

ATTACHMENT A4  
TO THE DOT/DNR COOPERATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
AND THE  
WISCONSIN DEPARTMENT OF TRANSPORTATION  
RELATING TO THE AUTHORIZATION OF STORM WATER DISCHARGES  
TO WATERS OF THE STATE OF WISCONSIN

**General Background and**

**Purpose of MOU**

The Wisconsin Department of Transportation (DOT) has storm sewers with outfalls which discharge into waters of the State. Discharges from these outfalls may contain pollutants which are carried by the runoff from rain and snow melt. Pollutants of concern which may be found in storm water include organic materials which have a biochemical oxygen demand, suspended solids, metals, nutrients, microorganisms, and traces of toxic materials. The DOT is providing and will continue to provide to the Wisconsin Department of Natural Resources (DNR) information on the DOT Storm sewer system covered by this Memorandum of Understanding (MOU), including characterization of storm water runoff from the major outfalls identified in this MOU.

This MOU is intended to document policy and procedure of DOT to reduce the amount of pollutants in storm water runoff that may be entering waters of the State. Pollution prevention efforts are emphasized and preferred over treatment of runoff which may not be cost effective. Major components of this MOU include a storm water management program to identify and address storm water point source discharges of pollutants, and an annual report to summarize and assess compliance with the criteria of this MOU.

The criteria of this MOU are consistent with Section 402(p) of the Clean Water Act and the regulations promulgated thereunder, and with Chapter 283, Wis. Stats., and the provisions of Chapter NR 216, Wis. Adm. Code.

Each Agency party to this agreement shall make copies of this MOA available to appropriate staff. This agreement shall be reviewed by the WDOT and WDNR biennially to determine whether modification is necessary. The first review shall be completed by December 31, 2000.

**AUTHORIZATION TO DISCHARGE UNDER THE  
WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEM**

This MOU establishes the Wisconsin Pollutant Discharge Elimination System (WPDES) authorization for discharges of storm water from Wisconsin Department of Transportation facilities located in the area covered by this MOU into waters of the State.

Until this MOU is modified or terminated, all storm water discharges, as designated herein, are authorized to discharge, in accordance with the criteria set forth herein, into waters of the State. All such discharges meeting the applicability criteria of this MOU shall be deemed to be in compliance with Chapter 283, Wis. Stats., and the provisions of Chapter NR 216, Wis. Adm. Code.

The DNR expressly acknowledges that the DOT is a sister agency of the DNR and shall at all times cooperate with the DOT in meeting the applicability criteria of this MOU. Furthermore, the DNR shall assist the DOT, and shall take prompt and direct enforcement action against third parties, in accordance with legal authority, in preventing, detecting, monitoring, controlling, containing, stopping, responding to, remediating or removing illicit discharges to, from, in, on, through, across or beneath the authorized area or DOT storm sewer system covered by this MOU, as provided herein.

This MOU and each and every provision hereof is applicable to the DOT only to the extent provided under Wisconsin law and the Wisconsin Constitution. Nothing in this MOU shall be taken as creating or increasing any rights in any third party against the DOT.

Nothing in this MOU shall be construed as obligating the DOT to the expenditure of funds in excess of appropriations authorized by law.

This MOU shall commence upon its execution by the Secretaries of the Departments of Transportation and Natural Resources, and shall continue to be in effect until termination. It shall be reviewed at the request of either party and may be terminated by either party following written request notice to the other party at least 30 days in advance of the date of termination.

## **PART I: DEFINITIONS**

In this MOU:

