

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

TUESDAY, JANUARY 14, 2020 -7:00 PM, 425 PRINCE STREET

WORKSHOP SESSION

Prior to this meeting the Board met to receive information from the Township Manager.

ORDER OF BUSINESS

1. CALL TO ORDER - *Chairman Henry*
2. PLEDGE OF ALLEGIANCE – *Mr. Crissman*
3. PUBLIC COMMENT
4. Presentation on the Joint Pollutant Reduction Plan with CRW and Susquehanna Township - *Mr. Wolfe and HRG*
5. Action on Resolution 20-02; authorizing an intergovernmental cooperation agreement with Susquehanna Township and CRW for the preparation and implementation of a Joint PRP
6. Improvement Guarantees, Development Agreements, Plan Reaffirmations, etc.
7. ADJOURN

NEXT BOARD MEETING (LPT Business Meeting); TUESDAY, JANUARY 21, 2020; 7:00 P.M.

Be advised that public meetings of the Board of Supervisors may be recorded for audio and/or video purposes.

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PREPARATION AND IMPLEMENTATION OF THE JOINT POLLUTION REDUCTION PLAN

THIS AGREEMENT is made this _____ day of _____, 2019, (the “Agreement”), by and among Susquehanna Township and Lower Paxton Township (collectively, Susquehanna Township and Lower Paxton Township are referred to herein as the “Municipalities”) and Capital Region Water (“CRW”) (collectively, the Municipalities and CRW may sometimes be referred to as the “Participants”) for the development and implementation of a Chesapeake Bay Pollutant Reduction Plan, Paxton Creek TMDL Watershed Plan, and a Pollutant Reduction Plan to address Wildwood Lake and an unnamed tributary to Spring Creek (“Joint Pollution Reduction Plan” or “Plan”).

This Intergovernmental Cooperation Agreement is authorized and required pursuant to applicable law including, but not limited to, 53 Pa.C.S.A. § 2301, *et seq.*

RECITALS

WHEREAS, the Participants each operate, and maintain Small Municipal Separate Storm Sewer Systems (“MS4s”) that discharge to the Susquehanna River, Paxton Creek, Spring Creek, and/or Beaver Creek; and

WHEREAS, Paxton Creek, Spring Creek, and Beaver Creek all drain to the Susquehanna River and ultimately the Chesapeake Bay; and

WHEREAS, the Participants wish to engage in a collaborative process of preparing and implementing a Joint Pollution Reduction Plan consisting of a Chesapeake Bay Pollutant Reduction Plan, Paxton Creek Watershed TMDL Plan, and Pollutant Reduction Plan to address Wildwood Lake and an unnamed tributary to Spring Creek (the “Plan”); and

WHEREAS, the Participants desire that CRW shall serve as the point of contact for the Participants to the extent necessary for the development and implementation of the Plan; and

WHEREAS, each Participant will create, operate, and maintain Best Management Practices (“BMP”) Projects within its municipal boundaries or service area designed to reduce sediment; and

WHEREAS, as set forth in this Agreement, the Participants shall equally share in the cost to develop the Plan and the revisions to the Plan; and

WHEREAS, the purpose of this Agreement is to set forth, *inter alia*, how the Participants will cooperate to create and revise the Plan, and the obligations of each Participant; and

WHEREAS, the Participants agree and acknowledge that nothing in this Agreement, or the resultant actions herefrom, shall prohibit, prevent, or interfere with any Participant’s ability to comply with applicable Pennsylvania law and regulation, Federal law and regulation, applicable regulatory agency rules and policies, permit requirements, Pennsylvania Department of Environmental Protection (“DEP”) directives, or United States Environmental Protection Agency directives, and local ordinances; and

WHEREAS, all Participants shall adopt an Ordinance (or a Resolution if Participant is a municipal authority) approving this Agreement to effectuate their participation; and

WHEREAS, the Parties entered into a previous agreement on August 13, 2017, that had not specified the implementation schedule, cost allocation of each BMP by Task Order, disposition of payments, establishment of a construction fund, change orders and final completion certificate with reconciled final project costs for each BMP; and

WHEREAS, the Parties seek to further clarify the previous agreement by providing specific guidelines for completion of BMP projects within the joint planning watershed.

