

ORDINANCE NO.

AN ORDINANCE OF THE TOWNSHIP OF ANTIS, BLAIR COUNTY, APPROVING THE AGREEMENT CREATING THE INTERGOVERNMENTAL STORMWATER COMMITTEE SETTING FORTH: A TITLE; AUTHORITY AND APPROVAL FOR THE AGREEMENT; CONTENTS OF THE AGREEMENT INCLUDING THE INITIAL MEMBERS, TWO YEAR TERM OF AGREEMENT, PURPOSE AND OBJECTIVES, POWERS FOR THE COMMITTEE, MANNER AND EXTENT OF FINANCING, ORGANIZATIONAL STRUCTURE; A SEVERABILITY CLAUSE; A REPEALER OF INCONSISTENT ORDINANCES AND AN EFFECTIVE DATE.

The Governing Body of the Township of Antis, Blair County, (hereinafter "Municipality") hereby ordains the following:

SECTION 1. TITLE.

This Ordinance shall be known and cited as the "Intergovernmental Stormwater Committee Agreement Ordinance".

SECTION 2. AUTHORITY.

The Municipality is authorized to enter into and execute intergovernmental agreements in the exercise and/or performance of its governmental functions, powers or responsibilities by authority of the Intergovernmental Cooperation Act (Act 177 of 1996, 53 Pa. C.S. § 2301 et seq., as amended.)

SECTION 3. APPROVAL.

The following intergovernmental agreement, a true and correct copy of which is attached hereto and incorporated herein by this reference, to be executed by the Municipality, is hereby approved:

Agreement Establishing the Intergovernmental Stormwater Committee (hereinafter "Agreement").

Municipality from the Pennsylvania Department of Environmental Protection ("DEP") in obtaining stormwater discharges permits from DEP.

1. Powers.

(a) receive, administer, and dispense funds from whatever source derived including, but not limited to, municipal, state, federal, or other sources and establish such accounts and funds necessary for the same;

(b) invest any monies held in investments authorized as investments for Member Municipalities;

(c) contract for services;

(d) establish such organizational structure as deemed necessary;

(e) acquire, manage, license, or dispose of personal property as permitted by the Act and as specified in this Agreement and in accordance with executed contracts;

(f) as set forth herein, acquire, manage, license, lease, or dispose of real property, as specified in the Agreement and in accordance with executed contracts;

(g) propose, initiate, implement, or revise studies, policy discussions and plans for the Committee;

(h) employ or contract for the employment of staff in permanent or temporary, part-time or full-time positions as necessary, according to adopted policies and fix the salaries, wages, pay and other compensation of such employees or such contracts for the same;

(i) establish employee benefit programs and enter into contracts for social security, group insurance or other benefits;

(j) purchase (from an insurance company authorized to transact business in Pennsylvania) insurance insuring the property of the Committee against loss or damage and insuring the

be on a percentage formula basis. A quorum shall consist of a majority of Board members. The officers of the Board and their terms shall be as set forth in the Agreement. The Board shall insure that the day to day affairs of the Committee are managed appropriately, subject to the provisions of the Agreement and may appoint committees as deemed appropriate.

F. Real and Personal Property Acquisition and Disposal. The Committee may purchase or lease real and personal property and/or accept the donation of the same in accordance with the Act.

G. Insurance. The Committee shall be empowered to enter into Contracts for policies of group insurance and employee benefits, including Social Security, for its employees if any.

SECTION 5. INCORPORATION OF AGREEMENT.

A copy of the above-mentioned Agreement is attached hereto and the same is hereby incorporated as part of this Ordinance as if fully set forth at length with the intent of the attachment and incorporation of said Intergovernmental Agreement into this Ordinance being to satisfy the Act.

SECTION 6. SEVERABILITY.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinances. It is hereby declared as the intent of the Governing Body of the Municipality that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 7. REPEALER

All ordinances or parts of ordinances which are inconsistent herewith are hereby

INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT

THIS INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT,

(hereinafter, at times, "Agreement") is made and entered this day of , 2016, by and among

ALLEGHENY TOWNSHIP, ANTIS TOWNSHIP, BELLWOOD BOROUGH, BLAIR

TOWNSHIP, CITY OF ALTOONA, DUNCANSVILLE BOROUGH, FRANKSTOWN

TOWNSHIP, FREEDOM TOWNSHIP, HOLLIDAYSBURG BOROUGH, LOGAN TOWNSHIP

AND BLAIR COUNTY, (hereinafter individually "Municipality" or collectively "Municipalities") all

Pennsylvania political subdivisions located in Blair County, Pennsylvania.

