



MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) NOTICE OF INTENT (NOI)

State Form 51270 (R5 / 3-22)
Form Approved by State Board of Accounts, 2003
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

NOTE:

- This form must be used to apply for a general NPDES permit to obtain permit coverage under the MS4 General Permit MS4 GP - (INR040000)
- Please type or print in ink.
- Return this form, required addenda, and payment by mail to the IDEM Stormwater Program at the address listed below.

IDEM, Stormwater Program
100 North Senate Avenue
IGCN Rm 1255
Indianapolis, IN 46204-2251

For questions regarding this form, contact:

Phone: (317) 234-1601 or
(800) 451-6027, ext. 41601 (within Indiana)

Stormwater Program Email: Stormwat@idem.IN.gov

Web Access:

<http://www.in.gov/idem> (Search for Stormwater)

MS4 General Permit (MS4GP) may be obtained at:

<https://www.in.gov/idem/stormwater/municipal-separate-storm-sewer-systems-ms4/>

APPLICABILITY**Permit coverage under the MS4 General Permit applies to all entities that:**

- (1) Are not required to obtain an individual NPDES permit under 327 IAC 15-2-9(b)
- (2) Meet the general permit rule applicability requirements under 327 IAC 15-2-3
- (3) Do not have coverage under an individual MS4 permit; and
- (4) Operate, maintain, or otherwise have responsibility for an MS4 conveyance within a designated MS4 area.

APPLICATION TYPE (check one)

☐ Initial NOI

☒ Renewal NOI

• NPDES Number: INR040014

☐ Amended NOI

• NPDES Number:

Part A: GENERAL INFORMATION FOR PRIMARY MS4 OPERATOR

| | | |
|--|------------------------|-----------------|
| (1) MS4 Name (Primary): | Town of Pendleton | County: Madison |
| (2) Operator Name (Individual): | First: Chett | Last: Babb |
| (3) Operator Title: | Town Council President | |
| (4) Mailing Address and Contact Information: | | |
| Address 1: 100 West State Street | | |
| Address 2: P.O. Box 230 | | |
| City: Pendleton | | |
| State: Indiana | | |
| Zip: 46064 | | |
| Phone: (765) 778-2173 | | |
| Cell Phone: | | |
| Email: | | |

Part B: MS4 COORDINATOR (MS4 Listed in Part A)

| | | | |
|--|--------------|-------------|--|
| (1) Is the MS4 Coordinator the same person as the MS4 Operator listed in Part A? | | | |
| <input type="checkbox"/> Yes (Do not complete items 2 through 5) <input checked="" type="checkbox"/> No (Complete Items 2 through 5) | | | |
| (2) Name of MS4 or Name of Company: Town of Pendleton | | | |
| (3) Contact Name (Individual): | First: Scott | Last: Reske | |
| (4) Contact Title: | Town Manager | | |
| (5) Mailing Address and Contact Information: | | | |
| Address 1: 100 W State Street | | | |
| Address 2: P.O. Box 230 | | | |
| City: Pendleton | | | |
| State: Indiana | | | |
| Zip: 46064 | | | |
| Phone: (765) 778-2173 | | | |
| Cell Phone: | | | |
| Email: sreske@town.pendleton.us | | | |

PART C: OTHER CONTACTS

Application Preparer:

(Complete Items (1) and (2) below and only complete Item (3) if different than the information listed in Part A or Part B)

- (1) Contact Name (Individual): First Name: Andrew Last Name: Utz
- (2) MS4 or Company Name: Commonwealth Engineers, Inc.
- (3) Mailing Address and Contact Information:
Address 1: 6325 Digital Way
Address 2: Suite 101 City: Indianapolis State: IN Zip: 46278
Phone: (463) 900-1177 Cell Phone: Email: autz@contactcei.com

Consultant:

- ☐ Not Applicable
- ☒ The MS4 has retained a consultant to assist with the program
(Complete Items (1) through (3) if different than the information listed for the Application Preparer)

- (1) Contact Name: (Individual): First Name: Last Name:
- (2) Company Name:
- (3) Mailing Address and Contact Information:
Address 1:
Address 2: City: State: State Abbreviation: Zip:
Phone: Cell Phone: Email:

PART D: MS4 GENERAL INFORMATION (Primary Permittee Only (Co-permittees will provide in Appendix A))

- (1) Primary Receiving Water: Fall Creek
- (2) Coverage Area (Acres): 3,962
- (3) Population: 4,717
- (4) Funding Sources: Stormwater Fee
- (5) Stormwater Fees: A Stormwater User fee of \$12.00 per ERU per month
☐ Not Applicable
☒ Yes, the fees are based on or calculated on (provide a brief description):

(6) Administration of the Minimum Control Measures:

| Minimum Control Measure | Primary MS4 will Administer | Another MS4 (List Entity) will Administer | A Third Party (List Entity) will Administer | Legally Binding Agreement |
|-------------------------|---|---|---|---|
| Public Education | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Madison County Stormwater Quality Partnership | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Public Involvement | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Madison County Stormwater Quality Partnership | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Illicit Discharge | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Construction | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Madison Co. SWCD | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Post-construction | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Madison Co. SWCD | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Good Housekeeping | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

PART E: MS4 CO-PERMITTEE INFORMATION

(1) Is the MS4 listed as Primary applying for permit coverage that will include co-permittees?

☐ Yes (*List the MS4 entities below*) ☒ No (*Proceed to Part F*)

| | |
|-----|-----|
| (a) | (f) |
| (b) | (g) |
| (c) | (h) |
| (d) | (i) |
| (e) | (j) |

Part F: GENERAL DISCHARGE INFORMATION FOR MS4 ENTITIES

(1) **Hydrologic Unit Codes (12 Digit) associated with the MS4 area including those associated with co-permittees.**
(*Attach separate sheets as necessary.*)

| Hydrologic Unit Code (12 Digit) | Name of MS4 or MS4s |
|---------------------------------|---------------------|
| (a) 051202010806 | Town of Pendleton |
| (b) 051202010808 | Town of Pendleton |
| (c) 051202010804 | Town of Pendleton |
| (d) | |
| (e) | |
| (f) | |
| (g) | |
| (h) | |

(2) **Primary Hydrologic Unit Code selected from the list above:**

(3) **Receiving Waters:** List all separate stormwater system outfall receiving waters. The receiving waters must represent all entities seeking coverage under this NOI. (*Attach separate sheets as necessary.*)

| Receiving Water | | Approved TMDL (<i>Name the TMDL</i>) | Identify if the Water is on the current 303d (<i>List Impairments Below</i>) |
|-----------------|---------------|--|--|
| (a) | Fall Creek | West Fork White River, Muncie to Hamilton-Marion County Line | E. Coli, Impaired Biotic Communities, FCA for PCBs |
| (b) | Foster Branch | | E. Coli, Impaired Biotic Communities, FCA for PCBs |
| (c) | Prairie Creek | | E. Coli, Impaired Biotic Communities, FCA for PCBs |
| (d) | | | |
| (e) | | | |
| (f) | | | |
| (g) | | | |
| (h) | | | |
| (i) | | | |
| (j) | | | |
| (k) | | | |
| (l) | | | |
| (m) | | | |
| (n) | | | |
| (o) | | | |
| (p) | | | |

(4) Do any outfalls within the MS4 discharge to another MS4 conveyance?

(These conveyances may either be regulated or non-regulated under the MS4 General Permit.)

☐ Yes ☒ No

If yes, provide the name of the responsible MS4 entity for the storm system and provide the name of the initial receiving water.

| Outfall Discharges Directly to a MS4 (List the MS4): | Initial Receiving Water |
|--|-------------------------|
| (a) | |
| (b) | |
| (c) | |
| (d) | |

Part G: Public Notification

The designated entities have notified the public of their intent to submit an application to IDEM to obtain permit coverage as a MS4. The notification was achieved by one of the two options below *(select the option utilized)*:

- ☒ A notification was placed on the MS4 web page or community calendar for 30 days prior to submittal of the NOI. The notification included the information required in the MS4GP as required by 6.1 (b)(2).
- ☐ A notification was placed on a local newspaper of general circulation for a minimum of one (1) day. The notification included the information required in the MS4GP as required by 6.1 (b)(2).

