak Flow Chart).

Miscellaneous edits are proposed to 1) align the PFM with the recent updates to the Erosion and Stormwater Ordinance (Chapter 124.1), 2) incorporate the stacked townhouse unit into the PFM to align with the Zoning Ordinance, 3) update Plate 20-7 related to the construction of driveway entrances along existing streets to align with

VDOT standards, and 4) codify current processes including showing sump pump discharge locations on the associated grading plan.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 - Staff Report dated February 17, 2026
Attachment 2 - https://www.fairfaxcounty.gov/landdevelopment/public-facilities-manual-and-code-amendments

STAFF:
Jennifer Miller, Deputy County Executive
William D. Hicks, P.E., Director, Land Development Services
Christopher Herrington, P.E., Director, Department of Public Works and Environmental Services

ASSIGNED COUNSEL:
Peter Basanti, Assistant County Attorney
Marc Gori, Assistance County Attorney

LAND DEVELOPMENT SERVICES
February 17, 2026

STAFF REPORT

PREPARED BY LAND DEVELOPMENT SERVICES

☐ PROPOSED COUNTY CODE AMENDMENT

☑ PROPOSED PFM AMENDMENT

☐ PROPOSED ZONING ORDINANCE AMENDMENT

☐ APPEAL OF DECISION

☐ WAIVER REQUEST

Amendments to the Public Facilities Manual (PFM) Regarding Sanitary Sewer and Editorial Changes

PUBLIC HEARING DATES

Authorization to Advertise:	February 17, 2026
Planning Commission Hearing:	March 11, 2026, at 7:30 p.m.
Board of Supervisors Hearing:	April 14, 2026, at 2:30 p.m.

Prepared By: Julie Moyer, P.E., Engineer IV
Jan Leavitt, P.E., Branch Chief
Site Code Research & Development Branch, Land Development Services
(703) 324-1912

Staff Report

STAFF RECOMMENDATION

Staff recommend that the Board of Supervisors (Board) adopt the proposed amendments set forth in this Staff Report dated February 17, 2026. The proposed amendments update sanitary sewer flow rates and miscellaneous edits are being made to align the Public Facilities Manual (PFM) with updated processes and ordinances.

COORDINATION

The proposed amendments have been prepared by the Department of Land Development Services (LDS) in coordination with the Office of the County Attorney and the Department of Public Works and Environmental Services (DPWES). The proposed amendments have been recommended for approval by the Engineering Standards Review Committee.

BACKGROUND

Miscellaneous updates to the PFM are being proposed. Overall, the amendments are necessary to update the PFM to align with current processes and ordinance updates. The amendments are described in more detail below.

PROPOSED AMENDMENTS

A summary of the proposed amendments is below.

Update Sanitary Sewer Flow Rates:
The proposed sanitary sewer amendment updates the sanitary sewer design flow rates in Table 10.1 of the PFM. The recommended flow rates are used by designers in the design and analysis of sanitary sewer pipes and systems. DPWES staff reviewed evaluated water consumption and wastewater flow data across Fairfax County and determined that targeted reductions in average flow design values were justified for single-family detached, multi-family, and office developments. The lower rates more accurately reflect actual flows generated from these uses. The lower rates align with industry's practice and in some cases will result in cost savings. For existing sewers, the amendment also generally reduces the peak flows consistent with the flow rates and development trends and updates the PFM to incorporate peak flows in both graphic (Plate 1-10) and tabular (Plate 2-10) format for ease of use. The process to update the flow rates and peaking factors resulted from a joint effort between DPWES, DPD, and industry to facilitate development while maintaining cost effective sanitary sewer systems across the county.

The following summarizes the proposed rates:

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Alignment with Chapter 124.1 (Erosion and Stormwater Management Ordinance):
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A copy of the proposed amendments aligning the PFM with the updated Erosion and Stormwater Management Ordinance and Virginia Stormwater Handbook is included in Attachment B (pages 1-30).

Incorporate Stacked Townhouses to align with the Zoning Ordinance:
The PFM Chapters 2, 7, 9, and 10 are amended to incorporate the stacked townhouse dwelling unit into the PFM. Where a provision in the PFM refers to “townhouse”, the provision is being updated to clarify that it’s applicable to both “single-family attached and stacked townhouse”. This update is necessary to align the PFM with the Zoning Ordinance.

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A copy of the proposed amendments aligning the PFM with VDOT driveway entrance standards is included in Attachment B (page 36).

Codify Current Sump Pump Processes
Sump pump provisions are added to codify current process. The policy requires that for single-family detached developments, sump pumps may not discharge closer than 10

feet to any property line and that the flow from the sump pump does not cause erosion or ponding. To facilitate inspections, designers must illustrate the location of the sump pump discharge on the associated grading plan.

A copy of the proposed amendments to the PFM codifying current sump pump processes is included in Attachment B (pages 37-38).

A copy of all the proposed amendments to the PFM is available at: https://www.fairfaxcounty.gov/landdevelopment/public-facilities-manual-and-code-amendments.

REGULATORY IMPACT

The proposed sanitary amendment updates Table 10.1 by reducing the recommended sewer design flow rates for single-family detached, multi-family, and office development and adding design flow rates for commercial and medical uses. The amendment also reduces the peaking factors for existing sewers and incorporates the peaking factors into the PFM in both graphic and tabular format for ease of use as shown in Plates 1-10 (Peak Flow Curve) and 2-10 (Peak Flow Chart).

Miscellaneous edits are proposed to 1) align the PFM with the recent updates to the Erosion and Stormwater Ordinance (Chapter 124.1), 2) incorporate the stacked townhouse unit into the PFM to align with the Zoning Ordinance, 3) update Plate 20-7 related to the construction of driveway entrances along existing streets to align with VDOT standards, and 4) codify current processes including showing sump pump discharge locations on the associated grading plan.

ATTACHED DOCUMENT

Attachment A – Proposed Sanitary Sewer Amendment
Attachment B – Proposed Miscellaneous Edits

Proposed Amendment to
Chapter 10 (Sewage and Solid Waste Disposal) of
the Public Facilities Manual

Amend Chapter 10 (Sewage and Solid Waste Disposal), List of Tables, only make changes to the following tables:

Table Number	Title	Section
Table 10.1	Average Design Flows for Development Types	Sec. 10-0102.4
Table 10.2	Hydraulic Design Analysis	Sec. 10-0102.4
Table 10.~~2~~3	Minimum Grades (%) for Pipes	Sec. 10-0102.8
Table 10.~~3~~4	Allowable Load Factor for Class B Bedding	Sec. 10-0103.3
Table 10.~~4~~5	Trench Width Required for Pipe Size	Sec. 10-0103.6

Amend Chapter 10 (Sewage and Solid Waste Disposal), Section 10-0100 (Sanitary Sewer Design Criteria), Subsection 10-0102 (General and Hydraulic), Subsection 10-0102.4. to read as follows:

10-0102.4 Sewage Flow:

A. Recommended Average Design Flows:

Table 10.1 Average Design Flows for Development Types	
Type of Development[1]	**Design Flow (GPD)**
General, Mixed-use and Planned Developments	100/person
Single family detached	330 ~~350~~/residence
Single family attached and stacked townhouses	280/unit
Multifamily: One Bedroom Two or more Bedrooms	~~280/unit~~ 210/unit 280/unit
Commercial:	
General	0.046/gross ft² ~~2,000/acre~~
Motel	130/unit
Office[2]	30/employee
	0.15 ~~0.20~~/net ft²
Restaurant[3]	50/seat
Mixed-Use Commercial[4]	0.77/gross ft²

Industrial:	
General	0.23 gross ft² ~~10,000/acre~~
Warehouse	0.014/gross ft² ~~600/acre~~
Varies with type of industry	
School Site:	
general	16/student
Medical Facilities:	
Hospital	300/bed
Nursing Home	200/bed
Doctor's Office in Medical Center	0.5/gross ft²
1. All development types need to include site specific flows from cooling towers into the total flow. 2. Use site specific data when available or calculate net ft² at 80% of gross ft². 3. Total number of seats includes indoor and outdoor seating. Indoor seating is calculated at 1 seat = (60% gross ft²/20). 4. Use site specific data when available or calculate as 50% restaurant rate and 50% retail rate.	

B. Sewers must be designed to carry a peak flow when full as determined from applying the appropriate peak flow factor to the average flow. Existing infrastructure is assessed by applying the appropriate peak flow factor to the average flow. (See Plates 1-10 and 2-10.) No separate allowance for infiltration will be required. Other peak flow factors may be approved by the Director based on factors such as long-term flow metering data, age of the sewer, and types of development within the sewer shed.

C. Surcharge Limit:

(1) Sewer pipes ≤ 15 inches in diameter, where laterals are connected to the pipe or manhole, no surcharge is allowed.

(2) Sewer pipes > 15 inches in diameter with no laterals connected to the pipes or manholes, a maximum of 1 foot of surcharge is allowed when a minimum of 5 feet of freeboard is available from the top of the manhole.

D. A Hydraulic Design Analysis, based on additional peak flow generated from the site, must be provided by the applicant if the proposed development (project) meets any of the criteria in Table 10.2.

Table 10.2 Hydraulic Design Analysis	
Peak Flow Increase (Gallons/day)	**Served with Sewer Pipes (Diameter)**
10,000 – 50,000	8" - 12"
>50,000 - 400,000	< 21"
>400,000	< 27"

Renumber 10.2 (Minimum Grades (%) for Pipes) to Table 10.3 Minimum Grades (%) for Pipes).

Renumber Table 10.3 (Allowable Load Factor for Class B Bedding) to 10.4 (Allowable Load Factor for Class B Bedding).

Renumber 10.4 (Trench Width Required for Pipe Size) to 10.5 (Trench Width Required for Pipe Size).

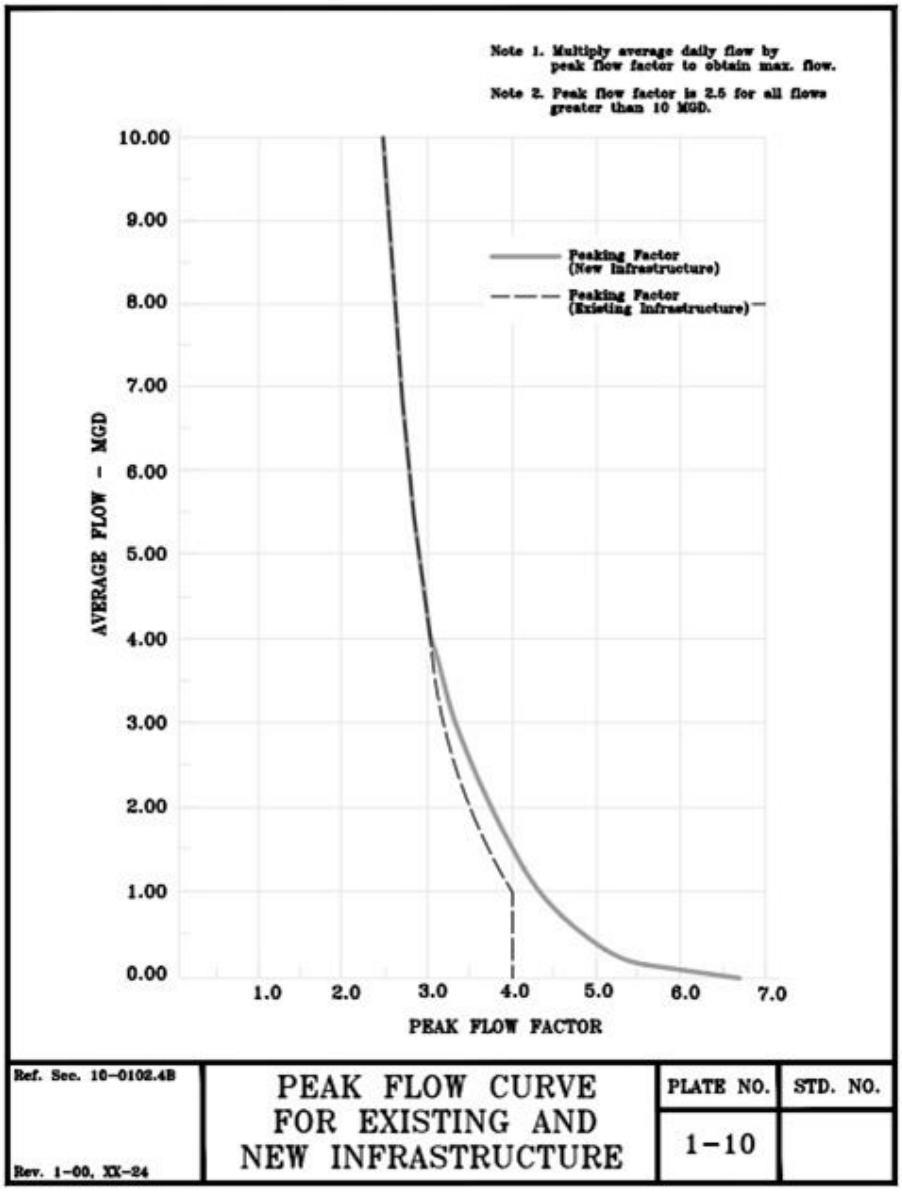
Amend Chapter 10, Chapter 10 Plates, Plate 16-10, by removing the reference to deleted Table 10.4 by removing the words "Table 10.4 and".

Amend the list of Plates in Chapter 10 to rename plates 1-10 and 2-10 as follows:

Plate #	Old Name	New Name
1-10	Peak Flow Curve 0.0 to 1.0 MGD	Peak Flow Curve for Existing and New Infrastructure
2-10	Peak Flow Curve 1.0 and Greater MGD	Peak Flow Chart for Existing and New Infrastructure

Amend Chapter 10, Chapter 10 Plates, by replacing Plates 1-10 and 2-10 with new Plates 1-10 and 2-10 as follows:

FAIRFAX COUNTY PUBLIC FACILITIES MANUAL



Ref. Sec. 10-0102.4B Rev. 1-00, XX-24	PEAK FLOW CURVE FOR EXISTING AND NEW INFRASTRUCTURE	PLATE NO.	STD. NO.
		1-10	

50

FAIRFAX COUNTY PUBLIC FACILITIES MANUAL

Peak Flow Chart for Existing and New Infrastructure		
Average Flow (mgd)	**Peaking Factor (New Infrastructure)**	**Peaking Factor (Existing Infrastructure)**
0.00	6.59	4.00
0.10	5.92	4.00
0.20	5.42	4.00
0.30	5.15	4.00
0.40	4.97	4.00
0.50	4.82	4.00
0.60	4.70	4.00
0.70	4.59	4.00
0.80	4.49	4.00
0.90	4.40	4.00
1.00	4.32	4.00
1.50	4.00	3.77
2.00	3.75	3.52
2.50	3.52	3.34
3.00	3.34	3.22
3.50	3.20	3.12
4.00	3.07	3.07
4.50	2.99	2.99
5.00	2.92	2.92
5.50	2.86	2.86
6.00	2.81	2.81
6.50	2.77	2.77
7.00	2.73	2.73
7.50	2.69	2.69
8.00	2.65	2.65
8.50	2.62	2.62
9.00	2.59	2.59
9.50	2.54	2.54
10.00 and greater	2.50	2.50

Ref. Sec. 10-0102.4B Rev. 1-00, XX-24	PEAK FLOW CHART FOR EXISTING AND NEW INFRASTRUCTURE	PLATE NO.	STD. NO.
		2-10	

Proposed Miscellaneous Amendments to the Fairfax County Public Facilities Manual

Miscellaneous provisions are being updated at this time. In the revisions shown below, text to be deleted is identified with strike-through and text to be added is underlined.

Updates to Align PFM with Chapter 124.1 (Erosion and Stormwater Management Ordinance) pages 1-30

1-1000 SYMBOLS, ACRONYMS/ABBREVIATIONS & DEFINITIONS

~~VSMP~~ VESMR	~~Virginia Stormwater Management Program~~ Virginia Erosion and Stormwater Management Regulation

2-0107 E&S Control and Soil Removal

2-0107.1 E&S controls are required as set forth in § 11-0000 (Erosion and Sediment Control) *et seq.* and ~~Chapter 104 (Erosion and Sedimentation Control)~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance) of the Code.

2-0107.4 Provisions for E&S control must be shown on all grading plans unless otherwise exempted by ~~Chapter 104~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance) of the Code.

2-0109 Large Lot Subdivisions

2-0109.1 For large-lot subdivisions (divisions or redivisions of real property where any tract, plot or parcel is 5 acres or the metric equivalent or greater) exempt from the Subdivision Ordinance, ~~Chapters 104 (Erosion and Sedimentation Control),~~ Chapters 107 (Problem Soils), 112.1 (Zoning Ordinance), 116 (Wetlands Zoning Ordinance), 118 (Chesapeake Bay Preservation Ordinance), and ~~124 (Stormwater Ordinance)~~ 124.1 (Erosion and Stormwater Management Ordinance) of the Code apply.

2-0109.3 When plans for large-lot subdivisions are filed, the following ~~will be~~is required:

A. Topographic sheets with contour intervals no greater than 5-feet at a scale no greater than 1 inch=100 feet showing:

4. For an E&S control plan refer to ~~Chapter 104~~ Chapter 124.1 and §§ 11-0102 through ~~§~~ 11-0105.

2-0110 Tree Conservation Requirements

2-0110.1 Tree conservation requirements must be addressed on all land being developed as set forth in Chapter 122 (Tree Conservation Ordinance), ~~the~~ Chapter 101 (Subdivision Ordinance), ~~Chapter 104 (Erosion and Sedimentation Control)~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance) of the Code, and PFM § 12-0000 (Tree Conservation) *et seq.*

2-0600 CONSERVATION AGREEMENT AND DEPOSIT

2-0601 General Requirements

2-0601.1 Before approval of a subdivision or site plan, the developer must ~~provide a~~ execute a conservation agreement and make a deposit in accordance with ~~Chapter 104~~Chapter 124.1 of the Code, which ~~assures~~ enables the County ~~that~~ to take measures ~~can be taken by the County~~ at the developer's expense if ~~conservation measure are not properly installed and maintained during the period determined by the Director~~ as provided for in the conservation agreement.

5-0000 DEBRIS LANDFILL

5-0100 GENERAL REGULATIONS AND PLAN PREPARATION

To obtain approval for a debris landfill, an applicant must submit a design plan, pursuant to the requirements of Chapter 112.1 (Zoning Ordinance), ~~Chapter 104 (Erosion and Sedimentation Control)~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance), Chapter 108.1 (Noise Ordinance), and Chapter 118 (Chesapeake Bay Preservation Ordinance) of the Code, and must comply with the requirements of §§ 5-0100 through 5-0105 ~~et seq.~~

5-0201 General Materials.

Permitted materials are listed in ~~Chapter 104, Article 2~~ Chapter 124.1, Article 11 of the Code and in § 10-0300 through 10-0306 (Solid Wast and Recycling System)~~*et seq*~~.

6-0203 Policy and Requirements for Adequate Drainage

6-0203 Analysis of Downstream Drainage System

6-0203.2 The extent of the review of the downstream drainage system must conform with ~~be as required by Chapter 124 (Stormwater Management Ordinance~~) Chapter 124.1 (Erosion and Stormwater Management Ordinance) of the Code. Note that the extent of review for channel protection and flood protection requirements are different.

6-0203.3 Adequacy of all natural watercourses, channels and pipes must be verified in accordance with the channel protection and flood protection requirements of ~~Chapter 124~~ Chapter 124.1 of the Code and the following:

6-0203.4 An improvement and no adverse impact to the downstream drainage system must be shown in accordance with the requirements of ~~Chapter 124~~ Chapter 124.1 of the Code and the following:

A. Detention Method[2]

1. It will be presumed that no adverse impact and an improvement will occur if on-site detention is provided as follows and the outfall is discharging into a defined channel or manmade drainage facility:

a. In order to compensate for the increase in runoff volume, the 1-year, 2-year and 10-year post-development peak rates of runoff from the development site must be reduced below the respective peak rates of runoff for the site in good forested condition (e.g., for NRCS method, a cover type of "woods" and a hydrologic condition of "good") in accordance with the requirements of ~~Chapter 124~~ Chapter 124.1 of the Code.

b. The calculation of the peaks and cumulative volumes must be based on the NRCS methodology described in § 6-0802 or other methods as approved by the Director.

B. Other scientifically valid methods, which show no adverse impact regarding erosion or capacity for an inadequate outfall and show an improvement, may be approved by the Director in accordance with the requirements of ~~Chapter 124~~ Chapter 124.1 of the Code.

6-0203.5 In accordance with § 6-0202.4, if an existing dwelling or a building constructed under an approved building permit, which is located within the extent of review described in § 6-0203.2, is flooded by the 100-year storm, the peak flow of the 100-year storm at the development site must be reduced to a level below the pre-development condition in accordance with the requirements of ~~Chapter 124~~ Chapter 124.1 of the Code.

6-0300 POLICY ON DETENTION OF STORMWATERS

6-0301 General

6-0301.1 The use of various methods for the on-site retention and detention of stormwater is required under ~~Chapter 124~~ Chapter 124.1 of the Code to minimize the adverse effects of increased stormwater runoff (resulting from the development of land within the County) on all downstream drainageways.

6-0301.2 Stormwater management facilities must be provided in all storm drainage plans for proposed development in the County submitted for review and approval unless exempt or waived by the Director in accordance with ~~Chapter 124~~ Chapter 124.1 of the Code.

6-0303 Location and Maintenance of Stormwater Management and BMP Facilities

6-0303.7 Detention or structural BMP facilities, including 10-year flood storage areas associated with such facilities, may not be located on individual buildable single-family attached and detached residential lots, or any part thereof for the purpose of satisfying the detention, water quantity, or BMP requirements of ~~the~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance) for subdivision and site plans. However, detention and BMP facilities may be constructed on individual lots to satisfy the detention and BMP requirements for each lot or for subdivisions of no more than seven lots where approved by the Director in accordance with § 6-1300 through 6-1320 (Retention, Detention, and Best Management Practices Facilities)~~*et seq*~~. Such approval by the Director must be in writing and must specify such conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities. County maintenance for detention and BMP facilities on such individual lots will not be provided. The use and location of BMPs is summarized in Table 6.3.

6-0400 STORMWATER RUNOFF QUALITY CONTROL CRITERIA

6-0401 General Information and Regulations

6-0401.1 ~~The Board adopted Chapter 124 (Stormwater Management Ordinance)~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance) of the Code establishes requirements for managing stormwater and procedures to administer and enforce those requirements. These requirements are intended to protect property, state waters, stream channels, and other natural resources from the potential harm of unmanaged stormwater. Requirements for water quality controls are included in the ~~Stormwater Management Ordinance~~ Erosion and Stormwater Management Ordinance.

6-0401.2 The Board has established a Water Supply Protection Overlay District (WSPOD) in the Occoquan Watershed to prevent water quality degradation of the Occoquan 1,2, 5,6,11,12 Reservoir due to pollutant loadings within the watershed. WSPOD boundaries have been established on the Official Zoning Map. Use limitations are established which require that there must be water quality control measures designed to reduce the projected phosphorus runoff by at least one-half for any subdivision or use requiring site plan approval unless a modification or waiver is approved by the Director. Requirements for water quality controls in the WSPOD from the Zoning Ordinance have been incorporated in the ~~Stormwater Management Ordinance~~ Erosion and Stormwater Management Ordinance.

6-0401.3 The Board has established Chesapeake Bay Preservation Areas (CBPAs) consisting of RPAs and RMAs throughout the entire County to protect the quality of water in the

Chesapeake Bay and its tributaries (Chapter 118 of the Code). RPA and RMA components are identified in § 118-1-7 of the Code. Performance criteria have been established which require that there must be water quality control measures designed to prevent a net increase in nonpoint source pollution from new development based on average land cover conditions and to achieve a 10 percent reduction in nonpoint source pollution from development of previously developed land. For purposes of §§ ~~6-0400~~ 6-0401 through 6-0402 ~~et seq.~~, the average land cover condition is 18 percent imperviousness. Compliance with the requirements of the Erosion and Stormwater Management Ordinance ~~must be considered to~~ will meet the stormwater management requirements of Chapter 118.

6-0402 Stormwater Quality Control Practices.

6-0402.4 Other innovative BMP measures which have not been approved by the state may be used to meet proffers or development conditions that exceed the minimum requirements of the Erosion and Stormwater Management Ordinance, but may not be used to meet the minimum water quality control requirements in § ~~124-4-3~~ 124.1-4-3 of the Code. A request for use of these techniques will be reviewed on a case-by-case basis and approved by the Director as appropriate. The developer must provide full details and supporting data including:

A. Justification;
B. Technical details with research data supporting efficiencies;
C. Maintenance considerations and program (private maintenance will generally be required for innovative BMP facilities);
D. Safety considerations;
E. Aesthetic considerations;
F. Location and interaction with populated areas;
G. Pest control program, if required;
H. Estimated construction cost;
I. Estimated 20-year maintenance cost.
    1. For innovative BMPs located in residential areas that will be maintained by Homeowner Associations (HOAs) with limited resources, the Director may require the developer to transfer sufficient funds to the HOA before bond release to cover a 20-year maintenance cycle. These funds are not available for use until after bond release.

