

MEMORANDUM OF UNDERSTANDING
MADISON COUNTY STORM WATER QUALITY PARTNERSHIP

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU," is entered into this _____ day of _____, _____, by and between Anderson University, the City of Alexandria, the City of Anderson, the Town of Chesterfield, East Central Indiana Solid Waste District, the Town of Edgewood, the Town of Ingalls, Madison County, hereinafter referred to as "County," Madison County Council of Governments, hereinafter referred to as "MCCOG," the Madison County Soil and Water Conservation District, hereinafter referred to as "Madison County SWCD," the Town of Pendleton, and White River Watchers Inc.

This MOU will provide mechanisms for effective coordination of all of the interests and concerns of the agencies involved in addressing 327 IAC 15-13 (Rule 13) Part C Storm Water Quality Management Plan minimum control measures including:

- Public Education and Outreach;
- Public Participation/Involvement;
- Illicit Discharge Detection and Elimination;
- Construction Site Runoff Control;
- Post-Construction Runoff Control; and
- Pollution Prevention/Good Housekeeping.

I. PARTIES

A. The following officials, or their representatives, are parties to this MOU (collectively "Parties"):

1. Anderson University
2. The City of Alexandria;
3. The City of Anderson;
4. The Town of Chesterfield;
5. East Central Indiana Solid Waste District;
6. The Town of Edgewood;
7. The Town of Ingalls;
8. The County;
9. MCCOG;
10. Madison County SWCD;
11. The Town of Pendleton; and
12. White River Watchers of Madison County

B. Collectively, the Parties may be referred to as the "Madison County Storm Water Quality Partnership" or the "MCSWQP" while carrying out the mission of this MOU.

II. BACKGROUND AND HISTORY OF RULE 13 - STORM WATER RUNOFF ASSOCIATED WITH MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) CONVEYANCES

A. 327 IAC 15-13 (Rule 13) is a storm water general permit rule. The rule applies to the portions of an urban federal, state, municipal, county, public or private entity storm water

conveyance system that are not combined with sewage conveyances. A regulated conveyance system includes roads with drains, municipal streets, catch basins, curbs, gutters, storm drains, piping, channels, ditches, tunnels and conduits.

- B. Indiana's rule became effective August 6, 2003. The State of Indiana has completed the designation criteria and listing of designated MS4 entities. The list was revised based on the new boundaries of the 2000 Census Bureau urbanized area maps. Some smaller entities were removed based on new allowances in the rule language.
- C. To provide an opportunity for the public to get involved in local storm water management programs, IDEM has compiled a listing of MS4 operators for all the entities permitted under Rule 13. This listing provides the name of the person responsible for the local program (as provided on the submitted NOI letter or amendments to the NOI letter), an address for that person, the names of all the designated MS4 entities covered under the general permit number, and the general permit number.
- D. The requirements for Rule 13 generally adheres to the federal recommendations found in 40 CFR 122.
- E. The purpose of this MOU is to provide a framework for coordination and cooperation among the Parties and for the implementation of the activities stated in this MOU. The Parties and their representatives recognize the importance of coordinating the plans and implementation of the required Minimum Control Measures within the affected MS4 area of designation:
 - 1. Public Education and Outreach
 - 2. Public Participation and Involvement
 - 3. Illicit Discharge Detection and Elimination
 - 4. Construction Site Storm Water Runoff Control
 - 5. Postconstruction Storm Water Runoff Control
 - 6. Municipal Operations Pollution Prevention and Good Housekeeping

III. POLICY STATEMENT

- A. Each Party to this MOU is responsible for ensuring that its obligations are met.
- B. Each Party agrees to maintain on the part of its staff a high level of cooperation with the other Party's staff to assure successful and effective coordination of storm water pollution prevention public education and outreach plans and implementation.
- C. The Parties may designate technical representatives to coordinate the Parties' activities relating to the implementation of this agreement.
- D. The technical representatives may be directed to conduct and oversee scientific and technical activities necessary to the coordination of projects.
- E. Each Party will bear its own costs in the performance of its duties and responsibilities under this MOU.

IV. AUTHORITY

- A. The Parties enter into this MOU in accordance with the authorities provided for each such agency by all applicable state and federal laws and regulations.

V. DUTIES AND RESPONSIBILITIES OF THE CITY OF ALEXANDRIA

- A. In accordance with applicable law, the City of Alexandria shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
 - 1. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
 - 2. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 - 3. Initiate a storm water awareness month during April throughout the County by passing a resolution.
 - 4. Issue a press release throughout the City of Alexandria announcing storm water quality activities/information.
 - 5. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 - 6. Provide written documentation to all other Parties for IDEM required reporting.
 - 7. Conduct public education and outreach activities to students in the Alexandria-Monroe School Corporation.
 - 8. Attend MCSWQP meetings.

