

TOWN OF VINTON
Virginia Stormwater Management Program
(VSMP)
General Permit for Discharges of Stormwater
from
Small Municipal Separate Storm Sewer System
(MS4)

VSMP PERMIT NO. VARO40026

MS4 PROGRAM PLAN

Updated July 1, 2014

SUPPORTING MATERIALS

Agreement No.: 001-2014

Cooperative Agreement

Dated July 1, 2014

Between the

TOWN OF VINTON

and the

CLEAN VALLEY COUNCIL, INC.

For Providing

Stormwater Education and Public Participation Program Services
In Compliance with the Virginia Stormwater Management Program (VSMP) General Permit for
Discharges of Stormwater from Small Municipal Separate Storm Sewer System (MS4)
Permit Number VAR040026

This is an Agreement (hereinafter “Agreement” or “Contract”) to establish the procedures, roles, and responsibilities between the Town of Vinton, Virginia (hereinafter the “Town”), and Clean Valley Council, Inc. (hereinafter “CVC”) as to a Stormwater Education and Public Participation Program Services (hereinafter “Program”) as outlined in the General Permit for Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems, Minimum Control Measures (MCMs) Best Management Practices (BMPs) 1.1, 1.3, 1.4, 1.5, 2.1, and 2.2 (see Attachment #1, which are attached hereto and made a part hereof) concerning stormwater and water quality in the Town of Vinton. This Agreement is dated July 1, 2014.

WITNESSETH:

WHEREAS, the Town is requesting CVC to provide services and/or items to implement the Program;

WHEREAS, the Town has determined that CVC can provide technical and interpretive assistance in the implementation of the Program and to thereafter continue this Program, which would provide important information to the public and provide for efficient management;

WHEREAS, the location of the proposed Program is within the Roanoke Valley region;

WHEREAS, in an effort to effectively protect resources, serve citizens, and increase public awareness on stormwater pollution, this Program of education and public participation is necessary;

WHEREAS, the Program has the objectives of providing a variety of information to the general public which will better educate them as to water quality, and increase public knowledge and participation in protecting stormwater resources from illegal dumping and pollution; and

WHEREAS, it appears advantageous to enter into this Agreement in order to facilitate the implementation of this Program.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Town and CVC mutually agree to the following provisions, terms, and conditions:

ARTICLE I. GENERAL SCOPE.

The goals of this Program are: (i) to educate and engage the citizenry and students of the Roanoke Valley about stormwater and its impact on local and global water quality and steps that the public can take to reduce pollutants in stormwater runoff, and (ii) to comply, at a minimum when required, with applicable state tribal, and local public notice requirements when implementing the stormwater management.

Town of Vinton and Clean Valley Council

Cooperative Agreement for Stormwater Education and Public Participation Services

ARTICLE II. ROLE OF PARTIES.

1. Clean Valley Council, Inc.

CVC shall implement, operate, and maintain the Program and the items set forth in Attachment #1. CVC will staff and supervise all activities in cooperation with input from the Town. CVC will develop, with input from the Town, all exhibits, literature and displays, which shall be subject to final approval by the Town. CVC will submit on quarterly basis (January, April, July, and October) written reports on the progress and fulfillment of measurable goals as outlined in the Program. Quarterly written reports from CVC will be due on or before the 15th of January, April, July, and October and will describe the previous quarterly's activities by CVC. Reports will be submitted to the Town's Stormwater Management Program Administrator.

CVC agrees to make such adjustments and revisions to the Program as may be needed, upon notice from the Town, to remain in compliance with the requirements for the Program as defined herein (Attachment # 1).

2. Town of Vinton.

The Town shall complete its obligations to fund and maintain records or reports as may be necessary to comply with the General VSMP Permit Regulations, VAC50-60-10, et seq., The Town shall be a cooperating agency and subject to Article III and Article V of this Agreement, will make available to CVC the funds appropriated by its Town Council for purposes of staffing, operation, and continuance of the Program.

ARTICLE III. FINANCIAL OBLIGATIONS.

This Agreement shall not be construed as obligating the CVC, or the Town to expend funds, or involve CVC, or the Town in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the purposes herein. The Town will pay the total amount of \$2,600.00 to CVC for all labor actually used by CVC and approved by the Town in order for the CVC to fulfill the terms of this Agreement. See Attachment #1. The Town will pay an amount not to exceed \$600.00 to CVC for all mileage/materials/supplies actually purchased and used by CVC in fulfilling the terms of this Agreement.

CVC will submit an invoice and sufficient backup documentation to the Town at least quarterly for such services. Payment will be made to CVC after the Town approves such invoices. The quarterly labor invoices submitted to the Town by CVC shall be for \$650.00, which is one-fourth of \$2,600.00. For all materials/supplies purchased and used by the CVC, the Town shall be billed for 10% (ten percent) of such charges. The City of Roanoke will be responsible for 45% (forty-five percent) of such charges and the County of Roanoke will be responsible for the

remaining 45% (forty-five percent) of such charges. (Example: if CVC incurred \$1,600 in costs associated with materials/supplies during a particular month, the Town would be billed for \$160; City of Roanoke would be billed for \$720, and the City of Roanoke would be billed for \$720.) CVC will be responsible for billing and collecting such other portion of the expenses directly from the City of Roanoke and the County of Roanoke.