Part H: INFORMATION TO BE SUBMITTED WITH THE NOI

In addition to the information in Parts A through G and applicable appendices a MS4 operator must provide:

- (1) Proof that a notice was posted to the MS4 web page / community calendar or in a newspaper with the greatest circulation in the affected MS4 area.
- (2) Application Fee (the MS4 Operator shall pay a fee in accordance with IC 13-18-20-12 and Section 6.4 and 6.5 of the MS4GP).
- (3) Certification that appropriate legally-binding agreements or contracts between MS4 entities have been obtained.

Part I: CERTIFICATION AND SIGNATURE

The Primary MS4 Operator listed in Part A must sign the following certification statement:

I swear or affirm under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified in IC 13-30-10, that the statements and representations in this notification are true, accurate, and complete.

"I hereby certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Type or print Operator Name: Chet Babb

Signature of Operator: Chet W. Babb

Date: 6/3/2022

(mm/dd/year)

The NOI must be signed by an individual who has the appropriate signatory authority as required by 40 CFR 122.22. Wet ink signatures are required.

Appendix A: Co-permittees (Complete this form for each Co-Permittee)

(1) Name of MS4 Co-Permittee:

MS4 Operator (An individual): First: _____ Last: _____ Title: _____
 Address 1: _____
 Address 2: _____ City: _____ State: Indiana Zip: _____
 Phone: _____ Cell Phone: _____ Email: _____
 MS4 Coordinator (An individual): First: _____ Last: _____ Title: _____
 Address 1: _____
 Address 2: _____ City: _____ State: Indiana Zip: _____
 Phone: _____ Cell Phone: _____ Email: _____

(2) MS4 Information for Co-permittee:

MS4 (Co-permittee) Population: _____
 MS4 (Co-Permittee) Primary Receiving Water: _____
 Funding Sources: _____
 Does the MS4 have a Stormwater Fee: ☐ Yes ☐ No
 If Yes, provide a general description of how the fee is calculated (*i.e. impervious surface, etcetera*) _____

(3) Administration of the Minimum Control Measure:

| Minimum Control Measure | Co-Permittee Listed Above will Administer | Another MS4 (List Entity) will Administer | A Third Party (List Entity) will Administer | Legally Binding Agreement |
|---------------------------|--|---|---|--|
| Public Education | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Public Involvement | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Illicit Discharge | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Construction | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Post-construction | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Good Housekeeping | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

(4) Co-permittee Certification:

I swear or affirm under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified in IC 13-30-10, that the statements and representations in this notification are true, accurate, and complete.

I hereby certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Type or Print MS4 Operator Name: _____

Signature of MS4 Operator (co-Permittee): _____ Date: _____

The NOI must be signed by an individual who has the appropriate signatory authority as required by 40 CFR 122.22. Wet ink signatures are required. (mm/dd/year)

| Appendix B: Additional Program Contacts Administering Minimum Control Measures (Optional) (Add additional Pages as needed) | |
|--|---|
| MS4 Representative | Administering the Following MCMs |
| Name (Individual): First Name: Brandi Last Name: Frazier MS4 or Company Name: Madison County Soil and Water Conservation District Address: 182 W 300 N City: Anderson State: Indiana Zip: 46012 Phone: (765) 644-4249 Cell Phone: Email: brandi.frazier@in.nacdnet.net | <input type="checkbox"/> Public Education <input type="checkbox"/> Public Involvement <input type="checkbox"/> Illicit Discharge <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Post-Construction <input type="checkbox"/> Good Housekeeping |
| Name (Individual): First Name: Last Name: MS4 or Company Name: Madison County Stormwater Quality Partnership Address: City: State: Zip: Phone: Cell Phone: Email: | <input checked="" type="checkbox"/> Public Education <input checked="" type="checkbox"/> Public Involvement <input type="checkbox"/> Illicit Discharge <input type="checkbox"/> Construction <input type="checkbox"/> Post-Construction <input type="checkbox"/> Good Housekeeping |
| Name (Individual): First Name: Last Name: MS4 or Company Name: Address: City: State: Zip: Phone: Cell Phone: Email: | <input type="checkbox"/> Public Education <input type="checkbox"/> Public Involvement <input type="checkbox"/> Illicit Discharge <input type="checkbox"/> Construction <input type="checkbox"/> Post-Construction <input type="checkbox"/> Good Housekeeping |
| Name (Individual): First Name: Last Name: MS4 or Company Name: Address: City: State: Zip: Phone: Cell Phone: Email: | <input type="checkbox"/> Public Education <input type="checkbox"/> Public Involvement <input type="checkbox"/> Illicit Discharge <input type="checkbox"/> Construction <input type="checkbox"/> Post-Construction <input type="checkbox"/> Good Housekeeping |
| Name (Individual): First Name: Last Name: MS4 or Company Name: Address: City: State: Zip: Phone: Cell Phone: Email: | <input type="checkbox"/> Public Education <input type="checkbox"/> Public Involvement <input type="checkbox"/> Illicit Discharge <input type="checkbox"/> Construction <input type="checkbox"/> Post-Construction <input type="checkbox"/> Good Housekeeping |
| Name (Individual): First Name: Last Name: MS4 or Company Name: Address: City: State: Zip: Phone: Cell Phone: Email: | <input type="checkbox"/> Public Education <input type="checkbox"/> Public Involvement <input type="checkbox"/> Illicit Discharge <input type="checkbox"/> Construction <input type="checkbox"/> Post-Construction <input type="checkbox"/> Good Housekeeping |



