



BOROUGH OF AMBLER

COUNCIL MEETING AGENDA

June 21, 2016

7:00 p.m.

CALL TO ORDER: Mr. Sal Pasceri

PLEDGE OF ALLEGIANCE: Mayor Jeanne Sorg

ROLL CALL: Ms. Mary Aversa

MINUTES APPROVED

May 17, 2016

COMMITTEE REPORTS:

PUBLIC SAFETY

PUBLIC UTILITIES

FINANCE & PLANNING

PARKS & RECREATION

SALARY & PERSONNEL

Public Safety Committee

The Committee Meeting was held on June 7, 2016 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee members: Edward Curtis (Chair), Sharon Mc Cormick, Jonathan Sheward. Absent: Ms. Hertz.

The Committee will make no recommendations.

The following business will be discussed.

1. The Police Department report is **attached**.
2. The Fire Department report is **attached**.
3. The Community Ambulance report is **attached**.
4. The Public Works report and Code Enforcement reports were received.



WISSAHICKON FIRE COMPANY

245 E. RACE ST, AMBLER, PENNSYLVANIA 19002-4424
Station (215) 646-1266 -- Office (215) 646-5592 -- Fax (215) 628-3057
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*Volunteers Protecting
Ambler Borough and
Lower Gwynedd
Township Since 1891*

Fire Chief Monthly Report May 2016

Total Calls: 31

9 Ambler Boro
16 Lower Gwynedd
6 Mutual Aid

Attendance to Fire Calls: 461

Attendance to Weekly Fire Schools: 170

Respectfully Submitted,

Fire Chief Phil Koller



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Types of Calls	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total	
													YTD	
Accident Standby	1			1	1								3	1.6%
AFA Actual	12	9	3	9	6								39	20.3%
AFA False	5	10	5	7	7								34	17.7%
Brush				3	1								4	2.1%
CO Detector	4	2			2								8	4.2%
Commercial Building	3	1	4	1	2								11	5.7%
Elevator Rescue				1	2								3	1.6%
EMS Assist	4												4	2.1%
FAST Team Assist	2			2	2								6	3.1%
Fluids on Highway				1	1								2	1.0%
Gas Odor Inside	4	2	1	2									9	4.7%
Gas Odor Outside	1		2		1								4	2.1%
Hazardous Materials Incndnt													-	0.0%
Helicopter Landing	1												1	0.5%
LDH Drill	-												-	0.0%
Non Commercial Building	6	3	2	4	1								16	8.3%
Officer Investigation	3	3	3	1	1								11	5.7%
Ornamental Fireplace													-	0.0%
Residential Rescue	1			1									2	1.0%
Search													-	0.0%
Smoke in Area													-	0.0%
Special Service	3												3	1.6%
Standby	-	1	2		1								4	2.1%
Task Force Assignment													-	0.0%
Traffic Unit Assist		1		2									3	1.6%
Trash				1									1	0.5%
Unknown Type			1										1	0.5%
Vehicle Fire	1	1	1	1									4	2.1%
Vehicle Leaking Fuel	-				1								1	0.5%
Vehicle Rescue	-	3	2	1	1								7	3.6%
Water Flow Actual													-	0.0%
Water Flow False													-	0.0%
Water Rescue													-	0.0%
Wires	1	3	5	1	1								11	5.7%
Total	52	39	31	39	31	-	-	-	-	-	-	-	192	100.0%

Townships	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total	
													YTD	
Ambler	25	15	14	14	9								77	40.1%
Lower Gwynedd	20	13	12	16	16								77	40.1%
Abington													-	0.0%
Bridgeport													-	0.0%
Bryn Athyn													-	0.0%
Cheltenham													-	0.0%
Conshohocken													-	0.0%
Doylestown (Bucks County)													-	0.0%
East Norriton													-	0.0%
Hatboro													-	0.0%
Hatfield													-	0.0%
Horsham	1	2		3	1								7	3.6%
Lansdale													-	0.0%
Limerick													-	0.0%
Montgomery	2	1	2		2								7	3.6%
New Hanover													-	0.0%
Norristown		1											1	0.5%
North Wales			1										1	0.5%
Pottsgrove					1								1	0.5%
Plymouth													-	0.0%
Salford					1								1	0.5%
Springfield													-	0.0%
Telford													-	0.0%
Towamencin	3	1		3	1								8	4.2%
Upper Dublin	3	1		3									7	3.6%
Upper Gwynedd													-	0.0%
Upper Merion													-	0.0%
Upper Moreland													-	0.0%

Wheaton Fire Company
Year 2016 Summary

Upper Providence														-	0.0%
Upper Uwchlan - Chester County														-	0.0%
Warrington - Bucks County														-	0.0%
West Norriton														-	0.0%
Whitemarsh		3	1	1										5	2.6%
Whitpain	1	3	1	2										7	3.6%
Willow Grove														-	0.0%
Yardley (Bucks County)														-	0.0%
Total	55	40	31	42	31	-	199	103.6%							

Day Calls - Mon/Fri 6am- 6pm	16	22	15	20	12									85	44.3%
Night and Weekend Calls	36	17	16	19	19									107	55.7%

