

INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT

THIS INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT,

(hereinafter, at times, "Agreement") is made and entered this 20th day of DEC, 2018, by and among **ALLEGHENY TOWNSHIP, ANTIS TOWNSHIP, BELLWOOD BOROUGH, BLAIR TOWNSHIP, CITY OF ALTOONA, DUNCANSVILLE BOROUGH, FRANKSTOWN 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, certain of the Municipalities hold a Pennsylvania Department of Environmental Protection (hereinafter "DEP") Municipal Separate Storm Sewer Systems National Pollution Discharge Elimination System (hereinafter "MS4 NPDES") 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 NPDES Permits; and

WHEREAS, the Municipalities have been operating together as a single entity since June 5, 2016 under the named identity, "Intergovernmental Stormwater Committee" (hereinafter "ISC") pursuant to an Intergovernmental Stormwater Committee Agreement (hereinafter "ISC Agreement") dated June 5, 2016 and adopted prior thereto by each municipality by Ordinance; and

WHEREAS, the Municipalities began to share in the resources for Mapping, Best Management

Practices projects, Training and Pollution Reduction Plan, Total Maximum Daily Load (PRP/TMDL) Planning in order to renew their MS4 Permit for the next 5-year cycle; 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 continue to obtain their own MS4 NPDES Permit but will be given credit for BMP projects implemented in other ISC Municipalities; and

WHEREAS, each municipality in the ISC is bound by their MS4 NPDES Permit to implement the Pollution Reduction Plan (hereinafter "PRP") completed by the Center for Watershed Protection (CWP) dated September 2017 and approved by DEP; 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 renew, amend and restate the existing ISC Agreement so as to continue their relationship and delegate to the ISC certain municipal MS4 NPDES duties as may be authorized by the Municipalities from time to time; and

WHEREAS, the existing ISC Agreement, adopted in accordance with Act 177 of 1996, 53 Pa. C.S. § 2301 et seq., as amended, known as the "Intergovernmental Cooperation Act" (hereinafter "Act") permits renewal by the Municipalities adopting a Resolution pursuant to Paragraph 7 of the said existing ISC Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree to completely restate the ISC Agreement as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein as if fully set forth.

2. Intergovernmental Stormwater Committee Renewed. The Municipalities hereby renew, amend and restate the ISC Agreement wherein said Committee shall, by contract or otherwise and upon the terms and conditions hereinafter set forth:

- A. Procure the services of a qualified professional or entity to coordinate the efforts of the Municipalities in complying with governmental (including, but not limited to, DEP) stormwater requirements, including but not limited to those involving the MS4 NPDES Program and establish the rate of pay and/or benefits to be provided; and
- B. Communicate with DEP and other applicable governmental agencies on behalf of the Municipalities, subject to the approval of any such Municipality involved, and advise the Municipalities to ensure the requirements of the MS4 NPDES Program are fully understood; 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 ISC Municipality; and
- F. Coordinate the implementation of the CBPRP that the Municipalities have collaboratively constructed and has been approved by DEP with all Municipalities

sharing in the cost to implement stormwater and water quality BMP's within the CBPRP to achieve pollutant load reductions which pollutant reductions may be reported in each member's Annual MS4 NPDES Permit Report to DEP and reported in the Regional CBPRP Report.

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

H. Select and oversee the standing and ad hoc committees of the ISC; and

I. 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 design; and

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

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

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

M. Attend DEP or other applicable governmental agency inspections of Municipalities MS4 NPDES programs and meeting with such agencies pertaining to the MS4 NPDES Program and assist Municipalities in addressing any required follow-up to identified deficiencies; and

N. Participate in continuing updates to the stormwater management plan adopted by the ISC and implementation thereof through evaluation of and possible amendments to

Municipalities' stormwater management ordinances; and

O. Monitor and maintain a working knowledge of state and federal laws pertaining to MS4 NPDESs and court case precedent decisions having potential impact on the Municipalities and regularly apprise the Municipalities of such legal issues; and

P. Coordinate and take the lead on updating and submitting future MS4 NPDES permit applications, as renewals or re-submittals become necessary, subject to the approval of any affected Municipality and coordinate the addition of future MS4 NPDES municipalities to the ISC as necessary; and

Q. Utilize the functions, powers and responsibilities that the member Municipalities and any participating organization may respectively have with respect to the operation, management, administration and enforcement of any program undertaken pursuant to this Agreement, including but not limited to, any such function, power and responsibility found under Pennsylvania or federal law, regulation or rule now or hereafter enacted or effective affecting such member municipality and/or participating organization, including but not limited to, the 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 Committee, its employees, Board members, officers, solicitor, and officials against liability exposure;

R. Take other actions consistent with the Act as may be assigned to the ISC by a majority of the governing bodies of the Municipalities by resolution setting forth such action to be undertaken by the ISC.