- (1) "Best management practices" means structural or non-structural measures which are temporary or permanent measures, methods, procedures or devices employed to avoid or minimize soil, sediment and pollutant movement, or to manage storm water runoff, onto or off a DOT transportation facility, and developed in consultation with the DNR.
- (2) "Illicit discharge" means any discharge, including the discharge of spills, dumping or disposal of materials, that is not composed entirely of storm water except discharges authorized by a National Pollutant Discharge Elimination System (NPDES) permit issued by the United States Environmental Protection Agency (U.S. EPA) or by a WPDES permit issued by the DNR, or discharges authorized by this MOU.
- (3) "Major Outfall" means a DOT storm sewer outfall which meets one of the following criteria:
  - (a) A single pipe with an inside diameter of 36 inches or more, or an equivalent conveyance (cross sectional area of 1,018 inch<sup>2</sup>), which is associated with a drainage area of more than 50 acres; or
  - (b) A DOT storm sewer that receives storm water runoff from land zoned for industrial activity and discharges from a single pipe with an inside diameter of 12 inches or more, or from an equivalent conveyance (cross sectional area of 113 inch<sup>2</sup>), which is associated with a drainage area of more than 2 acres.
- (4) "Municipality" means any city, town, village, county, county utility district, town sanitary district, town utility district, school district or metropolitan sewage district or any other public entity created pursuant to law and having authority to collect, treat or dispose of sewage, industrial wastes, storm water or other wastes.
- (5) "Outfall" means the point at which storm water is discharged to waters of the state or to a storm sewer.
- (6) "Pollutant" means any dredged spoil, solid waste, incinerator residue, sewage, garbage, refuse, oil, sewage sludge, munitions, chemical wastes, biological materials, radioactive substance, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.
- (7) "Pollution" means man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.
- (8) "Storm sewer system" means a conveyance or system of conveyances including storm sewers, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, outfalls, constructed channels or storm drains.
- (9) "Waters of the state" means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, water courses, drainage systems and other surface water or groundwater, natural or artificial, public or private within the state or under its jurisdiction, except those waters which are entirely confined and retained completely upon the property of a person or the DOT.

## **PART II: APPLICABILITY**

- A. **MAXIMUM EXTENT REASONABLE AND PRACTICABLE:** The DOT, in cooperation with the DNR, shall develop and implement a storm water management program designed to limit to the maximum extent reasonable and practicable, the discharge of pollutants from the DOT storm sewer system covered by this MOU. The DNR shall consider the other environmental problems facing the DOT and emphasize cost effective pollution prevention solutions acceptable to both agencies when determining what is reasonable and practicable.

- B. **AUTHORIZED AREA:** This MOU covers all areas within the jurisdiction and control of the DOT, contributing to discharges from the storm sewer system meeting all of the following criteria:
- (1) is owned, operated and maintained by the DOT;
  - (2) is designed or used for collecting or conveying storm water; and
  - (3) is located within the boundaries of a designated municipality, urbanized area or watershed that is authorized to discharge storm water into waters of the State pursuant to a WPDES storm water discharge permit issued by the DNR under the authority of Chapter 283, Wis. Stats., and is subject to the provisions of Chapter NR 216, Wis. Admin. Code.
- C. **AUTHORIZED DISCHARGES:** This MOU authorizes existing and new storm water point source discharges into waters of the State from the DOT storm sewer system covered by this MOU. This MOU also authorizes the discharge of storm water commingled with flows contributed by process wastewater, non-process wastewater, and storm water associated with industrial activity, provided the discharges are authorized by NPDES permits issued by the U.S. EPA or by WPDES permits issued by the DNR, or are discharges of the kind described under Part V A.(4).
- D. **GEOGRAPHIC PRIORITIES:** A geographic priority system for implementation of storm water best management practices for the DOT storm sewer system covered by this MOU, as set forth in NR 216.02 Wis. Admin. Code, shall be used as determined in supplemental agreements identified in Part IV E. When developing a priority system for the DOT storm sewer system covered by this MOU, preference shall be given to the following in the order specified:
- I. (1) Each DOT storm sewer system located within Phase One Municipalities regulated by a WPDES storm water discharge permit issued by the DNR.**
  - II. (2) Each DOT storm sewer system located within the five (5) Great Lakes Area of Concern regulated by a WPDES storm water discharge permit issued by the DNR.**
  - III. (3) Each DOT storm sewer system located within Municipalities having populations of 50,000 or more where nonpoint source priority watershed projects are being implemented by a municipality regulated by a WPDES storm water discharge permit issued by the DNR.**
  - (4) Each DOT storm sewer system located within a WPDES municipal storm water discharge authorized area designated pursuant to NR 216.02 (4) Wis. Admin. Code.