Total Personnel to Calls	790	526	478	588	461									2,843	
Total Per Call	15.2	13.8	15.4	15.1	14.9									14.3	
Total Personnel to Drill	127	227	170	152	170									846	
Total Per Drill	42.3	45.4	42.5	38.0	42.5									42.3	

Monday Night Drills	3	5	4	4	4									20	
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1414 E. BUTLER PIKE

P.O. BOX 98

AMBLER, PENNSYLVANIA 19002

EMERGENCY DIAL 911

EMAIL: info@amblerambulance.org

BUSINESS:(215)-643-6517

FAX:(215)-643-5212

Ambler Borough Statistics -- 2016

<u>Month</u>	<u>Calls in Borough</u>	<u>Total Calls for CAAA</u>
January	56	223
February	34	171
March	34	214
April	51	193
May	55	218
<hr/>		
YTD Totals	231	1019

*Serving Ambler Borough, Lower Gwynedd Township and
Portions of Upper Dublin Township Since 1941*

Parks and Recreation Committee

The Committee Meeting was held on June 7, 2016 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Frank DeRuosi (Chair), Nancy Deininger and Sara Hertz. Absent: Ms. Hertz.

The Committee will make no recommendations.

The following business will be discussed.

1. Staff is looking into repairing or replacing the Knight Park sign and the Borough Park sign.
2. The purchase of the Edgewood property is complete.

Public Utilities Committee

The Committee Meeting was held on June 7, 2016 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Sal Pasceri. (Chair), Claudio Zaccone, Edward Curtis. Absent: Ms. Hertz

The Committee will consider the following recommendation.

1. The WWTP Sludge Hauling Contract will be expiring this year. Authorization is requested to prepare and advertise Bid Documents for disposal and to also obtain bid pricing for hauling.

The following business will be discussed.

1. The Engineer and the Supervisors reports were received.
2. The Engineer is preparing a request for proposal for the reconditioning of the T-8 Gravity Thickener.
3. Plans for the Verizon Monopole to be placed on the Borough Hall Property were received. Todd Bettenhausen was present to answer any questions about the project. Staff is researching the County 911 set up and a response will be provided.
4. *Emergency* rehabilitation and pump rebuild at Ambler Well 14 is underway. Budgetary cost for well TV inspection, redevelopment & cleaning; pump removal, repairs/replacement & reinstallation: \$55,075.
5. The automatic electric operative valve at Loch Alsh Reservoir has been installed and successfully tested by Allied Controls. The valve operates with the new SCADA system.
6. Water Department has replaced a 10-inch valve at Butler Ave. & Lindenwold.
7. The WWTP is getting quotes for influent and effluent metering at the plant.

Finance and Planning Committee

The Committee Meeting was held on June 7, 2016 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Jonathan Sheward, (Chair) Frank DeRuosi and Francine Tomlinson.

Absent: Ms. Hertz.

The Committee will consider the following recommendations.

1. That the May 2016 invoices be paid as follows:

#	Fund	MAY 1ST RUN	MAY 2ND RUN	TOTALS
1	GENERAL	\$114,695.33	\$ 91,653.12	\$206,348.45
2	STREET LGTS	\$1,556.84	\$ 5,081.04	\$6,637.88
3	FIRE		\$ 42,615.80	\$42,615.80
4	REFUSE	\$29,605.57	\$ 4,674.14	\$34,279.71
5	PARKS & REC	\$3,647.60	\$ 5,876.15	\$9,523.75
6	WATER	\$30,940.66	\$ 77,373.79	\$108,314.45
8	SEWER	\$4,794.09	\$ 140,114.47	\$144,908.56
9	WWTP	\$53,016.62	\$ 79,994.20	\$133,010.82
23	DEBT FUND			\$0.00
30	WATER CAPITAL	\$27,895.76	\$ 68,940.14	\$96,835.90
35	LIQUID FUELS			\$0.00
	TOTALS	\$266,152.47	\$516,322.85	\$782,475.32
	VOID CHECKS	\$0.00		\$0.00
	GRAND TOTAL	\$ 266,152.47	\$ 516,322.85	\$ 782,475.32

2. A recommendation is requested to advertise a Bid for the 2016 Paving Projects. **(Attached)**
3. A recommendation is requested for the Inter-Governmental Agreement Ordinance for the TMDL and MS4 alternative to be advertised for adoption. **(attached)**
4. The CO-OP is applying for funding through a County Loan - Montco Opportunity Loan Program. They would like a letter of support, details of the grant and Borough requirements if any will be provided.

The following business will be discussed.