6-0402.8 The following information is required on all site and subdivision plans to demonstrate compliance with the water quality control requirements of § 6-0000 (Storm Drainage) *et seq*.

F. Computations of BMP phosphorus reduction for the site demonstrating compliance with the water quality control requirements of Article 4 of ~~Chapter 124~~ Chapter 124.1

of the Code using the Virginia Runoff Reduction Method Worksheet, or equivalent method, as approved by the ~~Director~~ DEQ. In applying the current version of the Virginia Runoff Reduction Method, an annual rainfall value of 43 inches must be used.

H. If an owner or operator intends to meet the requirements established in ~~Chapter 124~~ Chapter 124.1 of the Code through the use of off-site compliance options, a letter of availability from the off-site provider must be included.

6-1302 Rooftop Storage

6-1302.1 Rooftop storage must be designed to meet the water quantity control requirements of the Erosion and Stormwater Management Ordinance.

6-1303 Infiltration Practices

6-1303.1 General.

B. Infiltration Practices must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the ~~VSMP Regulations~~ Virginia Stormwater Management Handbook~~)~~, except as modified herein.

6-1303.2 Feasibility and Limitations.

E. In residential areas, infiltration facilities and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance except as noted herein. The Director may approve the location of infiltration facilities on individual buildable single-family detached lots for subdivisions creating no more than seven lots where it can be demonstrated that the requirement is not practical or desirable due to constraints imposed by the dimensions or topography of the property and where adequate provisions for maintenance are provided. Such approval by the Director must be in writing and must specify the conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities.

F. Infiltration facilities may be located on individual single-family detached residential lots that are not part of a bonded subdivision to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance for construction on the lot.

I. Setbacks. Infiltration facilities must meet the setback requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Setbacks to roads and buildings vary based on the

scale of the infiltration practice. In addition, infiltration facilities must be set back a minimum of 2 feet from property lines.

6-1303.4 Design Criteria.

A. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

D. Pre-Treatment. Pre-treatment must be provided at all points of concentrated inflow to facilities. Pre-treatment must be designed in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Pre-treatment generally consists of a vegetated filter strip or channel and an energy dissipation device. However, space constraints (e.g., parking lot islands) may limit the ability to provide a vegetated filter strip or channel. Where space permits, vegetated filter strips or channels must be provided. Energy dissipation devices are required for all facilities at points of concentrated inflow. Where inflow is in the form of sheet flow, a vegetated filter strip must be provided where space permits. Guidelines for sizing vegetated filter strips and channels are provided in Tables 6.16 and 6.17.

F. Berms used to pond water above infiltration facilities cannot exceed ~~must be a maximum of~~2 feet in height measured from the downstream toe-of-slope to the top of the berm. The ~~width of the~~top of the berm must be ~~a minimum of~~ at least 2 feet wide. The sides ~~slopes~~ of the berm ~~must be a maximum~~ cannot exceed~~of~~ a 3:1 slope. Berms and overflow weirs must be sodded and pegged in accordance with the most recent edition of the ~~"~~Virginia ~~Erosion and Sediment Control~~ Stormwater Management Handbook.~~"~~ Facilities with berms that are equal to or less than 2 feet in height or excavated facilities will not be subject to the requirements of § 6-1600 (Design and Construction of Dams and Impoundments).

N. Variations of the typical details and schematics of infiltration facilities in ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ may be approved by the Director, if the facility meets all of the requirements in § 6-1303 (Infiltration Practices)~~et seq~~.

6-1303.5 Gravel Layer/Storage Chamber Design.

B. Infiltration facilities must be sized in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1303.6 Underdrains. Underdrains must consist of pipe ≥ 4 inches in diameter placed in a layer of washed VDOT #57 stone. There must be a minimum of 2 inches of gravel above and below the pipe. Laterals must be a minimum of 4-6 inches in diameter. Main collector lines and manifolds must be a minimum of 6-8 inches in diameter. Underdrains must be laid at a minimum slope of 0.5 percent. Underdrains must extend to within 10 feet of the boundary of the facility and have a maximum internal spacing of 20 feet on center. Underdrains must be separated from the soil media in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Underdrains not terminating in an observation well/clean-out must be capped. The portion of underdrain piping beneath the surface layer must be perforated. All remaining underdrain piping, including cleanouts, must be nonperforated. All stone must be washed with less than 1 percent passing a #200 sieve.

6-1303.8 Materials Specifications.

B. Filter fabric. Filter fabric must be a needled, non-woven, polypropylene geotextile meeting the requirements listed in ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Heat-set or heat-calendared fabrics are not permitted.

6-1303.9 Construction Specifications.

F. Additional guidelines for construction are provided in ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1303.10 Plan Submission Requirements.

D. Computations and other information demonstrating that the design meets level 1 or level 2 design criteria in ~~Virginia Stormwater~~ Design Specification P-FIL-04 (formerly No. 8) Infiltration Practices in the Virginia Stormwater Management Handbook.

6-1304 Permeable Pavement

6-1304.1 General.

E. Permeable paving must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. except as modified herein.

6-1304.2 Feasibility and Limitations.

A. Permeable pavement systems may not be located in single-family attached or detached residential developments for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance except as permitted under § 6-1304.2A(1) and § 6-1304.2A(2).

C. Permeable pavement systems may not be located on individual residential lots for the purpose of satisfying the BMP requirements of the Erosion and Stormwater Management Ordinance.

G. Setbacks. Permeable pavement must meet the setback requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1304.4 General Design Requirements.

A. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

L. Variations of the permeable pavement designs in the typical details and schematics of permeable pavement facilities in ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ may be approved by the Director, if the facility meets all of the requirements in § 6-1304 (Permeable Pavement)~~*et seq*~~.

6-1304.6 Aggregate Base/Storage Chamber Design.

B. The required storage volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1304.8 Materials Specifications.

G. Filter fabric. Filter fabric must be a needled, non-woven, polypropylene geotextile meeting the requirements listed in ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Heat-set or heat-calendared fabrics are not permitted.

6-1304.9 Construction Specifications.

G. Installation of open jointed pavement blocks.

1. Installation of open jointed pavement blocks must be in accordance with the construction sequence in ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

H. Installation of porous asphalt pavement.

1. Installation of porous asphalt pavement must be in accordance with the construction sequence in ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

I. Installation of pervious concrete.

1. Installation of pervious concrete must be in accordance with the construction sequence in ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1304.10 Plan Submission Requirements.

D. Computations and other information demonstrating that the design meets level 1 or level 2 design criteria in ~~Virginia Stormwater~~ Design Specification P-FIL-03 (formerly No. 7) Permeable Pavement in the Virginia Stormwater Management Handbook.

6-1307 Bioretention

6-1307.1 General.

F. Bioretention must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations~~, except as modified herein.

6-1307.2 Feasibility and Limitations.

A. In residential areas, bioretention facilities and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance except as noted herein. The Director may approve the location of bioretention facilities on individual buildable single-family detached lots for subdivisions creating no more than seven lots where it can be demonstrated that the requirement is not practical or desirable due to constraints imposed by the dimensions or topography of the property and where adequate provisions for maintenance are provided. Such approval by the Director must be in writing and must specify such conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities.

B. Bioretention facilities may be located on individual single-family detached residential lots that are not part of a bonded subdivision to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance for construction on the lot.

F. Setbacks. Bioretention facilities must meet the setback requirements of the ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. In addition, bioretention facilities must be set back a minimum of 2 feet from property lines.

6-1307.4 Design Criteria.

A. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

D. Pre-Treatment. Pre-treatment must be provided at all points of concentrated inflow to facilities. Pre-treatment must be designed in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Pre-treatment generally consists of a vegetated filter strip or channel and an energy dissipation device. However, space constraints (e.g., parking lot islands) may limit the ability to provide a vegetated filter strip or channel. Where space permits, vegetated filter strips or channels must be provided. Energy dissipation devices are required for all facilities at points of concentrated inflow. Where inflow is in the form of sheet flow, a vegetated filter strip must be provided where space permits. Guidelines for sizing vegetated filter strips and channels are provided in Tables 6.16 and 6.17.

F. Berms used to pond water in bioretention facilities ~~must be a maximum of~~ cannot exceed 2 feet in height measured from the downstream toe-of-slope to the top of the berm. The ~~width of the~~ top of the berm must be a ~~minimum of~~ at least 2 feet wide. The sides ~~slopes~~ of the berm ~~must be a maximum of~~ cannot exceed a 3:1 slope. Berms and overflow weirs must be sodded and pegged in accordance with the most recent edition of the ~~"~~Virginia Stormwater Management ~~Erosion and Sediment Control~~ Handbook.~~"~~ Facilities with berms that are equal to or less than 2 feet in height or excavated facilities will not be subject to the requirements of § 6-1600 (Design and Construction of Dams and Impoundments).

N. The soil media depth must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. If large trees and shrubs are to be installed, soil depths must be increased to a minimum of 4 feet. The bottom of the soil layer must be a

minimum of 4 inches below the root ball of plants to be installed. A layer of 2-3 inches of mulch must be placed on top of the soil media.

P. Variations of the bioretention filter and basin designs in the typical details and schematics of bioretention facilities in ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ may be approved by the Director, if the facility meets all of the requirements in § 6-1307 (Bioretention)~~*et seq*~~.

6-1307.5 Filter Bed Design.

A. The required surface area of the filter must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1307.7 Underdrains. Underdrains must consist of pipe ≥ 4 inches in diameter placed in a layer of washed VDOT #57 stone. There must be a minimum of 2 inches of gravel above and below the pipe. Laterals must be a minimum of 4-6 inches in diameter. Main collector lines and manifolds must be a minimum of 6-8 inches in diameter. Underdrains must be laid at a minimum slope of 0.5 percent. Underdrains must extend to within 10 feet of the boundary of the facility and have a maximum internal spacing of 20 feet on center. Underdrains must be separated from the soil media in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Underdrains not terminating in an observation well/clean-out must be capped. The portion of underdrain piping beneath the planting soil bed must be perforated. All remaining underdrain piping, including cleanouts, must be nonperforated. All stone must be washed with less than 1 percent passing a #200 sieve.

6-1307.9 Materials Specifications.

A. The bioretention soil media must meet the requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Topsoil used to create bioretention soil media should be a sandy loam or loamy sand per USDA textural classification. The textural class of the topsoil should be verified by a laboratory analysis. Topsoil must be of uniform composition, containing no more than 5 percent clay, free of stones, stumps, brush, roots, or similar objects larger than 2 inches. Topsoil must be free of Bermuda Grass, Quackgrass, Johnson Grass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, Tearthumb, or other noxious weeds. Sand must meet AASHTO M-6, ASTM C-33, or VDOT Section 202 Grade “A” Fine Aggregate

specifications. Sand must be clean and free of deleterious materials. Any organic material added to create the final soil mixture must consist of leaf compost or compost meeting the requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment in the Virginia Stormwater Management Handbook. The final soil mixture may not contain any material or substance that may be harmful to plant growth, or a hindrance to plant growth or maintenance. Each bioretention area must have a minimum of one soil test performed on the final soil mixture to demonstrate compliance with the mixture requirements for sand, soil fines, organic matter, P-Index (phosphorus content) and cation exchange capacity (CEC) using standard test methods. Test results and materials certifications must be submitted to LDS before bond release.

D. Filter fabric. Filter fabric must be a needled, non-woven, polypropylene geotextile meeting the requirements listed in ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Heat-set or heat-calendared fabrics are not permitted.

6-1307.11 Construction Specifications.

L. Additional guidelines for construction are provided in ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1307.11 Plan Submission Requirements.

E. Computations and other information demonstrating that the design meets level 1 or level 2 design criteria in ~~Virginia Stormwater~~ Design Specification P-FIL-05 (formerly No. 9) Bioretention in the Virginia Stormwater Management Handbook.

6-1308 Vegetated Swales

6-1308.1 General.

D. Grass channels must conform to ~~Virginia Stormwater~~ Design Specification P-CNV-01 (formerly No. 3) Grass Channel ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein. Dry swales must conform to ~~Virginia Stormwater~~ Design Specification P-CNV-02 (formerly No. 10) Dry Swale ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1308.2 Location and Siting.

A. In residential areas, vegetated swales and their appurtenant structures must be located on homeowner association (or “common”) property and may not be located on individual buildable single-family attached or detached residential lots

or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance except as noted herein. The Director may approve the location of vegetated swales on individual buildable single-family detached lots for subdivisions creating no more than seven lots where it can be demonstrated that the requirement is not practical or desirable due to constraints imposed by the dimensions or topography of the property and where adequate provisions for maintenance are provided. Such approval by the Director must be in writing and must specify such conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities.

B. Vegetated swales may be located on individual single-family detached residential lots that are not part of a bonded subdivision to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance for construction on the lot.

6-1308.4 Dry Swale Design.

A. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-CNV-02 (formerly No. 10) Dry Swale ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

G. Variations of the dry swale designs in the typical details and schematics dry swales in ~~Virginia Stormwater~~ Design Specification P-CNV-02 (formerly No. 10) Dry Swales ~~(Version 1.9, March 1, 2011)~~ in the Virginia Stormwater Management Handbook may be approved by the Director, if the facility meets all of the requirements in § 6-1308 (Vegetated Swales)~~*et seq*~~.

6-1308.5 Grass Channel Design.

A. Design flow. Design flows must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-CNV-01 (formerly No. 3) Grass Channel ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

E. Variations of the grass channel designs in the typical details and schematics of grass channels in ~~Virginia Stormwater~~ Design Specification P-CNV-01 (formerly No. 3) Grass Channel ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ may be approved

6-1308.6 Underdrains. Underdrains must consist of pipe ≥ 6 inches in diameter placed in a layer of washed VDOT #57 stone. There must be a minimum of 2 inches of gravel above and below the pipe. The underdrain must begin within 10 feet of the upstream boundary of the swale. Underdrains must be separated from the soil media in accordance with ~~Virginia Stormwater~~ Design Specification P-CNV-02 (formerly No. 10) Dry Swale ~~(latest version referenced~~ in the Virginia Stormwater Management

Handbook ~~VSMP Regulations)~~. Underdrain pipe must be perforated. All stone must be washed with less than 1 percent passing a #200 sieve.

6-1308.8 Materials Specifications.

F. Compost. Compost must meet the requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment in the Virginia Stormwater Management Handbook.

6-1308.12 Plan Submission Requirements.

G. Computations and other information demonstrating that the design meets level 1 or level 2 design criteria in ~~Virginia Stormwater~~ Design Specification P-CNV-02 (formerly No. 10) Dry Swale.

6-1309 Vegetated Roofs

6-1309.1 General.

B. Vegetated roofs must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-02 (formerly No. 5) Vegetated Roof ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1309.2 Feasibility and Limitations.

B. Vegetated roofs may not be used on single-family detached or attached units for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

C. Vegetated roofs may not be used on single-family detached units in nonbonded subdivisions to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance.

6-1309.3 Design of Vegetated Roofs.

A. Vegetated Roof Components. Vegetated roofs typically consist of the structural components of the roof, a waterproof membrane, a root barrier (if required), a protective layer, a drainage layer, filter fabric, a layer of growth media, and plants. Vegetated roofs may also include an optional thermal insulation layer, a leak detection system, and an irrigation system. Specifications for the optional components of vegetated roofs are not provided here but should meet any applicable Virginia USBC requirements. Variations on the vegetated roof system designs in the typical details and schematics in ~~Virginia Stormwater~~ Design Specification P-FIL-02 (formerly No. 5) Vegetated Roof ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ may be approved by the Director, if the facility meets all of the requirements of § 6-1309 (Vegetated Swales)~~*et seq*~~.

6-1309.4 Specifications of vegetated roof components.

E. Filter fabric. Filter fabric must be a non-woven, root penetrable, needled, polypropylene geotextile meeting the requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-02 (formerly No. 5) Vegetated Roof ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Heat-set or heat-calendared fabrics are not permitted.

F. Growth media. Growth media must be a mineral and organic mixture that provides sufficient nutrients and water holding capacity to support the proposed plant materials. Growth media must meet the requirements of ~~Virginia Stormwater~~ Design Specification P-FIL-02 (formerly No. 5) Vegetated Roof ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. The growth media must be tested for organic content to demonstrate compliance with Level 1 or Level 2 design criteria using standard test methods.

6-1310 Reforestation

6-1310.1 General.

C. Reforestation must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(Appendix 4A) (latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1310.2 Feasibility and Limitations.

A. In residential areas, reforested areas must be located on homeowner association (or "common") property and may not be located on individual buildable single-family detached or attached residential lots, or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.
The Director may approve the use of reforestation on individual buildable single-family detached lots for subdivisions creating no more than seven lots where it can be demonstrated that the requirement is not practical or desirable due to constraints imposed by the dimensions or topography of the property. Any approval by the Director must be in writing and must specify the conditions deemed necessary to ensure establishment and protection of the reforested area.

B. Reforested areas may be located on individual residential lots in nonbonded subdivisions to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance. Designers should carefully consider the impact of the required easement on future use of the property.

6-1310.4 Design of Reforested Areas.

G. Compacted soils will limit root growth and establishment of the forest ecosystem. Subsoiling (tilling) and soil amendments are required to relieve soil compaction and restore soil function in previously disturbed soils except as noted below.

1. The depth of subsoiling, the amount of compost to be incorporated, and the incorporation depth must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1310.5 Subsoiling and Soil Amendment Specifications.

A. Compost. See ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ for required compost specifications.

6-1310.6 Construction.

A. See ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ for the basic construction sequence for the soil amendments.

6-1311 Rooftop (Impervious Surface) Disconnection

6-1311.1 General.

B. Rooftop Disconnections must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-01 (formerly No. 1) Rooftop Disconnection ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1311.4 Design.

A. Rooftop disconnections must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-01 (formerly No. 1) Rooftop Disconnection ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1312 Sheet Flow to a Vegetated Filter Strip or Conserved Open Space

6-1312.1 General.

B. Vegetated filter strips and conserved open space must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-07 (formerly No. 2) Sheet Flow to a Vegetated Filter Strip or Conserved Open Space ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations),~~ except as modified herein.

6-1312.2 Feasibility and Limitations.

A. In residential areas, vegetated filter strips and conserved open space must be located on homeowner association (or "common") property and may not be located on individual buildable single-family detached or attached residential lots, or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

B. Vegetated filter strips and conserved open space may be located on individual residential lots in nonbonded subdivisions to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance. Designers should carefully consider the impact of the required easement on future use of the property

6-1312.4 Design of Vegetated Filter Strips and Conserved Open Space.

A. The width of vegetated filter strips and conserved open space areas must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-07 (formerly No. 2) Sheet Flow to a Vegetated Filter Strip or Conserved Open Space ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Where the sheet flow to be treated originates from both pervious and impervious areas, the design must be based on the requirements for sheet flow from impervious areas.

C. Subsoiling (tilling) and soil amendments are required to relieve soil compaction and restore soil function in all previously disturbed soils regardless of the hydrologic soil group except as noted below.

1. The depth of subsoiling, the amount of compost to be incorporated, and the incorporation depth must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-07 (formerly No. 2) Sheet Flow to a Vegetated Filter Strip or Conserved Open Space ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1312.5 Subsoiling and Soil Amendment Specifications.

A. Compost. See ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ for required compost specifications.

6-1312.7 Construction.

A. See ~~Virginia Stormwater~~ Design Specification P-FIL-07 (formerly No. 2) Sheet Flow to a Vegetated Filter Strip or Conserved Open Space ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ for the basic construction sequence for vegetated filter strips and conserved open space and ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater

Management Handbook ~~VSMP Regulations)~~ for the basic construction sequence for the soil amendments.

6-1313 Soil Compost Amendment

6-1313.1 General.

B. Soil Compost Amendment must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1313.2 Feasibility and Limitations.

A. In residential areas, areas of compost amended soils must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance except as noted herein. The Director may approve the use of compost amended soils on individual buildable single-family detached lots for subdivisions creating no more than seven lots where it can be demonstrated that the requirement is not practical or desirable due to constraints imposed by the dimensions or topography of the property and where adequate provisions for maintenance are provided. Such approval by the Director must be in writing and must specify such conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities.

B. Compost amended soils may be located on individual single-family detached residential lots that are not part of a bonded subdivision to satisfy the BMP requirements of the Erosion and Stormwater Management Ordinance for construction on the lot.

6-1313.4 Design Criteria.

B. Compacted soils will limit root growth and establishment of a dense turf cover. Subsoiling (tilling) and soil amendments are required to relieve soil compaction and restore soil function in previously disturbed soils except as noted below.

1. The depth of subsoiling, the amount of compost to be incorporated, and the incorporation depth must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1313.6 Construction.

A. See ~~Virginia Stormwater~~ Design Specification P-FIL-08 (formerly No. 4) Soil Compost Amendment ~~(latest version referenced~~ in the Virginia Stormwater

Management Handbook ~~VSMP Regulations)~~ for the basic construction sequence for the soil amendments.

6-1314 Rainwater Harvesting

6-1314.1 General.

C. Rainwater Harvesting systems must conform to ~~Virginia Stormwater~~ Design Specification P-BAS-04 (formerly No. 6) Rainwater Harvesting ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1314.2 Feasibility and Limitations.

C. Rainwater harvesting systems may not be located in single-family attached or detached residential developments for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

6-1315 Wet Swale

6-1315.1 General.

A. Wet swales are a cross between a wetland and a swale and provide runoff filtering and treatment within the conveyance system. These linear wetland cells often intercept shallow groundwater to maintain a wetland plant community. The saturated soil and wetland vegetation provide an ideal environment for gravitational settling, biological uptake, and microbial activity. On-line or off-line cells are formed within the channel to create saturated soil or shallow standing water conditions (typically less than 6 inches deep). A regenerative stormwater conveyance (RSC) system is a modification of a wet swale that is used to bring stormwater down steep grades through a series of step pools. RSC systems are used primarily to address channel erosion and outfall issues.

B. Wet Swales must conform to ~~Virginia Stormwater~~ Design Specification P-CNV-03 (formerly No. 11) Wet Swales ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1315.2 Feasibility and Limitations.

A. In residential areas, wet swales and their appurtenant structures must be located on homeowner association (or “common”) property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

6-1315.4 Design Criteria.

A. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-CNV-03 (formerly No. 11) Wet Swales ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

D. Variations of the wet swale designs in the typical details and schematics of wet swales in ~~Virginia Stormwater~~ Design Specification P-CNV-03 (formerly No. 11) Wet Swales ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~ may be approved by the Director, if the facility meets all of the requirements in § 6-1316 (Filtering Devices)~~*et seq*~~.

6-1315.7 Construction.

G. Additional guidelines for construction are provided in ~~Virginia Stormwater~~ Design Specification P-CNV-03 (formerly No. 11) Wet Swales ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1316 Filtering Practices

6-1316.1 General.

C. Stormwater filters must conform to ~~Virginia Stormwater~~ Design Specification P-FIL-06 (formerly No. 12) Filtering Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein. Additional guidance on the design of sand filters is provided in the "Northern Virginia BMP Handbook Addendum; Sand Filtration Systems" (NVPDC/ESI, 1996) available online from the Northern Virginia Regional Commission.

6-1316.2 Feasibility and Limitations.

B. In residential areas, stormwater filters and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

6-1316.4 Design Criteria.

A. Filter Area and Storage Volume. The required filter area and storage volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-FIL-06 (formerly No. 12) Filtering Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1316.5 Specifications.

B. Filter fabric. Filter fabric must be a needled, non-woven, polypropylene geotextile meeting the requirements listed in ~~Virginia Stormwater~~ Design Specification P-

FIL-06 (formerly No. 12) Filtering Practices ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~. Heat-set or heat-calendared fabrics are not permitted.

6-1317 Constructed Wetlands

6-1317.1 General.

B. Constructed Wetlands must conform to ~~Virginia Stormwater~~ Design Specification P-BAS-01 (formerly No. 13) Constructed Wetlands ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1317.2 Feasibility and Limitations.

A. Constructed wetlands are not permitted in residential developments unless there are no other reasonable options available for compliance with the water quality control (BMP) requirements. Such approval by the Director must be in writing and must specify such conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities. When allowed in residential areas, constructed wetlands and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

B. Setbacks. Constructed wetlands must meet the setback requirements of the ~~Virginia Stormwater~~ Design Specification P-BAS-01 (formerly No. 13) Constructed Wetlands ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1317.4 Design Criteria.

C. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-BAS-01 (formerly No. 13) Constructed Wetlands ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

D. Water Balance. Water balance computations are required for all facilities to determine their feasibility and minimum pool depths. Computation of the water balance and minimum pool depth must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-BAS-01 (formerly No. 13) Constructed Wetlands ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1317.7 Construction.

H. Additional guidelines for construction are provided in ~~Virginia Stormwater~~ Design Specification P-BAS-01 (formerly No. 13) Constructed Wetlands ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1318 Wet Pond

6-1318.1 General.

B. Wet Ponds must conform to ~~Virginia Stormwater~~ Design Specification P-BAS-02 (formerly No. 14) Wet Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1318.2 Feasibility and Limitations.