### **PART III: LEGAL AUTHORITY**

- A. **REQUIRED AUTHORITY:** Except as otherwise provided in this MOU, the DOT shall, to the extent provided by state law, regulate discharges to and from the outfalls of the portions of the DOT storm sewer system covered by this MOU, unless such discharges are authorized by this MOU. DOT's authority may be created by a statute, permit or intergovernmental agreement to:
- (1) Control where possible through intergovernmental agreements the contribution of pollutants from municipal separate storm sewer systems to the DOT storm sewer system covered by this MOU.
  - (2) Require compliance with the provisions of Chapter NR 216, Wis. Adm. Code, in DOT approvals, permits, and contracts except for projects regulated by Chapter Trans. 401, Wis. Adm. code.
  - (3) DOT reserves the right to prohibit discharges to its storm sewer system.
- B. **DNR ENFORCEMENT:** Where the DOT has no regulatory authority under state law to take regulatory action against any third party for any such action or inaction that constitutes a violation of any provision, standard or requirement of this MOU or any federal or state law, regulation, rule or permit, the DNR may, pursuant to its

authority under federal or state law, promptly take any and all necessary action against any such third party to correct such violation. If the DNR is unable to recover any costs from the violator for correcting such violation, the DNR shall not seek payment or contribution from the DOT. In the case of a municipal WPDES permittee, the DNR agrees to:

- Enforce storm water permit conditions if the municipality is not implementing its proposed storm water management practices.
- Take enforcement action or require additional measures if the municipality contributes pollutants to the DOT storm sewer system in violation of federal or state laws, regulations, rules or permits.

C. **INDIVIDUAL RESPONSIBILITIES:** Both agencies agree, to the extent provided by state law, to fulfill the responsibilities set forth in this MOU. These duties include but are not limited to the following:

1. DOT:

- a. Compliance with the applicability criteria of this MOU relating to storm water discharges from the outfalls of the portions of the DOT storm sewer system covered by this MOU.
- b. Storm water management program implementation as described in Part IV on the portions of the DOT controlled storm water sewer system covered by this MOU.
- c. Collection of monitoring data as required by Part VI. Inter-governmental agreements may be established between DOT and WPDES permitted municipalities to consolidate any monitoring responsibilities.
- d. Compliance with annual reporting requirements as specified in Part VII.
- e. Implementing the conflict resolution process with DNR when a disagreement occurs on an issue covered by this MOU.

2. DNR:

- a. Communication of storm water responsibilities to appropriate persons.
- b. Enforcement actions against third parties pursuant to its authority under state or federal law in preventing, detecting, monitoring, controlling, containing, stopping, responding to, remediating or removing any illicit discharge to, from, in, through, across or beneath DOT storm sewers.
- c. Working with DOT to develop supplemental agreements for collection of monitoring data.
- d. Providing assistance in assessing the quality of receiving waters and documentation of any changes.
- e. Reviewing and commenting on the annual reports required under Part VII.
- f. Implementing the conflict resolution process with DOT when a disagreement occurs on an issue covered by this MOA.

D. **DUTY TO COMPLY:** The DOT shall, to the extent provided by state law, comply with this MOU. Any noncompliance of any applicable provisions herein is a violation of this MOU and is grounds for enforcement, unless such noncompliance is caused by any action or inaction of a party other than DOT.

**PART IV: IMPLEMENTATION PROCESS**

A. **PROCESS DESCRIPTION:** DNR agrees that DOT can phase in the implementation of the storm water management program, including storm water management measures, on future DOT highway projects. DOT highway projects that do not have environmental documentation completed should incorporate environmentally effective structural storm water management measures into the highway design where the measures are economically achievable in accordance with the provisions of this MOU.

- 1) Under Chapter NR 216, Wis. Adm. Code municipalities are notified by the DNR of their responsibility to begin their WPDES pre-application municipal storm water discharge permit process. Concurrently

the DNR will also send DOT a letter informing them that it must begin identifying its storm sewer system that will be subject to the applicability criteria under this MOU. The DOT shall submit its storm sewer system map for that proposed WPDES municipal storm water discharge permit area, as identified in section C of this part, within six months of the municipal submittal required under NR 216.06 (2) Wis. Admin. Code. Once a map meeting the requirements under Part IV C of this MOU has been transmitted to DNR, the DOT and DNR shall begin working on the supplemental agreements required under Part IV E. The storm sewer system map for the municipalities of Madison and Milwaukee will be submitted to DNR within one year after this MOU has been signed by both agencies.

