CHITTENDEN COUNTY
REGIONAL STORMWATER PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD JULY 2011 THROUGH JUNE 2016

This Memorandum of Understanding ("MOU") establishes an agreement among the Parties (as specified in Section 1) for a group of Municipal Separate Storm Sewer Systems ("MS4s") to contract to operate a Regional Stormwater Public Involvement and Participation Program ("Program") that conforms with and satisfies the relevant requirements regarding Minimum Control Measure Two ("Public Involvement and Participation) of the Phase II NPDES Permit for Program Years 2011 -2016), as established in General Permit 3-9014 (MS4 Permit") as continued or renewed by the Vermont Department of Environmental Conservation ("VTDEC").

1. **Parties to the MOU** – The parties to this agreement are:

   a. **MS4s** – the undersigned municipal MS4s and non-traditional MS4s and any other MS4 that may execute this agreement following approval of that MS4's inclusion as a party to this MOU by a majority of the voting members of the Stream Team Steering Committee as defined in Section 2.a. below and

   b. **Lead Agency** – the Chittenden County Regional Planning Commission ("CCRPC"), unless a majority of the Steering Committee favors a different lead agency or the CCRPC no longer wishes to act as the Lead Agency and withdraws it services pursuant to Section 9 below.

2. **Steering Committee**

   a. **Composition** – The voting members of the Steering Committee shall consist of one representative from each of the MS4s who are full level signatory members to this Agreement as designated by each MS4. The voting members may, by a majority vote, invite organizations to appoint a representative to serve as a non-voting, advisory member of the Steering Committee.

   b. **Duties** – The voting members of the Steering Committee shall advise the Lead Agency on the development and performance of Program Services and on matters bearing on the administration of this agreement. The Steering Committee will attempt to meet quarterly or more often as needed.

3. **Lead Agency**

   a. **Duties** – The Lead Agency will provide Services in terms of administering this MOU and agreements with contractors (including executing contracts, receiving and disbursing funds, and monitoring the provision of services) on behalf of the MS4s. The Lead Agency may also provide other Services (including, but not limited to, public involvement and participation activities, public relations, grant writing, etc.) as directed by the Steering Committee and at a level consistent with each year's Program Budget as described in Section 6.a.

b. **Compensation** – The MS4s agree to compensate the Lead Agency for the actual costs of performing Duties defined in Section 3.a. Compensation for Duties shall not exceed ten (10%) percent of the Program Budget as specified in Section 6 without prior approval of a majority of the Steering Committee. Personnel charges for Lead Agency staff shall be calculated at a rate of salary plus fringe.

4. **Selection of Primary and Sub-Contractors** – In general, the Steering Committee shall competitively bid for contract(s) for Program Services that collectively satisfy the requirements for Minimum Control Measure Two ("Public Involvement and Participation) of the Phase II NPDES Permit for Program Years 2011 – 2016 as established by the MS4 Permit and as defined in Section 5. All contracts shall be awarded based on qualifications, price, and the ability of the entity to provide services that meet the relevant MS4 Permit requirements. Contracts may be up to 5 years in length and shall include, but not be limited to, language specifying the right of the Committee to cancel a contract if services are not being adequately provided and language specifying that payments to contractors shall be made only for services rendered.

   Contracting for services under this MOU will comply with the Fair Employment Practices and Americans with Disabilities Act: the Steering Committee agree to comply with the requirement of Title 21 V.S.A Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. The Steering Committee shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs,and activities provided by the Steering Committee under this MOU. This provision will also be included in all contracts and subcontracts executed under this MOU involving state or federal funds.

   The Steering Committee recognizes the important contribution and vital impact which small businesses have on the state's economy. In this regard, the Steering Committee will ensure a free and open bidding process that affords all businesses equal access and opportunity to compete. The Steering Committee also recognizes the existence of businesses owned by minorities and women and will make a good faith effort to encourage these firms to compete for contracts involving state or federal funds.

