

AGENCY OF NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WATERSHED MANAGEMENT DIVISION
MAIN BUILDING, SECOND FLOOR
ONE NATIONAL LIFE DRIVE
MONTPELIER, VT 05620-3522

PUBLIC NOTICE

PUBLIC COMMENT PERIOD: 11/17/15 – 12/17/15

DESCRIPTION

The attached Memorandum of Agreement (MOA) has been developed to satisfy the requirements of ACT 171 to establish the Ecosystem Restoration and Water Quality Improvement Special Fund for regulated Municipal Separate Storm Sewer System (MS4) municipalities. This fund is created to ensure municipal compliance with the MS4 permit flow monitoring requirements in stormwater impaired streams. Following a 30 day public notice period, this MOA will be distributed and signed by the municipalities included in the MOA and the Secretary of the Agency of Natural Resources. The MOA establishes the cost per participating municipality, over a five year period, for contracted flow monitoring and reporting.

This public notice form and the corresponding MOA can be found at:

http://www.watershedmanagement.vt.gov/stormwater/docs/ms4/publicnotice/MOA_MS4.pdf

PUBLIC COMMENTS

Written public comments on the MOA are invited and must be received on or before the close of business day (7:45 am - 4:30 pm) **December 17, 2015**, by the Agency of Natural Resources, Department of Environmental Conservation, Watershed Management Division, Stormwater Management Program, Main Building, Second Floor, One National Life Drive, Montpelier, Vermont 05620-3522 or send via email to anr.wsmdstormwatercomments@vermont.gov. If sending by mail, "MS4 MOA" should appear next to the VANR address on the envelope and on the first page of any submitted comments. If sending by e-mail, "MS4 MOA" should appear on the subject line. All comments received by the above date will be considered by DEC prior to distribution and signing of the MOA.

MEMORANDUM OF AGREEMENT BETWEEN THE VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE LISTED MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) COMMUNITIES

This Memorandum of Agreement sets forth the agreement between the parties, Vermont Department of Environmental Conservation (DEC) and the following Municipal Separate Storm Sewer System (MS4) Permittees: Burlington International Airport (BTV), City of Burlington (Burlington), Town of Colchester (Colchester), Village of Essex Junction (Essex Junction), Town of Essex (Essex), Town of Shelburne (Shelburne), City of South Burlington (South Burlington), City of Saint Albans (St. Albans City), Town of Saint Albans (St. Albans Town), University of Vermont (UVM), Vermont Agency of Transportation (VTrans), Town of Williston (Williston), and City of Winooski (Winooski) (collectively referred to as “the Parties”), for the purpose of participating in the Ecosystem Restoration and Water Quality Improvement Special Fund to perform the monitoring and other data collection required under the MS4 permitting program.

I. PROJECT PURPOSE:

The purpose of this Agreement, per Act 171 (H.650), Titled: Conservation and land development; stormwater; municipal separate storm sewer systems, is to aid participating MS4 Permittees in obtaining compliance with the flow monitoring requirements of their MS4 permits.

II. SCOPE OF WORK:

The parties agree to the following:

DEC will develop and manage a contract with a third party to carry out flow monitoring requirements as outlined in the existing MS4 permits. Upon signature of this Agreement, DEC will work with the undersigned MS4 Permittees and the contractor to ensure the flow monitoring requirements are met. As long as the MS4 Permittee contributes to the Water Quality Improvement Special Fund as outlined in Section V, they will be considered in compliance with the flow monitoring requirement of the MS4 permit. All management of the Contractor and non-compliance due to the Contractor will be the responsibility of DEC and will not result in any violations under the MS4 permit for any MS4 Permittee signed onto this MOU. DEC will provide the deliverables as outlined in section VIII.

The Parties will provide data on existing flow monitoring gauge sites, precipitation gauge sites, and other information considered to be necessary for the Contractor to complete the work. The Parties will provide funds, as agreed to in Section V, in order to initiate the flow

monitoring. Failure to provide the funds as specified will be considered as non-compliance with this Agreement and the Party will be responsible for maintaining compliance with the MS4 flow monitoring requirements through other means.

III. PROJECT BENEFITS

This project will help to assess the effectiveness of flow restoration plans for up to eleven stormwater impaired streams. Vermont’s stormwater Total Maximum Daily Loads (TMDL) utilize flow targets to represent a range of stressors to water quality, from pollutant loads, land based and instream erosion, to increased flooding. Implementation of the flow restoration may take over fifteen years in some watersheds. Flow monitoring will be used by DEC and the Parties to ensure that the management practices implemented under the flow restoration plans are making progress towards the TMDL targets, and redirect efforts if needed.

IV. ENTITY ELIGIBILITY

The entities eligible to participate under the memorandum of understanding include any entity that is subject to the Vermont Municipal Separate Storm Sewer System (MS4) General Permit, signed on December 12, 2012. This includes the following MS4 Permittees: Burlington, Colchester, Essex, Essex Junction, Milton, Rutland Town, Rutland City, St. Albans City, St. Albans Town, Shelburne, South Burlington, Williston, Winooski, UVM, BTV, and VTrans.

V. FINANCIAL CONTRIBUTIONS

As developed by the eligible entities, all participating MS4 communities will divide the costs of the contracted work and pay DEC according to the table below.