3. ISC Membership.

A. Composition.

- (i) Members. The ISC shall be 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.
 - (c) Notwithstanding any provisions contained herein to the contrary, the ISC may permit Non-MS4 urbanized municipalities to join the ISC upon the terms and

conditions deemed appropriate to the ISC. All requests for membership by non-urbanized municipalities shall indicate whether such municipality desires being admitted as other than a Percentage Allocated Municipality.

(d) Upon membership of any future municipality, said municipality shall have the rights and responsibilities as set forth in this Agreement.

(f) All member Municipalities shall provide a copy of the Municipality's annual DEP report to the ISC at the time of said report's submission to the DEP by the Municipality.

4. Conduct of Business. All action taken by the ISC pursuant to this Agreement shall be by a majority vote of at least fifty-one (51%) of the member Municipalities of the ISC at any duly called meeting at which a quorum is present. No action may be taken in the event of a tie vote. The ISC may adopt any rules of order it deems appropriate for conducting its business.

A. Assignment of Votes, Quorum. Each of the Municipalities shall be entitled to one (1) equal vote. A quorum of the ISC shall be declared if a majority of the Municipalities is represented at any duly called meeting.

B. Officers. The officers of the ISC shall be a chair/president, vice chair/president, secretary and such other officers as the ISC desires to create from time to time. Officers shall be elected annually at the ISC's organizational meeting from the membership of the ISC with each officer position being held by a separate member Municipality. Currently the ISC has designated the Blair County Conservation District as Treasurer, however, the ISC may appoint a treasurer from among its members or any entity for a term and upon conditions the ISC deems appropriate. If the chair/president and/or vice chair/president refuse or are unable to serve, the ISC shall appoint an acting chair/president. The ISC

shall be authorized to take all action necessary to organize, structure and administer its duties and responsibilities hereunder.

C. Meetings. The ISC shall meet at least four times per year on a quarterly basis or at such other times as it may determine.

D. Committees. There shall exist the following committees:

- (i). A standing Management Committee consisting of, at a minimum, the officers of the ISC and such others the ISC may deem appropriate, which said Committee shall be responsible for overseeing the affairs of the ISC between the meetings of the ISC membership.

- (ii). A standing Technical Committee - which shall consist of the Municipal technical consultants and other designated staff, with such consultants and staff to be chosen, removed and/or replaced by the Management Committee, to coordinate efforts vital to the MS4 NPDES Permitting process, assist in securing grants and other funding and implementation of the CBPRP.

- (iii). Such ad hoc committees as the ISC may appoint from time to time.

E. Grant of Immunities. As a matter reciprocal to the responsibilities and duties delegated in this Agreement, the ISC, its employees, members, representatives, officers and officials shall have the same immunities from liability, the same limitations on damages, the same rights and benefits, and the same powers as 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. Administration, Technical Committee and Design and Construction Costs (hereinafter collectively "Costs"). The Municipalities shall contribute the following:

(i). Administration Cost. The sum of One Hundred Thousand \$100,000.00 Dollars for each year of the term of this five (5) year Agreement. Said sum shall be divided on a Percentage 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 full Municipal Percentage Allocation amount allotted to the future member regardless of the time of year in which said municipality becomes a member of the ISC, unless otherwise directed by the ISC. Such yearly contribution shall be used to pay the cost to administer the ISC and for such other costs incurred by the ISC to carry out the purposes of the ISC as may be set forth in the annual budget as approved by the ISC. The Municipal Percentage Allocation 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 percentages:

Municipal Percentage Allocation*

Allegheny Township	13.354%	
Altoona City	38.325%	
Antis Township	5.361%	
Bellwood Borough	1.676%	
Blair County	0.574%	
Blair Township	6.022%	
Duncansville Borough	2.007%	
Frankstown Township	6.544%	
Hollidaysburg Borough	8.042%	
Logan Township	18.095%	
Total	100%	

* The Municipal Percentage Allocation shall be recalculated upon the acceptance by the ISC of any future member, which revised Municipal Percentage Allocation, when confirmed by resolution of the ISC, shall be utilized for the purposes of the Agreement in place of the above Municipal Percentage Allocation.

(ii). Technical Committee Costs. The initial schedule of estimated design costs and expenses of the Technical Committee, attached hereto and incorporated herein as Exhibit "A" will be used to calculate Municipal Percentage contributions. Said Exhibit will be evaluated annually to adjust design status and estimated expenses due, and to account for other potential revenue sources and when confirmed by resolution of the ISC, shall be utilized for purposes of this Agreement in place of the said Exhibit "A". Said Exhibit "A" shall also be revised in the event of a future member joining the ISC, in which event such member shall pay the full Percentage amount allocated to such member within the time set forth in the invoice to such member by the ISC, unless otherwise directed by the ISC.