ARTICLE IV. FUTURE APPROPRIATIONS.

Subject to Appropriation.

The obligations of the Town under this Agreement shall be subject to and dependent upon appropriation being made from time to time by the Vinton Town Council for such purpose. Any other provision to the contrary notwithstanding, this Agreement and the obligations herein shall not constitute a debt of the Town within the meaning of any limitation on indebtedness of the Town under any constitutional or statutory limitation and nothing in this Agreement shall constitute a pledge of the full faith and credit of the Town under any provision of its Charter, as applicable, or the Constitution of Virginia. The failure of the governing body of the Town to appropriate funds in any year for payment in full of the payments required for CVC as herein provided or any other provision of this Agreement during such year shall ipso facto terminate this Agreement without any further liability on the part of the Town of any kind, thirty (30) days after the Town makes a final determination not to appropriate funds for this Agreement for the then current fiscal year.

ARTICLE V. LIABILITY AND INSURANCE.

1. CVC shall provide commercial general liability insurance, on an occurrence basis, for the Program in an amount of at least \$1,000,000.00.
2. Workers' Compensation insurance covering CVC's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Contract. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the CVC's insurance company shall waive rights of subrogation against the Town, its officers, employers, agents, volunteers, and representatives.
3. CVC shall provide property insurance for the exhibits for which an inventory and value will be provided. Property insurance will be on an all-risk policy form and shall insure against the perils of fire and physical loss or damage, including theft, vandalism and malicious mischief. All exhibits provided under VSMP Phase II will be available for usage by the Town and others, for publicity, promotion and educational purposes on a

written request basis. The exhibits may also tour each locality as part of the measurable goals of the Program.

Nothing herein shall be construed as a waiver of any immunity the Town may have under the laws of the Commonwealth of Virginia.

CVC shall provide insurance certificates to the Town for the above insurance coverage and the Town and its officers, employees, agents and volunteers shall be named as additional insureds on such policies.

ARTICLE VI. TERM OF THE AGREEMENT.

The term of this Agreement shall be for a period of one year commencing on July 1, 2014, and ending on June 30, 2015, unless extended as provided in Article VIII or unless sooner terminated as provided in Article IX, or as provided in this Agreement or by law. This Agreement may be extended each year after the initial term for up to a total of four additional one-year terms upon the mutual agreement of the parties.

ARTICLE VII. KEY OFFICIALS.

The work program set forth in this Agreement shall be reviewed by the appropriate officials of the Town and the CVC. The key official for the Town is the Stormwater Management Program Administrator, and for CVC is the Executive Director. The contact information for each of these key officials is as follows:

TOWN OF VINTON

Ms. Anita J. McMillan
Program Administrator
311 South Pollard Street
Vinton, VA 24179

Telephone: 540-983-0601
Facsimile: 540-983-0621
Email: amcmillan@vintonva.gov

CLEAN VALLEY COUNCIL, INC.

Ms. Cristina Siegel
Executive Director
541 Luck Avenue, Suite 319
Roanoke, VA 24016

Telephone: 540-345-5523
Facsimile: 540-345-5422
Email: cristina@cleanvalley.org

ARTICLE VIII. RENEWAL.

1. If either party wants to renew this Agreement, that party shall give a written request to renew to the other party at least 60 days before the expiration of the original term or any renewal term of this Agreement.

2. The party receiving such request shall either accept or reject in writing such request within 30 days of receipt of that request provided that if the party receiving the request to renew fails to respond within the 30 days, the request to renew shall be deemed to be rejected.

ARTICLE IX. TERMINATION.

If at any time it is determined that CVC or the Town has failed to comply with the terms and conditions of this Agreement, the Agreement may be terminated by the nonbreaching party in whole, or in part, at any time before the end of the term. The termination must be in writing and address the reasons for the termination. The Town or CVC shall have 30 days to cure the noncompliance. If the Town or CVC fails to cure the noncompliance within this time frame, the effective date of the termination of the Agreement will be the end of such 30-day period or the end of the term of the Agreement, whichever is earlier.

ARTICLE X. NOTICES.

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be effective when either personally delivered or deposited in the U.S. Mail. Notice shall be sent via Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the key officials at the appropriate address set forth in Article VII of this Agreement.

ARTICLE XI. AMENDMENTS.

This Agreement may be modified or amended at any time by mutual written agreement of the parties signed by the authorized representatives of the parties.

ARTICLE XII. GENERAL AND SPECIAL/ADDITIONAL PROVISIONS.

1. Special Provisions. The Town and CVC agree that:
 - a. The Agreement and the purposes described herein will be used by the Town and CVC to advertise the Program. Any press releases or other written materials produced by or for the Town or the CVC discussing the Agreement or its purposes must have prior written approval by both parties.
 - b. CVC agrees that CVC will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding CVC's payment to other entities and CVC will take one of the two actions permitted therein within 7 days after receipt of amounts paid to CVC by the Town. CVC further agrees that the CVC shall indemnify and hold the Town harmless for any lawful claims resulting from the failure of the CVC to make prompt payments to all persons supplying CVC equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims,

- the Town may, in the Town's sole discretion, after providing written notice to CVC, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the Town determines it to be appropriate to do so.
- c. CVC shall indemnify and hold harmless the Town and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of CVC's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near Town's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. CVC agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.
 - d. CVC agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements.
 - e. The relationship between CVC and the Town is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. CVC shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. CVC shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. CVC will be responsible for all actions of any of its subcontractors, and shall ensure they are properly licensed.
 - f. CVC agrees to maintain all books, records and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The Town, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and such retention period, upon prior written notice to CVC.
 - g. CVC agrees that the Town's waiver or failure to enforce or require performance of any term or condition of this Contract or the Town's waiver of any particular breach of this Contract by CVC extends to that instance only. Such waiver or failure is not

and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by CVC and does not bar the Town from requiring CVC to comply with all the terms and conditions of the Contract and does not bar the Town from asserting any and all rights and/or remedies it has or might have against CVC under this Contract or by law.

