Diane Hollenbach

From: Showers, Ashley <AShowers@countyofberks.com>
Sent: Friday, January 19, 2018 1:33 PM
To: Kim; Gary Kraft; Troy Bingaman; Kathie Benson; vmoll@bechtelsville.org; rbireley@bechtelsville.org; Brian Potts; Kent Morey (kent.morey@ssmgroup.com); 31 Birdsboro; Brian Boyer (bboyer@boyerengineering.onmicrosoft.com); 33 Boyertown; Jeanne Johnston; 39 Cumru; Nick Johnson; 42 Earl; Jennifer McConnell; 43 Exeter; doreeno@fleetwoodboro.com; cmildner@barryisett.com; rkern@barryisett.com; johnk@fleetwoodboro.com; 48 Heidelberg; Jeri Diesinger; James McCarthy (jmccarthy@mccarthy-engineering.com); 57 Laureldale; M Kitzmiller (m.kitzmiller@sdei.net); 92 Leesport; 23 Lower Alsace; tconners@lowerhbtwp.org; 61 Maidencreek; t.unger@sdei.net; 65 Mohnton; 64 Mount Penn; j.mohn@motleyassoc.com; Jamal Abodalo (jabodalo@muhlenbergtwp.com); Jim Bobeck (JBobeck@muhlenbergtwp.com); 68 Ontelaunee; McMullen, Bill (Bill.McMullen@TheARROGroup.Com); 72 Richmond; Easterday, Colleen; 74 Robesonia; Michael Mountz; Scott Brossman; Mike Hart; Matt Mack (mmack@ludgate-eng.com); Jay Vaughan (jvaughan@springtwpberks.org); shoffman@greatvalleyconsultants.com; Jim Moll (jmoll@springtwpberks.org); aleinbach@ptd.net; p.stevens@sdei.net; Bob May (rjmay@aol.com); 89 Washington; 'Linda Cluck' (lcluck@ltlconsultants.com); sprice@msbk-law.com; choffman@westreadingborough.org; 96 Wyomissing & Berkshire Heights; vgrande@mccarthy-engineering.com; Charles M. Hess, P.E. (chess@McCarthy-Engineering.com); Jim Babb (jbabb@wyomissingboro.org); 95 Womelsdorf; Cindy Conrad (cconrad@colebrookdale.org); Jeremy Brumbach (jbrumbach@McCarthy-Engineering.com); marisa.valkosak@hamburgboro.com; 84 Tilden; Jim Cinelli (jcinelli@libertyenviro.com); mwagner@shoeyboro.org; Brad Smith (bradley.smith@thearrogroup.com); Timothy.Krall@readingpa.gov; mtpennbmatc@comcast.net; Ramsey Reiner (Ramsey.Reiner@readingpa.gov); WBrugger@exetertownship.com; Sean McKee; toptonmanager@ptd.net; John Sartor (JSARTOR@gilmore-assoc.com); dmurray@westreadingborough.org; baedwards2008@gmail.com; edward.overberger@thearrogroup.com
Cc: Dean.Druckenmiller@berkscd.com; kelsey.schwenk@berkscd.com; Michael Griffith; Bartsch, Tammy
Subject: NEW IGA AND INVOICE
Attachments: FINALDRAFTIGAMS4.pdf; FINALDRAFTIGAMS4.doc; 2018 MS4 Dues Invoices.pdf

Importance: High

All:

Please go through your adoption process for the attached 2018-2023 MS4 Steering Committee Intergovernmental Agreement. In addition, attached are the invoices for each municipality in alphabetical order for 2018. You will see that they reflect the new annual due of $700. Upon adoption of your agreement, please forward a copy of the agreement along with your check to Tammy Bartsch at the Berks County Conservation District. Your check should also be made to the Berks County Conservation District.

If you have any questions please let me know.

Thank you

Ashley J. Showers

INVOICE

BERKS COUNTY
CONSERVATION DISTRICT

1238 County Welfare Road, Suite 200
Leesport, PA 19533
Phone 610/372-4657 Fax 610/478-7058

INVOICE #: MAIDENCREEK MS4 2018

DATE: JANUARY 16, 2018

TO: DIANE HOLLENBACH
Maidencreek Township
1 Quarry Road
P.O. Box 319
Blandon, PA 19510

DESCRIPTION	AMOUNT
Berks County MS4 Steering Committee Dues for 2018, covering public education and outreach, public involvement and participation, and municipal trainings, which are minimum control measures mandated by Pennsylvania DEP's MS4 permitting program.	$ 700.00
TOTAL	$ 700.00

Thank you!