A. Wet ponds are not permitted in residential developments unless they are regional ponds or there are no other reasonable options available for compliance with the water quality control (BMP) requirements. Any approval by the Director must be in writing and must specify the conditions deemed necessary to ensure the effectiveness, reliability, and maintenance of the proposed facilities. When allowed in residential areas, wet ponds and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

B. Setbacks. Wet ponds must meet the setback requirements of the ~~Virginia Stormwater~~ Design Specification P-BAS-02 (formerly No. 14) Wet Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1318.4 Design Criteria.

C. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-BAS-02 (formerly No. 14) Wet Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1318.7 Construction.

H. Additional guidelines for construction are provided in ~~Virginia Stormwater~~ Design Specification P-BAS-02 (formerly No. 14) Wet Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1319 Extended Detention Pond

6-1319.1 General.

B. Extended Detention Ponds must conform to ~~Virginia Stormwater~~ Design Specification P-BAS-03 (formerly No. 15) Extended Detention (ED) Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~, except as modified herein.

6-1319.2 Feasibility and Limitations.

A. Extended detention ponds are not permitted in residential developments unless they are regional ponds or there are no other reasonable options available for compliance with the water quality control (BMP) requirements. When allowed in residential areas, extended detention ponds and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

B. Setbacks. Extended detention ponds must meet the setback requirements of the ~~Virginia Stormwater~~ Design Specification P-BAS-03 (formerly No. 15) Extended Detention (ED) Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1319.4 Design Criteria.

C. Treatment Volume. The required treatment volume must be determined in accordance with ~~Virginia Stormwater~~ Design Specification P-BAS-03 (formerly No. 15) Extended Detention (ED) Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1319.7 Construction Specifications.

H. Additional guidelines for construction are provided in ~~Virginia Stormwater~~ Design Specification P-BAS-03 (formerly No. 15) Extended Detention (ED) Pond ~~(latest version referenced~~ in the Virginia Stormwater Management Handbook ~~VSMP Regulations)~~.

6-1320 Manufactured BMPs

6-1320.1 General.

B. Manufactured BMPs may be used to achieve water quality compliance, if they have been approved for use by the Virginia Department of ~~Conservation and Recreation~~ Environmental Quality and have been approved by the Director in accordance with § 6-0400 through 6-0402 (Stormwater Runoff Quality Control Criteria)~~*et seq*~~.

6-1320.2 Feasibility and Limitations.

A. Individual manufactured BMPs will have different site constraints and limitations. Manufacturer's specifications, approvals by the Virginia Department of ~~Conservation and Recreation~~ Environmental Quality, and approvals by the Director should be consulted to ensure that manufactured BMPs are feasible for use on a specific site.

D. In residential areas, manufactured BMPs and their appurtenant structures must be located on homeowner association (or "common") property and may not be located on individual buildable single-family attached or detached residential lots or any part thereof for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Erosion and Stormwater Management Ordinance.

6-1320.4 Design Criteria.

B. Manufactured BMPs must be designed in accordance with all requirements developed by the ~~Virginia Department of Conservation and Recreation~~ Virginia Department of Environmental Quality and the County. Changes to manufacturer's specifications or variants of the original product design approved by the Director that may impact the device's hydraulic performance or phosphorus removal capability must be evaluated and approved by the Director before use.

C. Manufactured BMPs must be designed to treat an instantaneous flow rate of 0.7 cfs per acre without bypass or the minimum treatment volume required by ~~Chapter 124~~ Chapter 124.1 of the Code.

11-0102 General Plan Preparation

11-0102.1 The designer preparing the drawings must include in these construction plans adequate measures for control of E&S conforming to the guidelines, policies, standards and specifications contained in the PFM, the current ~~"~~Virginia Stormwater Management ~~Erosion and Sediment Control~~ Handbook,~~"~~ and ~~Chapter 104 (Erosion and Sedimentation Control)~~ Chapter 124.1 (Erosion and Stormwater Management) of the Code. No development is permitted until an E&S control plan has been approved.

11-0106 Data Availability

11-0106.1 Agencies available for consultation are LDS, DPD and the NVSWCD.

11-0106.2 Standards and specifications are provided in the current Virginia Stormwater Management ~~E&S Control~~ Handbook. Some supplemental County standards are included in Plates ~~1-11~~ 2-11 through 5-11~~, Chapter 104 of the Code and below~~. ~~Section 104-1-8(a) of the Code contains~~ The modifications to State standards included below ~~which~~ are mandatory in the County.

A. Standard and Specification C-PCM-04 (Formerly #3.05) – Silt Fence. "Super" silt fence (See Plate 5-11), which is a temporary sediment barrier consisting of

synthetic filter fabric stretched across and attached to chain link fencing supported by metal posts, may be utilized below disturbed areas where topographical and drainage conditions do not exceed the design criteria below.

B. Standard and Specification C-SCM-11 (formerly #3.13) -Temporary Sediment Trap. For land areas designated as RPAs, the storage volume must be 202 cy/acre of disturbed area. Pipe outlet sediment traps are required for drainage areas of 1 to 3 acres; for land areas designated as RPAs, pipe outlet sediment traps may also be required for disturbed areas of less than 1 acre where topographical and drainage conditions are favorable for field implementation (see Plate 2-11 for details). Stone outlets for temporary sediment traps for drainage areas under 1 acre outside of County designated RPAs must be constructed according to current Virginia Stormwater Management ~~E&S Control~~ Handbook specifications.
C. Standard and Specification C-SCM-12 (formerly #3.14) - Temporary Sediment Basin. For land areas designated as RPAs, the storage volume must be 202 cy/acre of disturbed area.
D. Standard and Specification C-SCM-03 (formerly #3.02) - Brush Temporary Stone Construction Entrance. The minimum length for a temporary gravel construction entrance must be 75 feet and a woven filter fabric underliner is required. If the action of vehicles traveling over the gravel pad is not sufficient to remove the majority of the mud, then a wash rack is required with an appropriate water source to wash the mud off the tires before entering the public road.
E. Standard and Specification C-PCM-02 (formerly #3.04) - Brush Straw Bale Barrier. Rebars may not be used to stake these barriers. Straw Bale Barriers may only be used for sheet flow applications. Straw Bale Barriers may not be used for any drainageway or channel flow applications or for site development perimeter control.
F. Standard and Specification C-PCM-03 (formerly #3.06) - Brush Barrier. This practice may not be used without the specific authorization of the Director.
G. Standard and Specification C-SCM-04 (formerly #3.07) - Brush Storm Drain Inlet Protection. Any storm drain inlet protection measure which completely blocks the drain's throat or entrance may not be used. Straw bales and cinder block wrapped with filter fabric may not be used for curb inlet protection.
H. Standard and Specification C-SSM-07 (#3.34) - Bermuda Grass and Zoysia Grass Establishment. This practice may not be employed in Fairfax County.
I. Standard and C-SSM-01 (formerly Specification #3.38) - Tree Preservation and Protection. This section is not to be used in Fairfax County. In its place, Chapter 12, "Tree Conservation," of the Public Facilities Manual must be used.

J Standard and Specification C-ENV-01 (formerly #3.22) - Vegetative Streambank Stabilization. Bioengineering stabilization techniques require coordination of plant science, soils science, and engineering principles. They should be employed only with the guidance of experts familiar with bioengineering work. Approval of the Director is required.

11-0304 General Land Conservation Notes

11-0304.1 ~~No disturbed area which is not actively being worked may remain denuded for more than 14 calendar days unless otherwise authorized by the Director.~~ Permanent or temporary soil stabilization must be applied to denuded areas within seven days after final grade is reached on any portion of the site. Temporary soil stabilization must be applied within seven days to denuded areas that may not be at final grade but will remain dormant for longer than 14 days. Permanent stabilization must be applied to areas that are to be left dormant for more than one year.

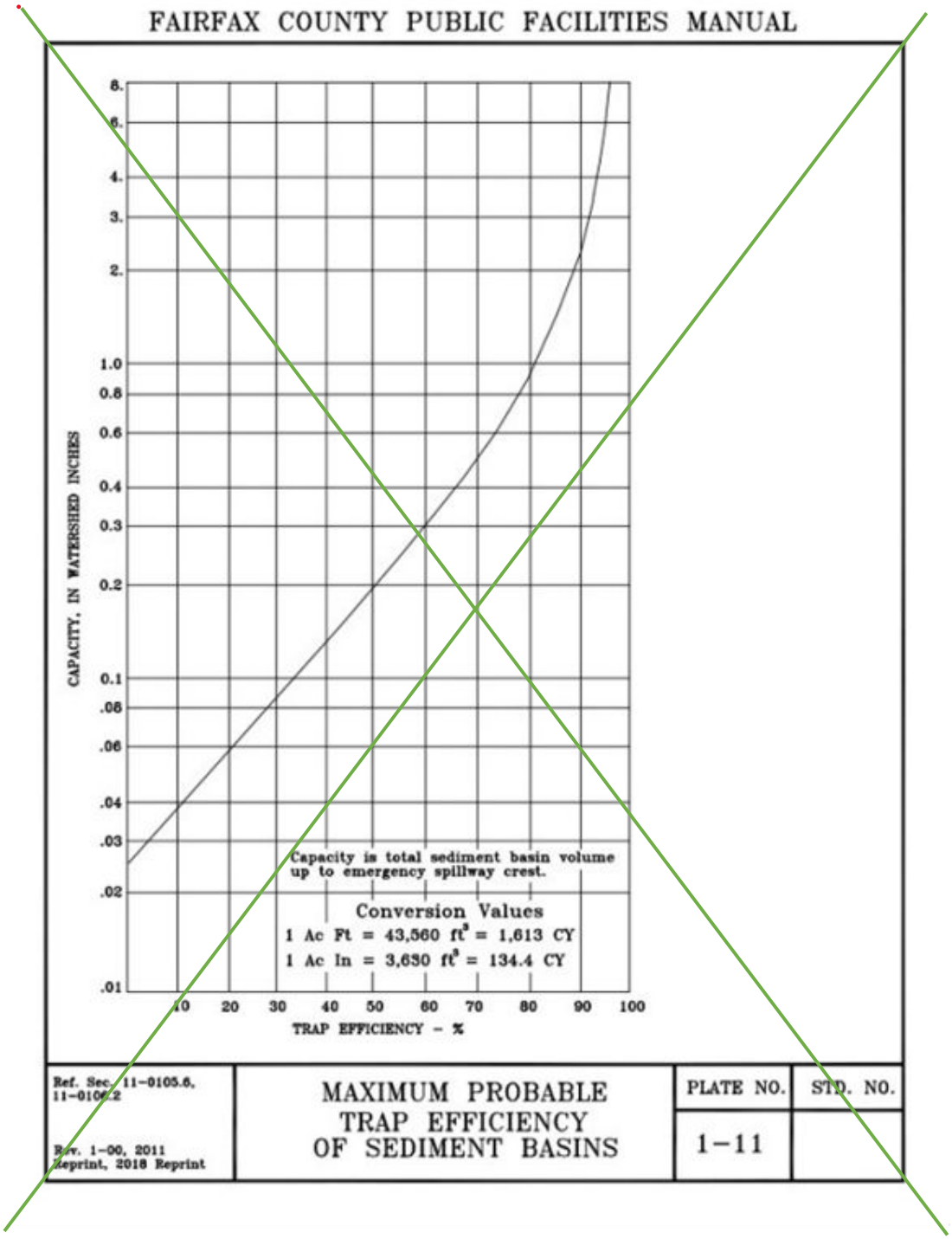
11-0305 Land Conservation Notes - Linear Projects

11-0305.1 ~~No disturbed area which is not actively being worked may remain denuded for more than 14 calendar days unless otherwise authorized by the Director.~~ Permanent or temporary soil stabilization must be applied to denuded areas within seven days after final grade is reached on any portion of the site. Temporary soil stabilization must be applied within seven days to denuded areas that may not be at final grade but will remain dormant for longer than 14 days. Permanent stabilization must be applied to areas that are to be left dormant for more than one year.

11-0306 Biotechnical Slope and Bank Protection

~~11-0306.7 As bioengineering stabilization techniques call for coordination of plant science, soils science and engineering principles, they should be employed only with the guidance of experts familiar with bioengineering work. Approval of the Director is required.~~

Delete Plate 1-11 (Maximum Probable Trap Efficiency of Sediment Basins) and Update Chapter 11 List of Plates



12-0100 PURPOSE AND INTENT

12-0100.1 The purpose and intent of § 12-0000 (Tree Conservation)~~*et seq*~~. is to provide plan submission requirements, technical specifications and on-site practices that support the administration, implementation and enforcement of the tree conservation requirements of the Code including Chapter 101 (Subdivision Ordinance), ~~Chapter 104 (Erosion and Sedimentation Control),~~ Sections 5108 and 8100.7 of the Zoning Ordinance, Chapter 118 (Chesapeake Bay Preservation Ordinance), Chapter 120 (Heritage, Specimen, Memorial and Street Tree Ordinance), ~~and~~ Chapter 122 (Tree Conservation Ordinance), and Chapter 124.1 (Erosion and Stormwater Management Ordinance).

12-0100.2 On ~~Oct.~~ October 20, 2008, the Board adopted an ordinance ~~en~~titled "Tree Conservation Ordinance" which became Chapter 122 of the Code. The ~~new~~ Tree Conversation Ordinance is based on the authority and mandates of Va. Code Ann § 15.2-961.1 which enables jurisdictions located in Virginia Planning District 8 and classified as part of an eight-hour nonattainment area for ozone to enact local tree ordinances that emphasize tree preservation over tree planting when meeting tree canopy requirements. At that same time, this chapter was renamed "Tree Conservation" and rewritten to incorporate plan submission requirements, specifications and practices that support existing authority to conserve vegetation during land development pursuant to Chapters 101, ~~104,~~ 112, ~~and~~ 118, and 124.1 of the Code in addition to ~~new~~ Chapter 122 of the Code.

12-0300 TREE CONSERVATION PLAN REQUIREMENTS

12-0300.1 Tree Conservation Plan. Section ~~104-1-2~~ 124.1-6-2 of the Code states that ~~a conservation~~ an erosion and sediment control plan is required of anyone engaging in land disturbing activities in the County.

A. Tree Conservation Plan. A Tree Conservation Plan is required when land disturbance requiring ~~a conservation~~ an erosion and sediment control plan also involves one or more of the following scenarios.

1. Land disturbance has potential to destroy or degrade on-site trees or trees located on adjacent property, including trees designated for preservation through the provisions of Chapter 120 of the Code.
2. Development sites are required to preserve or plant trees to meet 10-year Tree Canopy requirements of Chapter 122 of the Code, or to meet related provisions of Chapters 101, ~~104, and~~ 112, and 124.1 of the Code.
3. Development sites are required to preserve or plant trees and/or other plant materials and landscape features in order to comply with Parking Lot Landscaping or Transitional Screening and Barrier Requirements of Section 5108 of the Zoning Ordinance; or to comply with tree or landscaping requirements of proffered conditions; development plans, conceptual/final

development plans, PRC plans, special permits, special exceptions or variance approvals.

4. Development sites are required to restore forested areas within an Resource Protection Area as required by Chapter 118 of the Code and as further defined by § 12-0316.4.
5. Development sites are required to replant trees or vegetation in accordance with the provisions of § 12-0316; or, are required to address violations issued for land disturbing activity involving the removal of trees without an approved plan in accordance with Chapter ~~104~~ 124.1 of the Code and as further defined by § 12-0316.5.

12-0300.4 Tree Conservation Plans must be submitted as part of all grading plans for Building Permits on existing lots that are not within a subdivision currently bonded with the County and parcels with lots of 5 acres or more as required by ~~Chapter 104 (Erosion and Sedimentation Control)~~ Chapter 124.1 (Erosion and Stormwater Management Ordinance) of the Code.

12-0309 Tree Preservation Plan and Narrative

12-0309.1 Except as modified by § 12-0303, any Tree Conservation Plan that uses tree preservation to satisfy 10-year Tree Canopy requirements of Chapter 122 of the Code; to satisfy erosion and sedimentation control purposes relating to ~~104~~ 124.1 of the Code, or to satisfy proffered conditions, development plans, conceptual/final development plans, PRC plans, special permits, special exceptions, or variance approvals must provide a tree preservation plan and narrative as part of the Tree Conservation Plan as follows.

12-0316 Requirements and Specifications for Replacement Trees and/or Vegetation

12-0316.5 Land disturbing activity without an approved plan.

A. When a violation is issued for land disturbing activity involving the removal of trees without an approved plan in accordance with Chapter ~~104~~ 124.1 of the Code, a Tree Conservation Plan must be submitted to the County within the time frame established on the violation. The Tree Conservation Plan must show all site features as they existed before the violation and the site features as they are proposed to appear, in the same manner as if a violation had not occurred. The Tree Conservation Plan must provide a date for completion of all items shown on the plan.

Update References and Incorporate Stacked Townhouses to Align PFM with Zoning Ordinance
pages 31-35

2-0203.2 An approved subdivision plan or an approved site plan for ~~townhouses~~ single-family attached homes constitutes a sufficient basis for the issuance of a clearing and grading permit for the particular project within the clearing and grading limits and for that grading specified in the plan (see § 2-0700).

2-0502.1 The Agreement. The agreement is a legal, binding contract between the developer and the County that specifies the manner and the date by which the physical site improvements, as shown on the approved plans, must be completed.

A. Agreements for Residential Developments. An agreement, supported by a bond or other security, is required on all projects and obligates the developer to construct the required improvements shown on the approved subdivision plans or site plans for single-family attached and stacked townhouse, condominium, and apartment developments, within the specified time limit.

6-0303.2 Detention and BMP facilities located in industrial, commercial, institutional, apartment developments and rental single-family attached and rental stacked townhouses must be maintained by the property owner, and a Private Maintenance Agreement must be executed before the construction plan is approved. Access provisions must be considered for the continued operation and maintenance of these facilities.

Table 6.3 Use and Location of BMPs (√ denotes allowed)

BMP	Non-residential	Multi-family and mixed-use	Single-family attached and detached ~~R~~residential subdivision lots[1, 2]	Stacked townhouse	Outlots in residential subdivisions	Nonbonded subdivision lots[2,3]	VDOT right-of-way[4]
Simple Rooftop Disconnection[5] (§ 6-1311)					N/A		N/A
Rooftop Disconnection to	√	√		√	√	6	N/A

Table 6.3 Use and Location of BMPs (√ denotes allowed)							
BMP	Non-residential	Multi-family and mixed-use	Single-family attached and detached ~~R~~residential subdivision lots[1, 2]	Stacked townhouse	Outlots in residential subdivisions	Nonbonded subdivision lots[2,3]	VDOT right-of-way[4]
Alternative Practice[6] (§ 6-1311)							
Sheet Flow to Vegetated Filter or Conserved Open Space (§ 6-1312)	√	√		√	√	√	N/A
Soil Compost Amendment (§ 6-1313)	√	√	1, 2	√	√	√	N/A
Reforestation (§ 6-1310)	√	√	1	√	√	√	N/A
Vegetated Roof (§ 6-1309)	√	√			N/A		N/A
Rainwater Harvesting (§ 6-1314)	√	√					N/A
Permeable Pavement (§ 6-1304)	√	√	2	√	N/A		
Infiltration Practices (§ 6-1303)	√	√	1	√	√	√	
Bioretention (§ 6-1307)	√	√	1	√	√	√	√
Vegetated Swales (§ 6-1308)	√	√	1	√	√	√	√
Wet Swale (linear wetland) (§ 6-1315)	√	√		√	√		√
Filtering Practice (§ 6-1316)	√	√		√	√		√
Constructed Wetland (§ 6-1317)	√	√		√	√		

Table 6.3 Use and Location of BMPs (√ denotes allowed)							
BMP	Non-residential	Multi-family and mixed-use	Single-family attached and detached ~~R~~residential subdivision lots[1, 2]	Stacked townhouse	Outlots in residential subdivisions	Nonbonded subdivision lots[2,3]	VDOT right-of-way[4]
Wet Pond (§ 6-1318)	√	√		√	√		
Extended Detention Pond (§ 6-1319)	√	√		√	√		
Manufactured (Proprietary) BMP (§ 6-1320)	√	√		√	√		√

1. The Director may approve the use of these BMPs on lots in residential subdivisions of no more than seven lots; however approval by the Board of Supervisors is required for use of such BMPs on lots in residential subdivisions of no more than seven lots in conjunction with the approval of a rezoning, proffered condition amendment, special exception, or special exception amendment.
2. Soil compost amendments and pervious pavement used on residential subdivision lots may be treated as forest/open space and managed turf respectively in the runoff reduction calculation. However, a loss of 30% of the treated area over time is assumed for soil compost amendments and 50% of the pervious pavement to compensate for future conversions or disturbance of the area.
3. Nonbonded subdivision lots include five-acre lots that are not subject to subdivision control.
4. Use of the indicated practices is subject to approval by VDOT.
5. Simple rooftop disconnection is allowed with Director approval on a case-by-case basis.
6. Water from downspouts may be directed to other BMP practices and use/location would be determined by the type of alternative practice.

6-1108.4 Single-Family Attached and Stacked Townhouse Downspout Discharges – Any downspout discharging onto yards (particularly on rear yards) which consist of filled ground, where the runoff will flow over a fill grade of 15 percent or greater within 30 feet of the pipe discharge location, must have the downspout picked up by an underdrain and carried out to the toe of the fill slope to natural ground.

6-1309.2 Feasibility and Limitations.

A. Vegetated roofs may be used on non-residential buildings (commercial, industrial, and institutional uses), parking structures, multi-family residential buildings including condominiums and apartments, and mixed-use buildings with a residential component.

B. Vegetated roofs may not be used on single-family detached, ~~or~~ attached, or stacked townhouse units for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Stormwater Management Ordinance.

6-1314.2 Feasibility and Limitations.

A. Rainwater harvesting may be used for commercial, industrial, or multi-family residential uses to supply all or a portion of non-potable water demand.

B. Non-potable uses may include, but are not limited to, water closets, urinals, irrigation, mechanical equipment and hose connections to perform operations, such as vehicle washing and lawn maintenance. Other applications may be used as approved by the Director.

C. Rainwater harvesting systems may not be located in single-family attached, ~~or~~ detached, or stacked townhouse residential developments for the purpose of satisfying the detention, water quantity, or water quality control (BMP) requirements of the Stormwater Management Ordinance.

6-1319.3 Maintenance.

A. Extended detention ponds located in residentially zoned areas, including condominium developments, must be within County storm drainage easements, and must be maintained by DPWES. Extended detention ponds located in industrial, commercial, institutional, apartment developments, ~~and~~or rental single-family attached or rental stacked townhouses must be maintained by the property owner, and a Private Maintenance Agreement must be executed before the construction plan is approved.

7-0303.4 All two-way commercial entrances from public streets, including entrances to single-family attached, stacked townhouse, or multi-family dwelling developments and private streets, must be a minimum of 30-feet wide at the back of the entrance return.

9-0102.2 All water mains, their sizes, valves and fire hydrants, and their relationship to gas lines must be shown as indicated below:

A. In subdivision streets, the water main should be located 8 feet north or east of the street centerline, and the gas main should be located 8 feet south or west of the centerline.

B. On loop streets, the water main should be located 8 feet north or east of the predominate centerline of the street. The gas main should be located 8 feet south or west of the predominate centerline of the street. The water and gas mains should then continue on the same side of the centerline as determined above for their entire length of the streets.

C. Due to space restrictions of most single-family attached and stacked townhouse streets, it is not feasible to specify the side of the street on which the water line should be located. Developers of townhouse sites must confer with the public water supply agency and the appropriate natural gas supply agency for satisfactory utility locations.

D. Service connections must be stubbed to the property line before the street paving section is constructed.

Table 9.1 Fire Hydrant Maximum Coverage Distance

Building Type	Maximum Distance (ft.)
Industrial buildings and warehouses	250
Schools, day care centers	300
Offices, commercial, church, hospitals, nursing homes	350
Apartments, multi-family dwellings, single-family attached dwellings, and stacked townhouses dwellings	350
Detached Single family dwellings	500

10-0104.5 Building Laterals

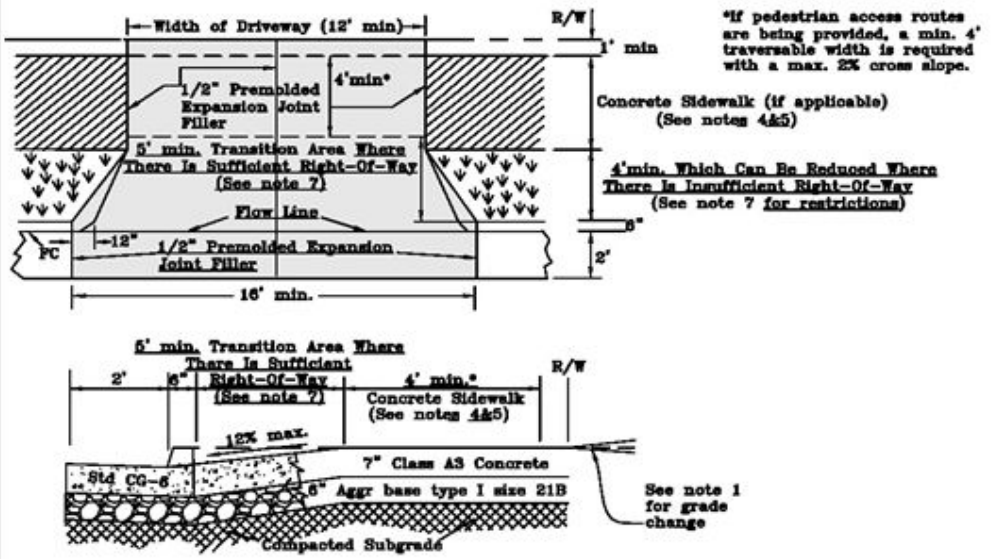
A. In subdivisions where the sanitary street sewer mains are being installed by the developer, the developer also must install a lateral or extension from the sanitary sewer main to a minimum of 20 feet beyond the property line or within 5 feet of the minimum yard requirement, whichever distance is less, for s~~S~~ingle-f~~F~~amily d~~D~~etached lots, and to a minimum of 5 feet beyond the property line or sanitary sewer easement, whichever distance is greater, for s~~S~~ingle-f~~F~~amily attached and stacked t~~T~~ownhouse lots in accordance with Plates 18-10 and 19-10. This extension is to receive the building sewer for each lot.