- 2) DOT may develop intergovernmental agreements in each municipality when the municipality is notified by the DNR that they need to begin the WPDES storm water discharge permit application process. DNR, upon request, will assist in facilitating discussions to develop intergovernmental agreements between municipalities and DOT to be utilized for, but not limited to, the following:
    - Establishing communication protocols between DOT and the municipality
    - Controlling target pollutants in storm water management plans for urban areas
    - Participating in cooperative storm water management practices
    - Identifying, reducing and enforcing against illicit discharge
- B. PROGRAM COOPERATION: The DOT may satisfy the requirements of this MOU, through either separate or joint participation, for all portions of the DOT storm sewer system covered by this MOU. DOT's storm water management program shall clearly identify the roles and responsibilities of all participants and areas of applicability.
- C. DOT STORM SEWER SYSTEM MAP: By geographic area, the DOT or a Municipality on behalf of the DOT shall define each DOT storm sewer system located within the authorized area. This information shall be submitted on a map with a border defining the relevant authorized area and all borders of municipalities abutting or lying within the authorized area. The map will also include the following information:
- (1) DOT storm sewer system:
    - (a) Identity and outline of storm sewer system.
    - (b) Listing and location of all outfalls which drain one acre or more and discharge into waters of the state. A uniform numbering system shall be developed and used to provide identification of outfalls.
    - (c) Identity of major outfalls.
    - (d) Location of major structural controls (i.e., retention/detention basins).
  - (2) Storm water drainage basins as delineated by the municipality.
  - (3) Affected receiving waters.
  - (4) If maps are submitted in a format compatible with municipal maps, DOT is not required to include the information under 2 and 3 above.
- D. DESIGNATION OF MUNICIPALITIES: Municipalities abutting or lying within the authorized area may be designated for WPDES municipal storm water permitting by the DNR, pursuant to s. NR 216.02(4), Wis. Adm. Code. The DOT may also submit a written request to the DNR pursuant to this MOU, requesting the DNR to designate municipalities abutting or lying within the authorized area for WPDES municipal storm water discharge permitting, pursuant to s. NR 216.02(4), Wis. Adm. Code.
- E. SUPPLEMENTAL DOT/DNR AGREEMENTS: DNR and the DOT shall develop as necessary supplemental agreements to this MOU for specific municipalities or areas, which shall become a part of this MOU when signed by both parties, to address the following practices relating to individual localities of the DOT storm sewer system covered by this MOU:

- (1) Specific storm water management program implementation requirements as specified in Part IV of this MOU.
- (2) Collection of monitoring data, including location of outfall(s) to be monitored and quantity of samples required as specified in Part V of this MOU.
- (3) Compliance with annual reporting requirements as specified in Part VII.

**PART V: STORM WATER MANAGEMENT PROGRAM**

A. **ILLCIT DISCHARGES:** Unless otherwise covered by an intergovernmental agreement, the DNR shall assist the DOT, and shall take prompt and direct enforcement action against third parties in accordance with legal authority, pursuant to its authority under state or federal law, in preventing, detecting, monitoring, controlling, containing, stopping, responding to, remediating or removing any illicit discharges to, from, in, on, through, across or beneath the authorized area or DOT storm sewer system covered by this MOU. DNR may first look to applicable municipalities for enforcement through local ordinance before taking direct action. If the DNR incurs costs for remediation or removal of any illicit discharges under this MOU, the DNR shall not seek payment or contribution from the DOT. Illicit discharges to, from, in, on, through, across or beneath the authorized area or DOT storm sewer system covered by this MOU shall not constitute a violation of this MOU.