(iii). CBPRP Implementation Costs. The schedule of estimated project implementation and

expenses attached hereto and incorporated herein as Exhibit "B" will be used to calculate Municipal Percentage Allocation contributions for such implementation costs. Said Exhibit will be evaluated annually and provided to the ISC by November 1, of each year of the term of this Agreement by the Technical Committee, to adjust project status and estimated expenses due, and to account for other potential revenue sources and when confirmed by resolution of the ISC, shall be utilized for purposes of this Agreement in place of the said Exhibit "B". Said Exhibit "B" shall also be revised in the event of a future member joining the ISC, in which event such member shall pay the full Municipal Percentage Allocation amount allocated to such member within the time set forth in the invoice to such member by the ISC, unless otherwise directed by the ISC.

6. Time of Payment of Costs. Each member Municipality shall pay their share of any Costs, set forth in this Agreement, on at least a quarterly basis with the first such payment to be paid not later than the 31st day of January of each year of the term of this Agreement. In order for a Municipality to be able to cast a vote on the ISC, the Municipality shall have first paid in full any invoice received pursuant to the Agreement within the time set forth in the invoice for payment to be made. In the event a Municipality fails to pay any such invoice in full by the time required, such Municipality shall not be entitled to vote until such invoice is paid in full and any such shortfall shall be distributed among those Municipalities who have made such payment in the same proportion as payment of cost are allocated in this Agreement. Once such defaulting Municipality makes such payment,(including, but not limited to, any interest incurred by those Municipalities that paid the share of such defaulting Municipality) the same shall be distributed to those Municipalities who made such payment on behalf of the defaulting Municipality on the same basis as the payment was made. In the case of future member municipalities which join other than on January 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. In the event that any actual Costs are in excess of the estimate of such Costs paid by the Municipalities, any such excess owing shall be included in and paid with the first quarterly billing by the ISC to the Municipalities.

7. Financial Security. Each member Municipality shall furnish and/or cause to be furnished, upon the execution of this Agreement, cash, performance bonds and/or an irrevocable letter of credit from a state or federally chartered and insured lending institution (collectively “Financial Security”), to and in favor of the ISC in the amount of 100% of the Municipality's Municipal Percentage Allocation cost estimate of the CBPRP Implementation Costs for 2019 as listed on the Exhibit "B" cost estimate prepared by the Technical Committee. On or before December 1 of 2019 and on or before December 1, of each year of the term of this Agreement thereafter, each member Municipality shall provide, if necessary, additional Financial Security as may be needed to ensure the Municipalities have provided 100% of the cost estimate update as submitted by the Technical Committee and confirmed by ISC for the year in question. Said financial security shall be in a form acceptable to the ISC.

8. 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, donations, or fund raisers shall not be used to offset any administrative costs due by the Municipalities but may be used by the ISC to offset any Technical and/or CBPRP costs incurred by the ISC.

9. Enforcement and Penalties. The Municipalities acknowledge that commitment to pay the cost set forth in this Agreement requires the Municipalities to undertake substantial costs in order to comply with requirements of the law. Therefore, each member Municipality must remain committed to the obligations set forth in this Agreement for the entire five (5) year term. In the event a member Municipality attempts to withdraw and/or refuses to pay the Costs imposed and within the time required by this Agreement, the same shall be considered a default in which event the ISC and/or any member Municipality shall have the right to enforce the

provisions of this Agreement in law and/or in equity and /or seek any other lawful redress available and the defaulting Municipality hereby authorizes the following:

- A. Notifying the appropriate governmental agency of the said default and seek to exclude the defaulting Municipality from participating in the benefits of this Agreement including, but not limited to, receiving credit for projects undertaken by the ISC at which point the defaulting Municipality shall be responsible for compliance with any and all requirements related to the defaulting Municipality's MS4 NPDES Permit and any related requirements; and
- B. Utilizing the Financial Security posted by the defaulting Municipality; and
- C. Payment by the defaulting Municipality of the estimated Costs remaining for the term of this Agreement in a lump sum upon thirty (30) days' notice by the ISC; and
- D. Payment of attorney fees for enforcement of this Agreement against the defaulting Municipality; and
- E. Any other such remedy deemed appropriate. _

10. Term of Agreement. This Agreement shall commence on the 1st day of January 2019, and shall continue to be in effect until the 31st day of December, 2023. This Agreement may be renewed, amended and/or restated upon the ISC receiving a resolution of the governing bodies of a Municipality indicating the terms and conditions of such renewal, amendment and/or restatement. In the event a Municipality does not supply such a resolution to the ISC by December 1, 2023, the Agreement as renewed, amended and/or restated 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., as to the signatory Municipalities to this Agreement and each future member Municipality 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.