1. Such extensions must be shown on the sewer plans submitted to and approved by the Director and the extension must be installed in the exact location as shown on the plan.

Update Driveway Entrance Detail (DE-1) to Align PFM with VDOT Standards

page 36

FAIRFAX COUNTY PUBLIC FACILITIES MANUAL



NOTES

1. Lot grading plans must provide for adequate vehicular clearance for driveway approach, departure and breakover transitions in accordance with the current VDOT Standards. Driveway profiles are required where steep grades prevail.

2. All materials and construction of these designs in a R/W to be maintained by VDOT must be in accordance with the current VDOT Road and Bridge Specifications and Standards.

3. This entrance may be used in roads that have an ADT of up to 5,499.

4. Sidewalk must be provided in accordance with Section 8-0100 et. seq. of the Public Facilities Manual and must meet the standards set forth in the VDOT Road Design Manual. Sidewalk cross slope, including passing areas (full 5-foot width) and driveway crossing (min. 4-foot width), must not exceed 2%.

5. Distances between features, and distance between features and right of way line must be in accordance with the current VDOT Standards, unless otherwise shown.

6. This driveway entrance is for single family detached homes along existing streets and is subject to VDOT approval. It is not to be used in new subdivisions.

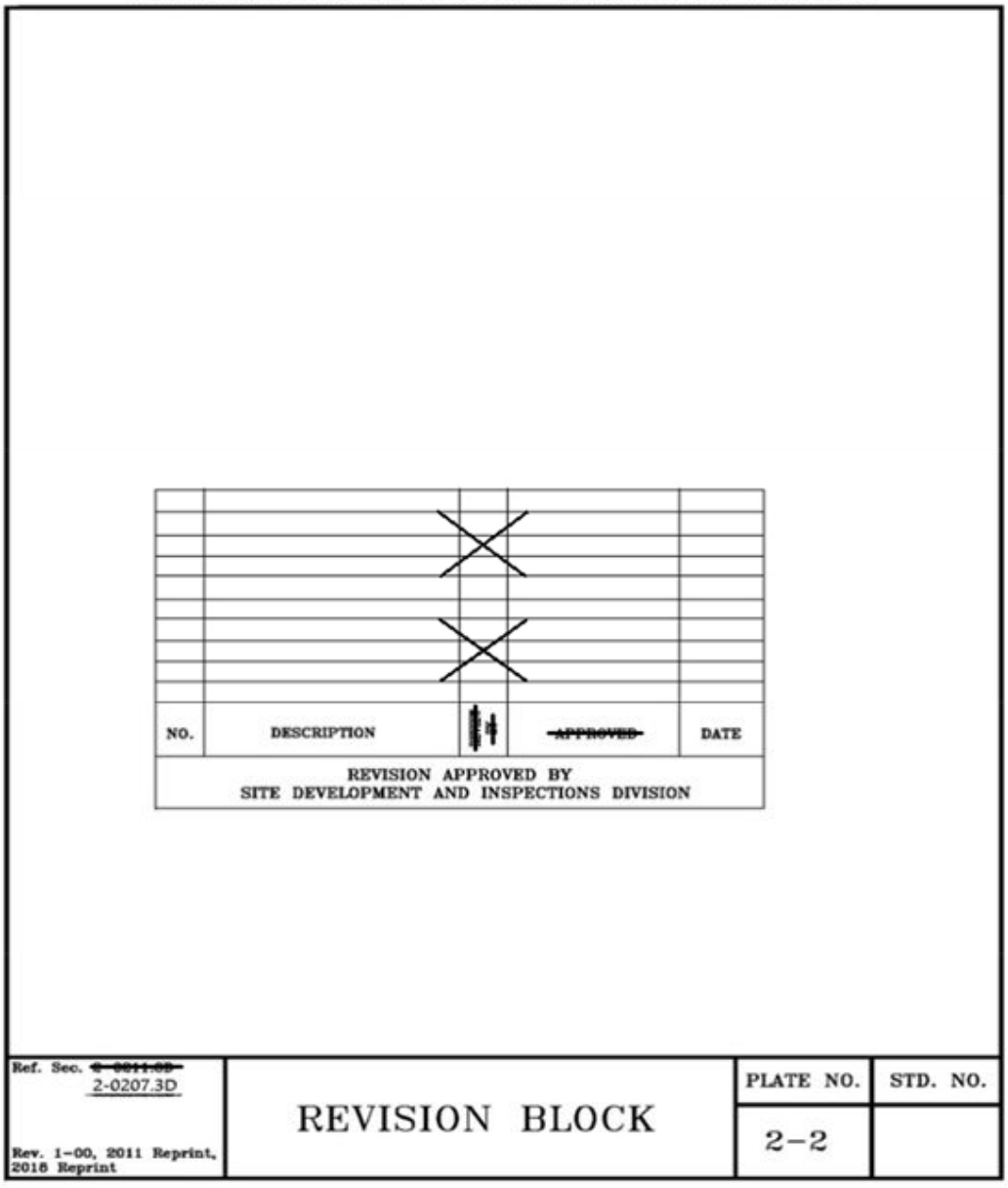
7. In cases where a sidewalk is required, the adjacent sidewalk grade may need to be modified in order to meet the 12% driveway maximum grade. The reconstructed sidewalk grade, width and alignment must meet VDOT requirements for sidewalks including accessibility. This must include positive drainage of the utility strip area in locations where the sidewalk grade is modified. Any slope or alignment modified from the standard must be noted on the plans.

Ref. Sec. 7-0403 Rev. 10-20	RESIDENTIAL DRIVEWAY ENTRANCE	PLATE NO.	STD. NO.
		20-7	DE-1

Updates to Codify Current Processes
page 37-38

Amend Plate 2-2 (Revision Block), to read as follows:

FAIRFAX COUNTY PUBLIC FACILITIES MANUAL



9-0201.3 Fire Protection Modification Procedures

A. The following information is to be provided when requesting a modification of any fire protection requirement of the PFM. Please follow the requirements of the code modification process.

B. All requests must be submitted ~~and addressed to the Fire Marshal's Office,~~ to LDS, and include the following:

1. A plan or sketch showing the proposed location of all improvements on the site and the type of construction involved.

2. The address, tax map reference number and the proposed use of the property.

3. The current zoning classification of the property and if recently rezoned, the rezoning number and the date of approval by the Board. Copies of any required special exception or special permit with date of approval.

4. The specific item requested to be modified.

5. The length of time for which the modification is requested.

6. Any proposed alternate form of fire protection.

7. The name, address and telephone number of the person making the request.

8. The County assigned number for site and subdivision plans and modification requests associated with the property.

6-1111 Sump Pump Discharge

6-1111.1 For single-family detached dwellings, sump pumps may not discharge closer than 10 feet to any property line measured in the direction of flow. The sump pump discharge should not create a safety hazard or a nuisance, such as soil erosion or ponding. Designers must show the location of the sump pump discharge on the associated grading plan.

Board Agenda Item
February 17, 2026

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing on the Proposed Sale of Sewer Revenue Bonds, Series 2026A and Sewer Revenue Refunding Bonds, Series 2026B

ISSUE:
Board authorization is needed to advertise a public hearing on the proposed sale of Sewer Revenue Bonds, Series 2026A in an estimated maximum amount of $250,000,000 during the week of April 27, 2026. The bond proceeds will be used to fund a portion of the County's share of construction costs for Capital Improvement Programs (CIP) at the following Wastewater Treatment Plants (WTPs):

1. Noman M. Cole, Jr. Water Recycling Facility (NCWRF)
2. The DC Water Blue Plains Advanced WTP
3. Alexandria Renew Enterprises (ARE) WTP
4. Arlington County's WTP
5. Loudoun Water's Broad Run WTP
6. Upper Occoquan Service Authority

Proceeds from this bond Series will also be used for upgrades to meet current environmental regulations, renovations, sewer reimbursement program and replacements of aging System infrastructure, and to purchase additional treatment capacity if needed by the Integrated Sewer System (System). The proceeds from the Sewer Revenue Refunding Bonds Series 2026B may be used to refund a portion of outstanding sewer revenue bonds pending market conditions at the time of the bond sale.

Per the Code of Virginia, the County must advertise and hold a public hearing before authorizing the issuance of the Series 2026A bonds. Virginia law does not require advertisement of a public hearing prior to issuance of refunding bonds, however, because both Series of Bonds will be part of one deal, and for administrative efficiency, staff recommend including the Series 2026B refunding bonds as part of the proposed public hearing.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish an advertisement for a public hearing on the proposed sale of Sewer Revenue Bonds Series 2026A and Sewer Revenue Refunding Bonds Series 2026B to be held on March 17, 2026, at 4:00 p.m.

Board Agenda Item
February 17, 2026

TIMING:
Board approval is requested on February 17, 2026, to provide sufficient time to advertise the proposed Public Hearing on March 17, 2026, at 4:00 p.m.

BACKGROUND:
Sewer Revenue Bonds Series 2026 A – $250 million (new money)
County staff are recommending the Sewer Fund pursue the Series 2026A bond sale to finance up to $250 million of capital projects. Bond proceeds will support the County's share of capital improvement projects at regional WTPs that provide wastewater capacity to meet the needs of the County's System. Project funding requirements are driven by environmental regulations as mandated by the Commonwealth of Virginia, Department of Environmental Quality, and renovation and replacement of aging infrastructure. These WTPs include the County's Noman M. Cole, Jr. Water Recycling Facility, the DC Water Blue Plains Advanced Wastewater Treatment Plant, Alexandria Renew Enterprises WTP, Arlington County's WTP, Upper Occoquan Service Authority, and Loudoun Water's Broad Run WTP.

Sewer Revenue Refunding Bonds Series 2026B - $105.2 million (refinancing)
In addition, County staff and its Financial Advisor are monitoring opportunities to refund existing sewer revenue bonds for savings. Under current market conditions, the County anticipates refunding the outstanding debt on the Series 2014 Bonds and Series 2016 Bonds.

EQUITY IMPACT:
This Board action has no adverse equity impact. The sewer rates are a significant part of the County's award-winning Wastewater Management Program which protects public health and the environment. They are also the primary revenue source for repayment of the proposed sewer revenue bonds to be sold, and current as well as future estimated rates are included in the annual County budget documents. Untreated wastewater causes diseases to proliferate, including hepatitis, tetanus, typhoid, cholera, enterovirus, and others, that thrive in untreated human sewage. Untreated wastewater also ruins water quality and kills aquatic life.

The Department of Public Works and Environmental Services (DPWES) administers an integrated sewer system, with fees dedicated to capital improvements County-wide, regardless of the amount of fees contributed. Fairfax County also surpasses the Environmental Protection Agency (EPA) national average for good control of its sewer system by controlling sanitary sewer overflows with aggressive cleaning of sewers Countywide.

The Fairfax County Wastewater Management Program also ensures proper conveyance and treatment of sewage away from 91 percent of households with high vulnerability index ratings, and 100 percent of households with a vulnerability index greater than 4. The Sewer Service area map (Attachment 2) shows the Fairfax County Approved Sewer Service Area (ASSA) in comparison to the vulnerability index scores.

Vulnerability Index	Number of Households in ASSA	Number of Households Not in ASSA	% IN	% OUT
0-1	1,501	181	89%	11%
1-2	133,782	21,021	86%	14%
2-3	133,687	5,299	96%	4%
3-4	34,169	4,684	88%	12%
4-5	2,037	-	100%	0%
	305,176	31,185	91%	9%

The sewer rates are structured to be equivalent across all customers of the County. The quarterly sewer bills have two components, a Sewer Service (or volumetric) Charge and Base Charge. The volumetric charge is based on the amount of water consumed by a customer, providing customers with the ability to reduce the amount of water they use and thereby reduce the amount they are charged. In addition, the volumetric charge for residential units is capped at the volume of water used during winter quarter months or the actual use, whichever is less. So, residential customers are not charged a wastewater fee for water used outside of the house (e.g., for landscape irrigation, washing cars) during warmer months. Commercial customers are charged based on all the water consumed. However, commercial customers may install a “deduct water meter” to measure and subtract from the total water consumed the amount of water that does not enter the sewer system.

The County’s sewer charge is well below the EPA’s Financial Capability Assessment Guidance. One common measure of rate affordability is to evaluate the typical residential bill (annualized) relative to the annual median household income (“MHI”) within the service area. Industry standards consider a wastewater bill at 1 percent or lower than the MHI as a low potential economic impact on residents. The proposed residential wastewater charges for the County for 2027 would be 0.6 percent of MHI, well below the lowest industry threshold.

The sewer rate equity impact is further addressed by the County-wide programs that assist low-income households and those living in vulnerable communities and Fairfax Water’s policy for providing water service. Fairfax Water bills ratepayers on behalf of the DPWES wastewater management program. Customers who do not pay their water bills on time receive a grace period to come into compliance. Fairfax Water directs

customers to the following assistance options, provided in multiple languages:

- Set up a Payment Plan. Customers may establish a payment plan with Fairfax Water.
- Request payment assistance through local community organizations that may assist with utility bill payment.
- Refers customers to:
    - Fairfax County Department of Family Services - 703.324.7450
    - Fairfax Department of Housing - 703.324.8122
    - Fairfax County Coordinated Services Planning - 703.222.0880

When Fairfax Water refers the nonpaying community to Coordinated Services Planning, community members can rely on several County-wide programs. Ratepayers who are struggling to pay their water and sewer bills are typically experiencing other hardships, and several County departments focus on providing a holistic solution to improve the food and water security for vulnerable households through the Community Consolidated Funding Pool and Coordinated Services Planning:

- Offers 17 languages on staff.
- Provides a CAREVAN, which targets areas of food insecurity, and Title I schools to provide food pantry availability.
- Coordinated Services Planning (CSP) does outreach to the community as part of a program. They have a long-standing relationship with the community and the partners in the community.
- The Community Provider Strategy Team (CPST) represents a collaborative network of community/County health and human services providers representative of the County's diversity. The CPST strategically works to increase a collective capacity to serve and meet urgent and ongoing basic needs in the Fairfax County community.

In addition, the Department of Neighborhood and Community Services (NCS) operate community centers throughout the County that can assist ratepayers. The Department of Housing and Community Development provides Section 8 housing and administers a Home Improvement Loan Program.

Under current state law, DPWES is not empowered to establish a sewer fee to assist low-income and vulnerable households. As a County in the Commonwealth of Virginia, Fairfax County is subject to the Dillon Rule and can only establish programs and ordinances expressly empowered by Virginia. As a result, the best improvement currently available is for DPWES to perform outreach by contributing wastewater ratepayer information to the NCS and CPST outreach programs.

Board Agenda Item
February 17, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Sewer Bond Sale Advertisement
Attachment 2 – Figure 1 Sewer Service Area in Vulnerable Communities

STAFF:
Jennifer Miller, Deputy County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Stormwater and Wastewater Division, DPWES
William Barrack, Director, Wastewater Planning and Monitoring Division, DPWES
Yin Jia, Financial Manager, Wastewater Management, DPWES
Philip A. Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

Attachment 1

FAIRFAX COUNTY NOTICE OF A PUBLIC HEARING ON THE SALE OF SEWER REVENUE BONDS SERIES 2026A and Series 2026B

NOTICE is hereby given that the Fairfax County Board of Supervisors will hold a **PUBLIC HEARING** in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on:

Tuesday
March 17, 2026
Commencing at 4:00 p.m.

on the matter of the sale of Sewer Revenue Bonds Series 2026A and 2026B.

The proceeds of the sale of the Series 2026A Sewer Revenue Bonds will primarily be used to support capital improvement projects at certain Wastewater Treatment Plants that provide wastewater capacity to the Integrated Sewer System (System). The bond proceeds can also be used for additional capital needs of the System.

The bond sale is expected to occur the week of April 27, 2026. It is estimated that the Series 2026A Resolution will include a maximum bond amount of $250,000,000 to fund project costs. In addition to the project costs, the Series 2026A bonds will finance the costs of issuing the bonds. The proceeds of the Series 2026B Bonds will be used to (i) refund certain of the outstanding sewer revenue bonds issued by the County and (ii) pay the costs of issuing the 2026B Bonds.

The Fairfax County Board of Supervisors' meeting is available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Please contact the Office of the Clerk to the Board at (703) 324-3151 or ClerktotheBOS@fairfaxcounty.gov, or review on-line at www.fairfaxcounty.gov/boardofsupervisors/2026-board-meetings at least one week prior to the meeting for additional information on the status of the meeting (in person or electronic). All persons wishing to present their views on these subjects may call the Office of the Clerk for the Board at 703-324-3151 or register online at www.fairfaxcounty.gov/clerkservices/ to be placed on the Speakers List and may appear and be heard via telephone or pre-recorded video. Deadlines by type of testimony are on the website. If the Board is meeting in person at the Government Center, speakers may also attend and testify in person. In addition, written testimony and other submissions will be received at 12000 Government Center Parkway, Suite 552, Fairfax, 22035 and ClerktotheBOS@fairfaxcounty.gov. As required by law, copies of the full text of proposed ordinances, plans and amendments, as applicable, as well as information concerning the documentation for any proposed fee, levy, or increase, are on file and may be examined at the Office of the Clerk to the Board of Supervisors, Suite 552 of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia. For the convenience of the public, copies may also be distributed to the County's Regional and Community Public Libraries.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the ADA representative in the Clerk's Office, 703-324-3151, TTY: 703-324-3903, as soon as possible but no later than 48 hours before the scheduled event.

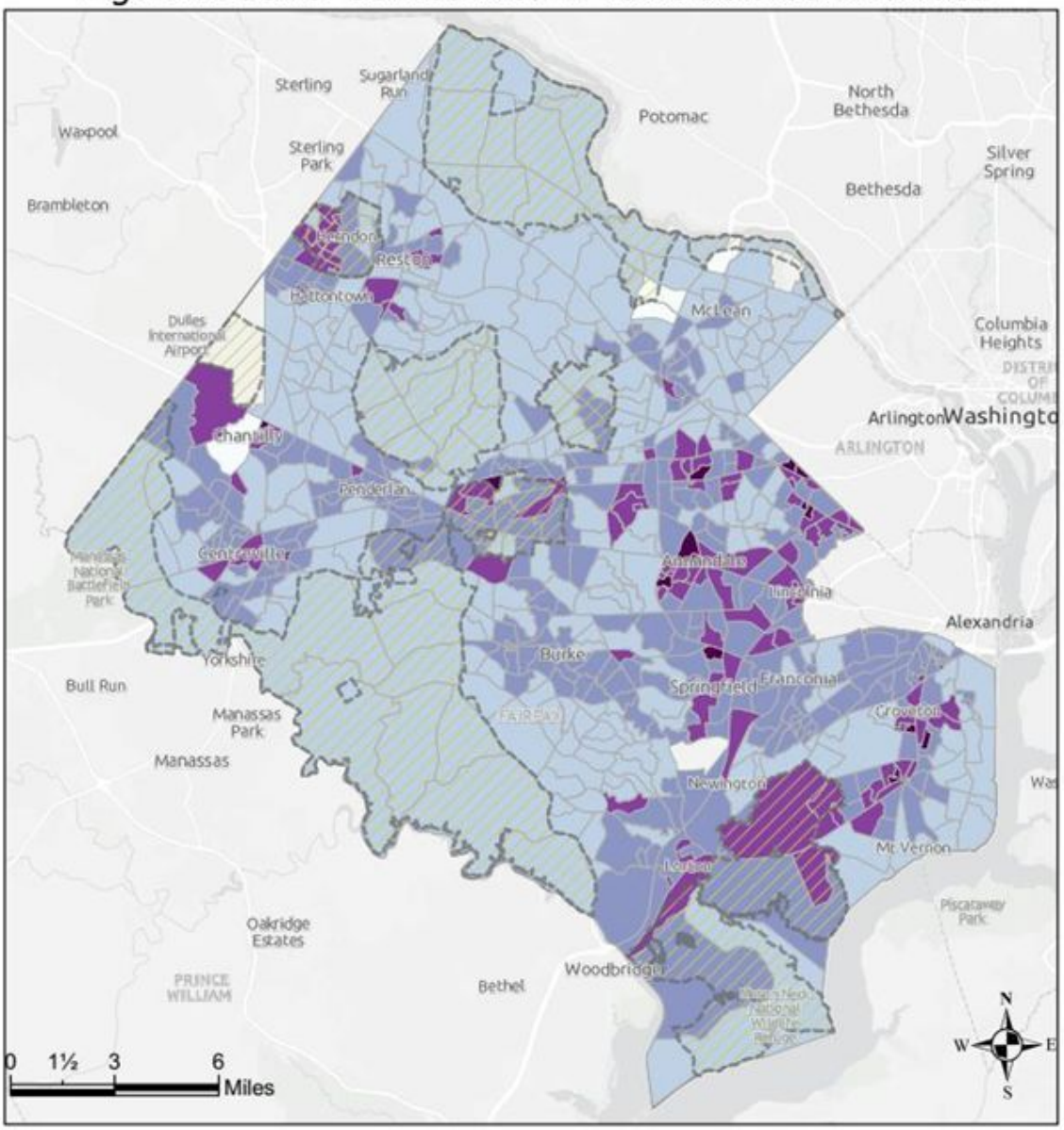
GIVEN under my hand this ____ day of February 2026.

_____

Chief Deputy Clerk for the Board of Supervisors

Ad Run Dates: February 24 and March 3

Figure 1. Sewer Service Area in Vulnerable Communities



Legend

Outside ASSA

Vulnerability Index	# of households inside the ASSA	# of households outside of the ASSA	Total # of households
0 - 1	1,501	181	1,682
1 - 2	133,782	21,021	154,803
2 - 3	133,687	5,299	138,986
3 - 4	34,169	4,684	38,853
4 - 5	2,037	0	2,037
Total	305,176	31,185	336,361

Date: 3/3/2023

Board Agenda Item
February 17, 2026

ADMINISTRATIVE – 3

Authorization to Advertise a Public Hearing to Sell a Portion of County-Owned Property at 3721 Stonecroft Boulevard to SCG Global Holdings, L.L.C. (Sully District)

ISSUE:
Authorization to advertise a public hearing to sell a portion of County-owned property, located at 3721 Stonecroft Boulevard to SCG Global Holdings, L.L.C. (SCG).

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement for a public hearing to be held on March 17, 2026, at 4:00 p.m.

TIMING:
Board approval is requested on February 17, 2026, to provide sufficient time to advertise the proposed public hearing on March 17, 2026, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of the property located at 3721 Stonecroft Boulevard, in Chantilly, Tax Map 0341 01 0005 (the Property). The Property is approximately 128 acres and houses the Fairfax County Police Department's Driver Training track, Emergency Vehicle Operations Center (EVOC), Firearms Training Center, Rifle Range, and K-9 Training facilities. Additionally, a new Criminal Justice Academy (CJA) building is planned to be built on the Property, co-located with the existing uses. The Criminal Justice Academy project is included in the FY 2026-FY 2030 Adopted Capital Improvement Program (With Future Fiscal Years to 2035).

In Spring 2025, the County received an offer from SCG, a private developer, to purchase a portion (approximately 41.7 acres) of the Property for the potential development of a data center. The Stonecroft site is in an established industrial corridor surrounded by office buildings and the Steven F. Udvar-Hazy Center, with other data centers in the vicinity. *Virginia Code Ann. Sec. 15.2-1800* generally requires a locality to hold a public hearing before it may sell its real property. The public hearing is scheduled for March 17, 2026, during which residents will have the opportunity to share their input before the Board of Supervisors makes a decision on the Purchase and Sale

Agreement (PSA). If, after the public hearing, the sale is approved, the County and SCG will enter into a PSA. The PSA will be made available for review prior to the public hearing. Board action is required to approve the advertisement for the public hearing to provide sufficient notice to residents. The proposed uses for the purchased portion of the property and the County-retained portion of the property will each be subject to and undergo a regulatory review process required for development.

