RESOLUTION NO. 21 -2025

A RESOLUTION OF THE TOWNSHIP OF MAIDENCREEK, BERKS COUNTY PENNSYLVANIA, AUTHORIZING THE BOARD OF SUPERVISORS TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OTHER BERKS COUNTY MUNICIPALITIES, TO PARTICIPATE IN THE BERKS COUNTY MS4 STEERING COMMITTEE FOR THE PURPOSE OF COLLABORATIVELY MEETING THE EDUCATIONAL REQUIREMENTS FOR MS4 NPDES PERMITS.

WHEREAS, the First Class Townships, Second Class Townships, Boroughs, Third Class Cities and Third Class Counties 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, the First Class Township Code, Second Class Township Code, Borough Code. 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 municipalities of Pennsylvania in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize the adoption of joint agreements as may be deemed appropriate for such purposes; and

WHEREAS, there are currently certain municipalities within Berks County that 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 cooperate in providing required educational programming ("Cooperative Educational Program"); and

Whereas, there are certain municipalities in Berks County, which have been or may from time to time be invited to join in the Berks County MS4 Steering Committee: and

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

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

WHEREAS, the Board of Supervisors of the Township of Maidencreek 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.

NOW THEREFORE BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of the Township of Maidencreek, Berks County, Pennsylvania, as follows:

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

SECTION 2. PURPOSE. The purpose of this Resolution is to enable the Township of Maidencreek to participate with other Berks County municipalities in the Berks County MS4 Steering Committee to obtain a Cooperative Educational Program.

SECTION 3. AUTHORIZATION. The Board of SUpervisors hereby approves entering into the Berks County MS4 Steering Committee Cost Sharing and Cooperation Agreement (the "Agreement"), 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 Resolution was adopted), with the intent and effect that the Township of Maidencreek shall be bound by the Agreement.

SECTION 4. EXECUTION. The Chair or Vice Chair of the Board of Supervisors of the Township of Maidencreek is hereby authorized and directed on behalf of the Supervisors: (i) to execute and deliver the Agreement; and (ii) to execute and deliver such additional instruments, and to take such further actions as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement.

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

SECTION 6. NECESSARY ACTS. The Township of Maidencreek is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Resolution and of the Agreement.

SECTION 7. PENNSYLVANIA INTERGOVERNMENTAL COOPERATION ACT. This Resolution 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 Agreement;

(b) The duration of the Agreement 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 Resolution and in the Agreement;

(d) The manner and extent of financing the Agreement is through, among other things, the payments set forth in Section 6 of the Agreement;

(e) The corporate organizational structure comprising the participating municipalities in the Berks County MS4 Steering Committee necessary to implement the Agreement is as set forth in the Agreement;

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

(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 RESOLUTIONS. Any Resolution or parts of Resolutions conflicting with the provisions of this Resolution are hereby repealed insofar as they are inconsistent with this Resolution's provisions.

ADOPTED this 14th day of August, 2025.

Township of Maidencreek

Joshua G. Meck, Chair

Eric Bauman, Vice Chair

Attest:

Christina L. Hafer, Secretary

David K. Franke, Supervisor

BERKS COUNTY MS4 STEERING COMMITTEE

COST SHARING AND COOPERATION AGREEMENT

THIS AGREEMENT, is made this _____day of _____, 2025, by and among 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, Third Class Cities and Third Class Counties 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, Third Class Cities, and Third Class Counties, and the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 PA. C.S. § 2301, et seq.) as amended (the "Act"), 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 committee for the purpose of collaboratively meeting the educational requirements and annual reporting requirements to be provided to the Pennsylvania Department of Environmental Protection ("DEP") for renewal of MS4 NPDES permits and required reporting under existing and 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 of MS4 NPDES permits.

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) representative and one (1) alternate to the Committee to represent such municipality. Each Participating Municipality shall have one (1) vote.