NOW, THEREFORE, the Participants hereto, in consideration of the mutual promises, covenants, and undertakings herein contained, each binding itself and representing that it has proper legal authority to enter into this Agreement, and intending to be legally bound, agree as follows:

1. Definitions.

- A. **“Agreement”** shall mean this Intergovernmental Agreement and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions hereof and at such time constituting part hereof, which term sometimes is referred to in this document by use of such words as “hereto,” “hereby,” “herein,” “hereof,” “hereunder,” or other descriptive words or phrases having similar import.
- B. **“BMP”** shall mean methods, measures or practices selected by a Participant to meet its nonpoint source control needs. BMPs include but are not limited to structural and nonstructural controls and Operation and Maintenance procedures. BMPs can be applied before, during and after pollution-producing activities to reduce or eliminate the introduction of pollutants into receiving waters.
- C. **“BMP Cost Allocation”** shall mean the total cost allotted to each BMP which shall be assigned to a Participant.
- D. **“BMP Project Costs”** shall mean the costs of each BMP Project that is undertaken by a Participant.
- E. **“Change Order”** shall mean a document that is signed by a Participant, which seeks approval from the governing board to authorize an addition, deletion, or revision in the BMP or an adjustment in the BMP, or other revision to the Agreement, issued on or after the Effective Date of the Agreement.

- F. **“CRW”** shall mean Capital Region Water, a Municipal Authority of the Commonwealth, with a Principal Place of Business at 212 Locust Street, Suite 500, Harrisburg, Dauphin County, Pennsylvania.
- G. **“Effective Date”** has the meaning set forth in Paragraph 10.
- H. **“Existing BMP Projects”** shall mean any and all BMP projects that are currently in full effect or will be commenced prior to the Effective Date of this Agreement.
- I. **“Joint Pollution Reduction Plan” or “Plan”** shall mean the implementation and development of a Chesapeake Bay Pollutant Reduction Plan, Paxton Creek Watershed TMDL Plan, and Pollutant Reduction Plan to address Wildwood Lake and an unnamed tributary to Spring Creek.
- J. **“Lower Paxton Township”** shall mean a Township of the Second Class in Dauphin County, Pennsylvania, with its principal offices located at 425 Prince Street, Harrisburg, Pa 17109.
- K. **“MS4”** shall mean Municipal Separate Storm Sewer Systems.
- L. **“New BMP Projects”** shall mean BMP projects undertaken pursuant to the Joint Pollution Reduction Plan and any subsequent amendments that take effect following the Effective Date of this Agreement.
- M. **“Operation and Maintenance”** shall mean use and repair of real property, operation of utilities, and other services in relation to BMPs necessary to carryout the duties set forth in this Agreement.
- N. **“Participant”** shall mean a party to this Agreement or a municipality that may become a party to this Agreement, who undertakes the duties and responsibilities set forth herein.
- O. **“Susquehanna Township”** shall mean a Township of the First Class in Dauphin County, Pennsylvania, with its principal offices located at 1900 Linglestown Road, Harrisburg, Pa 17110.
- P. **“Task Order”** shall mean a task, delivery, or call order for services agreed hereto under this Agreement.
- Q. **“TMDL”** or **“Total Maximum Daily Load”** has the meaning provided in 40 C.F.R. § 130.2(i), as of the date of execution of this Agreement or as subsequently amended.

2. **Recitals.** All of the Recitals and Definitions hereto are incorporated herein by reference as if fully set forth at length.

3. **Guiding Principle.** The Participants have a mutual interest in working together in a cooperative manner to develop and implement the Plan, and to work together in a cooperative manner to achieve the objectives set forth in this Agreement.

4. **Organization.** The Participants agree that CRW shall serve as the point of contact for the Participants to coordinate the development of the Plan and to establish a point of contact for each Participant to coordinate the implementation of the Plan as further set forth in this Agreement. The point of contact for individual projects shall be established by the Participants within a Task Order for each project.

5. **Implementation of the Plan.** The Participants agree that in order to meet the requirements of the PADEP approved Plan, each Participant will undertake and complete each BMP within its municipal boundary within the prescribed scheduled dates identified in the Plan, and shall provide each Participant with a Certificate of Completion stating that construction is completed, including the final reconciled project cost with allocation totals to each Participant, as set forth under paragraph 8 of this Agreement. Because of the unique nature of each BMP project, the Participants understand and agree that the Parties to this Agreement will suffer immediate and irreparable harm in the event that any Participant breaches any of their obligations hereunder and that monetary damages will be inadequate to fully compensate the Participants to this Agreement for such breach. Accordingly, the Participants understand and agree that Participants to this Agreement shall, in addition to any other remedies available at law or in equity, be entitled to injunctive relief to enforce the terms and conditions of this Agreement.