EQUITY IMPACT:
Diversification of revenue sources would benefit the services provided by the County. In addition, a modernized training campus will enhance the services provided by the Police Department by improving the quality of training for new recruits and in-service officers.

FISCAL IMPACT:
The purchase price is $4 million per acre for approximately 41.7 acres of the Property, for a total of $166.8 million. The current Capital Improvement Program includes $88 million in funding for the new CJA and the addition of the $166.8 million in proceeds from the land sale will fund the entire new police training campus that is modern and operationally efficient. The redesigned campus will replace the existing Driver Training Track, Firearms Training Center, and Rifle Range, thus reducing long-term maintenance costs and improving training conditions for recruits and in-service officers. In addition, the anticipated data center will generate new tax revenue to support the County's General Fund.

ENCLOSED DOCUMENTS:
Attachment 1- Location Map – 3721 Stonecroft Boulevard, Chantilly, VA 20151

STAFF:
Jennifer Miller, Deputy County Executive
Thomas Arnold, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services, (DPWES)
Tiya Raju, Deputy Director, Capital Facilities (CAP), DPWES
Vrushali Oak, Director, Building Design and Construction Division, CAP, DPWES

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney
Susan Timoner, Assistant County Attorney

Attachment 1

Location Map – 3721 Stonecroft Boulevard, Chantilly, VA 20151 (Tax Map # 0341 01 0005)





Board Agenda Item
February 17, 2026

ADMINISTRATIVE – 4

Authorization for the Fairfax County Department of Transportation to Apply for Grant Funding from the United States Department of Transportation's FY 2026 Better Utilizing Investments to Leverage Development Grant Program (Braddock District)

ISSUE:
Board of Supervisors' (Board) authorization is requested for the Fairfax County Department of Transportation (FCDOT) to apply for $30 million in federal grant funding from the United States Department of Transportation's (USDOT) FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program for the Braddock Road Multimodal Improvements Phase 2 Project (Project). There is a local match requirement of $5 million required with the BUILD grant, which would bring the total funding for the project to $35 million. It is anticipated that the local match will be met using a combination of Northern Virginia Transportation Authority (NVTA) Local and/or Regional funds (NVTA 30 percent and/or NVTA 70 percent).

If the County is awarded funding for the Project, another Board Item will be submitted to formally accept the award. Board approval is also requested for a Project Endorsement Resolution, shown in substantial form in Attachment 1.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize FCDOT to apply for $30 million in grant funding from the USDOT's BUILD Grant Program for the Project. There is a local match requirement of $5 million that will be met using a combination of NVTA 30 percent and/or 70 percent funds, which would bring the total funding for the project to $35 million. The County Executive also recommends that the Board of Supervisors adopt the Project Endorsement Resolution, in substantial form, as shown in Attachment 1.

TIMING:
Board approval is requested on February 17, 2026, due to a grant application deadline of February 24, 2026.

BACKGROUND:
The USDOT has published a Notice of Funding Opportunity (NOFO) for at least $1.5 billion in grant funding for the FY 2026 BUILD Grant Program. The program helps communities around the country carry out projects with significant local or regional

impact. The BUILD grant is a successor to the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant Programs. The FY 2026 BUILD grant will fund capital investments in surface transportation that will have a significant local or regional impact. Eligible projects include, but are not limited to:

- Highway, bridge, or other road projects,
- Public transportation projects,
- Passenger and freight rail transportation projects,
- Port infrastructure investments,
- Intermodal projects,
- Transportation facilities on tribal land, and
- Planning and pre-construction activities for any of the above.

BUILD applications will be evaluated based on the following criteria: safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, and innovation. Only projects scoring “Highly Recommended” in six of the eight criteria will advance to the next stage of review.

The FY 2026 Appropriations Act states that FY 2026 BUILD grant funds must be obligated (under agreement) by September 30, 2030, and must be fully expended by September 30, 2035. Grant awards are expected to be announced by Summer 2026.

Given grant requirements, staff recommends applying for funding for the Braddock Road Multimodal Improvements Phase 2 project. This Project has been previously approved by the Board in the Transportation Priorities Plan. The following is a brief description of the project:

- The Braddock Road Multimodal Improvements (Phase 2) project will provide access management improvements and bicycle/pedestrian improvements between Guinea Road and Ravensworth Road based on the multimodal study developed by FCDOT. These improvements will increase capacity, improve bicycle and pedestrian access/safety, and improve access to transit along this section of Braddock Road (Route 620). Braddock Road supports commercial, retail, institutional, commuter, and residential traffic, provides a connection to the I-495 Capital Beltway, and connects Centreville, George Mason University, and Annandale. Braddock Road also provides access to Fairfax Center, the City of Fairfax, and the Town of Vienna (regional activity centers).

EQUITY IMPACT:
This Project will connect communities with an average to high vulnerability index to commercial and recreational activity centers such as George Mason University. T his project includes multimodal improvements that will reduce traffic congestion and add active transportation facilities for pedestrians and cyclists.

The Project has been included in the Board's approved Transportation Priorities Plan (TPP) since January 2014. The Braddock Road project aligns with the One Fairfax policy promoting a multi-modal transportation system that supports economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health. As such, this project has the potential to advance equity.

FISCAL IMPACT:
Grant funding from the USDOT's BUILD Grant Program in the amount of $30 million is being requested for the Project. The local match requirement of $5 million will be met using a combination of NVTA 30 percent and/or 70 percent funds.

The current project estimate is $97.8 million, and to date, the County has secured $27.3 million through NVTA's Six Year Program. The $70.5 million shortfall will be funded from this $30 million grant request (if funding is awarded), and the remaining $40.5 million through future federal, regional, or state funding grant opportunities. No new General Fund resources are required. The BUILD grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:
There are no new grant positions associated with the application.

ENCLOSED DOCUMENTS:
Attachment 1 – Project Endorsement Resolution for FY2026 United States Department of Transportation BUILD Grant Program Application

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STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Brent Riddle, Chief, Coordination Section, FCDOT
Jennifer Rosales, Financial Specialist, Funding Section, FCDOT
Ray Johnson, Transportation Planner, Funding Section, FCDOT

Attachment 1

RESOLUTION

PROJECT ENDORSEMENT RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, February 17, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Fairfax County desires to apply for funding consideration in the amount of $30,000,000 through the United States Department of Transportation's FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby endorses and approves a submission to the United States Department of Transportation's FY 2026 BUILD Grant Program for $35,000,000 in funding (which includes the required $5,000,000 local match) for the Braddock Road Multimodal Improvements Phase 2 project.

ADOPTED this 17th day of February 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
February 17, 2026

ADMINISTRATIVE – 5

Authorization for the Fairfax County Department of Transportation to Apply for and Accept Grant Funding from the Virginia Department of Rail and Public Transportation's Transit Ridership Incentive Program

ISSUE:
Board of Supervisors' (Board) authorization is requested for the Fairfax County Department of Transportation (FCDOT) to apply for and accept grant funding, if received, from the Virginia Department of Rail and Public Transportation's (DRPT) Transit Ridership Incentive Program (TRIP) in an amount of $1,040,000, including $598,000 in local cash match. The local cash match requirement of $598,000 will be met with funds available in Fund 40000, County Transit Systems. Funding will be used to support a systemwide zero-fare program for eligible low-income Fairfax Connector riders. TRIP is a four-year grant award with funding totaling $260,000 each year; however, the cost share between DRPT and the County shifts each year, with a requirement for year four to be fully funded by the County. The table below summarizes funding for each year of the award.

Grant Year	Grant Funding		Local Cast Match		Total Funding
Year 1	$208,000	80%	$52,000	20%	$260,000
Year 2	$156,000	60%	$104,000	40%	$260,000
Year 3	$78,000	30%	$182,000	70%	$260,000
Year 4	$0	0%	$260,000	100%	$260,000
Total	**$442,000**		**$598,000**		**$1,040,000**

Board authorization is also requested for the Director of FCDOT, or designee, to enter into the grant agreement, and any related agreements, on behalf of the County. Board approval is also requested for a Project Endorsement Resolution, shown in substantial form in Attachment 1.

RECOMMENDATION:
The County Executive recommends that the Board authorize FCDOT to apply for and accept $1,040,000 in TRIP grant funding, if received, from DRPT. There is a local match requirement of $598,000 that will be met using funds from Fund 40000, County Transit Systems. The County Executive also recommends that the Board authorize the Director of FCDOT, or designee, to enter into the grant agreement, and any related agreements, on behalf of the County. The County Executive also recommends that the

Board Agenda Item
February 17, 2026

Board adopt the Project Endorsement Resolution, in substantial form, as shown in Attachment 1.

TIMING:
Board approval is requested on February 17, 2026. Due to the application deadline of February 2, 2026, the application was submitted pending Board approval. If the Board does not approve this request, the application will be immediately withdrawn. The Board was also notified via e-mail on January 20, 2026, of FCDOT's intent to apply for this grant prior to the application due date.

BACKGROUND:
The Transit Ridership Incentive Program (TRIP) was established by the Virginia General Assembly in 2020 and expanded in 2023 to provide funding to transit agencies and governing bodies to implement projects that increase ridership and improve access to transit services. Eligible projects fall within four categories: Zero and Reduced Fare, Regional Connectivity, Public Safety, and Passenger Amenities. For systemwide zero-fare projects, TRIP provides state funding of up to 80 percent of eligible costs in year one, declining annually to zero percent in year four, with corresponding increases in the required local match.

The Fairfax County Department of Transportation (FCDOT) proposes to apply for TRIP funding to support a systemwide zero-fare program for eligible low-income Fairfax Connector riders. FCDOT anticipates requesting approximately $260,000 annually for three years (FY 2027–FY 2029), for a total request of approximately $780,000. If successful, DRPT requires a fourth year funded by the County.

Fairfax Connector provides essential mobility to County residents, particularly those with limited incomes. The proposed program is intended to mitigate ongoing economic pressures on households, address gaps in assistance programs, and support increased transit ridership while advancing County equity and mobility goals. Data from the County's 2020 Title VI Program indicate that approximately 58 percent of Fairfax Connector riders are from low-income households. FCDOT proposes to expand a previously approved pilot program that provided a 50 percent fare subsidy, which expires July 31, 2026, to a 100 percent fare subsidy for eligible low-income riders.

Future TRIP funding beyond the first year is not guaranteed and is contingent upon demonstrated ridership growth. If TRIP funding does not continue, the program would be funded through future appropriations in Fund 40000, County Transit Systems, subject to Board of Supervisors' affirmation of maintaining this program.

EQUITY IMPACT:
Fairfax Connector serves as a critical mobility option for many households with limited transportation choices, and County data indicate a majority of riders are from low-income households. This Board Item has the potential to advance equity by reducing transportation cost burdens for low-income Fairfax County residents who rely on public transit to access employment, education, healthcare, and other essential services.

The proposed systemwide zero-fare program directly addresses affordability as a barrier to mobility. By eliminating fares for eligible low-income riders, the program supports economic stability, improves access to opportunity, and helps ensure transportation costs do not limit residents' ability to meet daily needs. This action supports equitable mobility outcomes and reinforces the County's commitment to integrating equity considerations into transportation planning and investment decisions.

FISCAL IMPACT:
Grant funding in the amount of $1,040,000, including $598,000 in local cash match, is being requested from DRPT to support a systemwide zero-fare program for eligible low-income Fairfax Connector riders. The required local funding of $598,000 is available in Fund 40000, County Transit Systems. If funding is awarded, formal budget appropriation will be requested at a quarterly review and/or included in the annual budget process once the grant agreement has been fully executed.

CREATION OF NEW POSITIONS:
There are no new grant positions associated with the application.

ENCLOSED DOCUMENTS:
Attachment 1 – Project Endorsement and Agreement Execution Resolution for FY 2027 Virginia Department of Rail and Public Transportation's Transit Ridership Incentive Program Grant Application

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ben Boxer, Chief, Marketing and Communication Section, FCDOT
Ray Johnson, Transportation Planner, Funding Section, FCDOT

Board Agenda Item
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Kala Berry, Communication Specialist, FCDOT
Scott Patchan, Financial Specialist III, Funding Section, FCDOT
Christina Cain, Financial Specialist II, Funding Section, FCDOT

Attachment 1

RESOLUTION

PROJECT ENDORSEMENT AND AGREEMENT EXECUTION RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, February 17, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Fairfax County desires to apply for funding consideration in the amount of $1,040,000 through the Virginia Department of Rail and Public Transportation's Transit Ridership Incentive Program (TRIP).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby endorses and approves a submission to the Virginia Department of Rail and Public Transportation for FY 2027 TRIP funding in the amount of $1,040,000 to implement a systemwide zero-fare program for eligible low-income Fairfax Connector riders.

BE IT FURTHER RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to enter into an agreement, and any related agreements, on behalf of the County of Fairfax, with the Virginia Department of Rail and Public Transportation, for FY 2027 TRIP funding.

ADOPTED this 17th day of February, 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
February 17, 2026

ACTION – 1

Approval of the High Intensity Drug Trafficking Area (HIDTA) State and Local Task Force Agreement Between the Fairfax County Police Department (FCPD) and the United States Department of Justice, Drug Enforcement Administration (DEA) for the HIDTA Task Force Group 1(11)

ISSUE:
Board approval of a Task Force Agreement between the FCPD and the DEA authorizing the assignment of one FCPD detective to the HIDTA Task Force Group 1(11).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Chief of Police to execute the HIDTA State and Local Task Force Agreement between the DEA and the FCPD.

TIMING:
Board action is requested on February 17, 2026.

BACKGROUND:
The Fairfax County Police Department has long maintained a collaborative partnership with federal law enforcement agencies to combat large scale narcotics trafficking in the Washington Metropolitan area. The HIDTA Task Force Group 1 (11) is a specialized multi-agency law enforcement task force operating throughout the greater Washington DC region. Its mission is to disrupt and dismantle major drug trafficking organizations through enforcement actions, interdiction of illicit narcotics, and intelligence gathering.

Under the proposed agreement, FCPD will assign one detective to HIDTA Task Force Group 1 (11). The assigned detective will be deputized as a DEA Task Force Officer, granting federal authority and expanded jurisdiction to support cross-jurisdictional investigations. The DEA will assign three Special Agents to the Task Force and will provide office space, equipment, supplies, travel funding, investigative funding, and reimbursement to FCPD for overtime incurred by the assigned detective while performing task force duties.

This federal partnership and FCPD's ability to conduct seamless investigations across jurisdictional boundaries, including into and out of Fairfax County, and allows for the pursuit of cases through the federal juridical system, where appropriate.

In support of regional efforts to suppress narcotics trafficking and the distribution of dangerous drugs, FCPD seeks to continue it participation as a lead agency within HIDTA Task Force Group 1 (11). The prior HIDTA Task Force Group 1 (11) Memorandum of Understanding was approved by the Board of Supervisors on June 6, 2023. Approval of this agreement will allow continued participation in the task force.

Chief Davis has reviewed the MOU and has made a written finding, in accordance with the Trust Policy, that:

The terms and conditions requiring the potential sharing of confidential and/or personal information contained in the proposed HIDTA Program Funded State and Local Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Fairfax County Police Department are required to fulfill the Fairfax County Police Department's mission and/or obligations, and disclosure of such information is limited to the extent required to fulfill such mission or obligation.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: HIDTA Program Funded State and Local Task Force Agreement Between the United States Department of Justice, Drug Enforcement Administration and the Fairfax County Police Department.

STAFF:
Thomas Arnold, Deputy County Executive
Kevin Davis, Chief of Police, Police Department

ASSIGNED COUNSEL:
Kimbery P. Baucom, Deputy County Attorney

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of January 2026, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fairfax County Police Department ORI# VA0290100 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Washington, DC area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Washington Metropolitan area, the parties hereto agree to the following:

1 The HIDTA Task Force Group 1 (11) will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the Washington, DC area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the District of Columbia.

2 To accomplish the objectives of the HIDTA Task Force Group 1 (11), the parent agency agrees to detail one (1) experienced officer for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.

5 To accomplish the objectives of the HIDTA Task Force Group 1 (11), DEA will assign three (3) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6 During the period of assignment to the HIDTA Task Force Group 1 (11), the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal

money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

_____ Date:_____
Christopher C. Goumenis
Special Agent in Charge

For the Fairfax County Police Department:

_____ Date: _____
Kevin Davis
Chief

Board Agenda Item
February 17, 2026

ACTION – 2

Approval of the Reciprocal Agreement Between The Town of Herndon and The County of Fairfax, Virginia

ISSUE:
Board approval of a Reciprocal Agreement between the Fairfax County Police Department (FCPD) and the Town of Herndon.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Chief of Police to execute the Reciprocal Agreement between the Town of Herndon and the FCPD.

TIMING:
Board action is requested on February 17, 2026.

BACKGROUND:
The Fairfax County Police Department has long maintained a collaborative partnership with the Town of Herndon to combat narcotics. The respective Chiefs of Police mutually shall agree upon the number of narcotics detective(s) to be exchanged. The equipment required under the terms of this Reciprocal Agreement shall be provided by the Fairfax County Police Department. All detectives assigned to the Organized Crime and Narcotics Division must be provided with a vehicle. In cases involving a partner agency for which Fairfax County supplies a rental vehicle, the partner agency agrees to reimbursement for the total costs of the vehicle.

Property seized by the Fairfax County Police Department and the Town of Herndon Police law enforcement personnel in accordance with the asset forfeiture statutes of Virginia, contained in *Chapter 22.1 of Title 19.2, Va. Code Ann. § 19.2-386.1*, et seq., will be shared after a proper court order has been entered, and after all expenses have been paid, in accordance with this agreement.

This Reciprocal Agreement may be terminated at any time by either party hereto by giving thirty (30) days prior written notice of the desire to terminate this Reciprocal Agreement to the respective Chiefs of Police.

Chief Davis has reviewed the MOU and has made a written finding, in accordance with the Trust Policy, that:

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The terms and conditions requiring the potential sharing of confidential and/or personal information contained in the proposed Reciprocal Agreement between FCPD and the Town of Herndon are required to fulfill the FCPD mission and/or obligations, and disclosure of such information is limited to the extent required to fulfill such mission or obligation.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Reciprocal Agreement Between The Town of Herndon and The County of Fairfax, Virginia

STAFF:
Thomas Arnold, Deputy County Executive
Kevin Davis, Chief of Police

ASSIGNED COUNSEL:
Kimbery P. Baucom, Deputy County Attorney

RECIPROCAL AGREEMENT

BETWEEN

THE TOWN OF HERNDON, VIRGINIA
AND
THE COUNTY OF FAIRFAX, VIRGINIA

FOR THE ENFORCEMENT OF LAWS AND DESIGNED TO CONTROL OR PROHIBIT THE USE OR SALE OF CONTROLLED DRUGS AS DEFINED IN THE DRUG CONTROL ACT AND THE ENFORCEMENT OF LAWS CONTAINED IN ARTICLE 3, CHAPTER 8 OF TITLE 18.2 (§ 18.2-344 et seq.) OF THE CODE OF VIRGINIA

By the virtue of the authority contained in Article 2, Chapter 17 of Title 15.2 of the Code of Virginia, 1950, as amended, this Reciprocal Agreement between the Town of Herndon, Virginia and the County of Fairfax, Virginia for the enforcement of Laws Designed to Control or Prohibit the Use or Sale of Controlled Drugs as defined in the Drug Control Act and Enforcement of Laws Contained in Article 3, Chapter 8 of Title 18.2 (§ 18.2-346 et seq.) of the Code of Virginia ("Reciprocal Agreement") is entered into this ____ day of January 2026, by and between the Town of Herndon and the County of Fairfax.

WITNESSETH:

WHEREAS, pursuant to Va. Code Ann. § 15.2-1724, narcotics detectives and vice detectives are authorized to go or be sent beyond the territorial limits of the Town of Herndon and/or County of Fairfax on a routine, non-emergency basis for the enforcement of laws designed to control or prohibit the use or sale of controlled drugs as defined in the Drug Control Act, or laws contained in Article 3, Chapter 8 of Title 18.2 (§ 18.2-346 et seq.) of the Code of Virginia; and

WHEREAS, pursuant to Va. Code Ann. § 15.2-1726, the Town of Herndon and the County of Fairfax may enter into a reciprocal agreement with each other for joint cooperation in the furnishing of police services; and

WHEREAS, the Town of Herndon and County of Fairfax agree that illegal narcotics trafficking and vice crimes have a substantial and detrimental effect on the health and welfare of their communities and that cooperative effort between the Town of Herndon Police Department and County of Fairfax Police Department would be advantageous in disrupting illicit drug activities and vice crimes; and

WHEREAS, any Town of Herndon Police narcotics detective, while on assignment with the Organized Crime and Narcotics Division, Fairfax County Police Department, in the interest of safe and efficient law enforcement practices, needs the ability to exercise police authority and jurisdiction while in the performance of duties associated with the enforcement of laws concerning controlled drugs and vice crimes in Fairfax County; and

WHEREAS, any member of the Fairfax County Police, while on assignment with the Organized Crime and Narcotics Division, Fairfax County Police Department, in the interest of safe

and efficient law enforcement practices, needs the ability to exercise police authority and jurisdiction while in the performance of duties associated with the enforcement of laws concerning controlled drugs and vice crimes in the Town of Herndon.

NOW, THEREFORE, the parties hereto jointly resolve and agree:

1. The parties wish to maintain the integrity and independence of their respective police forces, however; they wish to enter into this Reciprocal Agreement which will provide mutual aid for more efficient enforcement of narcotics laws and vice laws.

2. Any Town of Herndon police officer, while on assignment to the Organized Crime and Narcotics Division of the Fairfax County Police Department for the performance of duties associated with the enforcement of laws concerning controlled drugs and vice crimes in Fairfax County and any Fairfax County police officer while on assignment with the Organized Crime and Narcotics Division of the Fairfax County Police Department for the performance of his/her duties associated with the enforcement of laws concerning controlled drugs and vice crimes in the Town of Herndon, shall operate with the same powers, rights, benefits, privileges and immunities, including, but not limited to, the authority to make arrests, as the police officer has within his or her respective Town and County to enforce laws designed in Va. Code Ann. § 54.1-3041 and the laws contained in Article 3 (§ 18.2-346 et seq.) of Chapter 8 of Title 18.2 of the Code of Virginia.

3. Any Town of Herndon narcotics detective assigned to the Organized Crime and Narcotics Division of the Fairfax County Police Department shall report to the Commander of the Fairfax County Organized Crime and Narcotics Division or his designee.

4. The Town of Herndon and the County of Fairfax shall provide for the salary of their respective narcotics detectives performing duties pursuant to the terms of this Reciprocal Agreement regardless of the jurisdiction where the detectives or police officers are performing such duties. Pursuant to Va. Code Ann. §§ 15.2-1724 and 15.2-1726 all immunities from liability and exemptions from laws, ordinances and regulations and all pensions, relief, disability, worker's compensation and other benefits enjoyed by said officers while performing their duties in their respective jurisdictions shall extend to any services such officer perform under this Reciprocal Agreement outside of their respective jurisdictions.

5. The services rendered under this Reciprocal Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the Town of Herndon or County of Fairfax within its boundaries shall extend to the Town or County's participation in rendering police aid outside its boundaries under the terms of this Reciprocal Agreement.

6. It is the intent and purpose of this Reciprocal Agreement that there be the fullest cooperation between the Fairfax County Police Department and Town of Herndon Police Department. The respective Chiefs of Police mutually shall agree upon the number of narcotics detective(s) to be exchanged. The equipment required under the terms of this Reciprocal Agreement shall be provided by the Fairfax County Police Department. All detectives assigned to the Organized Crime and Narcotics Division must be provided a vehicle. In cases involving a partner agency for which Fairfax County supplies a rental vehicle, the partner agency agrees to reimbursement for the total costs of the vehicle.

7. No amendment or enlargement of this Reciprocal Agreement shall be effective unless executed in writing and agreed to by the parties hereto. This Reciprocal Agreement shall not supersede or modify prior agreements between the Town of Herndon and the County of Fairfax concerning the provisions of police services not otherwise addressed by this MOU.

Both parties HEREBY AGREE that all property seized by the Fairfax County Police Department and the Town of Herndon Police law enforcement personnel in accordance with the asset forfeiture statutes of Virginia, contained in Chapter 22.1 of Title 19.2, Va. Code Ann. § 19.2-386.1, et seq., will be shared after a proper court order has been entered, and after all expenses have been paid, in accordance with this agreement. Of the monies returned by DCJS following the deduction of the DCJS statutory share and the agreed 20% to Fairfax County Office of the Commonwealth's Attorney, it is agreed that the parties shall abide by the following asset-sharing and cost-sharing provisions:

(1) Sharing of forfeited assets shall be distributed based on the amount of work performed by each detective on any given case. The minimum amount that a partner agency will receive shall be 5% of all asset sharing requests processed by the Fairfax County Police Department's Organized Crime and Narcotics Division, Narcotics Section. The maximum amount that a partner agency will receive shall be no more than 70% of all asset sharing requests processed by the Fairfax County Police Department's Organized Crime and Narcotics Division, Narcotics Section. In addition, the following factors will be taken into consideration to determine percentage assignments:

a) 70% to be returned to the Town of Herndon Police Department involving those cases investigated by the assigned Fairfax County Police, Organized Crime and Narcotics Division, Narcotics Section Detective of the Town of Herndon Police Department within the territorial limits of the Town of Herndon.