- h. By virtue of entering into this Contract, CVC submits itself to a court of competent jurisdiction in the Town of Vinton, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.
- i. If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- j. During the performance of this Contract, CVC agrees as follows:
 - i. CVC will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CVC. CVC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. CVC in all solicitations or advertisements for employees placed by or on behalf of CVC will state that CVC is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - iv. CVC will include the provisions of the foregoing Section k (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- k. During the performance of this Contract, CVC agrees to:
 - i. Provide a drug-free workplace for CVC's employees.
 - ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- iii. State in all solicitations or advertisements for employees placed by or on behalf of CVC that CVC maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor; the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1. Pursuant to Virginia Code Section 2.2-4343.1, be advised that the Town does not discriminate against faith-based organizations.
- m. CVC may not assign or transfer this Contract in whole or in part except with the prior written consent of the Town, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the CVC from any of the covenants or undertakings contained in this Contract and the CVC shall remain liable for the Contract during the entire term thereof.
- n. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the Town to CVC that the Town disputes the amount of CVC's request for final payment. However, written notice of CVC's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by CVC. A written decision upon any such claims will be made by the Town Manager or the Town Manager's designee (hereafter Town Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the Town Manager. CVC may not institute legal action prior to receipt of the Town's decision on the claim unless the Town Manager fails to render such decision within 120 days from submittal of CVC's claim. The decision of the Town Manager shall be final and conclusive unless CVC within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Virginia Code. Failure of the Town to render a decision within said 120 days shall not result in CVC being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Town's failure to

render a decision within said 120 days shall be CVC's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Virginia Code has been established for contractual claims under this Contract.

- o. The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- p. The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.
- q. This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- r. The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.
- s. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.
- t. CVC does not, and shall not during the performance of this Contract in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- u. CVC, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. CVC shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Contract. The Town may void this Contract if CVC fails to remain in compliance with the provisions of this section.

ARTICLE XIII. ENTIRE AGREEMENT.

This Agreement, including Attachment 1, reflects the Agreement between the Town and CVC. Any modification or amendment of this Agreement shall be made in writing and set forth the time schedule to develop and implement such modification or amendment, if applicable.

Town of Vinton and Clean Valley Council

Cooperative Agreement for Stormwater Education and Public Participation Services

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their authorized representatives.

CLEAN VALLEY COUNCIL, INC.

WITNESS:

Cristina Siegel 9/4/2014

Erin O'Donnell

Cristina Siegel, Executive Director
Printed Name and Title

Erin O'Donnell
Printed Name

(SEAL)

TOWN OF VINTON, VIRGINIA

WITNESS:

Chris Lawrence
Town Manager or
Authorized Town Representative

Susan N. Johnson

CHRISTOPHER S. LAWRENCE
Printed Name and Title TOWN MANAGER

Susan N. Johnson
Executive Assistant / Town Clerk
Printed Name and Title

Approved as to Form:

Appropriation and Funds Required for this
Contract Certified:

Elizabeth K. Dillon
Town Attorney

Barry W. Thompson
Director of Finance/Town Treasurer

Account # 200.8101.371

**Attachment # 1 to
To Agreement Dated: July 1, 2014
Scope of Service**

**Stormwater Education and Public Participation Program Services and Items to be
provided by Clean Valley Council, Inc. until June 30, 2015, and each Renewal Period That
May be Exercised Thereafter**

Clean Valley Council, Inc. (CVC) shall provide services to the Town of Vinton (Town) in the form of: labor, products, programs, activities, meetings, supplies, and other public education, outreach, and participation modes in order to facilitate the Town's compliance with Minimum Control Measures 1 and 2 of the Town's Municipal Separate Storm Sewer System (MS4) permit (#VAR040026), effective July 2013.

1. Stormwater Educational and Public Participation Program Minimum Control Measures (MCMs), Best Management Practices (BMPs) **1.1, 1.3, 1.4, 1.5, 2.1, and 2.2** as set forth below, to be completed by Clean Valley Council, Inc. for the Town of Vinton between July 1st, 2014 and June 30th, 2015, and annually thereafter so long as this contract remains in effect.
2. On a quarterly basis (January 15th, April 15th, July 15th, and October 15th), CVC shall submit to the Town a request for payment. With the request for payment, CVC shall provide the Town with an electronic (MS Excel or equivalent spreadsheet format) report of all CVC services for which payment is being requested. This quarterly report spreadsheet shall list all of the following for each service provided by CVC during the preceding quarter:
 - a. Date of service.
 - b. Service type (Program, Publication, Product, Event, Meeting, Public Service Announcement, etc...). Minimum Control Measure addressed.
 - c. Program or Activity Title (name of program, public meeting, event, etc.).
 - d. Location of service.
 - e. Jurisdiction of service (Town of Vinton, County of Roanoke, City of Roanoke, etc...).
 - f. Number of participants or audience reached (actual count, or if necessary an estimation).
 - g. CVC Staff conducting or facilitating the service.
 - h. The itemized and total service cost.
 - i. The portion of the service cost being billed to the Town.
 - j. Digital photo-documentation of each service provided.
3. The Town reserves the right to approve in advance all services, merchandise, products, activities, or other deliverables.