1. The Borough Engineer's report was received.
2. Staff will prepare an advertisement to accept Bids for the vehicles that are being replaced.
3. An Ordinance repealing the Riparian Buffer Ordinance #1095 will be advertised for consideration.
The SALDO planting requirements Ordinance #1096 – has been tabled.
4. Rick Collier from the Wissahickon Valley Watershed gave a presentation on the TMDL, (Total Maximum Daily Load) Alternative TMDL and the proposed Inter Governmental Agreement (IGA) .
5. Pete Phillips will provide options and estimates for renovations of the gym. **(attached)**

Mary Aversa

From: Jim Dougherty <JDOUGHERTY@gilmore-assoc.com>
Sent: Wednesday, June 15, 2016 3:00 PM
To: Mary Aversa (maversa@borough.ambler.pa.us); Elizabeth Russell (erussell@borough.ambler.pa.us); Glenn Kucher (code@borough.ambler.pa.us); Bob Rocco (amblerstreets@verizon.net); Gail Gordon (ggordon@borough.ambler.pa.us)
Subject: Ambler 2016 paving

This year's paving includes the following roads:

BASE BID

- N. Maple (Butler to Boro Line) – ramps will be completed under the signal project
- Grist Mill (entire road) – ramps will not be included at Hendricks intersection

ALTERNATE BIDS

- Alt 1 – S Spring Garden (Butler to Orange) – ramps will not be included
- Alt 2 – S Spring Garden (Orange to Bannockburn) – ramps will not be included

Liquid Fuels will be used. **I'm checking on use of liquid fuels and not including the ramps.** Hope to have an answer tomorrow.

Our opinion of cost for construction is \$270,000 (incl. 10% contingency). The base bid is about \$140,000. S. Spring Garden is about \$130,000.

Here is proposed schedule for advertising and award. If this is OK; I'll forward the advertisement to Ambler Thursday this week.

Ad #1	Saturday, June 18, 2016
Ad #2	Friday, June 24, 2016
open	Tuesday, July 05, 2016
committee	Tuesday, July 05, 2016
award @ council	Tuesday, July 19, 2016

Thanks,
Jim



James P. Dougherty, P.E., Senior Project Manager
Gilmore & Associates, Inc.

65 E. Butler Avenue, Suite 100, New Britain, PA 18901
Main: 215-345-4330 x343 | Fax: 215-345-8606 | Cell: 267-718-9614

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DRAFT (6-15-16)
Intergovernmental Agreement
for Development of a Plan for an Alternative TMDL
for the Wissahickon Creek Watershed.

Section 1 Intergovernmental Agreement.

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), collectively, the "**Parties**", each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "**Parties**". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

Municipalities

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

Wastewater Treatment Plants:

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

Section 2 Definitions.

Consultant: The team formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission

Legal Services: Legal representation selected by the Management Committee to represent its interests and concerns pertaining to the preparation and adoption of the Alternative TMDL in interaction with the PADEP and/or the US EPA.

Expert Panel Services: A panel of technical experts, whose number and individuals will be selected by the Management Committee, whose purpose is to review the engineering and scientific work portions of the Alternative TMDL Plan, and to independently verify the results of that work.

Section 3 Guiding Principles.

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too large for any one municipality to effectively address, and therefore commit to work together in a mutually cooperative and respectful manner to develop an Alternative TMDL Plan.
- b. To evaluate the data obtained to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. Said strategy will include developing a list of potential ~~and implementing~~ projects and or policies to reduce the existing deleterious characteristics and practices, including remediating degraded physical conditions in the watershed, replacing existing structures, implementing new practices and constructing facilities to enhance the impaired surface waters in the Wissahickon Creek Watershed as effectively and efficiently as possible.
- d. The Parties agree that ~~priority will be given to implementing~~ projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

Section 4 Goals and Objectives: The scope of study

The goal of the Alternative TMDL is to achieve water quality standards in water bodies throughout the Wissahickon Creek watershed.

Objectives: The objectives of the Alternative TMDL are delineated in Attachment "A", "Milestones".

Section 5 Administration and Organization.

Effective Date.

- a. The Effective Date of this Agreement shall be August 31, by which time all Parties will have adopted the attached Ordinance authorizing the Agreement and executed the Agreement.
- b. This Agreement shall become effective as to each Party upon execution and adoption of the Ordinance.

Term

- a. The term of this Agreement (Term) shall be two (2) years, beginning on the Effective Date. ~~or sooner if a Plan, acceptable to the Parties, is approved by EPA and DEP.~~ All Parties approving this Agreement must participate for the entire time period.
- b. This Agreement may be extended by those Parties ~~y jurisdictions~~ desiring to participate for an additional ~~term or terms~~ year, by resolution.

Party Representation

- a. Participation in preparation of the Plan shall be through either the Stakeholder Group or the Management Committee. Members of the Management Committee are entitled to be part of the Stakeholder Group.
- b) A Stakeholder Group shall be convened, consisting of one or more representatives of each Party, the Wissahickon Valley Watershed Association, Friends of the Wissahickon, PADEP, EPA, and Montgomery County. Other stakeholders may be invited to attend the Stakeholder Group meeting as appropriate.
- c) The Stakeholder group shall review and comment on various materials, sections of the Plan, and the complete Plan in draft and final. The Stakeholder group shall have no voting privileges, but is intended to provide input on the Plan.
- d) Management Committee: Each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation ~~and implementation~~. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
 - 1) The Management Committee shall consist of one (1) representative from each Party. The twenty (20) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
 - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
 - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee shall elect officers, to include 2 Co-Chairs, a Secretary and a Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. The Management Committee shall appoint a replacement for any officer who is unable to complete the term.
 - 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.