OR:

b) 27.5% to be returned to the Town of Herndon Police Department involving those cases investigated by the assigned Fairfax County Police, Organized Crime and Narcotics Division, Narcotics Section Detective of the Town of Herndon Police Department within the territorial limits of Fairfax County.

OR:

c) 5% to be returned to the Town of Herndon Police Department involving those cases investigated by any law enforcement personnel currently assigned to the Fairfax County Police, Organized Crime and Narcotics Division, Narcotics Section while a Town of Herndon Detective is assigned to Fairfax County.

(2) Seized vehicles will be distributed on a case-by-case basis. Information summaries on seized vehicles will be provided to other agencies regularly to ensure equity.

(3) Each partner agency will make an application for inclusion in the equitable sharing programs of the VA, DCJS, U.S. Department of Justice, and U.S. Department of the Treasury. The administrative and financial requirements of each sharing program will be met by the respective agencies involved.

(4) All shared assets will be deposited directly to the participating partner agencies by DCJS. Fairfax County will not be involved in the actual distribution of shared assets.

(5) Exceptions may be made on a case-by-case basis by mutual agreement of all parties involved.

This Reciprocal Agreement may be terminated at any time by either party hereto by giving thirty (30) days prior written notice of the desire to terminate this Reciprocal Agreement to the respective Chiefs of Police.

IN WITNESS WHEREOF, the Town Manager and Police Chief of the Town of Herndon and the County Executive and Police Chief of Fairfax County have executed this Reciprocal Agreement, all being duly authorized to do so by their respective governing bodies.

The Town Council of
Herndon, Virginia

By:_____

Town Manager

By: _____
Chief
Town of Herndon Police Department

By: _____
Kevin Davis, Chief
Fairfax County Police Department

Board Agenda Item
February 17, 2026

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Nechelle Lemagne, Administrator of the Estate of the late Brandon Lemagne v. Kenyatta Momon, FCPD Chief Kevin Davis, County Executive Bryan J. Hill, Fairfax County, VA, and Fairfax County Board of Supervisors*, Case No. 1:25-cv-783 (E.D. Va.)

2. *Harry DaCosta, Timmy Briggs, David Lyons, and the Fairfax Workers' Coalition v. Fairfax County Government et. al.,* Case No. CL-2025-0015655 (Fx. Co. Cir. Ct.)

3. *Matthew Andrew Guzzetta v. Bryan J. Hill and Fairfax County,* Case No. CL-2026-0000841 (Fx. Co. Cir. Ct.)

4. *Jacquiline R. Humphries v. Haden, JLB McLean, LLC., et. al.,* Record No. 25-1426 (U.S. Ct. of App. for the Fourth Cir.)

5. *Jay Riat, Building Official for Fairfax County, Virginia v. Walter S. Bowman, Sr., et. al.,* Case No. CL-2025-0011919 (Fx. Co. Cir. Ct.) (Dranesville District)

6. *Jay Riat, Building Official for Fairfax County, Virginia v. Betelhem Tadesse,* Case No. GV24-25684 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

7. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert M. Sykes, et. al*., Case No. GV25-30158 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

8. *Jay Riat, Building Official for Fairfax County, Virginia v. Masoud Aboughaddareh, et. al.,* Case No. CL-2023-0008311(Fx. Co. Cir. Ct.) (Dranesville District)

9. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. John W. Sylvester, et. al.,* Case No. CL-2025-0011796 (Fx. Co. Cir. Ct.) (Dranesville District)

10. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. The Living Trust of the Lilian Brooks Brown,* Case No. GV25-23509 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

11. *Jay Riat, Building Official for Fairfax County, Virginia v. Muhammad Khairullah, et. al.,* Case No. CL-2023-0013201 (Fx. Co. Cir. Ct.) (Franconia District)

12. *Jay Riat, Building Official for Fairfax County, Virginia v. Pedro Tenorio Pinto,* Case No. CL-2025-0000255 (Fx. Co. Cir. Ct.) (Franconia District)

13. *Jay Riat, Building Official for Fairfax County, Virginia v. Imran Ali, et. al.,* Case No. GV25-01731 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nathan Williams,* Case No. GV25-15501 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

15. *Jay Riat, Building Official for Fairfax County, Virginia v. Moustafa M. Osman,* Case No. GV25-21320 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

16. *Jay Riat, Building Official for Fairfax County, Virginia v. Jonathan Michael Villalobos.,* Case No. GV25-23502 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

17. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Kittibel Miller,* Case No. GV25-24590 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

18. *Jay Riat, Building Official for Fairfax County, Virginia v. Prime Estate Partners II, LLC,* Case No. GV25-34557 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Radosvet Grudev, et. al.,* Case No. CL-2023-0001818 (Fx. Co. Cir. Ct.) (Mason District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Tamila Ghonghadze, et. al.,* Case No. CL-2024-0010076 (Fx. Co. Cir. Ct.) (Mason District)

21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yun Investment, Inc., et. al.,* Case No. CL-2025-0013466 (Fx. Co. Cir. Ct.) (Mason District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phillip Q. Le, et. al.,* Case No. CL-2026-0000670 (Fx. Co. Cir. Ct.) (Mason District)

23. *Jay Riat, Building Official for Fairfax County, Virginia v. Ibrahim Khan, et. al.,* Case No. GV25-02264 (Fx. Co. Gen. Dist. Ct.) (Mason District)

24. *Jay Riat, Building Official for Fairfax County, Virginia v. Pham Dihn Le, et. al.,* Case No. GV25-03235 (Fx. Co. Gen. Dist. Ct.) (Mason District)

25. *Leslie B. Johson, Fairfax County Zoning Administrator v. William Almanza Corrales,* Case No. GV25-14781 (Fx. Co. Gen. Dist. Ct.) (Mason District)

26. *Jay Riat, Building Official for Fairfax County, Virginia v. William Almanza Corrales,* Case No. GV25-14788 (Fx. Co. Gen. Dist. Ct.) (Mason District)

27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. William George Jackson,* Case No. GV26-00382 (Fx. Co. Gen. Dist. Ct.) (Mason District)

28. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. William George Jackson,* Case No. GV26-00383 (Fx. Co. Gen. Dist. Ct.) (Mason District)

29. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Adam Jeantet,* Case No. GV26-00391 (Fx. Co. Gen. Dist. Ct.) (Mason District)

30. *Jay Riat, Building Official for Fairfax County, Virginia v. 5731 General Washington LLC, et. al., Case No. GV26-00511 (Fx. Co. Gen. Dist. Ct.) (Mason District)*

31. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Gregg Riddiford,* Case No. CL-2023-0015905 (Fx. Co. Cir. Ct.) (Providence District)

32. *Jay Riat, Building Official for Fairfax County, Virginia v. Good Spradlin Joint Venture #1, et. al.,* Case No. CL-2025-0001163 (Fx. Co. Cir. Ct.) (Providence District)

33. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Philip S. Smith,* Case No. CL-2026-0000376 (Fx. Co. Cir. Ct.) (Providence District)

34. *Jay Riat, Building Official for Fairfax County, Virginia v. Hooshang Roohani,* Case No. GV26-01600 (Fx. Co. Gen. Dist. Ct.) (Providence District)

35. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan Cecilia Moreno,* Case No. GV26-01601 (Fx. Co. Gen. Dist. Ct.) (Providence)

36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sidney Tobias Harris,* Case No. CL-2021-0008931 (Fx. Co. Cir. Ct.) (Springfield District)

37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tony A. Hicks, et. al.,* Case No. CL-2023-0009668 (Fx. Co. Cir. Ct.) (Springfield District)

38. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jeaniethia Nicole Lee,* Case No. GV25-29159 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

39. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ron Jagannathan,* Case No. CL-2024-0014037 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item
February 17, 2026

3:30 p.m.

Public Hearing on RZ-2023-SU-00016 (COPT Stonecroft, LLC) to Rezone from I-3, AN and WS to I-4, AN and WS to Permit Office Development with an Overall Floor Area Ratio (FAR) of 0.69, Located on Approximately 64.12 Acres of Land (Sully District) (Concurrent with PCA-78-S-063-13 and SEA-2016-SU-022)

and

Public Hearing on PCA-78-S-063-13 (COPT Stonecroft, LLC) to Amend the Proffers for RZ-78-S-063 Previously Approved for Office Development to Permit Land Deletion and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio (FAR) of 0.69, Located on Approximately 64.12 Acres of Land Zoned I-3, AN and WS (Sully District) (Concurrent with RZ-2023-SU-00016 and SEA-2016-SU-022)

and

Public Hearing on SEA-2016-SU-022 (COPT Stonecroft, LLC) to Amend SE-2016-SU-022 Previously Approved for an Increase in Building Height to Permit an Increase in Floor Area Ratio (FAR), Building Height and Associated Modifications to Site Design and Development Conditions, Located on Approximately 64.12 Acres of Land Zoned I-4, AN and WS (Sully District) (Concurrent with RZ-2023-SU-00016 and PCA-78-S-063-13)

This property is located in the circle formed by Conference Center Dr. and Stonecroft Blvd. Tax Map 43-2 ((2)) 39C.

This property is located in the circle formed by Conference Center Dr. and Stonecroft Blvd. Tax Map 43-2 ((2)) 39C.

This property is located within the circle formed by Conference Center Dr. and Stonecroft Blvd. Tax Map 43-2 ((2)) 39C.

PLANNING COMMISSION RECOMMENDATION:
On February 4, 2026, the Planning Commission voted 10-0 (Commissioners Thomas and Wang were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2023-SU-00016, subject to the execution of proffers consistent with those dated February 3, 2026;

- PCA-78-S-063-13; and

- SEA-2016-SU-022, subject to the approval of the proposed development conditions dated January 22, 2026.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sharon Williams, Planner, ZED, DPD

Board Agenda Item
February 17, 2026

3:30 p.m.

Public Hearing on RZ-2022-LE-00016 (Steven Michael Sushner, TR. and Adam Kirschenbaum, TR) to Rezone from R-1 to PDH-2 to Permit Residential Development with a Total Density of 1.5 Dwelling Units Per Acre (DU/AC) and Approval of the Conceptual Development Plan, Located on Approximately 5.45 Acres of Land (Franconia District)

This property is located on the W. side of Beulah St., S. of Miller Dr. and N. of Crestleigh Way. Tax Map 90-4 ((1)) 20, 91-3 ((1)) 24 and 25.

PLANNING COMMISSION RECOMMENDATION:
On January 7, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of RZ-2022-LE-00016 and its associated Conceptual Development Plan, subject to proffers consistent with those dated December 3, 2025.

In a related action, the Planning Commission voted 12-0 to approve FDP-2022-LE-00016

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Tabatha Cole, Planner, ZED, DPD

Board Agenda Item
February 17, 2026

3:30 p.m.

Public Hearing on RZ-2025-FR-00005 (Franconia Development Partners, LLC) to Rezone from R-2 and HC to PDH-40 and HC to Permit 120 Multifamily Units with an Overall Density of 36.14 Dwelling Units per Acre (DU/AC) and Approval of the Conceptual Development Plan, Located on Approximately 3.32 Acres of Land (Franconia District)

This property is located on the S. side of Franconia Rd., E. of Grovedale Dr. and W. of Beulah St. Tax Map 81-3 ((5)) 3A, 2A, 2B, 2C1 and 83-3 ((8)) 503.

PLANNING COMMISSION RECOMMENDATION:
On February 4, 2026, the Planning Commission voted 9-0 (Commissioners Thomas and Wang were absent from the meeting. Commissioner Bennett recused herself from the discussion and vote.) to recommend to the Board of Supervisors approval of the following actions:

- RZ-2025-FR-00005 and its associated Conceptual Development Plan, subject to execution of the proffers dated January 20, 2026; and

- Waiver of the barrier requirement along the southern property line.

In a related action, the Planning Commission voted 9-0 (Commissioners Thomas and Wang were absent from the meeting. Commissioner Bennett recused herself from the discussion and vote.) to approve FDP-2025-FR-00005, subject to the Board of Supervisors' approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Nick Cicero, Planner, ZED, DPD

Board Agenda Item
February 17, 2026

4:00 p.m.

Public Hearing to Consider Including 6133 Brook Drive in the Munson Hill Residential Permit Parking District, District 15 (Mason District)

ISSUE:
Public hearing to consider a proposed amendment to *Appendix G* of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to include the previously excluded address 6133 Brook Drive in the Munson Hill Residential Permit Parking District (RPPD), District 15.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the proposed amendment to Appendix G to include 6133 Brook Drive in the Munson Hill RPPD, District 15.

TIMING:
On January 13, 2026, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix G of the Fairfax County Code to take place on February 17, 2026, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(b) of the Fairfax County Code authorizes the Board to establish and/or expand a RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of a RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD.

The Munson Hill RPPD (District 15) was established by the Board of Supervisors in accordance with the provisions of *Chapter 82-5A* on February 24, 1992. At that time,

FCDOT found that all addresses on Brook Drive qualified for inclusion in District 15 and proposed such inclusion to the Board of Supervisors. At the public hearing to establish this RPPD district, the owner of the residence located at 6133 Brook Drive spoke and requested that the address be excluded from the RPPD district. The Board of Supervisors agreed to exclude the address and established District 15 to include all proposed addresses except 6133 Brook Drive.

Since that time, the home has been acquired by a new owner who has requested that the address be included in District 15. Because the address qualified for inclusion upon the original establishment of the RPPD district and was only excluded at the request of the previous homeowner, FCDOT staff finds that the address is qualified for inclusion at this time.

EQUITY IMPACT:
The project area is located within a very high vulnerability index. Approximately 43% of residents in this Census tract are in low-income occupations, and approximately 23% of the residents speak English less than well. The inclusion of one address in an established RPPD is unlikely to have a measurable equity impact, either positive or negative, for the community.

FISCAL IMPACT:
Funding of approximately $200 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix G
Attachment 2: Map Depicting Brook Drive in Munson Hill RPPD, District 15

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Board Agenda Item
February 17, 2026

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

Attachment 1

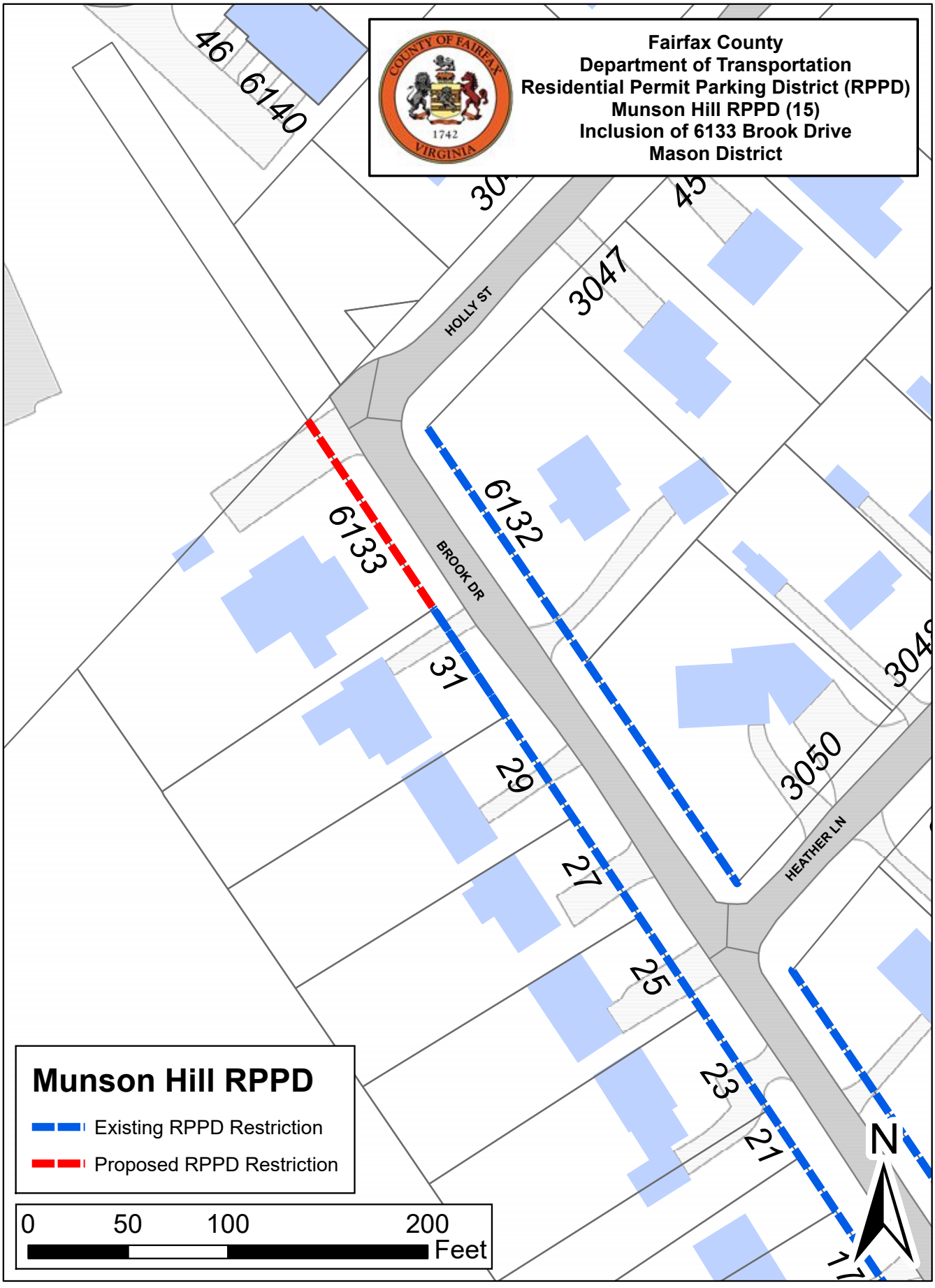
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax*, *Virginia*, by revising the following street in Appendix G-15, Section (b)(2), Munson Hill Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Brook Drive (Route 1740) ~~*(Excluding: 6133 Brook Drive)*~~*:*
From Holly Street to Celadon Lane

Attachment 2



Board Agenda Item
February 17, 2026

4:00 p.m.

Public Hearing to Consider an Ordinance Expanding the Reston Community Parking District (Hunter Mill District)

ISSUE:
Public hearing to consider a proposed amendment to *Appendix M of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Reston Community Parking District (CPD). The existing Reston CPD would be expanded in accordance with and subject to the provisions set forth in *Article 5B of Chapter 82 of the Fairfax County Code* to encompass all residential communities located within the area described as West Ox Road from Monroe Street to Centreville Road then southwest along Centreville Road to the Sully District boundary; southeast along the Sully District boundary to the Hunter Mill District boundary; northwest along the Sully District boundary from Centreville Road, then northeast along the Sully District boundary to the Dranesville District boundary; east along the Dranesville District boundary, then north and east along the Dranesville District boundary to the north side of Dulles Toll Road, south along Dulles Toll Road to the Monroe Street Bridge, and south along Monroe Street from Dulles Toll Road to West Ox Road.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment to Appendix M of Fairfax County Code (Attachment 1) to expand the large area Reston CPD in accordance with *Chapter 82-5B of Fairfax County Code*.

TIMING:
On January 13, 2026, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix M of the Fairfax County Code to take place on February 17, 2026, at 4:00 p.m.

BACKGROUND:
On December 8, 2008, the Fairfax County Board of Supervisors established the large area Reston CPD. The Reston CPD was then expanded following Board of Supervisors approval on April 27, 2010. The proposed expansion has been requested to include portions of the Hunter Mill District south and west of the existing large area Reston CPD.

Fairfax County Code Section 82-5B authorizes the Board to expand a CPD for the purpose of prohibiting or restricting the parking of any of the following vehicle types on streets in the CPD: watercraft; boat trailers; motor homes; camping trailers; and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds, except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in *Virginia Code § 46.2-341.4*.

No such CPD shall apply to: (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3(2), the Board may establish or modify a large area CPD if: (1) an initial submission identifying the requested perimeter has been directed to the appropriate district supervisor, (2) upon written request and verification of community support by the district supervisor, the Department of Transportation shall review the proposed district boundaries and process the request, (3) the proposed District must contain all of a magisterial district, excluding certain areas that meet minimum size requirements, and (4) areas to be excluded from the large area CPD must meet at least one of the following minimum size criteria: at least 3,500 addresses, at least 35 miles of secondary roads, or at least five-square miles in area.

The proposed expansion was requested by the Hunter Mill Supervisor in response to reports of an excessive number of watercraft, recreational vehicles, and trailers parking on public streets abutting multiple residential communities in the proposed expansion area. A well-attended community meeting was hosted by the Hunter Mill Supervisor's Office on September 2, 2025, during which overwhelming community support for the proposed expansion was demonstrated. Staff have verified that the portion of the Hunter Mill District to be excluded from the large area CPD meets minimum size criteria.

The proposed expansion of the Reston CPD will encompass areas up to the Hunter Mill District boundaries with both Sully District and Dranesville District as set forth in

Attachments 1 and 2. Additional housekeeping amendments to the perimeter description of the existing large area Reston CPD are also included on Attachment 1. The parking restriction identified above would be in effect at all times in the proposed expansion area.

EQUITY IMPACT:
The project area encompasses five census tracts designated under Fairfax County's Vulnerability Index. Overall, the project area spans the full spectrum of the Vulnerability Index, with two tracts rated very low, one average, and two very high. Generally, establishment of restrictions to prohibit parking in communities during restriction hours supports One Fairfax Focus Area 8, neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. However, parking restrictions in one area can lead to additional parking in other areas. As such, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
The recommended changes should have minimal fiscal impact. In accordance with *Appendix M-60, Section (c)*, signs will not be installed.

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to the Fairfax County Code, Appendix M (Community Parking Districts)
Attachment 2: Area Map of Proposed Reston CPD Expansion

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

Amend *The Code of the County of Fairfax*, *Virginia,* to modify the following provisions of Appendix M-60, Section (a)(3), Reston Community Parking District, in accordance with Article 5B of Chapter 82 as follows:

(3) Blocks included in the Reston Community Parking District are described below:

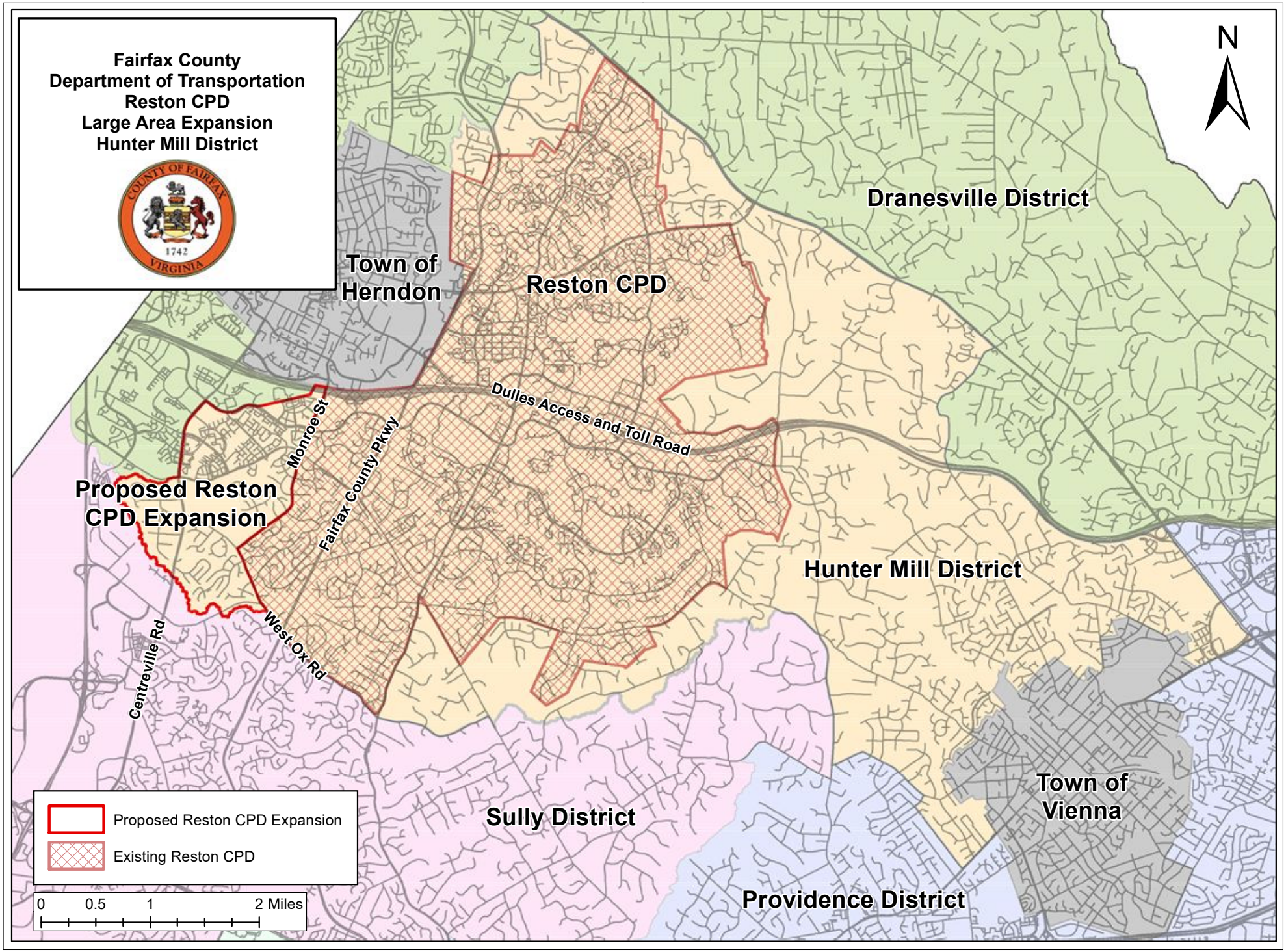
All existing and future public secondary streets in residential areas within Reston, all existing and future public secondary streets in the following residential communities adjacent to Reston to include Carter Woods, Deepwood, Estates at Wyndham Hills, New Bedford, Polo Fields, Stratton Woods, and Sutton Ridge, and all existing and future public secondary streets in the residential areas within the perimeter of the Reston Community Parking District that is set forth below.