6. **Functions, Powers and Responsibilities.** Each Participant shall be responsible for the following functions and responsibilities and shall have the following powers:

- A. Work cooperatively to oversee, supervise, and administer the development and implementation of the Plan.
- B. Oversee, supervise, and administer New BMP Projects, including ensuring that New BMP Projects are constructed as approved, within its municipal boundaries or service area, as identified in the Plan, and in accordance with the procedures established within this Agreement.
- C. Approve for payment and pay appropriate invoices submitted for development of the Plan and Plan revisions.
- D. Manage and administer all funds related to individual New BMP Projects within its municipal boundaries or service area, including design, permitting, construction, operation, monitoring, maintenance, and approval. The Participants may transfer such obligations for design, construction, Operation and Maintenance, and monitoring to qualified third parties, or other

Participants. Participants must manage contracted third parties and ensure they are performing the required tasks satisfactorily to the benefit of all Participants.

- E. Each Participant must ensure that all applicable notice requirements are satisfied, and advertisements are drafted and published as required by applicable laws, including, but not limited to, the Pennsylvania Sunshine Act.
- F. Each Participant shall 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. Each Participant shall make available to the other Participants for review and copying any records related to the Plan and the activities undertaken pursuant to this Agreement upon submission of written request no less than five (5) business days prior to the desired date of review. Each Participant may waive the requirement for written request in its discretion.
- G. Participants and/or Municipalities agree to act in good faith and to cooperate in all reasonable respects with CRW. CRW is acting as the point of contact to coordinate the development of the Plan, with each Participant's contact person as further set forth in this Agreement.
- H. Participants agree to take any and all legislative or other acts necessary to implement the purposes of this Agreement.
- I. Participants agree to perform their obligations and duties under this Agreement in a competent and business-like manner and shall exercise due care, diligence, and control in connection with costs, fees, and expenses related to such performance.
- J. Participants agree and consent to the placement, ownership, continued operation, and ongoing maintenance of New BMP Projects within their municipal boundaries or service area consistent with this Agreement and the Plan. If necessary, Participants agree to obtain any real property necessary for the placement, ownership, operation, and maintenance of New BMP Projects including the use of eminent domain pursuant to the Eminent Domain Code, 26 Pa.C.S.A. § 101, *et seq.*
- K. Participants agree to continue the Operation and Maintenance with respect to the Existing BMP Projects created before the formation and implementation of this Agreement and identified in the Plan under Exhibits 1-8. Parties may agree to modify Operation and Maintenance obligations of Existing BMP Projects by future Task Order. All aspects of said Operation and Maintenance, including all administrative and document related tasks, shall be solely the responsibility of the Participant that operated and maintained the Existing BMP Projects before the formation and implementation of this Agreement, to be performed at the sole cost and expense of said Participant.

- L. Participants shall collaborate with one another to the extent practicable to take all necessary actions to acquire grants or other funding that can be used to fund the Plan's implementation and/or the actions and activities undertaken pursuant to this Agreement.

7. **Enforcement Actions.** If any compliance or enforcement action (including the pursuit of a civil penalty, issuance of a Notice of Violation ("NOV"), Order, or any other compliance notice or action) is initiated by either the Commonwealth of Pennsylvania or the Federal Government in any way related to the Plan or implementation actions and activities undertaken pursuant to this Agreement, the Participants shall discuss the enforcement action, whether any one or more Participants are responsible for the alleged violation(s), and determine what responsive action(s) shall be. Where an act of malfeasance, misfeasance, negligence, or other misconduct of a Participant results in a civil penalty, issuance of an NOV or other compliance action, a fine, or a damages award of any kind, or other breach of the terms of this Agreement, the responsible Participant shall indemnify, defend, and hold harmless the non-responsible Participants with respect thereto to the extent permitted by applicable law.

8. **Financing of the Plan**

- A. Costs associated with the development of the Plan shall be shared equally by the Participants.
- B. The costs associated with each New BMP Project shall be shared pursuant to the allocation provided in the Task Order authorizing the New BMP Project. A cost sharing allocation for each New BMP Project will be provided in a Task Order ("BMP Cost Allocation") by the Participant performing the project. The cost sharing allocation shall include any sediment reduction credits that are purchased by the Participants. The BMP Cost Allocation will be approved by each Participant to this Agreement. If the parties cannot come to a reasonable agreement, after negotiations made in good faith, then paragraphs Thirteen (13) and Fourteen (14) shall apply.
- C. Each Participant shall be responsible for its own out-of-pocket costs and its own solicitor's fees.

9. **BMP Project Costs Payments**

- A. Each Participant shall pay the Participant performing the New BMP Project consistent with the schedule of payments included in the approved Task Order for its share of the BMP Project Costs. In the event that grant funding is used by a Participant, said grant funding shall be noted in the approved Task Order.
- B. Each Participant shall provide a yearly Operation and Maintenance estimate and each Task Order shall include an Operation and Maintenance estimate associated with each New BMP Project.