4. CVC shall provide other documentation of services, as requested below, and as needed, to support the Annual Report, which is prepared by the Town and submitted to DEQ, on or before October 1st of each year.
5. CVC shall meet with the Locality quarterly to communicate and coordinate their activities for the upcoming quarter.

CVC Services to support Minimum Control Measure (MCM) 1
Public Education and Outreach

BMP 1.1 Stormwater Educational Resources, Publications and Programs

CVC shall research, develop and maintain a series of stormwater educational publications and programs.

1. CVC shall maintain an inventory of stormwater educational publications and programs. The inventory and appropriate publication materials shall be accessible from the CVC's website, and shall consist of source/type of information, material information, contact information, and phone contact. The information in the inventory shall be verified annually to ensure that the information is still correct and current. The inventory shall be revised annually to remove sources that are out of date, and to add additional publications and programs. Annually, by August 15th, the CVC shall submit the inventory and a summary of the contents of each publication and program. New publications or programs that have been added, since the previous year, shall be noted.
2. The inventory shall be expanded yearly to address changes in BMP technologies.
3. The inventory shall be weighted toward information from Virginia and other mid-Atlantic sources.
4. The inventory shall contain publications and programs to address the high priority water quality issues selected by the Town.

BMP 1.3 Stream School Seminars

CVC shall coordinate and conduct its "Stream School Seminars" wherein the CVC educators work collaboratively with a group of individuals and facilitates an array of hands on aquatic ecology and watershed health lessons.

1. Prior to July 1 of each year, CVC shall conduct stream school seminars within the Town or East Roanoke County, where participants will be entirely or mostly residents of the Town or East Roanoke County.
2. During the stream school seminars, CVC shall present the Town's high priority water quality issues, how they adversely impact streams, and the Town's efforts towards cleaning up streams.
3. For each stream school taught, CVC shall document the date, location of training, number of participants (broken down into children and adult categories), instructor name, description of any materials distributed to participants, and synopsis of the material that was taught.

4. Annually, by August 15th, CVC shall provide a report detailing the information contained in 2 above, plus photo-documentation of the events.

BMP 1.4 Provide stormwater educational programs and activities for Town/East Roanoke County students and/or teachers

CVC will develop suitable stormwater related educational programs and activities that address the Town's selected high priority water quality issues and conduct education programs in public and private schools located in the Town/East Roanoke County, and other appropriate locations designated by CVC where K-12th graders may be reached.

1. Throughout the academic calendar year, CVC will provide stormwater educational programs and/or presentations to K – 12th graders and/or their teachers within the Town/East Roanoke County.
2. Quarterly, CVC shall provide a report detailing these activities, plus photo-documentation of the activities.

BMP 1.5 Stormwater Educational Programs, Publications and/or other Types of Public Awareness Efforts for Adult General Public Audiences

CVC will provide programs, news, and other public media segments, public service announcements, public speaking, and/or other stormwater informational services that are specifically designed to reach the general public of the Roanoke Valley. Creative development, expression, diversity and multi-media communications shall be used. The goal is to effectively reach the broader adult population that may not be receptive to such messages that are targeted toward youth or environmentally active adults.

1. Delivery of this service shall emphasize the Town's identified critical water quality issues and the Upper Roanoke River watershed.
2. CVC shall coordinate and/or facilitate the broadcast, publication, and/or distribution of these services to maximize their viewing or distribution and provide the Town with reasonable advance notification of all release and publication dates and times.
3. CVC shall provide the Town with quarterly documentation of these services.

**CVC Services to support Minimum Control Measure (MCM) 2
Public Involvement and Participation**

BMP 2.1 Storm Drain Marking Program

CVC will conduct a program to mark storm sewer system drain inlets with educational awareness notifications such as: "Dump No Waste – Drains to the Roanoke River" or similar verbiage to discourage stormwater pollution. In conducting the program, CVC will coordinate, facilitate, and directly engage with appropriate student, civic and other volunteer groups.

1. CVC will provide all necessary supplies and project supervision to ensure the drain inlets are properly marked, and that the safety of all participants is maintained, especially when working near vehicular traffic.
2. CVC will use the Town's/County of Roanoke's GIS internet mapping to plan and identify possible marking areas. Once a possible area to mark is identified, CVC will contact the Town, prior to marking, to confirm the suitability of the area.
3. Town may assign specific areas to be marked by CVC. These areas will not be subject to any special hazards.
4. CVC will mark a minimum of 15 drain inlets annually within the Town.
5. Once marking is completed, CVC will provide the Town with a drawing (from the Town/County of Roanoke GIS system) that indicates the drains that were marked, the date they were marked, and the numbers and type of persons that were involved in the activity.

