

APPENDIX B

Memorandum of Understanding with CWS

JOSEPH P. RILEY, JR.
MAYOR



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DIRECTOR

City of Charleston
South Carolina

MEMORANDUM OF UNDERSTANDING (MOU)
Regarding Illicit Stormwater Connections
Between
City of Charleston
and
Charleston Commissioners of Public Works

- MOU is in support of our Phase II NPDES Stormwater Discharge Permit which the City of Charleston operates under.
- Under Minimum Control Measure 3, Illicit Discharge Detection and Elimination, the City of Charleston must seek out and see that unauthorized connections to the storm drainage system are corrected.
- Primarily aimed at old residential connections downtown that were missed by past large scale efforts to find and correct these connections.
- Intent is for Charleston Water System (CWS) to fix illicit sewer connections discovered in the Right of Way where there is no clear responsible party.
- It is important that there is an agreement to ensure the prompt resolution of these connections when discovered.
- CWS does not intend on fixing illicit connections made on private property or ones where there is a party at fault.
- 4 have been found and corrected in the past 2 years. 3 in the right of way and 1 on private property.
- Costs incurred to correct these connections up to \$10,000 per instance will be absorbed by CWS. They have the crews and expertise to do this work in the right of way.

We are an Equal Opportunity Employer.

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MEMORANDUM OF UNDERSTANDING (MOU)

Regarding Illicit Stormwater Connections

Between

City of Charleston

and

Charleston Commissioners of Public Works

This is an agreement between the City of Charleston ("City") and the Charleston Commissioners of Public Works ("CPW").

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding ("MOU") is to clearly identify the roles and responsibilities of each above-referenced party as it relates to identifying and correcting illicit connections to the stormwater system in the City of Charleston. The City owns and operates a stormwater system and CPW owns and operates a sanitary sewer/wastewater collection system. Both parties acknowledge and assert that discovered illicit connections are typically the result of a sanitary piping connection to the city stormwater collection system that has been made at some point in the past (many years ago, in some cases) without the knowledge of either the City or CPW but by another unknown party, such as a property owner and/or plumbing contractor. Both parties nevertheless are hereby expressing their willingness and ability to work together cooperatively and in the spirit of environmental protection, to identify and correct such illicit connections as may be discovered from time to time within the City.

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Both parties are responsible for ensuring its activities are conducted in compliance with all applicable environmental regulations. This MOU establishes procedures to allow for the timely identification and elimination of sanitary sewer discharges into the stormwater system when the responsible party for the illicit sewerage connection is not identifiable and the connection is in the public right-of-way. This MOU will also aid in compliance with the City's National Pollutant Discharge Elimination System ("NPDES") stormwater requirements.

II. BACKGROUND

The City has coverage under a NPDES Permit for stormwater discharges from its Municipal Separate Storm Sewer System ("MS4"). The permit requires that the City effectively prohibit non-stormwater discharges into the MS4 as part of a Stormwater Management Program ("SWMP"). The SWMP must meet six minimum control measures, including illicit discharge detection and elimination ("IDDE") requirements.

The City has been operating as a permitted MS4 since July 2008. NPDES and MS4 permits require municipalities to implement controls to reduce pollutant discharges to the maximum extent practicable ("MEP"). Illicit discharges suspected of being sanitary sewage must be considered a high priority for identification and elimination. Once identified, corrective actions to eliminate sanitary discharges are expected to be taken within a 30 day period under this MOU.

The City has an ordinance in place that requires homeowners and/or other property owners to eliminate illicit connections that are identified on their property. The process to bring the homeowners and property owners into compliance when illicit connections

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occur in the right-of-way has proven to be lengthy and not always successful when the responsibility is levied solely on the property owner.

Since 2009, the City and/or CPW have collectively identified and eliminated 4 illicit sanitary sewage connections. Based on the small number of sanitary sewage connections we have encountered, a better methodology for identifying illicit connections and performing timely corrections exists through resource sharing and an improved joint effort between both parties.

III. CITY RESPONSIBILITIES UNDER THIS MOU

The City shall undertake the following activities:

1. The City shall ensure that a dye test is performed for sanitary sewer connections made by private entities as a part of its building permit closeout process. The test shall validate that the sanitary sewer does not get connected to the storm sewer system, but if such is the case, the City shall be responsible for taking necessary actions to see that the illicit connection is eliminated.
2. As part of its IDDE program, the City shall identify any potential sources of illicit connections. If the City cannot identify the exact source of the illicit connection, the City shall narrow the potential source to one City block and provide a written or email request for assistance to CPW. The request shall include a location map, and related stormwater system map.
3. Where the exact source of the illicit connection is known, the City shall request assistance from CPW to eliminate the source. This excludes illicit connections discovered as part of the City's building permit process (see III.1 above).

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4. The City shall be responsible for eliminating and rerouting any unauthorized municipal stormwater system connected to the CPW wastewater collection system. This responsibility excludes stormwater systems serving an individual private property. The City will commence this work ten (10) working days of CPW's notification of the unauthorized connection.

IV. CPW RESPONSIBILITIES UNDER THIS MOU

Upon proper notification as referenced in Section III above, the CPW shall undertake the following activities:

1. CPW, working with the City stormwater engineer or authorized representative, will utilize additional investigative tools (e.g., CCTV inspection, dye testing, smoke testing) to pinpoint the source of the illicit connection(s) where the City has narrowed down the source to one City block. CPW will commence this work within ten (10) working days of receiving a request for assistance from the City.
2. CPW, working with the City stormwater engineer or authorized representative, will correct illicit connections that are found as a part of the City of Charleston IDDE program subject to the following limitations:
 - (a) CPW will only perform work within the public right-of-way or recorded utility easement.
 - (b) CPW will only perform work if the estimated construction/repair cost to eliminate any single illicit connection does not exceed \$10,000. In the event the cost exceeds this amount, CPW will expose the sanitary main and provide a tap location to meet the City's schedule for eliminating the illicit connection. The property owner(s) will be responsible for rerouting the illicit connection from the stormwater system to the CPW provided tap location, coordinating the work with CPW and the City.

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3. Upon receiving a request to eliminate an illicit connection from the City, CPW will provide a determination if any of the exceptions in IV.2 apply. If not, CPW shall commence the work within ten (10) working days and shall provide documentation to the City that the illicit connection has been eliminated when the work is complete.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. This agreement can be modified at any time upon agreement by both parties.
2. The MOU will remain in place for a period of five years from the original effective date, unless extended by mutual consent of both parties for an additional five year term.

VI. FUNDING

This MOU does not require the reimbursement of funds between the two parties unless negotiated under a separate agreement.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of the City and CPW authorized officials. It shall be in force from September 1, 2011 to August 31, 2016.

Both parties indicate agreement with this MOU by their signatures.

Signatures and dates

CPW

By:

Its:

Date:



CEO

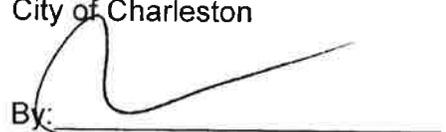
10/6/11

City of Charleston

By:

Its:

Date:



Mayor

10-11-11