Your dues sustain your membership in one of Pennsylvania's oldest consortiums of MS4 municipalities.

Make all checks payable to Berks County Conservation District.
If you have any questions concerning this invoice contact Tammy Bartsch at 610/372-4657 Ext. 200 or tammy.bartsch@berkscd.com

ORDINANCE NO. ____

AN ORDINANCE OF THE (TOWNSHIP/BOROUGH/CITY) OF _____ BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE MUNICIPALITY TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES, -TO PARTICIPATE IN THE BERKS COUNTY · MS4 STEERING COMMITTEE FOR THE PURPOSE OF COLLABORA TIVELY MEETING THE EDUCATIONAL REQUIREMENTS OF THE 2018-2023 MS4 NPDES PERMIT.

WHEREAS, the First Class Townships, Second Class Townships, Boroughs and Third Class Cities of Pennsylvania, Third Class Counties when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce and the use of public streets, ways and property within their jurisdictions; and

WHEREAS, the First Class Township, Second Class Township, Borough Codes and Third Class City Codes and County Codes as well as the provisions of the Pennsylvania Intergovernmental Cooperation Act, provide for intergovernmental cooperation between and among tnunicipalities of Pennsylvania in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize the adoption of joint agreements as tnay be deemed appropriate for such purposes; and

WHEREAS, there are currently certain municipalities within Berks County which are participating in the Berks County MS4 Steering Committee, as these municipalities have determined that it is in the best interests of their residents to participate in the "Cooperative Educational Program," and

WHEREAS, there are certain municipalities in Berks County, including the (Township/Borough/City) of , which have been invited to join in the Berks County MS4 Steering Committee: and

WHEREAS, the participating municipalities iri the Berks County MS4 Steering Committee shall share in the cost of providing a Cooperative Educational Program; and

WHEREAS, the (Township/Borough/City) of _____ is authorized to participate in the Berks County MS4 Steering Committee upon the execution of an intergovernmental cooperation agreement and the passage of an ordinance by its governing body under the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 *(53 Pa. C.S.A. Section 2301, et seq.),* as amended (the "Act"); and

WHEREAS, the (Board of Commissioners/Board of Supervisors/Borough Council/City Council) of the (Township/Borough/City) of has determined that it is in the best interests of its residents to join with other Berks County municipalities in the Berks County MS4 Steering Committee in order to provide a Cooperative Educational Program; and

NOW THEREFORE BE IT ENACTED AND ORDAINED by the (Board of Commissioners/Board of Supervisors/Borough Council/City Council) of the (Township/Borough/City) of , Berks County, Pennsylvania, and it is hereby ENACTED AND ORDAINED by the authority of the same as follows:

SECTION 1. TITLE AND BACK.GROUND. The short title of this Ordinance shall be "The Berks County MS4 Steering Committee Ordinance", and the same may be cited in that manner, and the Background of this Ordinance is as set forth above in the WHEREAS clauses, which are incorporated herein by reference.

SECTION 2. PURPOSE. The purpose of this Ordinance ts to enable the (Township/Borough/City) of _____ to participate with other Berks County tnunicipalities in the Berks County MS4 Steering Cotnmittee and Cooperative Educational Program.

SECTION 3. AUTHORIZATION. The (Township/Borough/City) hereby approves entering into the Berks County MS4 Steering Committee Cost-Sharing and Cooperation Agreement (the "Agreetnent"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" (and which shall be filed with the minutes of the meeting at which this Ordinance was enacted), with the intent and effect that the (Township/Borough/City) shall be bound by the Agreetnent.

SECTION 4. EXECUTION. The (Chairman of the Board of Cotnmissioners/Board of Supervisors/President of Borough Council/President of City Council) of the (Township/Borough/City) ts hereby authorized and directed on behalf of the (Township/Borough/City): (i) to execute and deliver the Agreement; and (ii) to execute and deliver such additional instruments, and to take such further actions as tnay be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including paytnent of expenses, as may be due from the (Township/Borough/City) under the Agreement.