The Reston Community Parking District also includes the previously established Community Parking Districts of Golf Course Square and Vantage Hill.

The perimeter for the Reston Community Parking District is:

From the north side of the Dulles Toll Road at the Monroe Street bridge, east then follow along the Town of Herndon Corporate Line to the northern boundary of Reston Section 51; east then follow along the Reston boundary to Route 7; east along Route 7 to 12.5 outlet road located west of the property at 11131 Leesburg Pike (Tax Map No. 12-1((1)) parcel 51); south along said outlet road to Reston boundary; east then south along Reston boundary to southern boundary of the property located at 1144 ~~Meadowbrook~~ Meadowlook Court (Tax Map No. 12-1((1)) parcel 43); ~~east along southern boundary of 1114 Meadowlook Court to Jordon Road; south on Jordon Road to end;~~ east then south along Reston boundary to Baron Cameron Avenue; east along Baron Cameron Avenue to Lake Fairfax Drive, south along Lake Fairfax Drive to Lake Fairfax Park; east then south along the eastern boundary of Lake Fairfax Park and then along unnamed Colvin Run southern stream extension connecting to 30’ outlet road at the property located at Tax Map No. 18-3((9)) parcel A; west along 30’ outlet road to Reston boundary; southeast along Reston boundary to the northwestern boundary of the property located at Tax Map No. 18-3((1)) parcel 13B1; southwest along the properties located at Tax Map Nos. 18-3((1)) parcels 13B1 and 13B; southeast along the properties located at Tax Map Nos. 18-3((1)) parcels 13B and 13A to Sunset Hills Road; east along Sunset Hills Road to Hunter Mill Road at Dulles Toll Road; south along Hunter Mill Road to Sunrise

Valley Drive; south along Reston boundary to Snakeden Branch; west and then south along Reston boundary to Lawyers Road; west along Lawyers Road to eastern boundary of Reston Section 18; south and west along Reston boundary to 400 feet southeast of cul-de-sac at Soapstone Drive; west then north along Reston boundary to Lawyers Road; west along Lawyers Road to 275 feet west of Blue Spruce Road; southwest along Reston boundary to Fox Mill Road; northwest along Fox Mill Road to Lawyers Road; southwest along Lawyers Road to West Ox Road; northwest along West Ox Road to ~~Monroe Street~~ Centreville Road, then southwest along Centreville Road to the Sully District boundary; southeast along the Sully District boundary to the Hunter Mill District boundary; northwest along the Sully District boundary from Centreville Road, then northeast along the Sully District boundary to the Dranesville District boundary; east along the Dranesville District boundary, then north and east along the Dranesville District boundary to the north side of Dulles Toll Road; and south along Dulles Toll Road at the Town of Herndon boundary to the Monroe Street bridge. ~~north along Monroe Street to north side of Dulles Toll Road.~~


Fairfax County
Department of Transportation
Reston CPD
Large Area Expansion
Hunter Mill District
N
Dranesville District
Town of
Herndon
Reston CPD
Dulles Access and Toll Road
Monroe St
Fairfax County Pkwy
Proposed Reston
CPD Expansion
West Ox Rd
Centreville Rd
Hunter Mill District
Town of
Vienna
Sully District
Providence District
Proposed Reston CPD Expansion
Existing Reston CPD
0 0.5 1 2 Miles

Board Agenda Item
February 17, 2026

4:00 p.m.

Public Hearing to Lease County-Owned Properties, The Commons and Willard Sherwood Health and Community Center in the City of Fairfax, for the Purpose of Installing Solar (Braddock, Providence, and Mount Vernon Districts)

ISSUE:
Public hearing to lease county-owned property to Sun Tribe Solar for the installation, operation and maintenance of solar photovoltaic panels for the purpose of on-site electric generation at the Willard Sherwood Health and Community Center which is in the design phase at 3750 Blenheim Boulevard in City of Fairfax, and The Commons Mount Vernon (formerly known as the Original Mount Vernon High School) which is in the construction phase at 8333 Richmond Highway.

RECOMMENDATION:
The County Executive recommends that the Board approve the lease agreements, substantially in the form of Attachment 3, with Sun Tribe Solar for the identified county properties.

If the Board authorizes staff to enter into the lease agreements following the public hearing, the subsequent execution of the lease agreements will be subject to the final Power Purchase Agreement (PPA) terms remaining favorable to the county.

TIMING:
The Board authorized the advertisement on January 13, 2026, for a public hearing on February 17, 2026, at 4:00 p.m.

BACKGROUND:
The Joseph Willard Health Center will be redeveloped into the Willard Sherwood Health and Community Center as a joint venture between the City of Fairfax and Fairfax County. The property will be owned by Fairfax County, which will cover the utility costs. The Original Mount Vernon High School is undergoing a renovation project that will transform the building into The Commons, a human development center for the Mount Vernon District. Maps of the properties are included in Attachments 1 – 2, and site-specific information is provided for each property below:

- The Willard Sherwood Health and Community Center is being constructed at 3750 Blenheim Boulevard in the City of Fairfax, identified as Tax Map Parcel Identification Number 57 2 02 172. Upon the expected substantial completion date of November 2028, a 102,000 sq ft building will be located on the property.
- The Commons Mount Vernon is being renovated at 8333 Richmond Highway on county-owned parcels identified as Tax Map Parcel Identification Numbers 1014 01 0005A and 1014 07 0001. Upon the expected substantial completion date of November 2026, a 140,000 sq ft building will be located on the property.

Sun Tribe Solar, LLC designs and installs solar photovoltaic panels and is a solar power purchase agreement (PPA) service provider. In December 2019, Fairfax County announced a contract with Sun Tribe Solar for rooftop solar PPA installations on buildings owned by Fairfax County Government, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Redevelopment and Housing Authority (collectively, the "Fairfax Entities"). Under the contract, Sun Tribe Solar will design, permit, install, and operate rooftop solar panels at facilities that participate in the PPA program and sell the electricity generated by the solar panels to the participating facility at a fixed rate and over a fixed term (20, 25 or 30 years). The contract with Sun Tribe Solar allows Fairfax County to purchase on-site renewable energy with little or no upfront or operational costs. Participation in the solar PPA program is expected to reduce the county's greenhouse gas emissions and electricity costs.

Sun Tribe Solar requires access to and use of the rooftop space at Willard-Sherwood Health and Community Center and The Commons Mount Vernon to install, operate, and maintain solar photovoltaic panels over the course of the PPA program (an expected 25 year-term).

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property.

EQUITY IMPACT:
This action supports the following One Fairfax areas of focus: a healthy and quality environment, and a quality built and natural environment.
Leasing county-owned properties for the installation of solar photovoltaic panels advances the goals and targets of the Operational Energy Strategy (OES). Adopted in 2021, the OES includes an overarching goal to achieve carbon neutrality in county government operations by 2040 and targets to produce 25% of county electricity from renewable energy generation by 2030 and 50% by 2040, using FY 2018 as the baseline.
Through its efforts to achieve carbon neutrality, the county is significantly reducing its greenhouse gas emissions and doing its part to curb the regional impacts of climate

change. Climate hazards, including extreme heat, flooding and severe storms, often disproportionately harm certain populations, such as low-income, disabled, or elderly populations, communities of color, those experiencing homelessness, and outdoor workers. This action does not address the direct impacts of climate change on vulnerable populations; such efforts are being conducted through the Resilient Fairfax program. However, implementation of the OES and related climate mitigation efforts is expected to reduce the severity of climate change, generating long-term benefits for the residents of Fairfax County.
In addition, The Commons Mount Vernon is located in an area with High Vulnerability, according to the Fairfax County Vulnerability Index. The presence of a solar-powered, sustainable structure in this neighborhood serves to advance equitable access to climate-friendly design and construction.

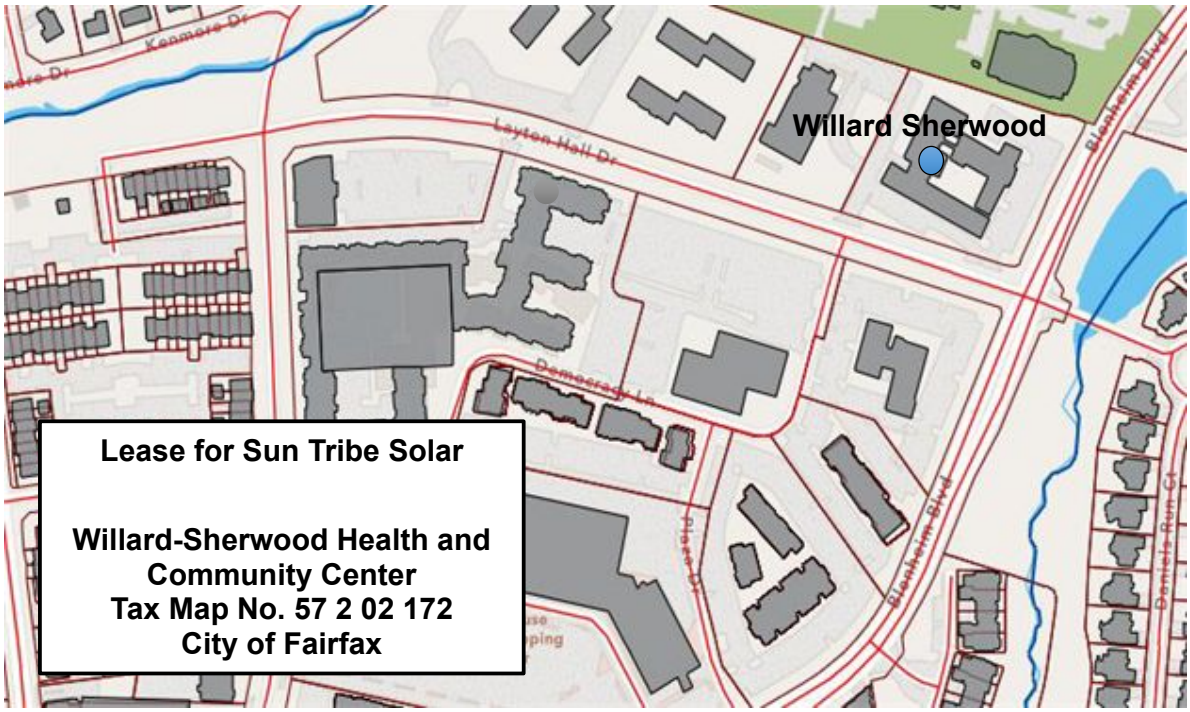
FISCAL IMPACT:
Initially, Fairfax County would pay slightly more per kWh for electric power delivered by the fixed-price PPA versus utility-delivered power for The Commons, but the PPA rate for Willard-Sherwood Health and Community Center is projected to be lower during the life of the solar array. As the cost of utility-delivered power is expected to increase, the PPAs would save an estimated $377,000 in electricity costs over the 25-year contract term. Cost parity would be achieved approximately in year five through the combined contract terms. Any additional electricity costs in the early years will be absorbed within the Facilities Management Department (FMD) budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map 57 2 02 172
Attachment 2 – Location Maps 1014 01 0005A and 1014 07 0001
Attachment 3 – Draft Lease Agreements

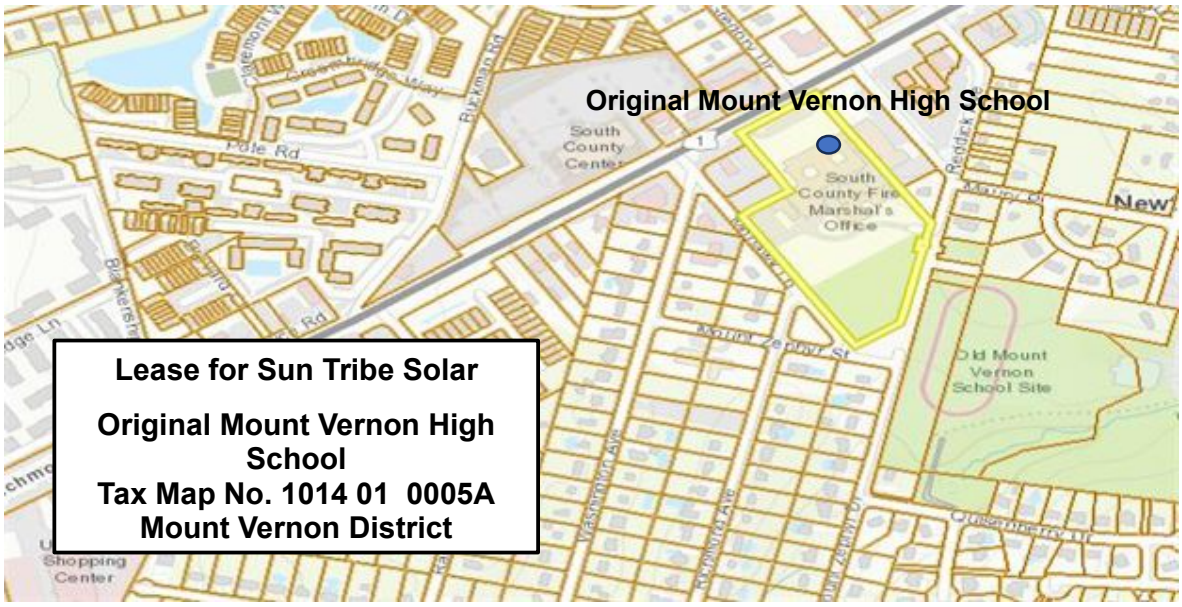
STAFF:
Jennifer Miller, Deputy County Executive
Ellicia Seard-McCormick, Deputy County Executive
John Morrill, Director, Office of Environmental and Energy Coordination (OEEC)
Chandler Crumlin, Analyst, Office of Environmental and Energy Coordination (OEEC)

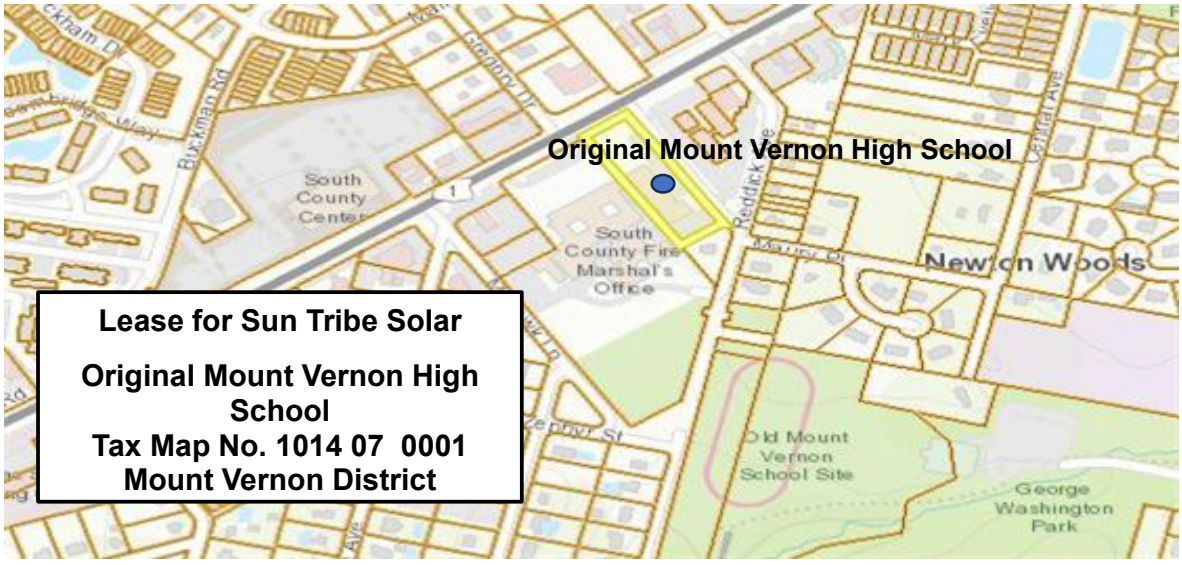
ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1



Attachment 2





Attachment 3

DEED OF CANOPY LEASE AGREEMENT
PROJECT SITE: _____BY AND BETWEEN

[FAIRFAX ENTITY]
("LESSOR")

AND

SUN TRIBE SOLAR, LLC
("LESSEE")

DEED OF CANOPY LEASE AGREEMENT

THIS DEED OF CANOPY LEASE AGREEMENT (this ***"Lease"***) dated as of _____ (the "Effective Date"), is made by and between **[FAIRFAX ENTITY]** ("Lessor"), and **SUN TRIBE SOLAR, LLC,** a Virginia limited liability company ("Lessee"). Lessor and Lessee may each be referred to herein as the "Party", or collectively as the "Parties", as the usage of such term may require.

RECITALS

WHEREAS, Lessor is the owner of that certain real property specified on Exhibit A attached hereto and located at the address specified on Exhibit A attached hereto (the "Project Site");

WHEREAS, the Project Site includes an estimated [•] square feet of [parking lot] [parking garage] as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Demised Premises");

WHEREAS, pursuant to that certain Solar Power Purchase Agreement by and between Lessor and Lessee dated as of the date specified on Exhibit A attached hereto (as amended, modified, or supplemented from time to time, the "PPA"), Lessor has selected and engaged Lessee to design, install, own, operate, and finance a grid connected solar photovoltaic energy system consisting of solar canopy structures on the Demised Premises, as more particularly described in the PPA (the "System") and to sell the Output produced by such System to Lessor, all in accordance with the terms of the PPA;

WHEREAS, in connection with the foregoing, Lessee desires that Lessor lease, and Lessor desires to lease to Lessee, the Demised Premises, all in accordance with the terms and conditions set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Lease of Demised Premises; Additional Property Rights.

(a) Demised Premises. Lessor hereby leases to Lessee, in accordance with the terms and conditions set forth herein, the Demised Premises for the installation, operation, maintenance, repair and, if necessary, replacement and decommissioning of the System, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering, switch cabinets, power distribution boxes, and racking systems.

(b) Lessee's Ancillary Rights. In connection with Lessor's leasing the Demised Premises to Lessee, Lessor hereby grants to Lessee, for a period co-terminus with this Lease, the non-exclusive right to use portions of access drives, parking lots, and other areas of the Project Site as shown on Exhibit B attached hereto and incorporated herein by this reference ("Facility Access"). Lessor may change the Facility Access at any time with reasonable prior Notice to Lessee, provided adequate access to the Demised Premises and adequate space for use of the Facility Access for the purposes set forth herein is available at all times during the Term (as hereinafter defined). The Facility Access is provided for the purpose of accessing the Demised Premises for installation, operation, maintenance, repair (including replacement, if necessary) and decommissioning of the System and to locate any auxiliary equipment necessary to install, operate, maintain or repair the System on the Demised Premises and for the purposes of interconnecting the System with the Project Site's mechanical and electrical systems as agreed by Lessor and Lessee in accordance with the PPA. For avoidance of doubt, Lessor acknowledges and agrees that Lessee may use portions of the Facility Access to be mutually agreed upon by the Parties as a staging area during the periods that Lessee is undertaking the installation and decommissioning of the System or any major repairs to the System. Lessee shall not install any improvements within the Facility Access that would prevent access to or prevent use of the Project Site, or prevent any holders of easements across the Project Site or any governmental or public utility personnel (e.g., fire, police, public utility providers, etc.) or other similar parties from exercising their rights with respect to the Project Site. Furthermore, Lessee shall utilize the Facility Access in a manner as to not unreasonably interfere with the use of the Project Site by Lessor.

(c) Signage. Lessee shall not place any signage on or at the Project Site (other than as required by Applicable Law) unless approved in advance in writing by Lessor. Notwithstanding the foregoing, Lessee may, without the prior approval of Lessor, place signage on or at the Project Site identifying the existence of the System and any required safety notices relating thereto.

2. Term.

(a) Term. The term of this Lease shall commence on the Effective Date and shall terminate as provided in Section 2.1 of the PPA (the "Term"). The Term may be extended pursuant to Section 2.2 of the PPA.

(b) Termination. Notwithstanding anything contained herein to the contrary, this Lease shall automatically terminate if the PPA is terminated for any reason whatsoever.

(c) Access After Termination. Notwithstanding the foregoing, upon the expiration or earlier termination of this Lease (unless Lessor has executed its option to purchase the System in accordance with Section 7.4 of the PPA), Lessee shall have the right to access the Demised Premises for the purpose of decommissioning and removing the System in accordance with Section 8.1 of the PPA, which work shall be completed within sixty (60) days after the expiration of this Lease or within one hundred twenty (120) days after any earlier termination of this Lease, as applicable. The provisions of this Section 2(c) will survive the expiration or termination of this Lease.

3. Utilities. During the Term, Lessor shall have no obligation to provide any utilities to Lessee for Lessee's use in connection with the installation, operation, maintenance and repair of the System on the Demised Premises. To the extent that, during the Term, Lessee requires any utilities in connection with the installation, operation, maintenance and repair of the System on the Demised Premises, Lessee further acknowledges and agrees that Lessee shall be responsible, at its sole cost and expense, for providing or obtaining such utilities and that Lessee's inability to provide or obtain any such utilities shall not relieve Lessee from the performance of Lessee's obligations under this Lease or the PPA.

4. Annual Rent. Commencing on the Effective Date and continuing thereafter for the remainder of the Term, Lessee shall pay to Lessor annual rent for the Demised Premises in the amount of One and No/100 Dollars ($1.00) per year ("Annual Rent"). The Annual Rent for the first year of the Term shall be due and payable by Lessee to Lessor within ten (10) Business Days of the Effective Date, and Annual Rent for each succeeding year of the Term shall be due and payable by Lessee to Lessor, without notice or demand, on or before each anniversary of the Effective Date during the Term. The Annual Rent shall be payable by Lessee to Lessor at the address for the Lessor set forth in the PPA or at such other address as shall be designated in writing by Lessor. At Lessee’s option, Lessee may elect to prepay the Annual Rent for the entire Term on the Effective Date.

5. System Installation. The System shall be installed in accordance with Section 5 of the PPA.

6. Liens. To the extent permitted by Applicable Law, all of Lessee's contracts with Subcontractors shall provide that no Lien shall attach to or be claimed against the Demised Premises or any interest therein by Lessee or its Subcontractors as a result of supplying goods or services pertaining to the Demised Premises, and Lessee shall use reasonable efforts to cause all subcontracts let thereunder to contain the same provision.

Lessee shall indemnify and hold Lessor, the Board and Lessor's agents, officers, subcontractors, employees, invitees, and contractors harmless from, and defend against (with legal counsel reasonably acceptable to Lessor) all Losses of every kind, nature, and description which may arise out of or in any way be connected with such work. Lessee shall not permit the Demised Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor, material, or services furnished to Lessee or claimed to have been furnished to Lessee (either directly or through Subcontractors) in connection with work of any character performed or claimed to have been performed for the Demised Premises by, or at the direction or sufferance of Lessee, and if any such Liens are filed against the Demised Premises, Lessee shall promptly and at its cost and expense discharge the same following Lessee’s receipt of written notice of such filing; provided, however, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor, within fifteen (15) Business Days after demand, such security as may be reasonably satisfactory to Lessor to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Lessor's interest in the Demised Premises by reason of non-payment thereof; provided, further, that on final determination of the Lien or claim for Lien, Lessee shall immediately pay

any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Lessee fails to post such security or does not diligently contest such lien, Lessor may, without investigation of the validity of the lien claim, after ten (10) Days' Notice to Lessee, discharge such Lien and Lessee shall reimburse Lessor upon demand for all costs and expenses incurred in connection therewith, which expenses shall include any reasonable attorneys' fees and any and all other costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien.

Nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject the Demised Premises to liability under any lien law now or hereafter existing.

7. System Operation. Ownership. Use, and Removal.

(a) Operation, Maintenance, and Removal of System. Lessee shall operate, maintain, repair, decommission, and remove the System in accordance with Section 6 of the PPA and in accordance with all Applicable Laws and in such a manner as will not unreasonably interfere with Lessor's or, if there are any other occupants of the Project Site, such occupants' operation or maintenance of the Project Site.