		Costs by State Fiscal Years (July 1 – June 30)				
MS4 Permittee	% of Total Cost	2017	2018	2019	2020	2021
BTV	2.1%	\$3,623	\$2,805	\$2,796	\$2,087	\$2,140
Burlington	7.4%	\$12,782	\$9,898	\$9,866	\$7,364	\$7,549
Colchester	5.3%	\$9,232	\$7,149	\$7,126	\$5,319	\$5,452
Essex Junction	6.1%	\$10,625	\$8,228	\$8,201	\$6,122	\$6,275
Essex	6.0%	\$10,473	\$8,111	\$8,084	\$6,034	\$6,185
Shelburne	7.0%	\$12,185	\$9,436	\$9,405	\$7,021	\$7,196
South Burlington	17.4%	\$30,170	\$23,363	\$23,287	\$17,383	\$17,818
St. Albans City	6.6%	\$11,418	\$8,842	\$8,813	\$6,579	\$6,743
St. Albans Town	7.1%	\$12,287	\$9,515	\$9,483	\$7,079	\$7,256
UVM	5.5%	\$9,564	\$7,407	\$7,382	\$5,510	\$5,648
VTrans	16.6%	\$28,794	\$22,298	\$22,225	\$16,590	\$17,005
Williston	6.2%	\$10,668	\$8,261	\$8,234	\$6,146	\$6,300

MS4 Permittee	% of Total Cost	Costs by State Fiscal Years (July 1 – June 30)				
		2017	2018	2019	2020	2021
Winooski	6.6%	\$11,363	\$8,799	\$8,770	\$6,547	\$6,711
Total	100.0%	\$173,184	\$134,112	\$133,672	\$99,781	\$102,278

Each participating MS4 Permittee to this agreement is required to submit the payment listed above on or before May 1 each year in order to be considered in compliance with the terms of the agreement for that year. Payments shall be made directly to DEC. If payment is not received in time, monitoring services as provided by the Contractor to the State will be discontinued.

All costs are dependent on the finalization of the Contract with the selected Contractor. Fiscal year 2020 and 2021 are anticipated costs based on renewal of the Contract for monitoring services with the selected Contractor.

VI. PROJECT CONTACTS

[OTHER PARTY] Contact

[Name]

[Title or Division]

802-XXX-XXXX

email@state.vt.us

DEC Contact

David Pasco

Admin. and Innovation Division

802-490-6112

david.pasco@vermont.gov

VII. EFFECTIVE DATE; MODIFICATION

This Memorandum of Agreement shall be effective from the date of execution and shall terminate on June 30, 2021. This Memorandum of Agreement may be amended or modified at any time by mutual written agreement of all Parties.

This agreement will provide monitoring services for the participating MS4 Permittees from State Fiscal Year 2017 (July 1, 2016) through State Fiscal Year 2021 (June 30, 2021).

VIII. DELIVERABLES

Each of the Parties will provide the following deliverables to DEC:

1. Data on existing flow monitoring gauge sites, precipitation gauge sites, and other information considered to be necessary for the Contractor to complete the work, as requested.
2. Notification of any changes in the MS4 Communities' participation in this agreement as early as practicable.
3. Payment of funds as outlined in Section V.

DEC will provide the following deliverables to all participating entities:

1. A comprehensive report outlining Quality Assurance/Quality Control protocols, shall be submitted to all participating entities prior to the initiation of monitoring.
2. Mean daily discharge in cubic feet per second at each site for each day of the monitoring period calculated from measurements taken at five minute intervals.
3. A platform for continuous remote access to streamflow gaging station data (i.e., satellite, radio, or cellular telemetry) complete with real-time data loss notification systems.
4. Mean daily depth of precipitation in inches (to the nearest 0.01 inch) at each site for each day of the monitoring period, calculated from measurements taken at five minute intervals and form of precipitation identified (rain vs. snow).
5. An annual report on each impaired stream with the flow duration curve and calculated flow metrics, and a brief narrative describing the preceding field season, gage configuration, and how data was collected and compiled.
6. On an annual basis, compiled sub-daily data, with field notes available upon request.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

STATE OF VERMONT

Dept of Environmental Conservation

By:

Commissioner

Dept of Environmental Conservation

Date: _____

THE PARTICIPATING PARTIES:

**BURLINGTON INTERNATIONAL
AIRPORT**

By:

Title: _____

Burlington International Airport

Date: _____

CITY OF BURLINGTON

By:

Title: _____

City of Burlington

Date: _____

TOWN OF COLCHESTER

By:

Title: _____

Town of Colchester

Date: _____

VILLAGE OF ESSEX JUNCTION

By:

Title: _____

Village of Essex Junction

Date: _____

TOWN OF ESSEX

By:

Title: _____

Town of Essex

Date: _____

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

TOWN OF SHELBURNE

By:

Title: _____

Town of Shelburne

Date: _____

CITY OF SOUTH BURLINGTON

By:

Title: _____

City of South Burlington

Date: _____

CITY OF SAINT ALBANS

By:

Title: _____

City of Saint Albans

Date: _____

TOWN OF SAINT ALBANS

By:

Title: _____

Town of Saint Albans

Date: _____

UNIVERSITY OF VERMONT

By:

Title: _____

University of Vermont

Date: _____

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

**VERMONT AGENCY OF
TRANSPORTATION**

By:

Title: _____

Vermont Agency of Transportation

Date: _____

TOWN OF WILLISTON

By:

Title: _____

Town of Williston

Date: _____

CITY OF WINOOSKI

By:

Title: _____

City of Winooski

Date: _____