- (1) DOT will attempt to negotiate intergovernmental agreements with WPDES permitted municipalities to control and/or remedy illicit discharges by third parties to, from, in, on, through, across or beneath the authorized area or DOT storm sewer system covered by this MOU.
- (2) DOT will perform one time dry weather screening of major outfalls of the DOT storm sewer system covered by this MOU to detect illicit discharges. The purpose of the dry weather screening activities will be to assist the DNR, to the extent reasonable and practicable, in identifying illicit discharges to, from, in, on, through, across or beneath the authorized area or DOT storm sewer system. Dry weather screening will consist of visual observation of an outfall of the DOT storm water sewer system covered by this MOU made during a dry weather period. Screening shall be completed within one year from the date of the signing of this MOU or within one year from the date of issuance of a WPDES municipal storm water discharge permit to a municipality, whichever is later; however, a phase-in period may be implemented based on the priorities established in Part II D. Screening methodology may be developed based on experience gained during previous field screening activities, and need not conform to the protocol in s. NR 216.07(3), Wis. Adm. Code
- (3) Whenever any illicit discharge is identified by DOT field screening activities, the DOT shall promptly notify the DNR, or where a intergovernmental agreement exists, the WPDES permitted municipality. Within one year of the date of signing this MOU, DOT will establish a notification procedure. The DNR or municipality shall promptly take the appropriate action as required in Part V A.
- (4) The innocuous non-storm water discharges listed below are not considered illicit discharges unless identified by either the DOT or the DNR as a significant source of pollutants into waters of the State, and may enter the DOT storm sewer system covered by this MOU.
  - water line flushing
  - landscape irrigation
  - diverted stream flows
  - uncontaminated ground water infiltration
  - uncontaminated pumped ground water
  - discharges from potable water sources
  - foundation drains
  - air conditioning condensate
  - irrigation water
  - lawn watering
  - individual residential car washing

- flows from riparian habitats and wetlands
- dechlorinated swimming pool water
- street wash water
- fire fighting.

B. OTHER POLLUTION PREVENTION MEASURES: The DOT shall continue to operate or implement as needed, storm water best management practices for the DOT storm sewer system covered by this MOU. The best management practices include:

- (1) Highway runoff management including the activities described below associated with DOT highway maintenance, shall be operated as may be agreed upon in DOT/DNR supplemental agreements identified in Part IV E.
  - (a) Street sweeping after snow melt with a "heavy sweep" of materials that accumulated during the winter. A salt minimization program for highways, roads, and bridges with due consideration given for loss of life or property.
  - (b) Cleaning of catch basins as required for efficient performance.
- (2) Construction site erosion controls contained in Chapter Trans. 401 Wis. Adm. Code.
- (3) Storm water management measures for new construction and reconstruction, as may be required by the DOT/DNR liaison Cooperative Agreement process or by the requirements in Chapter Trans. 401, Wis. Adm. Code. Design Procedures are described in Chapter 10 of the DOT's Facilities Development Manual.
- (4) Pesticide application guidelines contained in Chapter 74 of the DOT's Facilities Maintenance Manual.
- (5) Other best management practices that may be identified and implemented through the process outlined in Part V D.

C. INDUSTRIAL HIGH RISK RUNOFF: DNR shall identify for the DOT, known storm water discharges from industrial facilities which can be high risk significant contributors of pollutant loadings to the DOT storm sewer system covered by this MOU from information available to it. High risk industrial facilities include: landfills; hazardous waste treatment, storage, disposal and recovery facilities; facilities subject to 42 USC s. 11023 (b) which may release toxic chemicals above threshold amounts; and other significant industrial or commercial discharges. In addition, DNR shall supply to the DOT a listing of all industrial runoff sites that are subject to Wis. Adm. code Chapter

NR 216 Industrial Site Storm Water Discharge permitting or enforcement in which the industrial site directly or indirectly discharges into the DOT storm sewer system covered by this MOU.

D. PROGRAM REVISIONS: DOT shall revise its storm water management program during the term of this MOU in accordance with the following procedures:

- (1) The storm water management program may be revised by the DOT after the DNR concurs with the revision. If the revision is in accordance with subsection (2) or (3) below, the program may be revised without prior DNR approval.
- (2) Revisions adding but not subtracting or replacing components of the approved storm water management program may be made by DOT at any time. DOT shall provide a description of the revision in the annual report required under Part VII.
- (3) Revisions replacing an ineffective or unfeasible best management practice specifically identified in the storm water management program with an alternate best management practice may be requested at any time. Unless the DNR issues a written objection, it shall be considered to have concurred with the requested alternative which may be implemented 60 days from submittal of the request. Such written requests to the DNR shall include the following analysis:
  - (a) Why the initial best management practice is ineffective or unfeasible.