- t) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
- 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
 - 2) Hold all Management Committee meetings.
 - 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
 - 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
 - 5) Calculate and invoice fees for each Party.
 - 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
 - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
 - 2) Presentation and approval of Progress Reports.
 - 3) Presentation and approval of the Financial Report.
 - 4) Presentation of report(s) to PADEP, EPA and other agencies.
 - 5) Presentation and vote on other Party business pertaining to the Plan process.
 - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.
- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$250,000 in total.

~~Annual Contribution: Each Party shall provide its share of the required funding pursuant to this Agreement in the amounts set forth below. Contributions shall be made by each Party as invoiced, as set forth herein, through the Term of this Agreement.~~

- 1) Contribution Formula. ~~The Parties have agreed that~~ contribution from each Party shall be \$6,250 per Party per year for the Term. Depending on the costs incurred for legal representation and the expert review panel, these costs may be less, but in any event they shall not exceed a total of \$12,500 per Party ~~\$250,000~~ for the duration of the Term.
- 2) Invoicing and Payment. Parties shall be invoiced no later than June 30 of each calendar year, and the Parties' respective payments shall be due on or before July 31 of each year.
- 3) Organization Account. A separate Management bank account shall be established by the Management Committee for the deposit of each Party's Annual Contributions and the funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services and Expert Panel Services. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
- 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. ~~based upon the same percentage as was used in determining the Contribution Amount.~~ Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than thirty (30) days after the date of Term completion.

Section 6 Applicable Law

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

Section 7 Integration

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report,

information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

Section 8 No Oral Modification

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

Section 9 Severability

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

Section 10 Representation by Counsel

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

Section 11 Counterparts

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

Section 12 Execution by Facsimile or Electronic Scanning

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

Attachment "A"
Alternative TMDL Milestones and Activities

Project Result:

An Alternative Nutrient TMDL Plan (Plan) supported by the Permittees and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater and phosphorous discharges to achieve regulatory reductions into the Wissahickon Creek.

Milestone 1

Montgomery County Planning Commission (MCPC) designated to convene the 'Wissahickon Alternative TMDL Stakeholder Collaborative' (aka 'Collaborative') consisting of a core group of the (16) watershed municipalities and (4) WWTPs (the 20 Permittees) that is recognized by the US EPA and includes external stakeholders such as WVWA and FOW.

Activities:

- Led by MCPC, organizational structure finalized and implemented for the Collaborative.
- Coordination procedures with regulatory agencies approved and implemented.
- MCPC conducts regular monthly Collaborative meetings for the duration of the project.

MILESTONE 2

EFC works with each Collaborative member to develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- Initial individual Collaborative member engagement and baseline economic assessments completed
- Agreement with EPA executed for implementation expenditures.

MILESTONE 3

PEC coordinates the Technical Team to develop an Alternative Nutrient TMDL, using strategic guidance from WVWA, with plan approval by PA DEP and US EPA.

Activities:

- PEC forms a Technical Team consisting of CSC, EFC, MCPC, and legal counsel to be selected by the Permittees, with input from the Technical Team.

MILESTONE 4

Within 3 years of the signing of the IGA or sooner, Technical Team recommends an Alternative Nutrient TMDL science-based strategy for the Wissahickon watershed, submitted to PA DEP and US EPA for review and approval.

Activities:

- Key results of recent and ongoing studies and modeling efforts for the Wissahickon Creek watershed are compiled to fully describe the problems causing the water quality impairments

- Strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed
- Temple CSC implements a preliminary adaptive watershed monitoring program during the planning process (month 6) with a long-term plan developed and adopted by the Collaborative to assess water quality improvements going forward

MILESTONE 5

Within 3 years of the signing of the IGA or sooner, EFC and Collaborative develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- In coordination with Temple CSC work, costs of plan projects/programs and associated timelines identified
- Equitable funding strategy approved by Collaborative members reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

MILESTONE 6

By the beginning of the third year from the signing of the IGA or sooner, strategies developed and deployed to ensure education and outreach is completed to build support for the Alternative TMDL plan.

Activities:

- Lead by WVWA, residents of the Wissahickon are kept informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution.
- Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

MILESTONE 7

By the first quarter of the third year from the signing of the IGA or sooner, approved Alternative Nutrient TMDL Plan process documented with benefits/lesson learned compiled and, led by PEC, information dissemination actively underway in the DRWI, Delaware Watershed and Pennsylvania.

Activities:

- TMDL Alternative Plan Draft Report compiled and presented to public and regulators for review with multi-municipal TMDL Alternative Plan Report finalized thereafter.
- PEC devises and initiates a process for documentation and dissemination of a successful Alternative TMDL process; recruits and contracts with a professional to document alternative TMDL process.
- PEC defines multi-municipal benefits and develops strategies to promote multi-municipal Alternative TMDL process elsewhere in the DRWI clusters, across the Delaware basin and throughout Pennsylvania. Robust dissemination implemented as evidenced by a minimum of

five (5) professional presentations, and three (3) articles published via print or electronic platforms.

Intergovernmental Agreement
for Development of a Plan for an Alternative TMDL
for the Wissahickon Creek Watershed.

Section 1 Intergovernmental Agreement.

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

Municipalities

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

Wastewater Treatment Plants:

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

Section 2 Definitions.