BMP 2.2 Stormwater Public Events (Community – Wide)

CVC will facilitate and coordinate at least four public events annually to involve the public in activities that foster watershed stewardship and general improvements in local water quality. Provide merchandise, related to water quality and/or storm drainage, to distribute at the public events.

1. CVC shall provide a written breakdown of merchandise desired to purchase (item type, number to purchase, message, cost/each) and obtain Locality's written approval prior to purchase.
2. By July 15th of each permit year (July 1 – June 30), coordinate with the Town to identify at least four public events, the scope of CVC's activities at each event, the objectives of each event and activity, types of merchandise that will be distributed, date and time of events, and anticipated numbers of participants. Provide a written public events plan with the previous information.
3. Within 30 days after the event, provide a written report to the Town. The written report shall include name of event, date held, location held, types and numbers of merchandise distributed, activities performed by CVC, names of CVC staff people involved, estimate of attendance (total number of persons, narrative description of observed demographics of the participants, observed outcomes in relation to the desired objectives (quantified as possible), ideas to improve the event in the future, and photo documentation of activities.

Town of Vinton Municipal Separate Storm Sewer System (MS4) Permit Minimum Control Measure 1 - Public Education and Outreach Plan

BACKGROUND

As part of the Town's Municipal Separate Storm Sewer System (MS4) Permit requirements, the existing public education and outreach program regarding stormwater impacts must be enhanced. The revised program must:

1. Increase target audience knowledge about the steps that can be taken to reduce stormwater pollution, placing priority on reducing impacts to impaired waters and other local pollution concerns.
2. Increase target audience knowledge of hazards associated with illegal discharges and disposal of waste, including pertinent legal implications, and
3. Implement a diverse program with strategies targeted to audiences most likely to have significant stormwater impacts.

In addition, the program must be designed to:

1. Identify, at a minimum, three high-priority water quality issues that contribute to the discharge of stormwater (e.g., pet wastes and local bacteria TMDLs, high-quality receiving waters, and illicit discharges from commercial sites) and a rationale for the selection of the three high-priority water quality issues;
2. Identify and estimate the population size of the target audience or audiences who is most likely to have significant impacts for each high-priority water quality issue;
3. Develop relevant message or messages and associated educational and outreach materials (e.g., various media such as printed materials, billboard and mass transit advertisements, signage at select locations, radio advertisements, television advertisements, websites, and social media) for message distribution to the selected target audiences while considering the viewpoints and concerns of the target audiences including minorities, disadvantaged audiences, and minors;
4. Provide for public participation during public education and outreach program development;

PROPOSED PUBLIC EDUCATION AND OUTREACH PLAN

To address the above permit requirements, the Town proposes to establish sediment, bacteria, and nutrients as the three high-priority water quality issues on which to focus its Public Education and Outreach Program. Sediment and bacteria were selected because the Town has

been assigned a Total Maximum Daily Load (TMDL) for these impairments, which means the Town has been put on a “Pollution Diet” to limit these two pollutants from entering its waterways. Nutrients (phosphorus and nitrogen, in particular) were selected as the third water quality issue on which to focus, because they have such negative impacts on receiving waters when in large quantities. Excess nutrients wash off from lawns, other managed turf areas, and gardens and are transported via stormwater runoff to the area’s local creeks, streams, and the Roanoke River. In these water bodies, they cause algae overgrowth, which in turn decreases the oxygen that marine life need to survive. This often results in fish kills, fish illnesses, and the tainting of human food. Groundwater supplies may also be affected by nutrient pollution, thus making it an important topic on which to focus education efforts.

In addition to the three high-priority water quality issues, the Town will continue its work to educate its businesses and residents about other issues that may affect local water quality. Topics will include:

- a) Proper disposal of fats, oils, and grease
- b) Proper use and disposal of pesticides, herbicides, and weed killers
- c) Proper yard maintenance (sweeping up of grass clipping, leaves, and lawn debris)
- d) Proper waste disposal of used motor oil, pool chemicals, and other household chemicals
- e) Encourage local businesses to conduct employee training for Spill Prevention, Illicit Discharge Detection and Elimination, Pollution Prevention and Good Housekeeping.

The Town will use various means to conduct public education, including spots on the local cable channel (RVTV-3), posting of educational material on the Town’s website, outreach activities with garden clubs, homeowners associations, civic leagues, and other organizations, and the publication of newsletters and brochures. The Town will also continue to collaborate with the Clean Valley Council on education initiatives within the schools, and it will collaborate with neighboring localities such as the County of Roanoke and City of Roanoke, to conduct some education initiatives on a more regional scale.

The following Tables identify the three high-priority water quality issues and the associated target audiences, along with the overall messages and rationale for using them. **The Public is invited to comment on these selections and the program, in general, and may offer any additional topics for consideration.** Should you wish to make comments, you may submit them via email or mail.