- (b) Expectations on the effectiveness of the replacement best management practice expected to achieve the program goals.
- (4) The DNR and the DOT will cooperate to revise the storm water management program as necessary so that the criteria of this MOU continues to be consistent with the provision of Chapter 283, Wis. State., and Chapter NR 216, Wis. Adm. Code.
- (5) The DNR may request the DOT to revise the storm water management program to address adverse impacts on receiving water quality caused or contributed to by discharges consisting solely of highway storm water runoff from the DOT storm sewer system covered by this MOU. DOT shall have an opportunity to propose alternative program revisions to meet the objective of the request and the agencies agree to cooperatively work toward an effective solution in terms of environmental quality and cost.
- (6) DOT and DNR concurrence of revisions or requests for revisions to the DOT storm water management plan is the authority for incorporation of the revision into this MOU, until this MOU can be formally amended by the DOT and the DNR.

#### **PART VI: MONITORING REQUIREMENTS**

- A. CHARACTERIZATION DATA: DOT shall monitor representative outfalls of the DOT storm sewer system covered by this MOU to characterize the quality of highway storm water discharges from the DOT storm sewer system. Outfalls to be monitored shall be agreed upon in supplemental agreements between the DNR and the DOT as identified in Part IV E, and will be specific to the DOT storm sewer system covered by this MOU. Characteristics to be monitored are listed in Table A of this part. The sampling frequency is quarterly for the first year of monitoring. After that time, the sampling frequency will be agreed upon by the agencies. Additional characteristics and additional sampling are at the discretion of the DOT. Alternate representative monitoring locations may be proposed by the DOT if they provide similar representative data. Requests for approval of alternate monitoring locations shall be made to the DNR in writing and include the rationale for the requested monitoring station relocation, either temporary or permanent. For each and every DOT storm sewer system covered by this MOU where sufficient data has been gathered, pollutant loadings from those DOT storm sewer systems may be computed by the use of pollutant loading models.
- B. SAMPLING PROCEDURES: The following requirements apply to samples collected to obtain the representative characterization data described in Section A of this Part:
  - (1) If possible, samples shall be collected from storms which are preferably at least 50% of the monthly average precipitation event amount, but no less than 0.1 inch. The runoff event sampled shall be at least 72 hours from the previously measurable precipitation event greater than 0.1 inch. The entire runoff event should be sampled whenever possible, or at least the first 3 hours of a lengthy runoff. There is no minimum time criteria for the duration of the runoff. A snow melt runoff event should be collected annually as one of the quarterly samples.
  - (2) Samples collected shall be flow weighted composite samples using a continuous automatic sampler, or using a combination of a minimum of 3 sample portions taken manually each hour of the runoff with each sample portion separated by a minimum period of 15 minutes. A grab sample shall be collected within the first 30 minutes of the runoff for those parameters being analyzed that require a grab sample, as indicated in the sample type column in Table A of this Part.
  - (3) A narrative description shall be provided of each storm event which is sampled, including the date and duration of the storm, rainfall amount, the duration between the storm event sampled and the end of the previous measurable storm of greater than 0.1 inch rainfall, the sample appearance and any discernible odor.
  - (4) Approved analytical methods shall be used in accordance with Chapter NR 219, Wis. Adm. Code "analytical test methods and procedures", or guidance on storm water sampling procedures developed by the DNR. When no analytical method is approved, a suitable method may be used provided a description of the method is submitted to the DNR for concurrence prior to sampling.

- (5) For each effluent measurement or sample taken as required under this MOU, the DOT shall record the following information: date exact place, method and time of sampling or measurements; name of the individual performing the sampling or measurement; and the date of and individual performing the analysis.
- (6) If DOT monitors any pollutant more frequently than required by this MOU, using test procedures specified in Chapter NR 219, Wis. Adm. Code, the results of that monitoring shall be recorded and reported in accordance with this MOU. Results of this additional monitoring shall be included in the calculation and reporting of the data submitted in the annual report required under Part VII.
- C. **ALTERNATIVE DATA SOURCES:** Monitoring done by others including, but not limited to, the DNR, Designated Municipalities Sewerage Districts, and priority watershed projects, may be used as a source of data to meet some of the DOT's monitoring needs.
- D. **SAMPLING EXEMPTION:** If the DOT is unable to collect samples due to adverse climatic conditions, the DOT shall describe why samples could not be collected in the annual report required under Part VII.
- E. **DOT'S MONITORING PROGRAM:** To address the requirements of this part, the DOT shall analyze monitoring samples for the parameters outlined in Table A.