VI. DUTIES AND RESPONSIBILITIES OF THE CITY OF ANDERSON

- A. In accordance with applicable law, the City of Anderson shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
 - 1. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
 - 2. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 - 3. Initiate a storm water awareness month during April throughout the County by passing a resolution.
 - 4. Issue a press release throughout the City of Anderson announcing storm water quality activities/information.
 - 5. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 - 6. Provide written documentation to all other Parties for Indiana Department of Environmental Management (IDEM) required reporting.
 - 7. Conduct public education and outreach activities to students in the Anderson Community School Corporation.
 - 8. Attend MCSWQP meetings.

VII. DUTIES AND RESPONSIBILITIES OF THE TOWN OF CHESTERFIELD

- A. In accordance with applicable law, the Town of Chesterfield shall coordinate, and, where

appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:

1. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
2. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
3. Initiate a storm water awareness month during April throughout the County by passing a resolution.
4. Issue a press release throughout the City of Chesterfield announcing storm water quality activities/information.
5. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
6. Provide written documentation to all other Parties for IDEM required reporting.
7. Attend MCSWQP meetings.

VIII. DUTIES AND RESPONSIBILITIES OF THE EAST CENTRAL INDIANA SOLID WASTE DISTRICT

In accordance with applicable law, the East Central Indiana Solid Waste District shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:

1. Assist the County with information/awareness sessions targeted at residents regarding storm water quality issues.
2. Initiate a storm water awareness month during April throughout the County.
3. Provide information to MCCOG to put on the www.mcstormwater.org website.
4. Provide written documentation to all other Parties.
5. Attend MCSWQP meetings.

IX. DUTIES AND RESPONSIBILITIES OF THE TOWN OF EDGEWOOD

A. In accordance with applicable law, the Town of Edgewood shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:

1. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
2. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
3. Initiate a storm water awareness month during April throughout the County by passing a resolution.
4. Issue a press release throughout the City of Edgewood announcing storm water quality activities/information.
5. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
6. Provide written documentation to all other Parties for IDEM required reporting.
7. Attend MCSWQP meetings.

X. DUTIES AND RESPONSIBILITIES OF THE TOWN OF INGALLS

- A. In accordance with applicable law, the Town of Ingalls shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
1. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
 2. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 3. Initiate a storm water awareness month during April throughout the County by passing a resolution.
 4. Issue a press release throughout the City of Ingalls announcing storm water quality activities/information.
 5. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 6. Provide written documentation to all other Parties for IDEM required reporting.
 7. Conduct public education and outreach activities to elementary students in the Town of Ingalls.
 8. Attend MCSWQP meetings.

XI. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- A. In accordance with applicable law, the County shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
1. Initiate a storm water awareness month during April throughout the County by passing a resolution.
 2. Sponsor radio commercials and cable educational events annually, during the month of April.
 3. Issue a press release throughout the County announcing storm water quality activities/information.
 4. Make available pamphlets and other educational materials related to storm water quality issues at the County Surveyor's office, the County Drainage Board Secretary's office, and the Board of Health Department office.
 5. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
 6. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 7. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 8. Provide written documentation to all other Parties for IDEM required reporting.
 9. Attend MCSWQP meetings.

XII. DUTIES AND RESPONSIBILITIES OF MCCOG

- A. In accordance with applicable law, MCCOG shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
1. Maintain a website. www.mcstormwater.org dedicated to the Storm Water Quality program, with access to a baseline knowledge survey.
 2. Provide written documentation to all other Parties.
 3. Appoint a person to act as Treasurer of this group.

4. Maintain adequate accounting.
5. Collect and disperse funding as approved by the parties.
6. Attend MCSWQP meetings.

XIII. DUTIES AND RESPONSIBILITIES OF THE MADISON COUNTY SWCD

- A. In accordance with applicable law, the Madison County SWCD shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
 1. Assist the County with information/awareness sessions targeted at residents regarding storm water quality issues.
 2. Initiate a storm water awareness month during April throughout the County.
 3. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 4. Provide written documentation to all other Parties.
 5. Attend MCSWQP meetings.

XIV. DUTIES AND RESPONSIBILITIES OF THE TOWN OF PENDLETON

- A. In accordance with applicable law, the Town of Pendleton shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
 1. Administer a membership fee to the MCCOG as discussed in Section XVII.E.
 2. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 3. Initiate a storm water awareness month during April throughout the County by passing a resolution.
 4. Issue a press release throughout the City of Pendleton announcing storm water quality activities/information.
 5. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 6. Provide written documentation to all other Parties for IDEM required reporting.
 7. Conduct public education and outreach activities to South Madison School Corporation except those students covered by the Town of Ingalls
 8. Attend MCSWQP meetings.