Email comments to: amcmillan@vintonva.gov

You may also submit written comments, by mail, to:

Town of Vinton
Planning and Zoning Department
311 S. Pollard Street
Vinton, VA 24179

TOWN OF VINTON PUBLIC EDUCATION PROGRAM - Effective July 1, 2014

High-Priority Water Quality Issue	Target Audiences	Means to Determine Audience Size	Estimated Audience Size	Overall Messages	Means to Deliver Messages	Rationale
#1 Sediment	Car Washing/Detail Facilities	Business Licenses/Google	((7)) Advance Auto Busters O'Reilly SunSol Chuck's 2 nd st, Down Out	<ul style="list-style-type: none"> All wash water to sanitary sewer. Potential damage caused to streams by wash water. 	<ul style="list-style-type: none"> Mailer, annually PSAs on local cable station 	Commercial car wash facilities can contribute significant sediment if wash water is discharged into the Town's MS4.
	Car Dealers	Business Licenses/Google	((8)) Long Run, Motorcycles, Obsolete, Overstreet, Star City, Scotts, A Price Right, Vinton Car Conn.	<ul style="list-style-type: none"> All wash water to sanitary sewer. Potential damage caused to streams by wash water. 	<ul style="list-style-type: none"> Mailer, annually PSAs on local cable station 	Vehicle washing/detailing can contribute significant sediment if wash water is discharged into the Town's MS4, which drains, untreated, to local streams. Residential car washing is specifically allowed; but, it still may contribute significant sediment if wash water is not properly handled.
	Auto Body Shops	Business Licenses/Google	((2)) B+R, Buddys	<ul style="list-style-type: none"> All wash water to sanitary sewer. Potential damage caused to streams by wash water. 	<ul style="list-style-type: none"> Mailer, annually PSAs on local cable station 	
	Homeowners	Tax Records	((2756)) Estimated using Myra's List Filtered	<ul style="list-style-type: none"> Potential damage caused to streams by wash water. Direct wash water to grass area for filtration and infiltration. Never allow wash water to flow into street or storm drains. 	<ul style="list-style-type: none"> Town publication sent annually to homeowners PSAs on local cable station Handouts at local environmental events, 4 per year minimum 	
	Contractors Involved in Land-Disturbing Activities	Business Licenses	((17)) ASK, Avis, Ayersman, Emlex, C+A, Casey, Finney, G+F, Get Ur Done, Greenway, Lanford, MP, Mnt Brook, Pro con, Prof, Southwood, Tyler's	<ul style="list-style-type: none"> Damage caused to streams by sediments. Healthy fish populations require clear stream bottoms. Silt fence is not enough. Limit disturbed areas. Stabilize as quickly as possible. 	<ul style="list-style-type: none"> Brochure given to land-disturbance permittee when permit is issued Brochure given with enforcement actions 	Erosion and sediment control is required by regulations; however, more effective implementation may occur with additional education.

High-Priority Water Quality Issue	Target Audiences	Means to Determine Audience Size	Estimated Audience Size	Overall Messages	Means to Deliver Messages	Rationale
#2 Bacteria	Restaurants	Business Licenses	((23)) Angelo, BBQ, Bloop, Bobs, Bojangles, BK, Dogwood, ElRancho, FamousA, Franks, Jerrys, KFC, Kroger, LJS, McD, NY Pizza, China Wall, Paradise Ice, Pizza Hut, Red Jasmine, Splendid Taste, Subway, Teaberry	<ul style="list-style-type: none"> Excessive bacteria hinders stream usage and contributes to algae overgrowth, which hurts aquatic life. All wastewater to sanitary sewers. Keep exterior trash receptacles and dumpsters covered and do not wash out into storm drain. Clean kitchen hoods and floor mats; properly dispose of wastewater. 	<ul style="list-style-type: none"> Mailer, annually PSAs on local cable station 	Uncovered dumpsters containing garbage and dumpsters and greasy floor mats that are rinsed out onto the pavement can contribute bacteria to our MS4, which discharges directly to our streams.
	Pet Owners (dogs/cats)	Pet Licenses	((610 dogs)) ((48 cats))	<ul style="list-style-type: none"> Excessive bacteria hinders stream usage. Dog waste ends up in streams. Pick up after your pet and properly dispose of waste. 	<ul style="list-style-type: none"> Town publication sent annually to home/pet owners PSAs on local cable station 	Dog waste is a major source of bacteria in our streams.
	Veterinarian Offices	Business Licenses/ Google	((1)) Vinton Vet	<ul style="list-style-type: none"> Excessive bacteria hinders stream usage. Dog waste ends up in streams. Pick up after pets and properly dispose of waste. 	<ul style="list-style-type: none"> Brochures placed in veterinarian office annually PSAs on local cable station 	Dog waste is a major source of bacteria in our streams.

High-Priority Water Quality Issue	Target Audiences	Means to Determine Audience Size	Estimated Audience Size	Overall Messages	Means to Deliver Messages	Rationale
#3 Nutrients	Homeowners	Tax Records	((2756)) Estimated using Myra's List Filtered	<ul style="list-style-type: none"> How nutrients damage streams. Do not over-fertilize. Use soil tests. Keep fertilizer off of pavements. Do not over-water lawns. Do not blow grass into street 	<ul style="list-style-type: none"> Town publication sent annually to Homeowners PSAs on local cable station 	Excessive nutrients are carried off lawns and other managed turf areas to the Town's MS4 and then to local streams; this leads to algae overgrowth in the streams, which adversely impacts fish and other marine life.
	Farm and Garden Supplies	Business Licenses/ Google	((2)) Holdren's, B & C Ext.	<ul style="list-style-type: none"> How nutrients damage streams. Do not over-fertilize. Use soil tests. Keep fertilizer off of pavements. 	<ul style="list-style-type: none"> Mailer, annually PSAs on local cable station 	
	Lawn Care Services	Business Licenses/ Google	((8)) All American, Bryan Hoos, C+D, C+R, Combs, Mnt View, Quality, TurfSurfers	<ul style="list-style-type: none"> How nutrients damage streams. Do not over-fertilize. Use soil tests. Keep fertilizer off of pavements. Encourage use of organic products Do not blow grass into street. 	<ul style="list-style-type: none"> Mailer, annually PSAs on local cable station 	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROANOKE COUNTY AND THE TOWN OF VINTON
FOR PROVIDING STORMWATER MANAGEMENT PLAN REVIEW
SERVICES TO THE TOWN OF VINTON**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) is made and entered into this 23rd day of July, 2014 by and between the County of Roanoke, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and the Town of Vinton, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Town" for the purpose of providing stormwater management plan review services to the Town of Vinton.