SECTION 5. RATIFICATION. All actions of any officer, agent or other representative of the (Township/Borough/City) heretofore taken in the pursuit of the Berks County MS4 Steering Committee and/or the (Township's/Borough's/City's) participation therein are hereby ratified and approved in all respects.

SECTION 6. NECESSARY ACTS. The (Township/Borough/City) is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Ordinance and of the Agreement.

SECTION 7. PENNSYLVANIA INTERGOVERNMENTAL COOPERATION ACT. This Ordinance is adopted pursuant to the authority granted in the Act and, as required thereby, the following matters are specifically found and determined:

(a) The conditions of the Agreement are set forth in the Agreetnent;

(b) The duration of the Agreetnent is set forth in the Agreement;

(c) The purposes, objectives, powers and scope of authority granted and delegated for the Berks County MS4 Steering Committee are as set forth in the WHEREAS clauses of this Ordinance and in the Agreetnent;

(d) The manner and extent of financing the Agreement is through, among other things, the payments set forth in Section 6 of the Agreement; provided, however, that if pennitted by law, the participating municipalities may approve a revision in fees payable, if warranted, by resolution from time to time;

(e) The corporate organizational structure comprising the participating municipalities in the Berks County MS4 Steering Cotnmittee governing the Agreetnent is as set forth in the Agreement; and

(f) All property, real or personal, necessary for the implementation and operation of this Agree1nent shall be acquired, managed, licensed or disposed of in accordance with the terms of the Agreetnent;

(g) There will be no employees of the Berks County MS4 Steering Committee for purposes of entering into contracts for policies of group insurance and employee benefits.

SECTION 8. REPEAL. OF ORDINANCES. Any ordinance or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.

SECTION 9. SEVERABILITY. If any article, section, subsection, provtston, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason declared to be illegal, unconstitutional or invalid by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the ordinance as a whole, or any other article, section, subsection, provision, regulation, litnitation, restriction, sentence, clause, phrase, word or remaining portion of the within Ordinance. The (Board of Commissioners/Board of Supervisors/Borough Council/City Council) of the (Township/Borough/City) of _____, Pennsylvania, hereby declares that it would have adopted the

within Ordinance and each article, section, subsection, provlslon, regulation, limitation, restriction, sentence, clause, phrase and word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases or word that may be declared illegal, unconstitutional or invalid.

SECTION 10. EFFECTIVE DATE. This ordinance shall become effective (five (5) days from the date of enactment/at the earliest date permitted by law.).

DULY ENACTED AND ORDAINED this_____day of_____, 2018.

(TOWNSHIP/BOROUGH/CITY) OF_____

_____

(Chairman, Board of Township Commissioners/Supervisors)
(President, Borough Council)
(President, City Council)

ATTEST:

_____ (SEAL)
(Township/Borough/City) Secretary

ORDINANCE- EXHIBIT "A"

COST-SHARING AND COOPERATION AGREEMENT

BERKS COUNTY MS4 STEERING COMMITTEE

COST-SHARING AND COOPERATION AGREEMENT

THIS AGREEMENT, is made by and between the participating municipalities of the Berks County MS4 Steering Committee, as set forth below (the "Participating Municipalities").

BACKGROUND

WHEREAS, the First Class Townships, Second Class Townships, Boroughs and Third Class Cities of Pennsylvania, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce and the use of public streets, ways and property within their jurisdictions; and

WHEREAS, under the recognized corporate powers of the First Class Townships, Second Class Townships, Boroughs, and Third Class Cities, municipalities have the authority to enter into agreements with other municipalities, in accordance with existing laws, for performing governmental powers, duties, functions and maintaining peace, good government, health and welfare of the respective municipalities and their citizenry; and

WHEREAS, the Berks County MS4 Steering Committee (the "Committee") was formed to facilitate the creation and sharing of ideas, services and other resources to assist participating municipalities in the completion of their applications/annual report to the Pennsylvania Department of Environmental Protection ("DEP") for renewal of MS4 permits (PAG-13) and required reporting under the newly formulated regulations; and

WHEREAS, the Participating Municipalities have determined that it is in the best interests of their residents to participate in such a venture and to cooperate together and enter into this Agreement providing for cost-sharing and cooperation to determine the means by which the Participating Municipalities can best obtain the required information to be included in such applications/annual reports to the DEP for renewal ofMS4 permits (PAG-13); and

NOW, THEREFORE, in consideration of the above and intending to be legally bound hereby, the Participating Municipalities do agree to the following terms of this Agreement:

1. Each Participating Municipality shall appoint one (1) individual to the Committee to represent their municipality. Each Participating Municipality shall have one (1) vote.