XV. DUTIES AND RESPONSIBILITIES OF ANDERSON UNIVERSITY

- A. In accordance with applicable law, Anderson University shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
 1. Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 2. Initiate a storm water awareness month during April throughout the County by passing a resolution.
 3. Issue a press release to an Anderson University periodical announcing storm water quality activities/information.
 4. Provide information to MCCOG to be posted on the www.mcstormwater.org

- website.
- 5. Provide written documentation to all other Parties for IDEM required reporting.
- 6. Conduct activities and “in kind” services for storm water quality.
- 7. Attend MCSWQP meetings.

XVI. DUTIES AND RESPONSIBILITIES OF WHITE RIVER WATCHERS INC.

- A. In accordance with applicable law, the White River Watchers Inc. shall coordinate, and, where appropriate, carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:
 - 1. Initiate a storm water awareness month during April throughout the County.
 - 2. Provide written documentation to all other Parties for IDEM required reporting Assist the MCSWQP with information/awareness sessions targeted at residents regarding storm water quality issues.
 - 3. Provide information to MCCOG to be posted on the www.mcstormwater.org website.
 - 4. Conduct activities and “in kind” services for storm water quality.
 - 5. Coordinate all activities involved in addressing Indiana Rule 13.

XVII. VOTING AND FINANCIAL COMMITMENTS

- A. For general administrative and election purposes (i.e, meeting minute approval), each party has one vote which can be made by any representative of the party. Votes may only be taken if a quorum is present and votes. For purposes of this MOU, a quorum is defined as greater than half of the parties.
- B. For the period of the MOU, a president, vice president, and secretary will be elected at the first quarterly meeting with a quorum following the MOU. The treasurer will be a representative from MCCOG. Only one office is allowed per party. If the office of president is vacated, it will be automatically filled with the vice president. If any other office is vacated, it will be filled by election at the next quarterly meeting with a quorum.
- C. For fiduciary purposes, parties are described as “Members” or “Associate Members.” Only Members are permitted votes involving expenditures. Members are listed in the table below with the number of votes and the percentage of expenditures for which they will be responsible. All others are Associate Members. Votes that commit financial resources will require a two-thirds majority vote. A minimum of 10 votes is required for a quorum.
- D. MCCOG will receive and distribute all funds related to this section. All funds collected shall only be used for storm water quality management planning in accordance with Rule 13 requirements.
- E. An annual membership fee shall be paid to MCCOG by all Members. The membership fee shall be based on the percentage of the total annual budget. The Parties hereto agree that that annual budget shall be \$10,000.00. This annual expenditure shall not be exceeded without a unanimous vote from all Members. Based on this approved budget amount, the annual membership fee per member is listed in the table below. Any remaining funds at the end of a calendar year shall be carried over and used for storm

water quality management planning in future years.

- F. Voting percentage shall only be based on official Census population data. Projected or estimated population data shall not be used. The voting percentage below is based on the 2000 Census data and shall be revised as official 2010 Census population data becomes available.

Members	2000 Population	Percentage	Number of Votes	Annual Membership Fee
Alexandria	6,260	4.7%	1	\$470.00
Anderson (includes Anderson University)	59,734	44.8%	4	\$4,480.00
Chesterfield	2,961	2.2%	1	\$220.00
Edgewood	1,988	1.5%	1	\$150.00
Ingalls	1,168	0.9%	1	\$90.00
Pendleton	3,873	2.9%	1	\$290.00
Madison County	57,374	43.0%	4	\$4,300.00

XVIII. OFFICER DUTIES

- A. The president shall:
1. Represent the section before the public and preside at meetings of the section and its executive council;
 2. Appoint the chairs of all committees, with the approval of the executive council, except the chair of the nominating committee;
 3. Approve the appointment of all committee members, except the members of the nominating committee;
 4. Coordinate activities and execute the business and policies of the section between meetings;
 5. Review and approve the year-end financial report;
 6. Provide oversight and guidance to the committee chairs as assigned, and
 7. Perform other duties normally associated with the office of president or as may be assigned by the executive council or the governance documents.
- B. The vice president shall:
1. Assume the duties of the president if the president is temporarily unable to serve;
 2. Provide oversight and guidance to the committee chairs as assigned; and
 3. Perform such other duties as may be assigned by the president, the executive council, or the governance documents.
- C. The secretary shall:
1. Maintain the records of the MCSWQP;
 2. Provide oversight and guidance to the committee chairs as assigned; and
 3. Perform other duties normally associated with the office of secretary or as may be assigned by the president, the executive council, or the governance documents.