The Vinton Town Council recognizes that in order to maintain a high quality level of customer service to its development/construction community and comply with federal, state, and local requirements of the stormwater management regulations, a close working relationship with the County is desirable and will be made possible through this MOU.

II. SCOPE OF WORK

The County and the Town desire to cooperatively work together to continue to provide an optimum level of customer service to the development/construction community. Therefore, the Town is entering into this MOU to contract with the County Department of Community Development to obtain stormwater management plan review services on an as-needed basis for the review of construction plans, concept stormwater management plans, site stormwater management plans and all or any documents including associated stormwater management reports related to the issuance of a development services permit.

For the period hereinafter set forth, the County and Town will provide the necessary personnel, materials, services, facilities, funds, and otherwise perform all things necessary for or incidental to this MOU.

A. Responsibilities of the Town Planning and Zoning Department:

1. Accept site and subdivision development plans for projects located in the Town and distribute for review and approval to the appropriate Town and County departments;
2. Collect all fees associated with the project;
3. Submit payment to the County for the stormwater management plan review services as specified hereinafter;
4. Coordinate and attend pre-review, pre-construction and/or any needed meetings with all parties involved in the review and approval of the Plans;
5. Act as Plan Approval Authority and facilitate all appropriate and/or needed meetings;
6. Monitor the progress of the project in the field through County Inspection;
7. Collect, administer, maintain, reduce, and release site development surety necessary for all construction projects; and,
8. Maintain all records (record keeping) for all projects.

B. Responsibilities of the County Engineering Services Division:

1. Review concept and site stormwater management plans at the discretion of the Town and provide recommendations on whether a project proposal meets environmental site design to the maximum extent practicable;
2. Review construction plans as they pertain to stormwater;
3. Review stormwater management plan design revisions;
4. Review construction revisions to "issued permits";
5. Provide conformity review for unissued projects due to ordinance, code or policy changes;
6. Review stormwater management plan and calculations;
7. Review all design calculations including stormwater management, hydraulic, hydrology, structural, mechanical (drain valves), etc.;
8. Review stormwater management plan studies;
9. Attend pre-review, pre-construction and/or any needed meetings with all parties involved in the review and approval of the site plans. When needed, a pre-construction meeting will be held on Thursdays; and,
10. Plan reviewers shall be accessible during normal business hours to attend meetings and/or answer questions concerning comments generated as part of the review of plans, and any other documents submitted as part of the permit process.

III. FEE AND PAYMENT

For furnishing of services as specified herein, the Town shall pay the County a one-time fee per project as follow:

- a) Any project review of less than one acre (no Virginia Stormwater Management Program (VSMP) permit is required) requiring Stormwater review, the Town will pay the County's current plan review fees.
- b) Any project review of more than one acre (VSMP is required) requiring Stormwater review, the Town will pay the County's current plan review fees plus 50% of the local portion of the VSMP permit fee payment as specified by the fees schedule.

IV. PERIOD OF AGREEMENT AND MODIFICATIONS

This MOU will be effective for TWO years, commencing on the 13th day of August, 2014 and terminating on the 12th day of August, 2016. The MOU may be modified, extended, or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 90 days written notice to the other party.

V. APPROPRIATION

All obligations of the Town of Vinton under this MOU that require the expenditure or payment of funds by the Town are subject to annual appropriations by the Vinton Town Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day, month, and year indicated:

FOR ROANOKE COUNTY:

Approved as to Form:

BOARD OF SUPERVISORS OF
COUNTY OF ROANOKE, VIRGINIA

Paul M. Mahoney
Paul Mahoney
County Attorney

By B. Clayton Goodman, III
B. Clayton Goodman, III
County Administrator

STATE OF VIRGINIA,
CITY/COUNTY OF Roanoke, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of July, 2014, by B. Clayton Goodman, III, County Administrator on behalf of the County of Roanoke, Virginia.

Terrie L. Cochran Notary Public

Registration Number: 340909
My commission expires: 8-31-16



FOR TOWN OF VINTON:

Approved as to Form:

TOWN COUNCIL OF
TOWN OF VINTON, VIRGINIA

Elizabeth Dillon
Elizabeth Dillon
Town Attorney

By Christopher S. Lawrence
Christopher S. Lawrence
Town Manager

STATE OF VIRGINIA,
TOWN OF VINTON, to-wit:

The foregoing instrument was acknowledged before me this 16th day of July, 2014, by Christopher S. Lawrence, Town Manager on behalf of the Town of Vinton, Virginia.

