I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 9 day of ..... A. D. 20 12. Witness my hand and seal of the said City this 12 day of ..... A. D. 20 12

CITY CLERK

BILL NO. - 78 2012

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PURPOSE OF CREATING A COALITION TO ADDRESS THE MS4 PERMIT REQUIREMENTS FOR THE WYOMISSING CREEK WATERSHED.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Grant of Power. This Ordinance is enacted pursuant to authority granted in the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 PA. C.S.A. §2301 et seq.) as amended.

SECTION 2._ Purpose and Objectives. The City of Reading, the Borough of Wyomissing, Township of Cumru, the Borough of Mohnton, the Borough of Shillington, the Township of Spring, and the Borough of West Reading (the "Participating Municipalities"), have negotiated an Agreement whereby and whereunder as Participating Municipalities in the Wyomissing Creek Watershed to create a Coalition to coordinate and cost share the implementation of the TMDL for the Wyomissing Watershed per MS4 permitting regulations of Pennsylvania Department of Environmental Protection on behalf of the United States Environmental Protection Agency for the Wyomissing Creek Watershed.

SECTION 3. Agreement. By enactment hereof, City Council hereby approves entering into the Wyomissing Creek Watershed Stormwater Coalition Cost-Sharing and Cooperation Agreement ("Agreement") in substantially the form attached to this Ordinance, and authorizes and directs the Mayor to execute and the City Clerk to attest such Agreement.

SECTION 4. Duration of Agreement. The initial term of the Agreement shall be for the initial permitting period by and any extension thereof and shall continue for additional permitting periods thereafter unless and until the City terminates its participation in the Coalition.

SECTION 5. Financing. The City shall initially contribute $5000 and thereafter an equal share based upon assessment by the Coalition in accordance with the provisions of the Agreement referred to above.

SECTION 6. Organizational Structure. Each Participating Municipality shall appoint one member to serve on a Steering Committee which shall direct the Coalition. Additional terms on the organizational structure are set forth in Paragraphs 11 through 16 of the Agreement.

SECTION 7. Real and/or Personal Property. All property shall be acquired, managed, or disposed of pursuant to the Agreement in accordance with the terms of the Agreement. No acquisition of real property or real estate is authorized.

SECTION 8. Employees. No new entity has been created by the Agreement that would require employees. The utilization of municipal consultants to be compensated is anticipated in the Agreement. The Coalition is therefore empowered to enter into contracts for such consultants.

SECTION 5. Repeal of Ordinances. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 6. Severability. Any court determination that a portion of an amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other ordinance sections.

SECTION 7. Effective Date. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Adopted Jul 9, 2012

Council President

Attest:

City Clerk

Submitted to Mayor:
Date: 7-10-12

Received by the Mayor's Office:
Date: 7/10/12

Approved by Mayor:
Date: 7/11/12

Vetoed by Mayor: _____
Date: _____

WYOMISSING CREEK WATERSHED STORMWATER COALITION

COST-SHARING AND COOPERATION AGREEMENT

This agreement, is made by and between the Participating Municipalities of the Wyomissing Creek Watershed Stormwater Coalition (hereinafter, "the Coalition"), as set forth below.

BACKGROUND

WHEREAS, the Wyomissing Creek Watershed consists of the following municipal units:

The Township of Brecknock, a second-class Township incorporated under the laws of the Commonwealth of Pennsylvania;

The Township of Cumru, a first-class Township incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of Monton, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of Shillington, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania;

The City of Reading, a third-class City incorporated under the laws of the Commonwealth of Pennsylvania

The Township of Spring, a second-class Township incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of West Reading, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of Wyomissing, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township of Brecknock has elected not to join the Coalition; and

WHEREAS, all of the other municipal units that comprise the Wyomissing Creek Watershed, listed above, have agreed to join the Coalition and form the Participating Members; and

WHEREAS, all of the aforesaid Municipalities are subject to the National Pollutant Discharge Elimination System general permit for stormwater discharges from regulated small

municipal separate storm sewer systems permit (MS4 permit) process administered by the Pennsylvania Department of Environmental Protection, which requires a significant reduction of the amount of sediment, and by proxy, the instantaneous quantity of stormwater discharged to the Wyomissing Creek to comply with the Wyomissing Creek TMDL (Total Maximum Daily Load); and

