

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEBRASKA DEPARTMENT OF ROADS  
AND  
CITY OF \_\_\_\_\_, NEBRASKA  
FOR  
ILLCIT DISCHARGE DETECTION AND ELIMINATION ALONG STATE HIGHWAYS

WHEREAS, the Nebraska Department of Roads (NDOR) is a regulated municipal separate storm sewer system (MS4), required to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, the City of \_\_\_\_\_ is a regulated municipal separate storm sewer system (MS4), required to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, the NPDES permit requires the implementation of an Illicit Discharge Detection and Elimination (IDDE) Program; and

NOW THEREFORE, Nebraska Department of Roads and the City of \_\_\_\_\_, in an effort to satisfy the requirements of each IDDE Program, agree to cooperate in the following ways.

I. Area of Responsibility

A. According to State Statute 39-1372, the maintenance responsibilities for freeways, approaches, exit roads, and associated right-of-way within the corporate limits reside with NDOR. Therefore, NDOR will be responsible for implementing their IDDE Program along freeway portions of the state highway system within their MS4 boundary.

B. According to State Statutes 39-1339, and 39-2105, the maintenance responsibilities for non-freeway highway appurtenances located within corporate limits reside with the municipality. Therefore, the City of \_\_\_\_\_ will be responsible for implementing their IDDE Program along non-freeway portions of the state highway system within their MS4 boundary.

II. Data sharing

A. As storm sewer system data is collected by NDOR and City of \_\_\_\_\_, each party agrees to share that information with the other party. This cooperation will help streamline the process of tracking any illicit discharges occurring on state highways within the MS4 boundary.

III. Term of Agreement

A. This agreement shall be in effect upon the last signature date and will continue indefinitely until either party terminates the agreement.

B. Any party may terminate this MOU by providing 30 days notice in writing to the other party.

IV. Signatories

**STATE OF NEBRASKA, DEPARTMENT OF ROADS**

Sign Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF \_\_\_\_\_, NEBRASKA**

Sign Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_