WITNESSETH:

WHEREAS, the Municipalities hold a Pennsylvania Department of Environmental Protection (hereinafter "DEP") MS4 Permit (regarding stormwater discharges) and are required to prepare and implement a Chesapeake Bay Pollutant Reduction Plan (hereinafter "CBPRP"); and

WHEREAS, the Municipalities have partnered together for the past several years to determine how best to comply with heightened best management practices (hereinafter "BMPs") and inspection requirements by DEP in order to renew their respective MS4 Permits; and

WHEREAS, BMPs or BMP projects require capital expenditures, in some cases, significant capital expenditures; and

WHEREAS, the Municipalities have had discussions with DEP wherein each Municipality shall obtain an individual MS4 Permit for each Municipality but will be given credit for BMP projects implemented by each of the other Municipalities; and

WHEREAS, recognizing that such BMP projects will be beneficial to all the Municipalities given the joint credit for such BMP projects, the Municipalities desire to formalize their relationship by entering into an intergovernmental agreement to establish an Intergovernmental Stormwater Committee

of this Agreement; and

C. Regularly convene the ISC, maintain all ISC records, and communicate pertinent information with the Municipalities between such regular meetings; and

D. Receive, invest and distribute any and all real estate and funds, from grants or whatever source derived in accordance with this Agreement and/or the Act in order to administer this Agreement pursuant to its terms; and

E. Coordinate the completion of all required reports and plans, including the CBPRP, public education plans, public involvement plan, annual reports and progress reports for the Municipalities and assist in the implementation of these plans to ensure among other goals that the Municipalities receive joint credit for BMPs undertaken in any Municipality; and

F. Carry out appropriate Minimum Control Measures (MCMs), including public education and involvement activities, at a regional level on behalf of the Municipalities; and

G. Select and, thereafter, manage, supervise and evaluate any professional consultants hired to perform work for the Municipalities at a regional level, including preparing the CBPRP; and

H. Oversee and assist in the implementation of MS4 related mapping, GIS and field work activities completed by or on behalf of the Municipalities; and

I. Coordinate regular MS4 trainings, tours and information sharing sessions for appropriate staff of the Municipalities; and

J. Research funding opportunities, prepare and submit grant applications in support of MS4 compliance and the ISC; and

K. Attend DEP or other applicable governmental agency inspections of

by the ISC.

3. ISC Membership.

A. Composition.

- (i) Initial Members. The ISC shall be initially composed of one (1) person from each Municipality hereinabove listed. Each Municipality shall appoint a member and a substitute member and notify the ISC in writing of the names of the persons so appointed.

- (ii) Future Members. Any municipality may become a member of the ISC as follows:
 - (a) A municipality shall submit a written request for membership signed by the chief executive officer of the said municipality and duly attested indicating the names of the officials proposed as representatives to the ISC.

 - (b) Upon receipt of the written request for membership, the member Municipalities of the ISC shall vote on the request and if affirmative action is taken by a majority of the said member Municipalities, the Secretary of the ISC shall forward an ISC Membership Agreement, to the requesting municipality for appropriate execution. Upon execution by the requesting municipality, the said municipality shall forward the Agreement, together with the Ordinance of that Municipality approving the said Membership Agreement, to the ISC for execution by the President and Secretary of the ISC. Thereafter, upon compliance with the cost sharing provisions set forth in Paragraph 5, the requesting municipality shall become a voting member Municipality of the ISC. The ISC and the Municipalities shall not be required to undertake any other action with regard to admittance of any additional municipalities other than such action as set forth herein.

would be had by, preserved to or applicable to a municipality, its employees, officers and officials under the provisions of the Political Subdivisions Tort Claims Act (Subchapter C of Chapter 85 of Title 42 of the Pennsylvania Consolidated Statutes, Act 142 of October 5, 1980, as amended, 42 PA Con. Stat. Ann. §8541 et seq.), and/or under the provisions of any other Pennsylvania law or any federal law, now or hereafter enacted which provides for immunities, limitations, rights, benefits, or powers in connection with the subject matter of this Agreement.