5. **Program Services** – The Steering Committee, assisted by the Lead Agency and contractor(s), will implement a public involvement and participation campaign known as the Chittenden Country Stream Team (CCST) that satisfies the relevant requirements of Minimum Control Measure Two ("Public Involvement and Participation) of the Phase II NPDES Permit for Program Years 2011 – 2016), as established by the MS4 Permit, in accordance with Section 5.a.

   a. **Program Content** – The Program Content for each Program Year will be as approved by a majority of the Steering Committee. Annual Program elements will include, at a minimum:
      i. operation of the Program's website www.ccstreamteam.org or its equivalent.
      ii. the hosting and/or organization of workshops, projects and other events to engage the public.

iii. the recruitment of volunteers to engage in and promote public involvement and participation.
iv. end of MS4 permit year annual reporting on Minimim Control Measure 2 compliance efforts to the MS4s for inclusion in MS4 annual reports to ANR.

6. **Program Budget, Costs, and Payments**

a. **Program Budget**
1. The annual Program Budget shall consist of the sum of the annual $1,800 payment for each Program Year made by participating MS4s plus any other funds available to the Program by majority vote of the Steering Committee as specified in Section 6.c below. Prior to February of every year, the Steering Committee shall adopt a Program Budget governing expenditures for the subsequent program year. Budget categories shall include, but not be limited to: Lead Agency Duties, Contractual Services and Expenses.

b. **Participating MS4 Maximum Annual Costs and Payments** – Except as otherwise provided for in this section, each MS4 that is a party to this MOU shall by July 30 of each program year make a single annual payment of $1,800 to pay for Program Services (as defined in Section 5) and Lead Agency Services (as defined in Section 3.a.). In the event that costs are less than anticipated or that grants or other funding sources become available, a majority of the voting members of the Steering Committee may decide to reduce each MS4's payment by an equal amount or to credit the following Program Year assessment to each MS4. Any MS4 is allowed to join in prior to April 1, 2012 without penalty. The Steering Committee may require additional dues from new members joining on or after April 1, 2012 to help defray program development costs incurred since the Program's inception.

c. **Other Funds** – Any funds made available to the Program shall be dedicated to reducing the annual costs of each MS4 participating in the Program, except as a majority of the voting members of the Steering Committee may decide.

d. **Excess Funds** – Any funds remaining at the end of a Program Year shall be carried over to the next Program Year, unless a majority of the voting members of the Steering Committee decides otherwise. Following the payment for all Program Services and Lead Agency Services at the end of Program Year 2016, any funds remaining shall be carried forward for successive years where Program Services continue under successive agreements. Any funds refunded to the MS4s participating in this MOU shall be refunded based upon a prorated portion depending upon the number of months of participation by that MS4, except that any additional payments made by a member beyond its $1,800 annual payment shall be first refunded in full.

7. **Contracts Required** – All contracts with Contractors to provide Program Services shall be conditioned upon approval by a majority of the voting members of the Steering Committee and consistent with Section 4 above.

8. **MS4 Withdrawal Prohibited** – No MS4 that is a party to this MOU may withdraw from this MOU, except for early termination as defined in Section 10 of this MOU.

9. **Termination of Lead Agency**
   The CCRPC or the Steering Committee by a majority vote of its full membership may elect to terminate the Agreement for Lead Agency Services by providing 90 days written notice to the other party.

10. **Early Termination** – This MOU shall become null and void with no further obligation of the parties if:
    a. a majority of the voting members of the Steering Committee does not approve one or more contracts for the provision of Program Services within 120 days after execution of this MOU or
    b. VTDEC determines that the Program outlined in this MOU does not meet the relevant requirements for Minimum Control Measure Two ("Public Involvement and Participation") of the Phase II NPDES Permit for Programs Years 2011 – 2016) and the parties to this MOU are unable to craft a Program to satisfy VTDEC.

11. **Automatic Termination** – This MOU will terminate at the end of Program Year 2016.

12. **Amendment** – Unless a specific section of this MOU provides otherwise, this MOU may be amended only upon the unanimous consent of all of the Parties.