11. 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.

12. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Lilly X. Min
Secretary

Intergovernmental Stormwater Committee
LOGAN TOWNSHIP

By Samuel B. Brown
Chair

RESOLUTION NO. 12-13-2018-5

**APPROVAL OF RENEWAL OF THE INTERMUNICIPAL STORMWATER
COMMITTEE AGREEMENT**

WHEREAS, Allegheny Township entered into an Intergovernmental Stormwater Committee Agreement (hereinafter "2016 ISC Agreement") with various other municipalities dated June 5, 2016, the same being incorporated herein as if fully set forth at length; and

WHEREAS, the 2016 ISC Agreement ends as of December 31, 2018, however, Paragraph 7 thereof permits the parties to said Agreement to extend it upon the terms agreed upon by the said parties; and

WHEREAS, the parties to the 2016 ISC Agreement have tentatively agreed upon terms to renew and extend said Agreement with only minor revisions to be made to said Agreement; and

WHEREAS, the Allegheny Township Board of Supervisors desires to authorize the appropriate officers of the Board to sign the final agreement to renew and extend the 2016 ISC Agreement which has been approved by (enter Township Solicitor if that who approved).

NOW, THEREFORE, BE IT RESOLVED AND THE SAME HEREBY RESOLVED by the Board of Supervisors of Allegheny Township that the appropriate officers of said Board are hereby authorized to sign the agreement to renew and extend the 2016 ISC Agreement, subject to the approval of the wording of the same by the Solicitor of Allegheny Township and thereafter to forward this Resolution and the said signed agreement to renew and extend to the Intergovernmental Stormwater Committee.


This Resolution made and adopted this 13th day of December, 2018.


ALLEGHENY TOWNSHIP BOARD OF SUPERVISORS


(Chairman

ATTEST:


Billie Morrison, Secretary


Supervisor


Supervisor

NOV 19 2018

RESOLUTION No. 0082-18

I hereby certify that this
is a true and correct copy
of the original.

Linda Rickers Shellhammer
City Clerk

**APPROVAL OF RENEWAL OF THE
INTERMUNICIPAL STORMWATER COMMITTEE AGREEMENT**

WHEREAS, the City of Altoona entered into an Intermunicipal Stormwater Committee Agreement (hereinafter "2016 ISC Agreement") with various other municipalities dated June 5, 2016, the same being incorporated herein as if fully set forth at length; and

WHEREAS, the 2016 ISC Agreement ends as of December 31, 2018, however, Paragraph 7 thereof permits the parties to said Agreement to extend it upon the terms agreed upon by the said parties; and

WHEREAS, the parties to the 2016 ISC Agreement have tentatively agreed upon terms to renew and extend said Agreement with only minor revisions to be made to said Agreement; and

WHEREAS, the Governing Body of the City of Altoona desires to authorize the Mayor to sign the final agreement to renew and extend the 2016 ISC Agreement, which has been approved by the Solicitor of the City of Altoona, and further authorizes the City Clerk to attest to same.

NOW, THEREFORE, BE IT RESOLVED AND THE SAME IS HEREBY RESOLVED by the Governing Body of the City of Altoona, the Mayor is hereby authorized to sign the agreement to renew and extend the 2016 ISC Agreement, and the City Clerk is further authorized to attest to same, subject to the approval of the wording of the same by the Solicitor of the City of Altoona, and thereafter to forward this Resolution and the said signed agreement to renew and extend to the Intermunicipal Stormwater Committee.

Roll Call	Yeas	Nays		Yeas	Nays
Butterbaugh	✓		Kelley	✓	
Cacciotti	✓		Neugebauer	✓	
Cagle	✓		Mayor Pacifico	✓	
Jordan	✓				
				7	0

Adopted NOV 14 2018

[Signature]
Mayor

NOV 14 2018

Date Signed

Attest: *Linda Rickers Shellhammer* NOV 15 2018
City Clerk Date Recorded

RESOLUTION NO. 20-2018

**APPROVAL OF RENEWAL OF THE INTERMUNICIPAL STORMWATER
COMMITTEE AGREEMENT**

WHEREAS, the Township of Antis entered into an Intergovernmental Stormwater Committee Agreement (hereinafter "2016 ISC Agreement") with various other municipalities dated June 5, 2016, the same being incorporated herein as if fully set forth at length; and

WHEREAS, the 2016 ISC Agreement ends as of December 31, 2018, however, Paragraph 7 thereof permits the parties to said Agreement to extend it upon the terms agreed upon by the said parties; and

WHEREAS, the parties to the 2016 ISC Agreement have tentatively agreed upon terms to renew and extend said Agreement with only minor revisions to be made to said Agreement; and

WHEREAS, the Township Board of Supervisors desires to authorize the appropriate officers of the Board to sign the final agreement to renew and extend the 2016 ISC Agreement which has been approved by (enter Township Solicitor if that who approved).