Consultant: The team formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission

Legal Services: Legal representation selected by the Management Committee to represent its interests and concerns pertaining to the preparation and adoption of the Alternative TMDL in interaction with the PADEP and/or the US EPA.

Expert Panel Services: A panel of technical experts, whose number and individuals will be selected by the Management Committee, whose purpose is to review the engineering and

scientific work portions of the Alternative TMDL Plan, and to independently verify the results of that work.

Section 3 Guiding Principles.

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too large for any one municipality to effectively address, and therefore commit to work together in a mutually cooperative and respectful manner to develop an Alternative TMDL Plan.
- b. To evaluate the data obtained to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. Said strategy will include developing a list of potential projects and or policies to reduce the existing deleterious characteristics and practices, including remediating degraded physical conditions in the watershed, replacing existing structures, implementing new practices and constructing facilities to enhance the impaired surface waters in the Wissahickon Creek Watershed as effectively and efficiently as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

Section 4 Goals and Objectives: The scope of study

The goal of the Alternative TMDL is to achieve water quality standards in water bodies throughout the Wissahickon Creek watershed.

Objectives: The objectives of the Alternative TMDL are delineated in Attachment "A", "Milestones".

Section 5 Administration and Organization.

Effective Date.

- a. The Effective Date of this Agreement shall be (DATE), by which time all Parties will have adopted the attached Ordinance authorizing the Agreement and executed the Agreement.
- b. This Agreement shall become effective as to each Party upon execution and adoption of the Ordinance.

Term

- a. The term of this Agreement (Term) shall be two (2) years, beginning on the Effective Date. All Parties approving this Agreement must participate for the entire time period.
- b. This Agreement may be extended by those Parties desiring to participate for an additional year, by resolution.

Party Representation

- a. Participation in preparation of the Plan shall be through either the Stakeholder Group or the Management Committee. Members of the Management Committee are entitled to be part of the Stakeholder Group.
- b) A Stakeholder Group shall be convened, consisting of one or more representatives of each Party, the Wissahickon Valley Watershed Association, Friends of the Wissahickon, PADEP, EPA, and Montgomery County. Other stakeholders may be invited to attend the Stakeholder Group meeting as appropriate.
- c) The Stakeholder group shall review and comment on various materials, sections of the Plan, and the complete Plan in draft and final. The Stakeholder group shall have no voting privileges, but is intended to provide input on the Plan.
- d) Management Committee: Each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
 - 1) The Management Committee shall consist of one (1) representative from each Party. The twenty (20) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
 - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
 - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee shall elect officers, to include 2 Co-Chairs, a Secretary and a Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. The Management Committee shall appoint a replacement for any officer who is unable to complete the term.
 - 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
 - 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.

- 2) Hold all Management Committee meetings.
- 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
- 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
- 5) Calculate and invoice fees for each Party.
- 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
 - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
 - 2) Presentation and approval of Progress Reports.
 - 3) Presentation and approval of the Financial Report.
 - 4) Presentation of report(s) to PADEP, EPA and other agencies.
 - 5) Presentation and vote on other Party business pertaining to the Plan process.
 - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.
- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$250,000 in total.
 - 1) Contribution Formula. The contribution from each Party shall be \$6,250 per Party per year for the Term. Depending on the costs incurred for Legal Representation and the

Expert Panel Service, these costs may be less, but in any event they shall not exceed a total of \$12,500 per Party for the duration of the Term.

- 2) Invoicing and Payment. Parties shall be invoiced no later than June 30 of each calendar year, and the Parties' respective payments shall be due on or before July 31 of each year.
- 3) Organization Account. A separate Management bank account shall be established by the Management Committee for the deposit of each Party's Annual Contributions and the funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services and Expert Panel Services. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
- 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than thirty (30) days after the date of Term completion.

Section 6 Applicable Law

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

Section 7 Integration

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

Section 8 No Oral Modification

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

Section 9 Severability

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

Section 10 Representation by Counsel

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

Section 11 Counterparts

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

Section 12 Execution by Facsimile or Electronic Scanning

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

Attachment "A"
Alternative TMDL Milestones and Activities

Project Result:

An Alternative Nutrient TMDL Plan (Plan) supported by the Permittees and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater and phosphorous discharges to achieve regulatory reductions into the Wissahickon Creek.

Milestone 1

Montgomery County Planning Commission (MCPC) designated to convene the 'Wissahickon Alternative TMDL Stakeholder Collaborative' (aka 'Collaborative') consisting of a core group of the (16) watershed municipalities and (4) WWTPs (the 20 Permittees) that is recognized by the US EPA and includes external stakeholders such as WVWA and FOW.

Activities:

- Led by MCPC, organizational structure finalized and implemented for the Collaborative.
- Coordination procedures with regulatory agencies approved and implemented.
- MCPC conducts regular monthly Collaborative meetings for the duration of the project.

MILESTONE 2

EFC works with each Collaborative member to develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- Initial individual Collaborative member engagement and baseline economic assessments completed
- Agreement with EPA executed for implementation expenditures.

MILESTONE 3

PEC coordinates the Technical Team to develop an Alternative Nutrient TMDL, using strategic guidance from WVWA, with plan approval by PA DEP and US EPA.