WHEREAS, MS4 permit regulations require TMDL implementation plans to be coordinated and complied with on a regional or watershed basis; and

WHEREAS, the Participating Municipalities wish to enter into this agreement to provide cost sharing and cooperation in assessing the impact of the MS4 permit on their communities; and

WHEREAS, the Participating Municipalities wish to facilitate the coordination of projects spanning portions of the watershed that incorporate the entire span of the watershed, and/or spans of the watershed that cross the boundaries of multiple Participating Municipalities; and

WHEREAS, the Participating Municipalities wish provide support in the preparation of the MS4 permitting regulations; and

NOW, THEREFORE, in consideration of the above and with the intention to be legally bound hereby, the Participating Municipalities do agree to the following terms;

TERMS

Definitions

PARTICIPATING MEMBERS- The following municipal units are the Participating members of this Coalition: the Township of Cumru, the Borough of Mohnton, the Borough of Shillington, the City of Reading, the Township of Spring, the Borough of West Reading, the Borough of Wyomissing.

PERMITTING PERIOD- The time period provided under an MS4 permit, including any extensions provided by the Department of Environmental Protection under The Clean Streams Law (35 P. S. §§ 691.1—691.1001) and sections 1905-A, 1917-A and 1920-A of The Administrative Code of 1929 (71 P. S. §§ 510-5, 510-17 and 510-20).

Steering Committee

1. At the beginning of each permitting period, each Participating Member shall designate a public official to serve as a member of the Steering Committee.

2. The Steering Committee shall select one of its members to serve as the Steering Committee's chairperson.

3. All Participating Members shall communicate through the Steering Committee.

Budget

4. The Coalition's project budget shall have an initial cap of _____ on fees, costs and expenses. This intended cap, however, may be increased upon written notification to all participating municipalities, with a detailed accounting of the expenditures within the initial cap.

5. Each Participating Municipality shall contribute an equal share to the budget.

6. Each Participating Municipality shall pay its equal share contribution within thirty (30) days of joining the Coalition.

7. All fees, costs, and expenses associated with the Project shall be reviewed and managed by the Steering Committee.

8. The Coalition shall elect one Participating Member to collect the costs from each member and establish an account to hold all Coalition funds,

9. Each Participating Member shall be responsible for its own out of pocket costs and solicitor fees attendant to their involvement with the Project.

Meetings

10. The Coalition shall hold regular meetings which shall take place on the _____ of every _____.

11. All meetings must have a Quorum consisting of a member of the Steering Committee of five of the seven members present; if a Quorum is not present at the start of the meeting, the meeting shall be delayed or rescheduled.

12. At the outset of each meeting, an official from one of the Participating Members shall agree to keep minutes that record all meeting activity.

13. Any decision affecting the allocation of Coalition funds or directing the Coalition to perform any act that is either not contemplated in this agreement, or exceeds the terms of this agreement, shall require a majority vote of the Participating Members present at the meeting.

Membership

14. In addition to the initial Participating Members, the Coalition can add an additional Participating Member upon a majority vote as described in Paragraph 13, above.

15. If at any time, a Participating Member whishes to end its participation in the project, it shall give the Chairperson of the Steering Committee thirty (30) days written notice that it no longer wishes to participate.

16. In no event shall any funds already contributed to the Coalition be refunded to a Participating Member that seeks to end its participation in the Coalition, solely on the basis that it has ended its participation.

17. Each of the Participating Members may re-evaluate the terms of their participation in this agreement at the end of the most recent permitting period, including any extensions to the permitting period.

18. In addition to the Participating Members, the Coalition shall have the authority to add ex-officio members by a majority vote.

19. Ex-officio members may include, but are not limited to, conservation districts or municipal consultants.

Miscellaneous Provisions

20. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. This Agreement represents the entire agreement between the parties hereto. Any amendment to this Agreement shall be in writing and must be signed by all parties hereto in order to be valid and enforceable.

(Signatures of all Participating Members on following page)

INTENDING to be legally bound hereby, the following Participating Municipalities agree to participate in the Wyomissing Creek Watershed Stormwater Coalition, and abide by the terms of the Agreement:

ATTEST:	MUNICIPALITY:
_____	_____
ATTEST:	MUNICIPALITY:
_____	_____
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