NOW, THEREFORE, BE IT RESOLVED AND THE SAME HEREBY RESOLVED by the Board of Supervisors of the Township of Antis that the appropriate officers of said Board are hereby authorized to sign the agreement to renew and extend the 2016 ISC Agreement, subject to the approval of the wording of the same by the Solicitor of the Township, and thereafter to forward this Resolution and the said signed agreement to renew and extend to the Intergovernmental Stormwater Committee.

This Resolution made and adopted this 6th day of December, 2018.

ANTIS TOWNSHIP BOARD OF SUPERVISORS



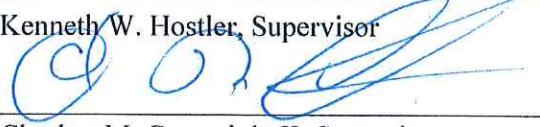
David A. Worthing, Chairman of the Board



Robert E. Smith, Vice-Chairman of the Board



Kenneth W. Hostler, Supervisor

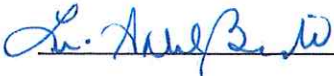


Charles M. Caracciolo II, Supervisor



Leo J. Matuszewski, Supervisor

ATTEST:



L. Anne B. W.

RESOLUTION NO. 12-04-18C

A RESOLUTION AUTHORIZING THE BOROUGH OF BELLWOOD TO ENTER INTO AN AMENDED AND RESTATED INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT

WHEREAS, certain municipalities hold a Pennsylvania Department of Environmental Protection (hereinafter "DEP") Municipal Separate Storm Sewer Systems National Pollution Discharge Elimination System (hereinafter "MS4 NPDES") Permit (regarding stormwater discharges) and are required to prepare and implement a Chesapeake Bay Pollutant Reduction Plan;

WHEREAS, said municipalities including the Borough of Bellwood 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 NPDES Permits;

WHEREAS, the municipalities have been operating together as a single entity since June 5, 2016 under the named identity, "Intergovernmental Stormwater Committee" (hereinafter "ISC") pursuant to an Intergovernmental Stormwater Committee Agreement (hereinafter "ISC Agreement") dated June 5, 2016 and adopted prior thereto by each municipality by Ordinance;

WHEREAS, the municipalities began to share in the resources for Mapping, Best Management Practices, Training and Pollution Reduction Plan, and Total Maximum Daily Load (PRP/TMDL) Planning in order to renew their MS4 Permit for the next 5-year cycle;

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

WHEREAS, the municipalities have had discussions with DEP wherein each municipality shall continue to obtain their own MS4 NPDES Permit but will be given credit for BMP projects implemented in other ISC municipalities;

WHEREAS, each municipality in the ISC is bound by their MS4 NPDES Permit to implement

the Pollution Reduction Plan completed by the Center for Watershed Protection dated September 2017 and approved by DEP;

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 renew, amend and restate the existing ISC Agreement so as to continue their relationship and delegate to the ISC certain municipal MS4 NPDES duties as may be authorized by the municipalities from time to time;

WHEREAS, the existing ISC Agreement, adopted in accordance with Act 177 of 1996, 53 Pa. C.S. § 2301 et seq., as amended, known as the "Intergovernmental Cooperation Act" permits renewal by the municipalities adopting a Resolution pursuant to Paragraph 7 of the said existing ISC Agreement; and

WHEREAS, the proposed renewed, amended, and restated ISC Agreement is attached hereto as Exhibit "A" and made a part hereof.

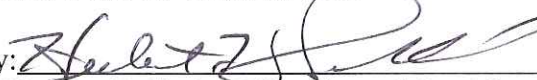
NOW, THEREFORE, be it resolved by the Borough of Bellwood and it hereby is resolved by the Borough of Bellwood that the Borough of Bellwood hereby approves the renewed, amended, and restated ISC Agreement attached hereto as Exhibit "A." The Borough of Bellwood Council President and Borough Secretary are authorized and directed to execute said renewed, amended, and restated ISC Agreement on behalf of the Borough of Bellwood, Pennsylvania.

This Resolution is made and adopted this 4th day of December 2018.

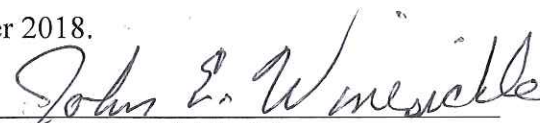
ATTEST:


Jennifer Eger, Borough Secretary

BOROUGH OF BELLWOOD

By: 
Herbert F. Shelow, Sr., Council President

Approved by me this 4th day of December 2018.