Activities:

- PEC forms a Technical Team consisting of CSC, EFC, MCPC, and legal counsel to be selected by the Permittees, with input from the Technical Team.

MILESTONE 4

Within 3 years of the signing of the IGA or sooner, Technical Team recommends an Alternative Nutrient TMDL science-based strategy for the Wissahickon watershed, submitted to PA DEP and US EPA for review and approval.

Activities:

- Key results of recent and ongoing studies and modeling efforts for the Wissahickon Creek watershed are compiled to fully describe the problems causing the water quality impairments

- Strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed
- Temple CSC implements a preliminary adaptive watershed monitoring program during the planning process (month 6) with a long-term plan developed and adopted by the Collaborative to assess water quality improvements going forward

MILESTONE 5

Within 3 years of the signing of the IGA or sooner, EFC and Collaborative develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- In coordination with Temple CSC work, costs of plan projects/programs and associated timelines identified
- Equitable funding strategy approved by Collaborative members reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

MILESTONE 6

By the beginning of the third year from the signing of the IGA or sooner, strategies developed and deployed to ensure education and outreach is completed to build support for the Alternative TMDL plan.

Activities:

- Lead by WVWA, residents of the Wissahickon are kept informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution.
- Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

MILESTONE 7

By the first quarter of the third year from the signing of the IGA or sooner, approved Alternative Nutrient TMDL Plan process documented with benefits/lesson learned compiled and, led by PEC, information dissemination actively underway in the DRWI, Delaware Watershed and Pennsylvania.

Activities:

- TMDL Alternative Plan Draft Report compiled and presented to public and regulators for review with multi-municipal TMDL Alternative Plan Report finalized thereafter.
- PEC devises and initiates a process for documentation and dissemination of a successful Alternative TMDL process; recruits and contracts with a professional to document alternative TMDL process.
- PEC defines multi-municipal benefits and develops strategies to promote multi-municipal Alternative TMDL process elsewhere in the DRWI clusters, across the Delaware basin and throughout Pennsylvania. Robust dissemination implemented as evidenced by a minimum of

five (5) professional presentations, and three (3) articles published via print or electronic platforms.

From: Shaw, Drew <DSHAW@montcopa.org>
Sent: Wednesday, June 15, 2016 2:48 PM
To: Shaw, Drew
Cc: RCPLAN@aol.com; Patrick Starr; Susan Myerov (SMyerov@pecpa.org); Susan Harris (susan@ceruleanenvironmental.com); Rea Monaghan (rea@wwwa.org); Lindsay Blanton (lindsay@wwwa.org); Laurie@WVWA.org; Leshner, Jon
Subject: IGA and Adoption documents attached for your use
Attachments: DRAFT IGA Revised 6-15-16Mark Up.docx; DRAFT IGA Revised 6-15-16Clean.docx; IGA Ordinance.doc; Intergovernmental Cooperation Law.docx

Over the past few weeks, the draft Intergovernmental Agreement (IGA) has been reviewed by prospective member communities and wastewater treatment plants, including their solicitors. We received many good suggestions to improve the IGA. The Agreement has been amended to reflect these changes.

In order to move this project along, we are considering this the final version of the IGA. Should you decide to adopt the IGA, please use this version without changes. A marked up version and a clean version of the IGA are attached, along with draft language that can be used to draft an ordinance for adopting the Agreement.

The substantive changes made to the IGA include:

1. Section #2 – definitions of the “Consultant” team, “Legal Services”, and the “Expert Panel Services” are provided.
2. Section #3 - this section now segregates the creation of the “Plan” from future implementation. Implementation is recognized as a separate phase, distinct from the Planning Phase. The EPA was very clear that there needs to be some mention of implementation in the IGA. I have made changes that I believe make it clear that this is and IGA for the preparation of the plan, and not an implementation agreement.
3. Section #5 - The term of the Agreement is two years. However, if there is a need and desire, the parties may extend up to another year via a resolution.
The Management Committee has the responsibility of reporting back to their respective elected officials on a regular basis, so that the content of the plan is acceptable to the permittees.
Meetings will operate under the “Sunshine Act.”
4. Each Party will contribute \$6,250. per year, for the two year term, or \$12,500 in total. To the extent there are unexpended funds at the end of the Term, the funds will be equally distributed among the parties which have contributed. All the parties will participate and vote equally.

Please note that an ordinance is required under the PA Code, intergovernmental cooperation law (see attached), for adoption of the IGA (not a resolution). I have provided sample language based on the PA Code for use by the parties in the development of their adoption ordinances.

If you have any questions, or if you would like to have one of us attend a municipal meeting where the IGA is being discussed or acted on, please let me know. I appreciate the input that has been provided.

Drew

Drew Shaw, AICP
Environmental Planning Section Chief
dshaw@montcopa.org
(610) 278-3733

Montgomery County Planning Commission

P. O. Box 311

Norristown, PA 19104-0311

www.planning.montcopa.org



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The following is suggested language for use by the Permittees in adopting the IGA. It is based on Intergovernmental Cooperation Law, Pennsylvania Consolidated Statutes, Title 53 - Municipalities Generally, SUBPART D - AREA GOVERNMENT AND INTERGOVERNMENTAL COOPERATION. Please feel free to use this in the preparation of your ordinance to adopt the IGA.