(b) Ownership of System. Lessor acknowledges and agrees that (i) notwithstanding that the System may be a fixture under Applicable Laws, as between the Parties, the System shall be deemed to be personal property, and (ii) Lessee is the exclusive owner and operator of the System. In furtherance of the foregoing, Lessor hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the System or any portion thereof and agrees not to distrain or levy upon the System or assert any lien, right of distraint or other claim against the System.

(c) Ownership of Energy Output. Lessor acknowledges and agrees that, subject to the terms of the PPA, Lessee is the sole and exclusive owner of all electricity generated by the operation of the System.

(d) Use of Demised Premises. Lessee shall use the Demised Premises solely for the installation, operation, maintenance, repair and decommissioning of the System, but for no other uses. In connection therewith, Lessor acknowledges and agrees that, during the Term, Lessor shall not use the Project Site in a manner that would interfere with the installation, operation, maintenance, repair and decommissioning of the System or materially and adversely affect the System’s exposure to sunlight.

8. Access to Demised Premises.

Subject to the notice and security requirements set forth in Section 9 below, Lessor shall provide Lessee with access to the Demised Premises as reasonably necessary to allow Lessee to perform the Services, including ingress and egress rights across the Project Site within the Facility Access.

Lessor shall at all times have access to and the right to observe the Services, including without limitation, installation of the System, subject to Lessor's compliance with Lessee's reasonable safety and security requirements.

During all activities involving the System or the Demised Premises, including but not limited to installation, maintenance, repairs, decommissioning and removal of the System, Lessor's property manager for the Project Site ("Property Manager") or his/her designee must be present onsite at all times. On or prior to the Effective Date, Lessor shall provide Lessee with name and contact information for the Property Manager and his/her designee and, thereafter, Lessor shall advise Lessee in the event of any changes in such information. Lessee shall coordinate its access to the Demised Premises with the Property Manager or his/her designee in accordance with the terms of this Section 8.

Lessee shall have access to the Demised Premises under the following conditions:

(i) During normal business hours (Monday through Friday 8:00 a.m. - 5:00 p.m.) for the installation and routine maintenance of the System, provided that Lessee shall give the Property Manager at least seventy-two (72) hours' prior notice of the need for such access.

(ii) Outside normal business hours and in the event of an emergency, Lessee shall contact the emergency contact specified on Exhibit A

and Lessee shall provide: (a) the name and contact information for the individual(s) responding on the Lessee's behalf, and (b) their estimated time of arrival. Upon arrival to the Demised Premises, Lessee shall again call both emergency contacts to signal arrival. The Property Manager's emergency contact will provide access to the Demised Premises upon the Lessee's arrival. If the Property Manager or his/her emergency contact fails to provide Lessee with access to the Demised Premises upon Lessee's arrival to address such emergency and the System is damaged or destroyed as a result of such delay to the extent that Lessee is unable to satisfy its obligation under the PPA to sell and deliver to Lessor the Output generated by the System, Lessee shall be relieved of such obligation until such time as the System is repaired and operational. Furthermore, Lessee shall not be liable for any damage or destruction to any property resulting from the Property Manager or his/her emergency contact's failure to provide timely access to the Demised Premises.

All of Lessee's employees, contractors, or agents must park their vehicles in the areas designated by Lessor.

9. Identification, Security, and Access Requirements.

(a) Identification. All of Lessee's employees and Subcontractors shall display Lessor-issued identification badges above the waist at all times that such individuals are on the Project Site. Any employee, contractor, or Subcontractor of Lessee who arrives at the Project Site without required identification will be dismissed from the Project Site. All such employees,

contractors, and Subcontractors must pass to the satisfaction of Lessor a Fairfax County Criminal History Check. Notwithstanding the foregoing, Lessor disclaims any liability with respect to the accuracy or completeness of the Criminal History Checks. Lessee shall be solely responsible for all costs associated with such identification badges and Criminal History Checks.

(b) Inspection. All supplies, materials, and equipment for use at the Project Site are subject to security inspection by Lessor.

(c) Additional Security and Access Requirements. Lessee shall, and shall cause all of its Subcontractors to, at all times comply with the identification, security, and other access requirements set forth on Exhibit C attached hereto.

(d) Amendments to Security and Access Procedures. Lessor reserves the right to amend and/or update its security and access requirements or procedures relative to the Project Site, including Exhibit C, from time to time upon at least three (3) Business Days' Notice to Lessee.

10. Insurance. Lessee covenants and agrees, from and after the Effective Date, to carry and maintain, at its sole cost and expense, the insurance required under Section 9 of the PPA.

11. Taxes. Lessee shall pay, on or before the due date thereof, all personal property taxes, business, and license taxes and fees, service payments in lieu of such taxes or fees, annual and periodic license and use fees, excises, assessments, bonds, levies, fees, and charges of any kind which are assessed, levied, charged, confirmed, or imposed by any Governmental Authority due to Lessee's occupancy and use of the Demised Premises (or any portion or component thereof) or the ownership and use of the System thereon, including but not limited to any real property taxes and assessments attributable to the System improvements on the Project Site. Notwithstanding the foregoing, however, Lessee shall have the right to contest such taxes and/or fees in accordance with the applicable procedures of the Governmental Authority imposing such taxes and/or fees.

12. Indemnification.

(a) Indemnification. Lessee shall indemnify, defend, and hold harmless Purchaser Indemnified Parties from and against any liability for violations or alleged violation of any Applicable Law and Losses (including claims for property damage and claims for injury to or death of persons, including any claim or amounts recovered under "workers compensation laws" or any other Applicable Laws) arising in connection with, or out of, or resulting from (i) the negligent acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees, Subcontractors, or contractors; or (ii) the breach by Lessee of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessor and any Lessor Indemnitee in defending such claims, demands, lawsuits, or actions, including, but not limited to, reasonable attorneys' fees, witness and expert witness fees, and any other litigation related expenses. Notwithstanding the foregoing, Lessee shall not be required to defend or indemnify Purchaser Indemnified Parties for a Loss to the extent any such Loss results

from the negligence or willful misconduct of a Purchaser Indemnified Party or to the extent any such Loss involves any damage or destruction to property for which Lessee is released from liability pursuant to the terms of Section 8 above. The provisions of this Section 12(a) will survive the expiration or termination of this Lease.

(b) Exclusion of Certain Damages. EXCEPT FOR LIABILITY IN RESPECT OF (A) LESSEE'S INTENTIONAL OR WILLFUL MISCONDUCT OR FRAUD OR (B) CLAIMS FOR BODILY INJURY, INCLUDING DEATH AND DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE NEGLIGENCE OF LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST TAX BENEFITS, OR ENERGY CREDITS, OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

13. Lessee Default.

The occurrence of any one or more of the following shall constitute an event of default of Lessee (a "Lessee Default"):

(i) The failure of Lessee to pay the Annual Rent or other sums due hereunder that is not cured within [ten (10)] Business Days after Notice thereof to Lessee;

(ii) Any representation or warranty of Lessee hereunder provides to be false or misleading in any material respect;

(iii) The inability, failure, or refusal of Lessee to perform timely any material obligations under this Lease, unless such failure or refusal is caused by a Force Majeure Event, a Lessor Default or Purchaser Event of Default; provided, however, such failure continues for thirty (30) Days after Lessor shall have given Notice demanding that such failure to perform be cured (or if such failure cannot reasonably be cured within such 30 Day period, Lessee shall not be in default hereunder if Lessee commences efforts to cure such failure within such 30 Day period and, thereafter, diligently pursues those efforts to completion); or

(iv) A Seller Event of Default under Section 12 of the PPA, which default continues beyond any applicable notice and cure period contained in the PPA.

Upon the occurrence of a Lessee Default, Lessor shall have the following rights:
(i) to terminate this Lease by Notice to Lessee, and (ii) to pursue any other remedy under the PPA or now or hereafter existing at law or in equity. No termination of this Lease resulting from a Lessee Default shall relieve Lessee of its liability and obligations under this Lease, and such

liability and obligations shall survive any such termination.

14. Lessor Default.

The occurrence of the following shall constitute an event of default of Lessor (a "Lessor Default"):

(i) The failure of Lessor to perform any material obligations under this Lease, unless such failure is caused by a Force Majeure Event, a Lessee Default or Seller Event of Default; provided, however, such failure continues for thirty (30) Days after Lessee shall have given Notice demanding that such failure to perform to be cured (or if such failure cannot reasonably be cured within such 30 Day period, Lessor shall not be in default hereunder if Lessor commences efforts to cure such failure within such 30 Day period and, thereafter, diligently pursues those efforts to completion); or

(ii) A Purchaser Event of Default under Section 12 of the PPA, which default continues beyond any applicable notice and cure period contained in the PPA.

Upon the occurrence of a Lessor Default, Lessee may pursue any remedies it may have under the terms of Section 12 of the PPA.

15. Fee Mortgages. To the extent there any mortgages, deeds of trust, or other indentures encumbering the Project Site as of the Effective Date (each, a "Fee Mortgage"), Lessor shall, on or before the Effective Date, obtain from the holder of each such Fee Mortgage a non-disturbance and attornment agreement, in a form acceptable to Lessee (each, an "SNDA"), pursuant to which the holder of each such Fee Mortgage shall agree that, upon it or its successors and assigns obtaining title to the Project Site (whether through a foreclosure proceeding or through acceptance of a deed in lieu of foreclosure) following an event of default by the Lessor under such Fee Mortgage, the holder of such Fee Mortgage or the purchaser of the Project Site at any foreclosure proceeding shall continue to recognize Lessee's leasehold interest in the Demised Premises for the balance of the term of this Lease, so long as Lessee is not then in default hereunder beyond any applicable notice and cure periods provided for herein. Promptly following the Effective Date, each SNDA shall be recorded in the Clerk's Office at Lessee's sole cost and expense, and, within ten (10) Business Days of Lessee's receipt of a written statement from Lessor setting forth all out-of-pocket costs incurred by Lessor in obtaining each such SNDA, together with such supporting documentation as Lessee may reasonably require, Lessee shall reimburse Lessor for such costs.

16. Casualty. Notwithstanding anything to the contrary contained herein, in the event of a casualty or condemnation to all or any portion of the Project Site, Lessor shall have no duty or liability to Lessee to restore the Project Site. If Lessor elects not to restore the Project Site, it shall give Lessee Notice of such election within thirty (30) Days after the occurrence of such casualty or condemnation, and, upon its receipt of such Notice, Lessee may, at its option, elect to terminate this Lease upon Notice to Lessor. Lessor shall be entitled to receive the entire award paid by the condemning authority for the Project Site, without deduction therefrom for any estate vested in Lessee by this Lease, and Lessee shall receive no part of such award (provided,

however, Lessee shall receive any award attributable to the System).

17. Miscellaneous.

(a) Governing Law. The law of the Commonwealth of Virginia shall govern the validity, interpretation, construction, and performance of this Lease, including the Parties' obligation under this Lease, the performance due from each Party under it and the remedies available to each Party for breach of it. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the State that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply.

(b) Assignment. Lessee shall not have the right to assign this Lease, or any of its rights, duties, or obligations hereunder, except in accordance with Section 14.2 of the PPA.

(c) Authority of Purchasing Agent. Lessee acknowledges and agrees that County's Purchasing Agent or his or her duly authorized representative or agent has the sole responsibility and authority to execute this Lease and any amendment or modification hereto on behalf of Lessor. Any execution, amendment, or modification of this Lease by a Person other than the Lessor or his or her duly authorized representative or agent shall be null and void and of no force and effect.

(d) Dispute Resolution.

(i) County Purchasing Resolution. All claims, disputes, controversies, causes of action and other matters involving a question of fact between the Parties arising out of or relating to this Lease (collectively or individually, the "Dispute") which is not disposed of by the applicable terms of this Lease shall be decided by the County Purchasing Agent, who shall reduce his or her decision to writing and mail or otherwise forward a copy thereof to Lessee within ninety (90) Days. The decision of the County Purchasing Agent shall be final and conclusive unless Lessee appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Lessee may not institute legal action prior to receipt of the County Purchasing Agent's decision on the Dispute, unless the County Purchasing Agent fails to render such decision within the time specified. Lessee shall not institute any legal action until all statutory requirements have been met.

(ii) Venue. Any and all Disputes arising out of or in connection with this Lease or any performance hereunder, shall be brought in the Circuit Court of Fairfax County, Virginia or in the United States District Court, Eastern District of Virginia, Alexandria Division.

(e) Due Authorization. Each Party represents and warrants to the other Party that it (i) has been duly authorized to enter into this Lease by all necessary action, and (ii) the execution and delivery of this Lease and the performance by such Party of its obligations hereunder will not result in a default under any agreement to which it is a party.

(f) Notices. Notices shall be given in accordance with Section 14.6 of the PPA.

(g) Successors and Permitted Assignees. This Lease is binding on and inures to the benefit of successors and permitted assignees.

(h) Survivability. Any term, condition, covenant, or obligation that requires performance by a Party subsequent to termination or expiration of this Lease, whether specifically identified herein or not, shall remain enforceable against such Party subsequent to such termination or expiration.

(i) Negotiated Terms. The Parties agree that the terms and conditions of this Lease are the result of negotiations between the Parties and that this Lease shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Lease.

(j) Further Assurances. Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute, and deliver any instruments and documents and take such action as may be reasonably necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Lease and which do not involve the assumption of obligations other than those provided for in this Lease in order to give full effect to this Lease and to carry out the intent of this Lease.

(k) Waivers. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of either Party shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by Applicable Law may be exercised from time-to-time and as often as may be deemed expedient by the Parties. Neither this Lease nor any provision hereof may be changed, modified, amended, or waived except by a written instrument signed by a duly authorized officer of the Party against whom enforcement of such change, modification, amendment, or waiver is sought. If any representation, warranty, or covenant contained in this Lease is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

(l) Relationship of the Parties. Nothing in this Lease shall be deemed to constitute either Party a partner, agent, employee, or legal representative of the other Party or to create any fiduciary relationship between the Parties. In addition, nothing in this Lease shall be deemed or construed as creating any contractual relationship between any Subcontractor and Lessor. The Parties agree that Lessee shall be fully responsible for the acts and omissions of any Subcontractor.

(m) Entire Agreement. This Lease, the recitals herein, together with the Exhibits attached to this Lease and the PPA, constitutes the entire and complete agreement and commitment of the Parties with respect to this Lease. All prior or contemporaneous understandings, arrangements, negotiations, or commitments, or any or all of the foregoing with

respect to this Lease, whether oral or written, have been superseded by this Lease and the PPA.

(n) Amendments. No amendment, modification, or change to this Lease shall be effective unless the same shall be in writing and duly executed by an authorized person of each Party, which, in the case of Lessor, shall be by [County Purchasing Agent], or his or her duly authorized representative or agent, consistent with Section 17(c).

(o) No Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Lease and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided in the PPA or in any other agreement between a Financing Party and Lessee or Lessor, and do not imply or create any rights on the part of, or obligations to, any other Person.

(p) Headings. Captions and headings in this Lease are for convenience of reference only and do not constitute a part of this Lease.

(q) Counterparts and Signatures. This Lease may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The delivery of an executed counterpart of this Lease by electronic transmission shall be deemed to be valid delivery thereof. Scanned or digital signatures shall be deemed valid as original as related to this Agreement.

(r) Severability. If any provision, portion, or application of this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Lease or such other appropriate actions as shall, to the maximum extent practicable, in light of such determination, implement, and give effect to the intentions of the Parties as reflected herein, and the other terms of this Lease, as so amended, modified, supplemented, or otherwise affected by such action, shall remain in full force and effect.

(s) Liability of Officers and Employees. No member of the Board nor any director, officer, agent, consultant, representative, or employee of either Party shall be charged personally by the other or held contractually liable thereto under any term or provision of this Lease, because of either Party's execution or attempted execution of this Lease or because of any breach or alleged breach thereof: provided, however, that all Persons remain responsible for any of their own criminal actions.

(t) No Conflict of Interest. Lessee shall not enter into any agreements that would conflict with Lessee's performance of its obligations under this Lease, or the other transactions contemplated herein, without receiving prior written authorization from Lessor.

(u) Authorization to Conduct Business in the State. At all times during the Term, Lessee shall be authorized to transact business in the State as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. Lessee shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State, if so required under Title 13.1 or Title

50 of the Code of. Virginia, as amended, to be revoked or cancelled at any time during the Term.

(v) Immigration Reform and Control Act. Lessee represents and warrants to Lessor that it does not, and Lessee covenants that it shall not during the performance of the Lease, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

(w) Estoppel Certificates. Lessor and Lessee shall execute and deliver to each other, within fifteen (15) Business Days after receipt of a written request therefore, a certificate evidencing whether or not (i) this Lease is in full force and effect; (ii) this Lease has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. If either Party shall fail to deliver said certificate within fifteen (15) business days from request therefor it shall be concluded that this Lease is in full force and effect, unmodified and without default.

(x) Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(y) Attorneys' Fees. Lessee shall bear its own attorneys' fees, costs, and expenses in connection with negotiating and/or reviewing this Lease, including any amendments, and any additional documents relating to the System.

(z) Brokers. Each Party represents and warrants to the other Party that it has not engaged or had any conversations or negotiations with any broker, finder, or other third party concerning the leasing of the Demised Premises to Lessee who would be entitled to any commission or fee based on the execution of this Lease.

(aa) Time is of the Essence. Time is of the essence of this Lease.

(bb) Memorandum. Lessor and Lessee agree that at the request of either, each will execute a short form memorandum, substantially similar to the form in Exhibit D, of this Lease in form satisfactory for recording in the Clerk's Office that shall be recorded on or promptly following the Effective Date at the cost of the Party seeking to record the same. Upon the expiration or earlier termination of this Lease, the Parties shall promptly execute any release or termination that may be required to release such memorandum of record.

(cc) Deed of Lease. The Parties intend for this Lease to be deemed a deed of lease and a conveyance of a leasehold interest real property by a sealed writing pursuant to Virginia Code Sections 55-2 and 11-3.

(dd) Lessor Responsibility. Lessor shall have the responsibility to pay Lessee for the actual and reasonable costs and expenses associated with any repairs, damage to, or loss of the System resulting from the acts or omissions of Lessor or any of its officers, employees,

agents, or contractors.

(ee) Quiet Enjoyment. So long as there does not exist a Lessee Default, Lessor agrees that, subject to the terms and conditions of this Lease, Lessee shall have the right to quietly use and enjoy the Demised Premises for the Term, without hinderance or molestation by Lessor or those claiming by, through or under Lessor.

[Signature Page Follows]

PROJECT SITE: _____

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

LESSOR:
[FAIRFAX ENTITY]

By: _____(SEAL)
Name: _____
Title: _____

LESSEE:
SUN TRIBE SOLAR, LLC
a Virginia limited liability company

By: _____(SEAL)
Name: _____
Title: _____

[Signature Page to Deed of Lease Agreement (PROJECT SITE - CANOPY)]

EXHIBIT A

BUILDING; PROJECT SITE; SURVEY DEPICTING DEMISED PREMISES

SOLAR POWER PURCHASE AGREEMENT DATE: _____, 202___

BUILDING NAME (if applicable): _____

PROJECT SITE ADDRESS: _____

_____

The Property Manager's primary 24/7 emergency contact:

Name: _____
Phone Number: _____

Or, in the event of non-response by the primary contact, the Property Manager's secondary 24/7 emergency contact:

Name: _____
Phone Number: _____

[SURVEY DEPICTING PREMISES ATTACHED]

EXHIBIT B DEPICTION OF FACILITY ACCESS
[ATTACHED]

EXHIBIT C
ADDITIONAL SECURITY/ACCESS REQUIREMENTS

FOR PUBLIC SAFETY AND JUDICIAL FACILITIES: Security Requirements for Public Safety and Judicial Facilities. The following additional security requirements shall apply for access to the Demised Premises:

All of Lessee's employees, contractors, and Subcontractors must pass to the satisfaction of Lessor an additional criminal history check, which will be processed by the Fairfax County Police Department of Fairfax County Sheriff's Department ("Sheriff's Department").

Lessee must be accompanied by a representative of Lessor; however, Lessee must be accompanied by personnel from the Sheriff's Department if passage through a secured area of the Project Site is necessary.

If the Sheriff's Department places the Project Site under lockdown as a result of a security threat, Lessee shall not have access to the Demised Premises and any of Lessee's agents or contractors within the Demised Premises may be asked to immediately leave without gathering any equipment or personal belongings.

FOR PUBLIC SCHOOLS: Security Requirements for Public Schools:

(i) Lessee certifies to Lessor as follows:

No employee, contractor, or Subcontractor of Lessee who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and

Unless prior Notice has been given to Lessor, no employee, contractor, or Subcontractor of Lessee who has been convicted of a crime of moral turpitude will have direct contact with students.

(ii) The foregoing certifications shall be binding on Lessee throughout the Term, and Lessee hereby covenants and agrees to provide Lessor and Fairfax County Public Schools ("FCPS") with immediate Notice of any event or circumstance that renders such certification untrue. Lessee hereby covenants and agrees that it will require this certification to be included in all contracts or subcontracts that Lessee enters into related to the Project Site in order that the provisions contained herein shall be binding on each contractor and Subcontractor.

(iii) Lessee will ensure that no employees, contractors, or Subcontractors shall perform any work as prescribed under this Lease or the PPA in occupied areas of the Project Site during school hours unless FCPS has previously agreed to such work in writing and proper safety precautions have been exercised to isolate the area of any such work.

(iv) All of Lessee's employees, contractors, and Subcontractors shall check in and out

at the main office for the Project Site each day and shall wear any additional identification badges as may be required. All such employees, contractors, and Subcontractors are required to present photo identification upon request. Lessee shall also provide all such employees, contractors, and Subcontractors with a form of identification reflecting their employment status with Lessee, and displaying such individual's name and photograph.

(v) Alcoholic beverages, illegal drugs, and weapons are prohibited at the Project Site and shall constitute ground for immediate removal from the Project Site. The Lessee shall ensure that neither its employees, nor those of any contractor or Subcontractor, shall fraternize in any manner with any student of FCPS at the site of the Project. Lessor shall have the right to remove from the Project Site any person whose presence Lessor deems detrimental to the best interests of the FCPS. Any individual who is removed from the Project Site pursuant to this Section may not return to the Project Site or any other FCPS site without prior written permission from FCPS.

EXHIBIT D

This document prepared by and
after recording return to:

_____
_____
_____

Tax Parcel No.: _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of _____ (the "Effective Date") by and between **[Lessor]** ("**Lessor**"), having an address of _____, and **SUN TRIBE SOLAR, LLC**), a Virginia limited liability company ("**Lessee**"), having an address of _____, with reference to the following recitals:

WHEREAS, Lessee and Lessor (together, the "Parties" and each a "Party") have entered into that certain unrecorded Deed of Lease Agreement dated of even date herewith (the "Lease"), which affects the Demised Premises (hereinafter defined); and

WHEREAS, the Parties entered into the Lease in conjunction with that certain Solar Power Purchase Agreement (the "PPA"), between Lessor and Lessee dated of even date herewith; and

WHEREAS, the Parties desire to enter into this Memorandum for recordation in the land records of the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia (the "Land Records");

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1.1. Demised Premises. The premises leased by Lessor to Lessee pursuant to the Lease are [described][depicted] on "Exhibit A" attached hereto and made a part hereof (the "Demised Premises"). Lessee may use, and have access at all times to, the Demised Premises for the installation, operation, maintenance, repair and, if necessary, replacement and decommissioning of a solar photovoltaic energy system, and activities necessary or related thereto. The Demised Premises are located on the Project Site, which is more particular described in the Lease. Pursuant to the Lease, Lessor has granted Lessee certain ancillary rights to use portions of the Project Site. .

1.2. Term and Consideration. The initial term of the Lease commenced on the Effective Date and shall terminate on the date which is the thirtieth (30th) anniversary of the Actual Commercial Operation Date at a rate of one dollar ($1.00) per year. Upon the expiration of the initial term of the Lease, the Parties may agree to extend the Lease for up to five (5) years in accordance with the terms of the PPA.

1.3. Execution. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

1.4. Applicable Law. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

1.5. Purpose of Memorandum of Lease. This Memorandum, when recorded in the Land Records, is intended to serve as public notice of the existence of the Lease and to incorporate and reference all of its promises, covenants, and agreements to the same extent as if the Lease were fully set forth herein. This Memorandum does not describe or refer to all the terms or conditions contained in the Lease, nor does it intend to modify, amend or vary any of the terms or conditions set forth in the Lease.

1.6. Relationship to Lease. Any capitalized terms used in this Memorandum and not otherwise defined shall the meanings set forth in the Lease or PPA.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEET]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed on their behalf as of the Effective Date:

Lessor: _____

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this _____ day of _____, 2020 by _____ (Lessor signatory).

NOTARIAL SEAL

_____ (signature)
Notary Public

Lessee: Sun Tribe Solar, LLC

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this _____ day of _____, 2020 by _____ (Lessee signatory).

NOTARIAL SEAL

_____

(signature) Notary Public

Board Agenda Item
February 17, 2026

4:00 p.m.

Public Comment on Issues of Concern