John E. Winesickle, Mayor

RESOLUTION 447-2018

APPROVING
THE INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT
BETWEEN
THE FOLLOWING BLAIR COUNTY POLITICAL SUBDIVISIONS
ALLEGHENY TOWNSHIP,
ANTIS TOWNSHIP,
BELLWOOD BOROUGH,
BLAIR TOWNSHIP,
CITY OF ALTOONA,
DUNCANSVILLE BOROUGH,
FRANKSTOWN TOWNSHIP,
HOLLIDAYSBURG BOROUGH
AND
LOGAN TOWNSHIP
AND
THE COUNTY OF BLAIR

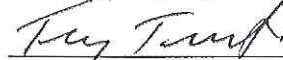
BE IT RESOLVED, by the Commissioners of Blair County Pennsylvania, that the Intergovernmental Stormwater Committee Agreement between the following Blair County Political Subdivisions and the County of Blair is hereby approved: Allegheny Township; Antis Township; Bellwood Borough; Blair Township; City of Altoona; Duncansville Borough; Frankstown Township; Hollidaysburg Borough, and Logan Township for a five (5) year period, effective January 1, 2019 through December 31, 2023; and

BE IT FURTHER RESOLVED THAT the original two-year agreement was adopted on June 7, 2017 via Ordinance 1-2016 and the annual administrative cost will be \$574.00 and the total cost of the Pollution Reduction Plan, which will be spread out over the five year agreement period will not exceed \$40,022.24.

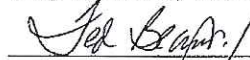
DULY, adopted by the Commissioners of the County of Blair, Pennsylvania this 5TH Day of December, 2018.

BLAIR COUNTY
BOARD OF COMMISSIONERS:

Bruce Erb, Chairman



Terry Tomassetti, Vice-Chairman



Ted Beam, Jr., Secretary

Attest:



Helen P. Schmitt, County Administrator

**AUTHORIZING RESOLUTION OF THE
BLAIR TOWNSHIP BOARD OF SUPERVISORS**

Resolution 2018-11

WHEREAS, the Township of Blair Township entered into an Intermunicipal Stormwater Committee Agreement (hereinafter "2016 ISC Agreement") with various other municipalities dated June 05, 2016, the same being incorporated herein as if fully set forth at length; and

WHEREAS, the 2016 ISC Agreement ends as of December 31, 2018, however, Paragraph 7 thereof permits the parties to said Agreement to extend it upon the terms agreed upon by the said parties; and

WHEREAS, the parties to the 2016 ISC Agreement have tentatively agreed upon terms to renew and extend said Agreement with only minor revisions to be made to said Agreement; and

WHEREAS, the Township Board of Supervisors desires to authorize the appropriate officers of the Board to sign the final agreement to renew and extend the 2016 ISC Agreement which has been approved by the Solicitor of the Township.

NOW THEREFORE BE IT RESOLVED AND THE SAME IS HEREBY RESOLVED by the Board of Supervisors of the Township of Blair that the appropriate officers of the said Board are hereby authorized to sign the agreement to renew and extend the 2016 ISC Agreement, subject to the approval of the wording of the same by the Solicitor of the Township and thereafter to forward this Resolution and the said signed agreement to renew and extend to the Intermunicipal Stormwater Committee.


DULY, adopted by the Blair Township Board of Supervisors during a scheduled public meeting held on Tuesday, December 11, 2018.

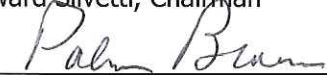
ATTEST:


Betty Robertson, Secretary-Treasurer

(SEAL)

BLAIR TOWNSHIP
BOARD OF SUPERVISORS


Edward Silvetti, Chairman


Palmer Brown, Vice-Chairman


Paul R. Amigh, II, Supervisor

Borough of Duncansville

DUNCANSVILLE, PENNSYLVANIA

RESOLUTION

Resolution No.: _____

*A Resolution of the Duncansville Borough
Council Approving the Renewal of the
2016 Intergovernmental Stormwater
Committee Agreement*

WHEREAS, several Blair County municipalities cooperated in creating the Intermunicipal Stormwater Committee ("ISC") in 2016 and have partnered together to determine how best to comply with the heightened best management practices and inspection requirements by the Pennsylvania Department of Environmental Protection in order to renew their respective MS4 NPDES permits; and

WHEREAS, the participating municipalities have been sharing in the resources for mapping, best management practices/projects, training, pollution reduction planning and total maximum daily load planning in order to renew their MS4 permit for the next five year cycle; and

WHEREAS, recognizing that the best management projects will be beneficial to all participating municipalities, given the joint credit for such projects, the Borough desires to renew, amend and restate the existing ISC Agreement (the "Agreement") so as to continue the relationship and delegate to the ISC certain municipal MS4 and NPDES duties as may be authorized by the participating municipalities from time to time; and


WHEREAS, Section 7 of the Agreement provides for renewal by Resolution of a participating municipality.