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MS4 General Permit Notice of Intent

POSTED ON: JUNE 3, 2022 - 1:17PM

Statement

The Town of Pendleton (100 W State Street, PO Box 230, Pendleton, IN 46064) intends to discharge stormwater into the Foster Branch (HUC12 051202010806), Flatfork Creek-Fall Creek (HUC12 051202010808), and Prairie Creek-Fall Creek (HUC12 051202010804) and is submitting a Notice of Intent to notify the Indiana Department of Environmental Management of the MS4 entity's intent to comply with the requirements of the MS4 General Permit to discharge stormwater run-off. Please contact Scott Reske (sreske@town.pendleton.us) with any questions related to the MS4 General Permit.

Attachment

Size

 [ms4_permit_2022_noi.pdf](#)

147.95 KB



PURCHASE RECEIPT

IDEM
100 N Senate Avenue
Indianapolis IN 46204
(317)234-3099
billing@idem.IN.gov
OTC Local Ref ID: 71735482
6/28/2022 03:43 PM

If you have any questions, please email us at billing@idem.IN.gov.

This acknowledges receipt of your payment. Thank you.

| | |
|---------------------|-----------------|
| Status: | APPROVED |
| Customer Name: | Brady M Dryer |
| Type: | Visa |
| Credit Card Number: | **** * 4913 |

| Items | Quantity | TPE Order ID | Total Amount |
|--|----------|--------------|--------------|
| Storm Water MS4 | 1 | 160155108 | \$50.00 |
| Company Name: Town of Pendleton | | | |
| Permit Number: INR040014 | | | |
| Total remitted to the IDEM | | | \$50.00 |
| INGov total amount charged | | | \$52.00 |

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 the interests and concerns of the agencies involved in addressing Municipal Separate Storm Sewer System General Permit (MS4GP) Public Education, Outreach, Participation, and Involvement requirements:

I. PARTIES

- A. The following officials, or their representatives, are parties to this MOU (collectively "Parties") and each party is designated as a Member or Associate Member as referenced in Section VI:
1. The City of Alexandria (Member)
 2. The City of Anderson (Member)
 3. Anderson University (Member)
 4. The Town of Chesterfield (Member)
 5. The Town of Edgewood (Member)
 6. The Town of Ingalls (Member)
 7. The Town of Pendleton (Member)
 8. Madison County (Member)
 9. Madison County Council of Governments (MCCOG) (Associate Member)
 10. Madison County SWCD (Associate Member)
 11. White River Watchers of Madison County (Associate Member)
 12. East Central Indiana Solid Waste District (Associate Member)
- 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 with the exception of the maintenance of the MCSWQP website as further described in V.C.2.

II. BACKGROUND AND HISTORY – STORM WATER RUNOFF ASSOCIATED WITH MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) CONVEYANCES

- A. 327 IAC 15-13 (Rule 13) was the previous storm water general permit rule and adhered to 40 CFR 122. In compliance with the provisions of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq., the "Act"), Title 13 of the Indiana Code, Articles 5 and 15 of Title 327 the Indiana Administrative Code, and

regulations adopted by the Environmental Rules Board (ERB), the Indiana Department of Environmental Management (IDEM) issued the National Pollutant Discharge Elimination System (NPDES) MS4GP on December 9, 2021 to regulate discharges of stormwater from designated MS4 entities into waters of the State of Indiana. The MS4GP was effective on December 18, 2021, and will expire on December 17, 2026.