2. Berks County Conservation District ("BCCD") shall be entitled to appoint one (1) individual to represent that agency. The County of Berks ("Berks") shall appoint one (1) individual; provided, however, that BCCD and Berks shall each only have one (1) vote.

3. Berks Nature ("BN") shall appoint one (1) individual to the Committee, who shall be a non-voting member.

4. In addition to appointments pursuant to Section 1 above, Municipal and other professional engineers having experience in storm water management may be appointed to the Committee without regard to the total number of such individuals, except that they must be associated with the appointing Participating Municipality. Such individuals shall be non-voting members.

5. If deemed necessary, the Participating Municipalities may engage an attorney to serve as solicitor for the Committee.

6. In order to be a member of the Committee, each Participating Municipality shall pay the aggregate sum of Three Thousand and Five Hundred Dollars ($3,500.00) as follows:

(a) Seven Hundred Dollars ($700.00) on or before March 1, 2018; and

(b) Commencing January 15, 2019 and annually thereafter through 2022, the sum of Seven Hundred Dollars ($700.00). All payments due hereunder shall be paid to and made payable to the Berks County Conservation District, which shall collect membership fees and pay for any services required to enable the Committee to conduct its business.

(c) If permitted by law, the Participating Municipalities may approve a revision in fees payable, if warranted, by resolution from time to time.

7. A municipality may enter/reenter into this Agreement at any time; provided, however, that payment of an entrance/reentrance fee of One Thousand Dollar ($1,000.00) for their first year and seven hundred dollars ($700.00) the remaining years of the permit cycle, which is payable pursuant to Section 6(b) above.

8. The Cooperative Education Program shall be developed in accordance with the provisions of Exhibit "A" attached hereto and made a part hereof.

9. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purpose, and all immunities from liabilities enjoyed by the Participating Municipalities within their respective boundaries shall extend to their

participation in services outside their respective boundaries and within the geographical area served by the Committee.

10. Invalidity. The invalidity, illegality or unconstitutionality of any portion of this Agreement shall not impair or affect the invalidity of this Agreement as a whole or any part thereof.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original part of the within Agreement and together shall constitute one Agreement.

12. Successors. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature lines]

AGREEMENT- EXHIBIT "A"

MS4 INTERGOVERNMENTAL COOPERATION

EDUCATIONAL PROGRAM

The Joint Cooperative Education Program is a five year program intended to consist of a combination of some or all of the following educational offerings. The Education partners will strive to provide opportunities for education applicable to all minimum control measures as required in the permit.

	Education Partner Responsibility	Municipality Responsibility
MCMI	Provide template for PEOP	Must individualize PEOP
	Newsletter and brochure templates	Must individualize, circulate, print
	Story boards and posters	Print and post
	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
	Organize tree planting, solicit volunteers, advertise	Municipalities provide trees, advertise event, solicit volunteers
	Provide up to date website content that includes educational resources, links	Review web content to assure the link is up to date on municipal website
MCM2	Provide template for PIPP	Must individualize PIPP, advertise and solicit public input on PIPP
	Attend public meetings which discuss stormwater/MS4 permit when necessary	Advertise and solicit public input prior to adoption of Stormwater Management Ordinance, Pollutant Reduction Plans
	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
MCM3	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
	Provide up to date website content that includes educational resources, links	Review web content to assure the link is up to date on municipal website
	Provide newsletter and brochure templates	Must individualize, circulate, print
MCM4	General education may be included during training/workshops	Fully responsible
MCMS	General education may be included during training/workshops	Fully responsible

MCM6	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
	Provide municipal employee training workshops, brochure templates, videos	Must individualize, circulate, print