ORDINANCE NO. _____
(Municipality)
Montgomery County, PA

An Ordinance of (*Municipality*), Montgomery County, Pennsylvania adopting the Intergovernmental Agreement for the completion of the Alternative TMDL Plan for the Wissahickon

Section 1. Conditions of Agreement.

The Intergovernmental Agreement (Agreement) is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing the Agreement for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), collectively, the "Parties", each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of the Parties is as follows, and shall be updated by Addendum as necessary.

Municipalities

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

Wastewater Treatment Plants:

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

Section 2. Duration of the Term of the Agreement

The duration of the term of the Agreement (Term) shall be two years. The Agreement may be extended by those Parties desiring to participate for an additional term or terms, by resolution.

Section 3. Purpose and Objectives of the Agreement

The Agreement is the document by which the Parties signify their commitment to participate in the preparation of the Plan. The goal of the Plan is to achieve water quality standards in water bodies throughout the Wissahickon Creek watershed. Further, the Agreement establishes the role and duties of the Parties, the Consultant, the Legal Services Representation, and the Expert Panel Services, and the scope of the Plan, as defined in the Agreement and further outlined in Attachment A of the Agreement.

Section 4. Manner and Extent of Financing the Agreement

A fee not to exceed \$6,250 per year shall be provided by each Party. This fee is to cover the costs of Legal Services and Expert Panel Services.

Section 5. Organizational Structure

The Plan shall be prepared by the Consultant, with guidance and input provided through a Stakeholder Group and a Management Committee, whose roles are defined in the Agreement.

Section 6. Real or Personal Property

The Agreement does not empower any of the Parties, the Consultant, Legal Services Representation, or Expert Panel Services to acquire, manage, license or dispose of any real or personal property related to or in conjunction with the preparation of the Plan.

Section 7. Contracts

The Parties entering into the agreement shall be empowered to contract with the Consultant, Legal Services Representation, and Expert Panel Services for services pertaining to the preparation of the Plan and securing approval of the Plan from the US Environmental Protection Agency and the Pennsylvania Department of Environmental Protection.

Section 8. Effective Date

The Effective Date of this Ordinance shall be (*DATE*).

ORDAINED AND ENACTED by the (*Board or Council*) of (*Municipal Name*), Montgomery County, Pennsylvania, this _____ day of _____, 2016.

Intergovernmental Cooperation Law
Pennsylvania Consolidated Statutes
Title 53
Municipalities Generally
SUBPART D
AREA GOVERNMENT AND INTERGOVERNMENTAL COOPERATION

...

2303. Intergovernmental cooperation authorized

(a) **General rule.**—Two or more local governments in this Commonwealth may jointly cooperate, or any local government may jointly cooperate with any similar entities located in any other state, in the exercise or in the performance of their respective governmental functions, powers or responsibilities.

(b) **Joint agreements.**—For the purpose of carrying the provisions of this subchapter into effect, the local governments or other entities so cooperating shall enter into any joint agreements as may be deemed appropriate for those purposes.

2304. Intergovernmental cooperation

A municipality by act of its governing body may, or upon being required by initiative and referendum in the area affected shall, cooperate or agree in the exercise of any function, power or responsibility with or delegate or transfer any function, power or responsibility to one or more other local governments, the Federal Government, or any other state or its government.

2305. Ordinance

A local government may enter into intergovernmental cooperation with or delegate any functions, powers or responsibilities to another governmental unit or local government upon the passage of any ordinance by its governing body. If mandated by initiative and referendum in the area affected, the local government shall adopt such an ordinance.

2306. Initiative and referendum

(a) **Initiative.**—An initiative, under this subchapter, shall be commenced by filing with the appropriate election officials at least 90 days prior to the next primary or general election, a petition containing a proposal for referendum signed by electors comprising 5% of the number of electors voting for the office of Governor in the last gubernatorial election in each local government or area affected. The applicable election officials shall place the proposal on the ballot in a manner fairly representing the content of the petition for decision by referendum at the election. Initiative on a similar question shall not be submitted more often than once in five years.

(b) **Referendum.**—The question shall be placed on the ballot as a referendum and shall become effective by a majority vote of the electors voting thereon.

2307. Content of ordinance

The ordinance adopted by the governing body of a local government entering into intergovernmental cooperation or delegating or transferring any functions, powers or

responsibilities to another local government, or to a council of governments, consortium or any other similar entity shall specify:

- (1) The conditions of agreement in the case of cooperation with or delegation to other local governments, the Commonwealth, other states, or the Federal Government.
- (2) The duration of the term of the agreement.
- (3) The purpose and objectives of the agreement, including the powers and scope of authority delegated in the agreement.
- (4) The manner and extent of financing the agreement.
- (5) The organizational structure necessary to implement the agreement.
- (6) The manner in which real or personal property shall be acquired, managed, licensed or disposed of.
- (7) That the entity created under this section shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