- B. The MS4GP 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.
- C. 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 MS4GP Public Education, Outreach, Participation, and Involvement requirements.

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 MS4GP Public Education, Outreach, Participation, and Involvement implementation requirements.
- C. The Parties must designate technical representatives (i.e. MS4 coordinator, staff, consultants, etc.) to coordinate the Parties' activities relating to the implementation of this agreement and shall exercise voting rights.
- D. Voting rights for both fiduciary and non-fiduciary matters shall be designated to a technical representative or others as designated by the Parties.
- E. The technical representatives may be directed to conduct and oversee scientific and technical activities necessary to the coordination of projects.
- F. 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

- A. In accordance with applicable law, the CITY OF ALEXANDRIA, CITY OF ANDERSON, TOWN OF CHESTERFIELD, TOWN OF EDGEWOOD, TOWN OF INGALLS, TOWN OF PENDLETON,

ANDERSON UNIVERSITY and MADISON COUNTY shall be designated as Members in accordance with Section VI and shall coordinate, where appropriate, to carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:

1. Attend MCSWQP Meetings.
2. Administer a membership fee to the MCCOG as discussed in Section VI.G.
3. Assist in the identification of target constituents and develop and/or update a plan for public education and involvement.
4. Assist in the identification of least three (3) community wide stormwater quality issues in the first year of permit coverage targeting one to each of the following groups: a) Construction, b) Residential, and c) Commercial and industrial.
5. Assist in the planning and participate in two (2) public events annually.
6. Assist in the development of educational materials for distribution and outreach opportunities for constituents.
7. Assist in the planning and implementation of annual training for builders, developers, contractors, engineers, etc. related to the construction site run-off and post-construction MCMs.
8. Assist in the development and implementation of a program for educating public employees, schools, businesses, and the general public about illicit discharges and improper disposal of waste. The educational effort must include but is not limited to informational brochures and guidance documents that target specific audiences and an outreach plan for distribution of educational materials.
9. Assist the MCSWQP in updating the MCSWQP website in accordance with the MS4GP Public Education, Outreach, Participation, and Involvement requirements.

B. In accordance with applicable law, the, EAST CENTRAL INDIANA SOLID WASTE DISTRICT, MADISON COUNTY SWCD, and WHITE RIVER WATCHERS, INC. shall be designated as Associate Members in accordance with Section VI. and shall coordinate, where appropriate, to carry out all matters under this MOU including, but not limited to, the following duties and responsibilities:

1. Attend MCSWQP Meetings.
2. Assist in the identification of target constituents and develop and/or update a plan for public education and involvement.
3. Assist in the identification of least three (3) community wide stormwater quality issues in the first year of permit coverage targeting one to each of the following groups: a) Construction, b) Residential, and c) Commercial and industrial.
4. Assist in the planning and participate in two (2) public events annually.
5. Assist in the development of educational materials for distribution and outreach opportunities for constituents.
6. Assist in the planning and implementation of annual training for builders, developers, contractors, engineers, etc. related to the construction site run-off and post-construction MCMs.
7. Assist in the development and implementation of a program for educating public employees, schools, businesses, and the general public about illicit discharges

and improper disposal of waste. The educational effort must include but is not limited to informational brochures and guidance documents that target specific audiences and an outreach plan for distribution of educational materials.

8. Assist the MCSWQP in updating the MCSWQP website in accordance with the MS4GP Public Education, Outreach, Participation, and Involvement requirements.
- C. 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. Attend MCSWQP meetings.
 2. Maintain a website. www.mcstormwater.org dedicated to the MCSWQP in accordance with the MS4GP Public Education, Outreach, Participation, and Involvement requirements. Fees associated with website maintenance shall be deducted from the annual membership fees described in Section VI.G.
 3. Provide financial documentation to all other Parties for IDEM reporting.
 4. Appoint a person to act as **Treasurer** of this group.
 5. Maintain adequate accounting.
 6. Collect and disperse funding as approved by the Parties.