Table A - Monitoring Parameters for Storm Water Characterization

|                               |           |           | <b>LOADIN<br/>G<br/>LBS/YE<br/>AR</b> |
|-------------------------------|-----------|-----------|---------------------------------------|
| Total Suspended Solids        | Quarterly | Composite | Yes                                   |
| Total Dissolved Solids        | Quarterly | Composite | Yes                                   |
| COD                           | Quarterly | Composite | Yes                                   |
| BOD <sub>5</sub>              | Quarterly | Composite | Yes                                   |
| Oil & Grease                  | Quarterly | Grab      |                                       |
| Fecal Coliform                | Quarterly | Grab      |                                       |
| Fecal Streptococcus           | Quarterly | Grab      |                                       |
| PH                            | Quarterly | Grab      |                                       |
| Hardness as CaCO <sub>3</sub> | Quarterly | Composite |                                       |
| Total Kjeldahl Nitrogen       | Quarterly | Composite | Yes                                   |
| Nitrate + Nitrite Nitrogen    | Quarterly | Composite | Yes                                   |
| Ammonia Nitrogen              | Quarterly | Composite | Yes                                   |
| Dissolved Phosphorus          | Quarterly | Composite | Yes                                   |
| Total Phosphorus              | Quarterly | Composite | Yes                                   |
| Alkalinity                    | Quarterly | Composite |                                       |
| Chloride                      | Quarterly | Composite | Yes                                   |
| Total Cadmium                 | Quarterly | Composite | Yes                                   |
| Total Chromium                | Quarterly | Composite |                                       |
| Total Copper                  | Quarterly | Composite | Yes                                   |
| Total Lead                    | Quarterly | Composite | Yes                                   |
| Total Selenium                | Quarterly | Composite |                                       |
| Total Zinc                    | Quarterly | Composite | Yes                                   |
| Cyanide                       | Quarterly | Grab      |                                       |
| PAHs                          | Quarterly | Composite |                                       |

- F. **STORM WATER DISCHARGE DATA:** The DOT shall develop and phase into operation over the next 5 years a program to calculate the event mean concentration, and the annual and seasonal pollutant loadings from each existing major outfall of the DOT storm sewer system covered by this MOU and the cumulative discharge of all such outfalls. This phasing in period will take into account the priority system in Part II D. As other portions of the DOT storm sewer system become subject to the applicability criteria under this MOU, The DOT shall have five years to develop and phase into operation a program to calculate the event mean concentration, and the annual and seasonal pollutant loadings from each existing major outfall of that portion of the DOT storm sewer system added to the coverage of this MOU and the cumulative discharge of all such outfalls.
- (1) The DOT shall provide pollutant loading data for the parameters indicated in Table A of this part. The characterization monitoring described in Section A of this part, may be used as the source of the quantitative data for calculating pollutant loadings.
  - (2) DOT will perform a calculation of the event mean concentration, and the annual and seasonal pollutant loadings from each major outfall and the cumulative discharges from all known DOT outfalls into waters of the state. Calculations shall be provided for the following pollutants: BOD<sub>5</sub>, COD, total suspended solids, total dissolved solids, total Kjeldahl nitrogen, nitrate plus nitrite nitrogen, ammonia nitrogen, chloride, total phosphorus, dissolved phosphorus, cadmium, copper, lead zinc, and any other pollutant of significance detected in the storm water characterization.
  - (3) DOT will describe the procedures for calculating pollutant concentrations and loadings. Loading calculations shall be made when at least 12 runoff events have been sampled. When there are adequate sample results, computer modeling may also be used to analyze the data to calculate pollutant loadings. Pollutant loading data shall be provided in the annual report required under Part VII.

#### **PART VII: ANNUAL REPORT**

- A. **PURPOSE:** The information provided in the annual report shall be used to determine progress on implementation of the storm water management program and compliance with the applicability criteria of this MOU.
- B. **INDIVIDUAL RESPONSIBILITIES:** DOT is individually responsible for the content of the report relating to the DOT storm sewer system covered by this MOU.
- C. **ASSESSMENT OF CONTROLS:** DOT shall conduct any assessment required by this MOU of the DOT storm water management program in conjunction with preparation of any annual report. The assessment of the effectiveness of the storm water management program shall include both structural and non-structural practices.
- D. **CONTENTS:** An annual report required by this MOU shall be submitted by March 31 of the next year. The first annual report, covering the period from the effective date of this MOU until December 31, 2000, is due March 31, 2001. The report shall include the following:
- (1) The status of implementing the storm water management program, and compliance with any schedules contained in this MOU.
  - (2) A review of the monitoring program data for a direct measurement of the affect of a management practice on storm water quality which may include an evaluation of trends in reductions of pollutant loadings and event mean concentrations.
  - (3) An updated map of each authorized area of the DOT storm sewer system covered by this MOU if necessary to identify any new outfalls, structural controls, or other noteworthy changes.
  - (4) A summary of revisions made or proposed to the storm water management.
  - (5) A summary of the monitoring data required for the reporting year.
  - (6) A summary of the pollutant loading calculations required in Part VI G.