- AREAS 1 & 2 : ENTRY / LOBBY
- AREA 3 : CORRIDOR
- AREA 4 : STAFF LOUNGE
- AREA 5 : COMMUNITY CENTER OFFICE
- AREA 6 : MECHANICAL STORAGE
- AREA 7 : STAGE
- AREA 8 : MULTI-PURPOSE ROOM
- AREA 9 : ACTIVITIES ROOM
- AREA 10 : STORAGE / RECEIVING
- AREA 11 : WOMEN'S RESTROOM
- AREA 12 : FAMILY USE RESTROOM
- AREA 13 : JANITOR'S CLOSET
- AREA 14 : MEN'S RESTROOM

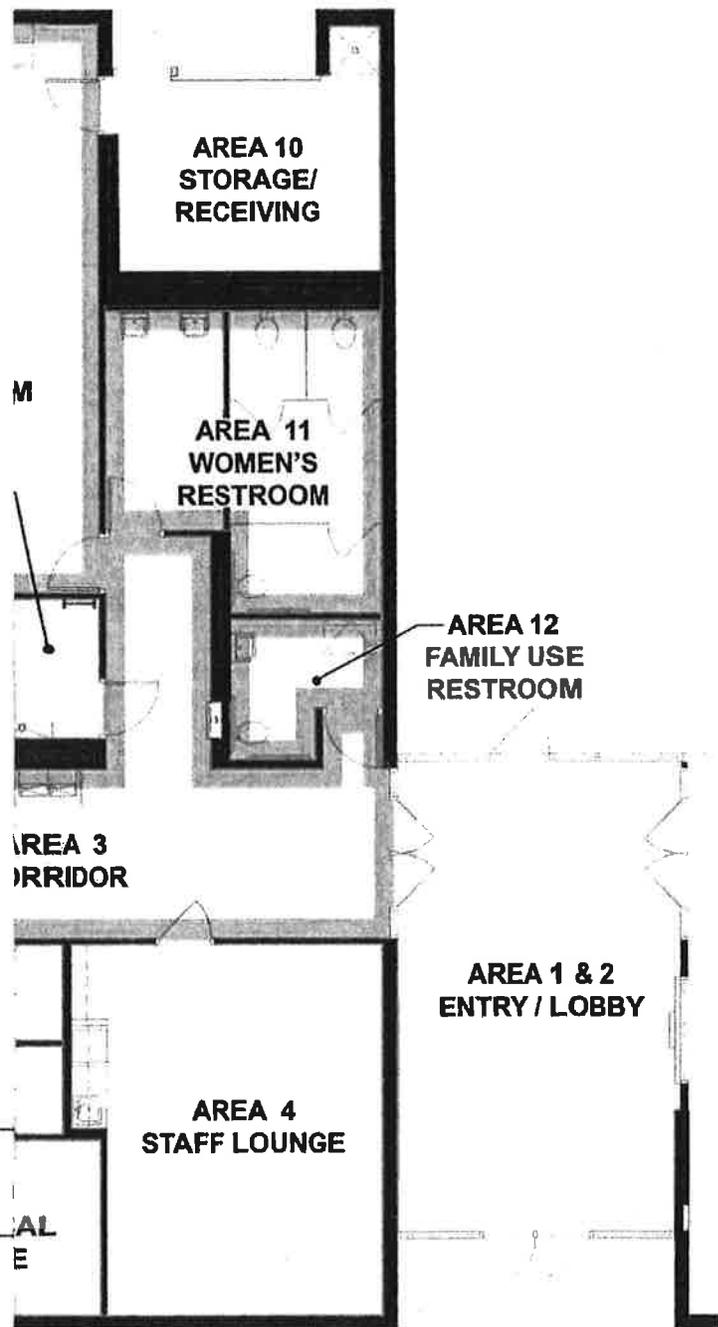
GENERAL CONDITIONS / CONTINGENCY

WIFI NETWORKING

PRELIMINARY ESTIMATED TOTAL :

PRELIMINARY ESTIMATED FEES (25%) :

TOTAL PRELIMINARY ESTIMATED PROJECT COST



: AREAS TO BE BID

: AREAS BY BOA

: NO WORK

TRUE NORTH



Salary & Personnel Committee

The Committee Meeting was held on June 7, 2016 at 7:00 p.m. in Borough Council Chambers located at 131 Rosemary Avenue. Committee Members: Claudio Zaccone (Chair), Edward Curtis , Frank De Ruosi and Nancy Deininger.
Absent: Ms. Hertz.

Approved at Committee Meeting

1. Mr. Ben Bergman was appointed to the vacant EAC position. (8-Aye)

The following business will be discussed.

Recommendations

Public Safety Committee

Parks and Recreation

Public Utilities Committee

The WWTP Sludge Hauling Contract will be expiring this year. Authorization is requested to prepare and advertise Bid Documents for disposal and to also obtain bid pricing for hauling.

Finance and Planning Committee

Recommend the May 2016 invoices be paid in the amount of **\$ 782,475.32.**

A recommendation is requested to advertise a Bid for the 2016 Paving Projects.

A recommendation is requested for the Inter-Governmental Agreement Ordinance for the TMDL and MS4 alternative to be advertised for adoption.

A recommendation to provide a letter of support for the CO- OP funding through a County Loan - Montco Opportunity Loan Program.

Salary and Personnel Committee