13. **Counterparts** – This MOU may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document. Each such counterpart may be a facsimile or PDF copy and such facsimile or PDF copy shall be deemed an original.

Signature of Lead Agency

Charles L Baker

Charles Baker, Executive Director
Chittenden County Regional Planning Commission

5/1/2011
Date

Signatures of Members

Robert McEwing, Interim Director of Aviation The Burlington International Airport	5/3/11 Date
Steven Goodkind, Director of Public Works The City of Burlington Department of Public Works	Date
Bryan K. Osborne, Director of Public Works The Town of Colchester	Date
Dennis E. Lutz, PE, Public Works Dir. / Town Engineer The Town of Essex	Date
David Crawford, Village Manager The Village of Essex Junction	Date
Brian Palaia, Town Manager The Town of Milton	Date
Bernard T. Gagnon, Public Works Director The Town of Shelburne	Date
Sanford I. Miller, City Manager The City of South Burlington	Date
Brian Searles, Secretary of Transportation Vermont Agency of Transportation	Date
Linda Seavey, Director, Campus Planning Services The University of Vermont	Date
Richard McGuire, Town Manager The Town of Williston	Date
Katherine R. Decarreau, City Manager The City of Winooski	Date

Signatures of Members

Robert McEwing, Interim Director of Aviation The Burlington International Airport	Date
Steven Goodkind, Director of Public Works The City of Burlington Department of Public Works	4/15/11 Date
Bryan K. Osborne, Director of Public Works The Town of Colchester	Date
Dennis E. Lutz, PE, Public Works Dir. / Town Engineer The Town of Essex	Date
David Crawford, Village Manager The Village of Essex Junction	Date
Brian Palaia, Town Manager The Town of Milton	Date
Bernard T. Gagnon, Public Works Director The Town of Shelburne	Date
Sanford I. Miller, City Manager The City of South Burlington	Date
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Robert McEwing, Interim Director of Aviation The Burlington International Airport	Date
Steven Goodkind, Director of Public Works The City of Burlington Department of Public Works	Date
Bryan K. Osborne, Director of Public Works The Town of Colchester	Date
Dennis E. Lutz, PE, Public Works Dir. / Town Engineer The Town of Essex	24 March 2011 Date
David Crawford, Village Manager The Village of Essex Junction	Date
Brian Palaia, Town Manager The Town of Milton	Date
Bernard T. Gagnon, Public Works Director The Town of Shelburne	Date
Sanford I. Miller, City Manager The City of South Burlington	Date
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Bryan K. Osborne, Director of Public Works The Town of Colchester	Date
Dennis E. Lutz, PE, Public Works Dir. / Town Engineer The Town of Essex	Date
David Crawford, Village Manager The Village of Essex Junction	3/23/2011 Date
Brian Palaia, Town Manager The Town of Milton	Date
Bernard T. Gagnon, Public Works Director The Town of Shelburne	Date
Sanford I. Miller, City Manager The City of South Burlington	Date
Brian Searles, Secretary of Transportation Vermont Agency of Transportation	Date
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Dennis E. Lutz, PE, Public Works Dir. / Town Engineer The Town of Essex	Date
David Crawford, Village Manager The Village of Essex Junction	Date
Brian Palaia, Town Manager The Town of Milton	4-5-11 Date
Bernard T. Gagnon, Public Works Director The Town of Shelburne	Date
Sanford I. Miller, City Manager The City of South Burlington	Date
Brian Searles, Secretary of Transportation Vermont Agency of Transportation	Date
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Bernard T. Gagnon, Public Works Director The Town of Shelburne	3/31/11 Date
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Sanford I. Miller, City Manager The City of South Burlington	Date
Brian Searles, Secretary of Transportation Vermont Agency of Transportation	Date
Linda Seavey Linda Seavey, Director, Campus Planning Services The University of Vermont	4.20.11 Date
Richard McGuire, Town Manager The Town of Williston	Date
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Richard McGuire, Town Manager The Town of Williston	Date
Katherine R. Decarreau, City Manager The City of Winooski	3.29.11 Date