- (7) A fiscal analysis which includes the annual expenditures for the major elements of the storm water program for the previous year.
  - (8) An estimate of expected reductions in loadings of pollutants discharged from the DOT storm sewer system covered by this MOU, including an estimate of the pollutant loading reduction attributed to each major component of the storm water management program. This may be accomplished by either indirect or programmatic measurements.
  - (9) Identification of known impacts of storm water controls on both surface water and groundwater quality. The DNR shall assist in assessing the quality of the receiving waters and document changes. This requirement is not applicable if storm water control impacts have been previously reported and have not changed.
  - (10) Any proposed storm water management program revisions designed to further reduce the discharge of pollutants and comply with applicable water quality standards and MOU criteria.
  - (11) If data is available, an assessment of best management practices including pollutant removal and storm water volume reduction efficiency, and impacts on pollutant event mean concentration and seasonal pollutant loadings.
- E. **PUBLIC REVIEW:** The general public may review and comment on the annual report. The DOT shall consider those comments during any review of the department's storm water management program.
- F. **REPORTING:** The annual report shall be signed by the duly authorized

representative having overall responsibility for the storm water management program and shall be submitted to :

Wisconsin Department of Natural Resources  
Bureau of Watershed Management, WT/2  
P. O. Box 7921  
Madison, WI 53707

**PART VIII: OTHER REQUIREMENTS**

**A. NONCOMPLIANCE NOTIFICATION:**

- (1) Upon becoming aware of any noncompliance of the applicability criteria of this MOU which may endanger public health or the environment, the DOT shall report this information by a telephone call to the DNR within 24 hours. A written report describing the noncompliance may be requested by the DNR. In the event a written report is requested, it shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and if the noncompliance has not been corrected, the length of time it is expected to continue.
- (2) Reports of any other noncompliance of the applicability criteria of this MOU not covered under above shall be submitted with the annual report required under Part VII. The reports shall contain all the information listed in Subsection (1) of this section.

**B. DUTY TO MITIGATE:** Except where DNR is responsible for taking enforcement action against third parties under this MOU, the DOT and DNR shall jointly take all reasonable steps to minimize or prevent any adverse impact on the waters of the State resulting from noncompliance with this MOU.

**C. PROPER OPERATION AND MAINTENANCE:** The DOT shall properly operate and maintain all facilities and systems of treatment and control which are installed or used by the DOT to achieve compliance with the applicability criteria of this MOU and the DOT storm water management plan.

**D. BYPASS:** The DOT may temporarily bypass storm water structural or nonstructural practices if necessary for maintenance, or due to runoff from a storm event which exceeds the design capacity of the practice, or during an emergency.

**E. DUTY TO RESTORE FAILED PRACTICES:** Upon failure or impairment of best management practices identified in the storm water management program, the DOT shall, to the extent reasonably practicable and necessary, restore or provide an equivalent alternative method of storm water pollution control.

**F. INSPECTION AND ENTRY:** DNR and the DOT shall cooperate with each other whenever entry or inspection is required.

**G. EXCHANGE OF INFORMATION:** The DOT and DNR, to the extent reasonably possible, shall freely exchange any information which may determine whether cause exists for modifying this MOU or to determine compliance with its applicability criteria.

**H. CONFLICT RESOLUTION:** Any disagreements or disputes arising from activities required or agreed to in this MOU shall be resolved through utilizing the conflict resolution process found in the DOT/DNR Cooperative Agreement to which this MOU is attached.



Charles H. Thompson, Secretary  
Wisconsin Department of Transportation

Date: 1/26/99



George E. Meyer, Secretary  
Wisconsin Department of Natural Resources

Date: 12/22/88