Susan N. Johnson Notary Public

Registration Number: 206402
My commission expires: 6/30/18



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROANOKE COUNTY AND THE TOWN OF VINTON
FOR PROVIDING STORMWATER MANAGEMENT FACILITIES
POST-CONSTRUCTION INSPECTION SERVICES TO THE TOWN OF VINTON**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) is made and entered into this 23rd day of July, 2014 by and between the County of Roanoke, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and the Town of Vinton, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Town" for the purpose of providing stormwater management facilities inspection services to the Town of Vinton.

II. SCOPE OF WORK

The Town is entering into this MOU to contract with the County, for the County Department of Community Development, to provide post-construction stormwater management facilities inspection and review services as needed, including the preparation of documents, such as, associated stormwater management reports related to the maintenance of the stormwater facilities including ponds, Best Management Practices (BMPs), etc.

For the period hereinafter set forth, the County and Town will provide the necessary personnel, materials, services, facilities, funds, and otherwise perform all things necessary for or incidental to this MOU.

A. Responsibilities of the Town Planning and Zoning Department:

1. Provide and update, as needed, a list of the stormwater facilities including ponds, BMPs, etc. that need to be inspected. Inspection schedule will be reviewed and approved by the Town and County personnel.
2. Assume all the communication and enforcement of regulations with the owner/developer of the stormwater facilities including ponds, BMPs, etc.
3. Coordinate and attend any required and/or needed meeting(s) with owners and/or maintenance personnel of the stormwater facilities, BMPs, etc.

B. Responsibilities of the County Engineering Services Division:

1. Perform necessary inspections of the stormwater facilities including ponds, BMPs, etc. once notification is received from the Vinton Planning and Zoning Department.
2. Complete and provide a copy of the inspection report of the stormwater facilities to the Vinton Planning and Zoning Department.
3. Attend meetings with owner/developer and Vinton Planning and Zoning staff, when requested and/or needed.

III. FEE AND PAYMENT

For furnishing all services as specified herein, the Town shall pay the County a minimum fee of \$75.00 per hour per staff member and no less than \$150.00 per inspection (minimum two hours charge). Charges shall also apply to meetings, presentations, etc. as agreed and approved by both parties.

IV. PERIOD OF AGREEMENT AND MODIFICATIONS

This MOU will be effective for TWO years, commencing on the 13th day of August, 2014, and terminating on the 12th day of August, 2016 . The MOU may be modified, extended, or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 90 days written notice to the other party.

V. APPROPRIATION

All obligations of the Town of Vinton under this MOU that require the expenditure or payment of funds by the Town are subject to annual appropriations by the Vinton Town Council.

IN WITNESS WHEREOF, the parties have executed this MOU on the day, month, and year indicated:

FOR ROANOKE COUNTY:

Approved as to Form:

BOARD OF SUPERVISORS OF
COUNTY OF ROANOKE, VIRGINIA

Paul M. Mahoney
Paul Mahoney
County Attorney

By B. Clayton Goodman, III
B. Clayton Goodman, III
County Administrator

STATE OF VIRGINIA,
CITY/COUNTY OF Roanoke, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of July, 2014, by B. Clayton Goodman, III, County Administrator on behalf of the County of Roanoke, Virginia.

Terrie Cochran Notary Public

Registration Number: 340909
My commission expires: 8-31-16

(SEAL)



FOR TOWN OF VINTON:

Approved as to Form:

TOWN COUNCIL OF
TOWN OF VINTON, VIRGINIA

Elizabeth Dillon
Elizabeth Dillon
Town Attorney

By Christopher S. Lawrence
Christopher S. Lawrence
Town Manager

STATE OF VIRGINIA,
TOWN OF VINTON, to-wit:

The foregoing instrument was acknowledged before me this 16th day of July, 2014, by Christopher S. Lawrence, Town Manager on behalf of the Town of Vinton, Virginia.

Susan N. Johnson Notary Public

Registration Number: 206402
My commission expires: 10/30/18



Stormwater Training Kits purchased by the County of Roanoke to be shared by the Town of Vinton:

Employee Training

- "Stormwater Pollution Prevention: A Drop in the Bucket"
- "Rain Check - Stormwater Pollution Prevention for MS4s"
- "IDDE - a grate concern"
- "Ground Control: Stormwater Pollution Prevention for Construction Sites"
- "Storm Warnings: Stormwater Pollution Prevention"

Public Outreach

- "IDDE - a grate concern (Public Outreach)"

Handouts

- "StormWater, Best Management Practices Guidebook"
- "Stormwater Pollution Prevention - Quick Reference"
- "Rain Check - Stormwater Pollution Prevention for MS4s Pocket Reference"
- "IDDE - Pocket Reference"

To see what is included, Excal's website is: <http://excalvisual.com/exvi1.pl>

Table 1: Town of Vinton Watersheds HUC's, Impaired Receiving Waters, and Drainage Areas

Watershed	Hydrologic Unit	Impaired Receiving Waters	Drainage Area (Estimated in Acres)
Glade Creek	RU13	Glade Creek	711
Roanoke River	RU14	Roanoke River	148
Tinker Creek	RU13	Tinker Creek	489
Wolf Creek	RU14	Roanoke River	663