5. Cost Sharing.

A. Costs. The Municipalities shall contribute the sum of One Hundred Thousand \$100,000.00 Dollars to pay for the cost to be incurred by the ISC for each year of the term of this Agreement for a total of Two Hundred Thousand (\$200,000.00) for the term of this two (2) year Agreement. Said sum shall be divided, as set forth hereinafter on a percentage formula basis among the Municipalities and with said portion to be paid as hereafter set forth. Any future member municipality accepted as a member shall pay the amount allocated to such future municipality on the percentage formula basis determined at the time of such members admission to the ISC, regardless of the time of year in which said municipality becomes a member of the ISC, unless otherwise directed by the ISC. Such yearly compensation shall include the cost to administer this ISC and for such other costs incurred by the ISC to carry out the purposes of the ISC including, but not limited to, the hiring of consultants. The percentage formula basis upon which the annual costs are to be shared by the Municipalities was developed by the Environmental Finance Center and is based on population, stream length, and impervious surface, resulting in the following breakdown of annual cost:

1, said costs shall be paid to the ISC in the amount and at the time which the ISC directs by written notice to the municipality requesting membership.

6. Additional Revenues. Any and all revenues received by the ISC or by a Municipality or other entity on behalf of the ISC, from whatever source derived, including but not limited to grant funds, shall not be used to offset any amounts due by the Municipalities but instead shall be used by the ISC to fund such undertakings deemed appropriate by the ISC.

7. Term of Agreement. This Agreement shall commence on the 1st day of January, 2017, and shall continue to be in effect until the 31st day of December, 2018. This Agreement may be renewed upon the ISC receiving a resolution of the governing bodies of a Municipality indicating the terms and conditions of such renewal. In the event a Municipality does not supply such a resolution to the ISC by December 1, 2018, the Agreement as renewed shall not include any such Municipality as a member and such Municipality shall not be entitled to the benefits nor be encumbered with any duties as set forth in any such renewed agreement. This Intergovernmental Stormwater Committee Agreement is adopted pursuant to the Intergovernmental Cooperation Law of the Commonwealth of Pennsylvania, found at 53 Pa. Stat. Ann. §2301 et seq., and each member Municipality, whether initial or future, shall take all necessary steps under said statute to comply with the same, including but not limited to the enactment of an ordinance to approve this Agreement. This Agreement may not be terminated without the written agreement of all the Municipalities a party hereto.

8. Entire Agreement. This Agreement constitutes the entire contract by the parties hereto, and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all the parties hereto.

9. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

10. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of

**SIGNATURE PAGE FOR
INTERGOVERNMENTAL STORMWATER AGREEMENT - 2016**

ATTEST:

ALLEGHENY TOWNSHIP

.....
Secretary

By:

.....
Chair

**SIGNATURE PAGE FOR
INTERGOVERNMENTAL STORMWATER AGREEMENT - 2016**

ATTEST:

BELLWOOD BOROUGH

.....
Borough Secretary

By:
Council President

**SIGNATURE PAGE FOR
INTERGOVERNMENTAL STORMWATER AGREEMENT - 2016**

ATTEST:

CITY OF ALTOONA

.....
City Clerk

By:
Mayor

**SIGNATURE PAGE FOR
INTERGOVERNMENTAL STORMWATER AGREEMENT - 2016**

ATTEST:

FRANKSTOWN TOWNSHIP

.....
Secretary

By:

.....
Chair

**SIGNATURE PAGE FOR
INTERGOVERNMENTAL STORMWATER AGREEMENT - 2016**

ATTEST:

HOLLIDAYSBURG BOROUGH

.....
Borough Secretary

By:
Council President

**SIGNATURE PAGE FOR
INTERGOVERNMENTAL STORMWATER AGREEMENT - 2016**

ATTEST:

BLAIR COUNTY

.....
Chief Clerk

By:

.....
Chair