

**INTERLOCAL AGREEMENT FOR THE PURPOSE OF  
STORMWATER MANAGEMENT BY AND BETWEEN  
THE DELAWARE COUNTY COMMISSIONERS  
AND THE MUNCIE SANITARY DISTRICT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **The Delaware County Commissioners** (“DCC”) and the **Muncie Sanitary District** (“MSD”).

**W I T N E S S E T H:**

**WHEREAS**, each of the parties hereto is a political subdivision within the State of Indiana, and by reason of and pursuant to I.C. 36-1-7, they are authorized and empowered to enter into interlocal agreements to jointly exercise their powers; and

**WHEREAS**, the Board of Commissioners of Delaware County, Indiana, will adopt a Stormwater Management Ordinance and has designated the Delaware County Department of Stormwater Management to operate and manage its stormwater systems and activities pursuant to the provisions of I.C. 8-1.5; and

**WHEREAS**, MSD will establish a Stormwater Management Department under the jurisdiction of its Board of Sanitary Commissioners for the purpose of providing for the management of the stormwater systems and activities within the boundaries of the Muncie Sanitary District pursuant to the provisions of I.C. 35-9-25; and

**WHEREAS**, the parties have agreed that they shall work together for the best interests of the citizens of Delaware County for the purpose of managing the stormwater systems and activities both within Delaware County and the Muncie Sanitary District; and

**WHEREAS**, the Muncie Sanitary District, through its Department of Stormwater Management, shall be responsible for the management of stormwater within the boundaries of the Muncie Sanitary District; and

**WHEREAS**, DCC, through its Department of Stormwater Management, shall be responsible for the management of stormwater in all parts of Delaware County, Indiana which are not within the

boundaries of the Muncie Sanitary District, excluding therefrom property within the corporate limits of other municipalities within Delaware County; and

**WHEREAS**, the parties agree that they can more economically and efficiently manage the stormwater within their respective jurisdictions if they cooperate together and combine certain services and share the cost thereof; and

**WHEREAS**, the parties have agreed that a Stormwater Service Charge for property within each of their respective boundaries is desirable and it is authorized by the foregoing statutes; and

**WHEREAS**, the parties have agreed to share the services of the MS4 Coordinator employed by the MSD and the Stormwater Specialist employed by the DCC; and

**WHEREAS**, it is the intent of the parties that the costs of establishing a system for the unified and centralized management of stormwater should be shared between them; and

**WHEREAS**, it has been determined by the parties hereto that billing for stormwater service charges by the Delaware County Treasurer is the most efficient mechanism for billing for services as it takes into account the established customer base of the Delaware County Treasurer and the most accurate information to use to calculate the billing is the records of the Delaware County Assessor; and

**WHEREAS**, cooperation between the parties and the management of their respective stormwater systems and activities serves a public purpose and benefits the public interests.

**NOW, THEREFORE**, the parties agree as follows:

1. They will cooperate and work together in establishing the common goal of providing for uniform and centralized management of the stormwater systems and activities in their respective jurisdictions.

2. They will establish stormwater service charges for the users of the stormwater systems of their separate jurisdictions.

3. Billing of customers of each of the parties hereto shall be made by adding the stormwater service charges of the customers of each of the parties hereto to existing real estate tax statements. Such service charge is not a tax on real property but a charge for operating and

maintaining the stormwater systems of MSD and DCC. Service charges will be collected by the Delaware County Treasurer's Office at the same time that real estate taxes are collected, and the service charges payable by customers of each of the parties hereto shall be distributed to the appropriate entity under ordinary distribution procedures of the Delaware County Treasurer. Customer information will be maintained with the property assessment cards and other records in the Office of the County Assessor.

4. The services of the MS4 Coordinator employed by MSD shall be shared with the DCC. DCC shall retain the services of an inspector to administer the inspections required by Resolutions of the Muncie Sanitary District, and Ordinances of the Delaware County Commissioners at the expense of DCC. The services of such inspector shall be shared with MSD.

5. The DCC shall reimburse MSD one-half (1/2) of the cost of program development expenses, and salary and benefits of the MS4 Coordinator which have been incurred by the MSD prior to the adoption of its Stormwater Management Resolution, in the years 2004, 2005, and 2006.

6. The parties agree that the DCC is hereby transferring authority to the MSD for the construction, maintenance, repair, replacement and administration of the stormwater system outside the corporate boundaries of the City of Muncie, but within the boundaries of the MSD, excluding regulated drains assessed by the county pursuant to the provisions of I.C. 36-9-27.

7. Program costs, except the MS4 Coordinator paid by the MSD and the Inspector paid by DCC, shall be shared equally. An annual budget submission shall be approved by both the Delaware County Commissioners and the Board of Sanitary Commissioners. The budget for program costs will be funded by means of the stormwater service charges of each entity.

8. This agreement shall be terminated only with the written consent of both parties.

9. The purpose of the agreement is to establish the cooperation of the above entities as it relates to stormwater management in Delaware County, Indiana, and additional interlocal agreements may be entered into between the entities as needed.

10. This agreement shall be administered jointly by the Board of County Commissioners of Delaware County and the Board of Sanitary Commissioners of the Muncie Sanitary District.

11. It is not contemplated to be necessary to state the manner of acquiring, holding, and disposing of real and personal property since no real or personal property will be exchanged between the parties to effectuate this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

MUNCIE SANITARY DISTRICT  
BY ITS BOARD OF SANITARY  
COMMISSIONERS

\_\_\_\_\_  
William B. Smith, President

\_\_\_\_\_  
Mark A. Miller, P.E., Vice President

\_\_\_\_\_  
Teresa L. Ford, Secretary

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

DELAWARE COUNTY COMMISSIONERS

\_\_\_\_\_  
Tom L. Bennington, President

\_\_\_\_\_  
Larry L. Crouch, Member

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John H. Brooke, Member