- D. The treasurer shall:
 - 1. Be responsible for the collection, distribution, and safekeeping of MCSWQP funds;
 - 2. Prepare, maintain, and report as directed on the financial position of the section in relation to the approved budget;
 - 3. Submit a financial report to the MCSWQP in accordance with established procedures;
 - 4. Submit to an audit of Treasury records by the executive council, or its authorized representative;
 - 5. Provide oversight and guidance to the committee chairs as assigned; and
 - 6. Perform other duties normally associated with the office of treasurer or as may be assigned by the president, the executive council, or the governance documents.

- E. Executive Council
 - 1. The executive council is comprised of the president, vice president, and secretary, each with one vote.

XIX. DISPUTE RESOLUTION

- A. In the event of a dispute involving any decisions under this MOU, the Parties shall promptly attempt to resolve the dispute through good faith discussions. If necessary, the Parties may establish other mechanisms by which disputes may be resolved.

XX. MODIFICATION AND TERMINATION

- A. This MOU may be modified or terminated only by the mutual written agreement of the Parties.
- B. In the event of withdrawal by any Party pursuant to the preceding paragraph, this MOU shall remain in full force and effect for the remaining Parties.

XXI. LIMITATION

- A. Nothing in this MOU shall be construed as obligating either Party for responsibilities other than specifically mentioned in this MOU
- B. Nothing in this MOU shall be construed as creating any rights to third party challenges, appeals, or causes of action.

XXII. EXECUTION AND EFFECTIVE DATE

- A. This MOU may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute an original MOU.
- B. The effective date of this MOU shall be the date of the signature of the last Party to sign.
- C. This MOU relates only to rules and regulations pertaining to Phase II of the NPDES Storm Water Permit Program and the Rule 13. Nothing in this MOU shall be construed

to affect in any way any of the Parties' authorities, rights, duties, or responsibilities under any statutory or regulatory authorities or common law.

- D. This MOU shall in no way commit a Party to a co-permittee agreement. Each designated entity shall be responsible for obtaining and implementing separate permits in accordance with Rule 13.
- E. Nothing in this MOU shall be construed to create, either expressly or by implication, the relationship of agency among the Parties. No Party is authorized to represent or act on behalf of any other Party in any matter relating to the subject matter of this MOU. No Party shall be liable for the contracts, acts, errors, or omissions of the agents, employees, or contractors of any other Party with respect to, or in performance of, the actions contemplated by this MOU.
- F. Except as provided in Section VIII regarding Modification and Termination, this MOU will remain in effect for four years and is renewable.
- G. By the signature pages that follow, the Parties hereby acknowledge the foregoing terms and condition of their understanding.

City of Alexandria

By:

Jack Woods

Signature

September 21, 2011

Date

Mayor

Title

Witnessed by:

Lynne A. King

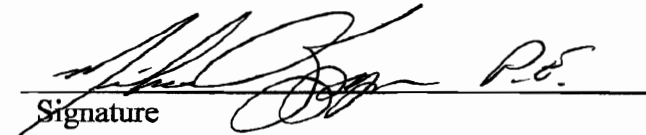
Signature

9-21-11

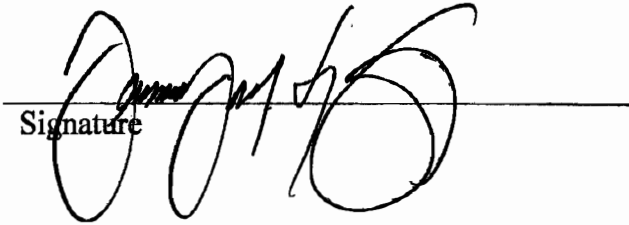
Date

City of Anderson

By:

 P.O.
Signature 3/21/11
Date
City Engineer
Title

Witnessed by:


Signature 3-21-11
Date

Anderson University

By: Joseph M. Rayer 12-13-10
Signature Date
EXEC DIRECTOR OF FACILITIES
Title

Witnessed by: Beth Sample 12-13-10
Signature Date

Town of Chesterfield

By:

Ron Brunker

Signature

May 1, 2011

Date

Council President

Title

Witnessed by:

Candy S. Bennett

Signature

5-1-2011

Date

Town of Edgewood

By:

[Handwritten Signature]
Signature

[Handwritten Date]
Date

[Handwritten Title]
Title

Witnessed by:

[Handwritten Signature]
Signature

[Handwritten Date]
Date

Town of Ingalls

By:



Signature

9-28-2011
Date

Town Manager
Title

Witnessed by:



Signature

9/28/11
Date

MCCOG

By:

Janet L. Bridger
Signature
EXECUTIVE DIRECTOR
Title

12/13/2010
Date

Witnessed by:

[Signature]
Signature

12.13.10
Date

Madison County SWCD

By:

Joseph Brasen 12/14/10
Signature Date

Board of Supervisor Chairman
Title

Witnessed by:

Steph Adell 12/14/10
Signature Date