2. Berks County Conservation District ("BCCD") and Berks Nature ("BN"), each of which shall be non-voting members, shall be entitled to appoint one (1) representative and one (1) alternate to the Committee.

3. In addition to appointments pursuant to Section 1 above, municipal and other professional engineers having experience in storm water management not otherwise appointed pursuant to Section 1 above may be appointed to the Committee by Participating Municipalities without regard to the total number of such individuals. Such individuals shall be non-voting members.

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

5. Except for the County of Berks, in order to be a member of the Committee, each Participating Municipality shall pay when due the annual membership fees as established by the Committee from time to time. All payments due hereunder shall be paid to and made payable to BCCD which shall collect membership fees and pay for any services required to enable the Committee to conduct its business.

6. A municipality may enter/reenter into this Agreement at any time; provided, however, that payment is made of an entrance/reentrance fee equal to the annual fee then in effect.

7. The Committee shall develop and maintain an education program as set forth on Exhibit "A" attached hereto and made a part hereof, or as may be required by DEP from time to time, for renewal of MS4 NPDES permits, The Committee is authorized to engage Berks County Planning Commission, BCCD and/or BN (the "Education Partners") as needed for this purpose or to otherwise carry out its duties in accordance with this Agreement. The Participating Municipalities shall authorize the payment of fees for all invoices for services rendered by the Education Partners, including but not limited to, direct and indirect costs, on behalf of the Committee.

8. The County of Berks, as a Participating Municipality, reserves the right to terminate this Agreement at any time by providing at least one (1) years' prior written notice to all other Participating Municipalities of such termination.

9. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, 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. 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. 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. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

AGREEMENT - EXHIBIT "A"

MS4 INTERGOVERNMENTAL COOPERATION

EDUCATIONAL PROGRAM

The Joint Cooperative Education Program is intended to consist of a combination of some or all of the following educational offerings. Berks County Planning Commission, Berks County Conservation District and Berks Nature (the "Education Partners") will strive to provide opportunities for education applicable to all minimum control measures ("MCM") as required in the applicable MS4 Permit.

	Education Partners' Responsibility	Participating Municipality Responsibility
MCM 1 Public Education and Outreach	Provide template for PEO	Individualize PEO
	Provide educational outreach content for members (newsletters, brochures, posters)	Individualize, circulate, print, post
	Provide training (in-person and You Tube)	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
	Organize tree planting, solicit volunteers, advertise	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, circulate to residents
	Provide Riparian Buffer Trailer at discounted rate to members	Contact Conservation District for Riparian Buffer Trailer availability
	Provide SWAG bus at four (4) countywide events per year (case?)	
	Provide use of SWAG bus at discounted rate to Participating Municipalities	Contact Conservation District for SWAG bus availability
MCM 2 Public Participation and Involvement	Provide template for PPI	Individualize PPI, advertise and solicit public input on PPI
	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
MCM 3		

Illicit Discharge, Detection and Elimination	Provide training(in-person and YouTube)	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	Individualize, circulate, print
MCM 4 Construction Site Stormwater Runoff Control	General education may be included during training/workshops	Fully responsible (define)
MCM 5 Post Construction Stormwater Management	General education may be included during training/workshops	Fully responsible (define)
	Berks County Conservation to close construction permit with final inspection. The Conservation District may assist with post construction complaints	Participating Municipalities to review and keep record of required operations and maintenance plan for stormwater infrastructure; coordinate with Conservation District on status of permit during development process
MCM 6 Pollution Prevention and Good Housekeeping for Municipal Operations	Provide training. (in-person and YouTube)	Require municipal employees to attend training opportunities. Keep and maintain records of employee training

It is the responsibility of the Participating Municipality to contact Educational Partners at least thirty (30) days in advance of an event to assure Education Partners' attendance at any such event.

TOWNSHIP OF MAIDENCREEK

Vice Chairman, Board of Township Supervisors

ATTEST:

(SEAL)

Christina Hafer, Township Secretary