NOW THEREFORE, **BE IT RESOLVED** by the Duncansville Borough Council
that:

The Intergovernmental Stormwater Committee Agreement previously
executed and adopted by the Council by Ordinance dated August 31,
2016, is hereby renewed, pursuant to Section 7 thereof, and the
President is hereby authorized to execute the attached renewal
Agreement which is incorporated herein by reference.

RESOLVED, this tenth day of December, 2018

DUNCANSVILLE BOROUGH

By: 
Lloyd A. Forshey, Jr. - Mayor

Attest:  (Seal)
Paula J. Fox - Secretary

RESOLUTION NO. 2018- 1204

RESOLUTION OF THE TOWNSHIP OF FRANKSTOWN, BLAIR COUNTY, PENNSYLVANIA
TO APPROVE EXECUTION OF
THE INTERGOVERNMENTAL STORMWATER COMMITTEE AGREEMENT

WHEREAS, Frankstown Township previously entered into an Intergovernmental Stormwater Committee Agreement dated June 5, 2016 which was adopted prior thereto by each participating municipality by Ordinance; and

WHEREAS, Frankstown Township has determined that it is in the best interest of the Township to renew, amend, and restate the ISC Agreement for a period of five (5) years under the terms and conditions set forth in the ISC Agreement.

NOW, THEREFORE, it is hereby resolved and enacted as follows:

1. Frankstown Township hereby approves execution of the Intergovernmental Stormwater Committee Agreement as of November 27, 2018.
2. Chairman George Henry is hereby authorized to execute said Agreement as of November 27, 2018.

This Resolution was duly adopted this 4th day of December, 2018 and shall be effective as of November 27, 2018.

ATTEST:

BY: Beverly J. Henderson
Beverly Henderson, Secretary

FRANKSTOWN TOWNSHIP

BY: George W. Henry, Jr.
George W. Henry, Jr., Chairman

BY: James W. Grove
James W. Grove, Vice-Chairman

BY: _____
Kenneth H. Wertz, Jr.

RESOLUTION NO. 11-08-18A

APPROVAL OF INTERMUNICIPAL STORMWATER COMMITTEE AGREEMENT

WHEREAS, the Township of Logan entered into an Intermunicipal Stormwater Committee Agreement (hereinafter "2016 ISC Agreement") with various other municipalities dated June 5, 2016, the same being incorporated herein as if fully set forth at length; and

WHEREAS, the 2016 ISC Agreement ends as of December 31, 2018, however, Paragraph 7 thereof permits the parties to said Agreement to extend it upon the terms agreed upon by the said parties; and

WHEREAS, the parties to the 2016 ISC Agreement have tentatively agreed upon terms to renew and extend said Agreement with only minor revisions to be made to said Agreement; and

WHEREAS, the Township Board of Supervisors desires to authorize the appropriate officers of the Board to sign the final agreement to renew and extend the 2016 ISC Agreement which has been approved by the Solicitor of the Township.


NOW, THEREFORE, BE IT RESOLVED AND THE SAME IS HEREBY RESOLVED by the Board of Supervisors of the Township of Logan that the appropriate officers of said Board are hereby authorized to sign the agreement to renew and extend the 2016 ISC Agreement, subject to the approval of the wording of the same by the Solicitor of the Township and thereafter to forward this Resolution and the said signed agreement to renew and extend to the Intermunicipal Stormwater Committee.

This Resolution made and adopted this 8th day of November, 2018.

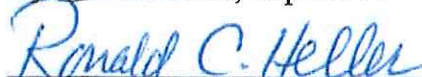
LOGAN TOWNSHIP BOARD OF SUPERVISORS


James A. Patterson, Chair

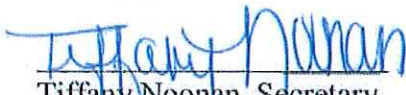

Joseph T. Metzgar, Supervisor


Edwin J. Frontino, Supervisor


Ryan P. Rimbeck, Supervisor


Ronald C. Heller, Supervisor

ATTEST:


Tiffany Noonan, Secretary

Borough Secretary

Council President

ATTEST:

BLAIR TOWNSHIP

Secretary

By _____

Chair

ATTEST:

CITY OF ALTOONA

Secretary

By _____

Mayor

ATTEST:

DUNCANSVILLE BOROUGH

Borough Secretary

By _____

Council President

ATTEST:

FRANKSTOWN TOWNSHIP

Secretary

By _____

Chair

ATTEST:

HOLLIDAYSBURG BOROUGH

Patricia J. Duran
Borough Secretary

By _____

Joe DeS...
Council President

Table 1: PROJECTS

Project ID	Owner	Location	Proposed BMP type	Proposed Load Reduction, net (lb/yr)	Construction Cost	Construction Cost/lb	Engineering & Design	Total Cost	Total Cost/lb
PRP_P_WP_20	County of Blair	Logan	Wet Pond	544,838	\$ 1,700,000	3.1	\$ 75,000	\$ 1,775,000	3.3
PRP_P_STR_6	Fratell 1 LLC	Logan	Stream Restoration	132,845	\$ 592,000	4.5	\$ 148,000	\$ 740,000	5.6
PRP_P_STR_1	Blair County Conservation District	Hollidaysburg	Stream Restoration	20,196	\$ 90,000	4.5	\$ 22,500	\$ 112,500	5.6
PRP_P_STR_4	City of Altoona, Multiple	Allegheny	Stream Restoration	217,668	\$ 970,000	4.5	\$ 242,500	\$ 1,212,500	5.6
PRP_P_STR_12	Multiple	Hollidaysburg	Stream Restoration	8,976	\$ 40,000	4.5	\$ 10,000	\$ 50,000	5.6
PRP_P_STR_7	Hollidaysburg Sewer Authority	Blair	Stream Restoration	50,714	\$ 226,000	4.5	\$ 56,500	\$ 282,500	5.6
PRP_P_STR_2	D Holdings, Inc	Hollidaysburg	Stream Restoration	374,748	\$ 1,670,000	4.5	\$ 417,500	\$ 2,087,500	5.6
PRP_P_BR_24	Altoona Area School District	Logan	Infiltration Basin	4,441	\$ 68,391	15.4	\$ 10,259	\$ 78,650	17.7
				1,354,426	\$ 5,356,391		\$ 982,259	\$ 6,338,650	

Table 2: SCHEDULE

Milestone	No of days			Date	2019	2020	2021	2022	2023	
	Contract No. 1									
Blair County authorizes Design	0			8/18/2018						
Concept Design approved by ISC	90			11/16/2018						
Pre-application meeting with Regulatory Agencies	100			11/26/2018						
Field Survey	130			12/26/2018						
Preliminary Design approved by ISC	190			2/24/2019						
Submit regulatory permit applications	200			3/6/2019						
Revised design based on permit reviews	380			9/2/2019						
Final Design approved by ISC	400			9/22/2019	\$ 223,000					
Obtain rights-of-way	430			10/22/2019						
Obtain regulatory permits	600			4/9/2020						
Let Bids	630			5/9/2020						
Open Bids	660			6/8/2020						
Pre-construction conference	690			7/8/2020		\$ 1,146,000				
Final inspection	1055			7/8/2021			\$ 1,146,000			
	Contract No. 2									
Execute Engineering Service Agreement	0			3/21/2019						
Concept Design approved by ISC	120			7/19/2019						
Pre-application meeting with Regulatory Agencies	150			8/18/2019						
Field Survey	180			9/17/2019						
Preliminary Design approved by ISC	270			12/16/2019						
Submit regulatory permit applications	300			1/15/2020						
Revised design based on permit reviews	480			7/13/2020						
Final Design approved by ISC	500			8/2/2020		\$ 749,000				
Obtain rights-of-way	530			9/1/2020						
Obtain regulatory permits	665			1/14/2021						
Let Bids	695			2/13/2021						
Open Bids	725			3/15/2021						
Pre-construction conference	755			4/14/2021			\$ 1,498,000			
Final inspection	1120			4/14/2022				\$ 1,498,000		
	Contract No. 3									
Execute Engineering Service Agreement	0			5/17/2019						
Concept Design approved by ISC	30			6/16/2019						
Pre-application meeting with Regulatory Agencies	60			7/16/2019						
Field Survey	90			8/15/2019						
Preliminary Design approved by ISC	120			9/14/2019						
Submit regulatory permit applications	180			11/13/2019						
Revised design based on permit reviews	360			5/11/2020						
Final Design approved by ISC	390			6/10/2020		\$ 10,259				
Obtain rights-of-way	420			7/10/2020						
Obtain regulatory permits	450			8/9/2020						
Let Bids	480			9/8/2020						
Open Bids	590			12/27/2020						
Pre-construction conference	620			1/26/2021						
Final inspection	740			5/26/2021			\$ 68,391			
Subtotal Total					\$ 223,000	\$ 1,905,259	\$ 2,712,391	\$ 1,498,000	\$ -	\$ 6,338,650
Contingency					\$ 22,300	\$ 190,526	\$ 271,239	\$ 149,800	\$ -	\$ 633,865
Yearly Total					\$ 245,300	\$ 2,095,785	\$ 2,983,630	\$ 1,647,800	\$ -	\$ 6,972,515