

Memorandum of Agreement - MTSU and City of Murfreesboro – MS4 Permittees

WHEREAS, MTSU and the City of Murfreesboro are both recognized as regulated municipal separate storm sewer systems;

WHEREAS the City of Murfreesboro has received Notice of Coverage (no. TNS075469) under the State's NPDES general permit for MS4s, and has maintained coverage from July, 2003, until the present, has filed annual reports to the State, and has been in substantial compliance with the NPDES general permit;

WHEREAS Middle Tennessee State University has not filed a Notice of Intent or received a Notice of Coverage under the State's NPDES general permit for MS4s;

WHEREAS the federal rules and the Tennessee NPDES General Permit for Phase II MS4s provide the option for co-permittees;

WHEREAS the MTSU main campus lies within the boundaries of the City of Murfreesboro;

WHEREAS the City can serve MTSU in complying with Phase II permitting requirements; e.g., storm sewer and sanitary sewer maintenance activities; storm water mapping technology; a land disturbance permitting regulatory mechanism; recordkeeping and reporting systems;

WHEREAS, MTSU has staff and students with expertise which may contribute to the MS4 program requirements; and

WHEREAS the City assesses MTSU a storm water user fee for storm water services;

Now therefore, MTSU and the City of Murfreesboro, Tennessee, Agree as follows:

- i. MTSU will seek co-permittee status with the City of Murfreesboro under the State of Tennessee, Department of Environment and Conservation, NPDES General Permit NPDES No. TNS000000; the City will provide certain administrative assistance to MTSU in the filing of a Notice of Intent (NOI) to the State;
- ii. The City will include MTSU in its storm sewer cleaning services plan;
- iii. MTSU will upon request assist the City in technical review in program areas such as pervious pavement, rain gardens and other unusual storm water management systems; stream monitoring and biomonitoring; post-construction storm water quality requirements;
- iv. Nothing in this Memorandum of Agreement can change MTSU's legal status as a State entity. City recognizes that MTSU retains its sovereign immunity as a matter of state law from City regulation;
- v. MTSU shall not be held liable by City for the violation of a City stormwater standard by an entity other than MTSU;

- vi. The City will file the MS4 annual reports to the State, including MTSU activities, after the State recognizes MTSU and the City as co-permittees;
- vii. Recognizing MTSU's minimum responsibility is limited by the boundaries of the campus, the City and MTSU will participate in managing the six minimum measures of the Stormwater Management Program as established by the joint NPDES General Permit.

The Minimum Measures are as follows:

Public Education and Outreach on Stormwater Impacts –MTSU will offer the support of its resources including the Center of Environmental Education, university committees and the Office of News and Public Affairs to provide public education and outreach to the university community and such programs will be open to the community in general and to assist in developing programs for other audiences.

Public Involvement and Participation - MTSU will offer opportunities for public involvement and participation to the university community and such programs will be open to the community in general.

Illicit Discharge Detection and Elimination – MTSU's office of Environment, Health and Safety will perform inspections on the campus of MTSU on a regular basis for the purpose of detecting illicit discharges and the elimination of said discharges per the terms, conditions and procedures as found in the City's illicit discharge and detection program. The City will monitor and advise as to the effectiveness and compliance of the detection and elimination of illicit discharges.

Construction Site Runoff Control - MTSU will implement the terms, conditions and procedures as found in the City's construction site runoff control program and the City will monitor and advise as to effectiveness and compliance of Best Management Practices (BMP),

Post-Construction Stormwater Management in New Development and Redevelopment – MTSU will implement the terms, conditions and procedures as found in the City's post-construction requirements for those areas within the boundaries of the MTSU campus, including protection of water quality areas in the form of stream buffers.

Pollution Prevention/Good Housekeeping for Municipal Operations – general grounds areas within the boundaries of MTSU will be the responsibility of MTSU.

- viii. MTSU and the City will each develop stormwater management programs, as required by the NPDES stormwater discharge permit, and will document the elements of their respective programs in written stormwater management plans.

Insofar as practicable, the City and MTSU will make their programs compatible, and MTSU will prepare their plan in a form to supplement the City's plan.

The provisions of this agreement may be modified or altered by mutual agreement only in writing, and either party may initiate termination of the agreement upon 30 days notice in writing.

This agreement is entered into by the City of Murfreesboro and MTSU on the _____ day of _____, 2011.

Johnny Magg. Mayor Date 4.20.11
Mayor, City of Murfreesboro

[Signature] Date 4/26/11
President, MTSU

Susan Evelyn McGannon
Approved as to Form
Susan McGannon, City Atty