VI. VOTING AND FINANCIAL COMMITMENTS

- A. For general administrative and election purposes (i.e., meeting minute approval), each Party has one vote and voting rights must be designated by the Party through the agreement. 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. When necessary, voting may also be conducted via electronic mail.
- B. A president, vice president, and secretary will be elected annually at the first quarterly meeting of the calendar year with a quorum following the MOU. Both “Members” and “Associate Members” may serve as president, vice-president, and/or secretary. 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. Members and Associate Members must appoint a Technical Representative (i.e. MS4 coordinator, staff, consultants, etc.) and a Voting Member on the MCSWQP MOU Signature Page as described in Section XI. Execution and Effective Date. The same person may be appointed to fulfill these roles for each Party.
- D. For fiduciary purposes, Parties are described as “Members” or “Associate Members.” Only Members are permitted votes involving expenditures and Members must also appoint a Fiduciary Representative on the MCSWQP MOU Signature Page as described in Section XI. Execution and Effective Date. 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 in excess of \$3,000 will require a two-thirds majority vote. A minimum of 7 **votes** is required for a quorum. When necessary, voting may also be conducted via electronic mail.

- E. MCCOG will receive and distribute all funds related to this section. All funds collected shall only be used for meeting MS4GP Public Education, Outreach, Participation, and Involvement requirements.
- F. 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 the 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 to the following year.
- G. 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 2020 Census data.

| Members | 2020 Population | Percentage | Number of Votes | Annual Membership Fee |
|---|------------------------|-------------------|------------------------|------------------------------|
| Alexandria | 5,149 | 4.45% | 1 | \$445.00 |
| Anderson (includes Anderson University) | 55,003 | 47.49% | 4 | \$4,749.00 |
| Chesterfield | 2,490 | 2.15% | 1 | \$215.00 |
| Edgewood | 2,053 | 1.78% | 1 | \$178.00 |
| Ingalls | 2,223 | 1.92% | 1 | \$192.00 |
| Pendleton | 4,717 | 4.07% | 1 | \$407.00 |
| Madison County | 44,182 | 38.14% | 4 | \$3,814.00 |

VII. 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 uploaded to an online document portal,
 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.
- C. This MOU may remain in effect following the expiration of the current MS4GP on December 17, 2026, and anticipated effective date of the subsequent MS4GP on December 18, 2026. The Parties may opt to review and revise this MOU based on any modifications to State or Federal interpretations of MS4GP Public Education, Outreach, Participation, and Involvement compliance or requirements in future MS4GP permits.
- D. This MOU relates only to rules and regulations pertaining to the MS4GP Public Education, Outreach, Participation and Involvement. 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.
- E. This MOU shall in no way commit a Party to a co-permittee agreement. Each designated entity shall be responsible for obtaining and implementing the MS4GP requirements separately, with the exception of the MS4GP Public Education, Outreach, Participation and Involvement requirements.
- F. 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.
- G. Except as provided in Section IX regarding Modification and Termination, this MOU will remain in effect for **five years** and is renewable. Each Party must **annually** complete and submit its respective signature page to the MCSWQP executive board so that the Technical Representative (i.e., MS4 coordinator, staff, consultants, etc.), Voting Member and Fiduciary Representative (if applicable) contact information is updated to ensure that Party representatives are provided the opportunity to participate.
- H. By the signature pages that follow, the Parties hereby acknowledge the foregoing terms and condition of their understanding.

**MEMORANDUM OF UNDERSTANDING
MADISON COUNTY STORM WATER QUALITY PARTNERSHIP
Executed Member Signature Page**

Town of Pendleton

By:

Scott Resko
Signature

27-JUN 22
Date

Town Manager
Title

Witnessed by:

Danise McKeel
Signature

June 27, 2022
Date

Designated Technical Representative

Name: James Cook
Title: Stormwater Supervisor
Email: JCook@town.pendleton.or.us
Phone: 765-208-0097

Voting Member

Name: James Cook
Title: Stormwater
Email: JCook@town.pendleton.or.us
Phone: 765-208-0097

Fiduciary Representative

Name: Scott Resko
Title: Town Manager
Email: SResko@town.pendleton.or.us
Phone: 765-356-1764