- C. Each Participant performing the New BMP Project shall establish a construction fund which shall be the depository for all amounts paid to the Participant for the New BMP Project.
- D. A Change Order approved by the Participant operates as a modification/amendment of a previously approved Task Order.
- E. Change Orders increasing the BMP Project Costs shall be approved by each Participant before authorization to complete the work.
- F. In the event a New BMP Project results in litigation, any attorney fees and litigation expenses incurred shall be paid by each Participant on a pro rata basis in the same percentage as its original share in the BMP Project Cost Task Order. Any settlement of such litigation shall be agreed to by all Participants. The Participants shall not unreasonably withhold consent to terms of settlement of such litigation. Notwithstanding the foregoing, where an act of malfeasance, negligence, or other misconduct, including but not limited to any failure to adhere to contractual obligations, of a Participant results in such litigation, any attorney fees and litigation expenses shall be the sole responsibility of the responsible Participant. The responsible Participant shall indemnify, defend, and hold harmless the non-responsible Participants with respect thereto to the extent permitted by law.
- G. Upon completion of construction, the Participant completing the New BMP Project shall provide a certificate of completion stating that the project is complete. The certificate of completion shall provide the total project costs and the final allocation of costs to each Participant. If, upon completion of the New BMP Project, funds remain in the construction fund, the Participant completing the New BMP Project shall return the unused funds, together with any interest earned thereon, to each Participant on a pro rata basis in the same percentage as its original share in the BMP Project Cost Task Order within 60 days of the certificate of completion.
- H. In the event that the BMP Project Cost exceeds the amount initially paid by the Participants, as set forth in the approved BMP Project Task Order, any deficiency shall be charged to, and paid by, each Participant on a pro rata basis in the same percentage as its original share in the BMP Project Cost Task Order and shall be due within sixty (60) days of written notice.

10. Effective Date.

- A. The Effective Date of this Agreement shall be _____, 2019. It is the intent of the Participants, however, that the terms of this Agreement shall apply to any work related to the development and implementation of the Plan conducted after _____, regardless of the Effective Date of this Agreement.
- B. This Agreement shall become effective as to each Participant upon execution and, where applicable, adoption of an authorizing ordinance or resolution, and execution of this Agreement.

11. Term. This Agreement shall commence upon the Effective Date. The Agreement shall terminate as to each Participant on the date that said Participant's MS4 Permit expires unless revised or terminated by mutual written consent of all the Participants hereto in accordance with this Agreement. A Participant may terminate this Agreement upon 90 days' notice and mutual agreement by the Parties. If the Participant seeking termination has New BMP Projects under construction, all New BMP Projects must be completed prior to termination and all Operation and Maintenance obligations shall survive termination of this Agreement unless otherwise agreed upon in writing.

12. Authorization. Participants certify that they are authorized to enter into and execute this Agreement in the exercise and/or performance of their governmental functions, powers, or responsibilities. Participants further certify that they are not the subject of any pending lawsuits, regulatory fines, consent decrees, or other similar sanction of whatever kind related to the Plan. Each Participant shall undertake best efforts to resolve any and all such lawsuits, fines, consent decrees, or similar sanctions prior to that Participant's execution of this Agreement. In the event a Participant is unable to resolve such lawsuits, fines, consent decrees, or similar sanctions prior to execution of this Agreement, the Participant agrees to fully indemnify, defend, and hold harmless all other Participants from any associated damages and liability to the extent permitted by applicable law.

13. Applicable Law. The Participants 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 Dauphin County Court of Common Pleas. The Participants hereby submit to the exclusive jurisdiction of that court.

14. Alternative Dispute Resolution. The Participants agree to resolve disputes expeditiously. If a dispute arises among the Participants regarding the terms or the implementation of this Agreement, the following steps will be taken prior to filing action in the Court of Common Pleas of Dauphin County, Commonwealth of Pennsylvania, as provided for in Paragraph 13: The Party that seeks resolution will provide a written statement of its dispute, along with any rationale or supporting documents, to the other Participants within five (5) working days of occurrence of the dispute. All Participants will engage in discussions in an attempt to arrive at a consensus and resolve the dispute. If no resolution is reached within fifteen (15) working days of receipt of the statement of dispute, the dispute may be elevated in writing, along with any rationale or supporting documents to the relevant Participants' respective chief executive officer or his designees. The principal contacts for the Participants will engage in discussions to seek consensus. If resolution

is not reached by the chief executive officers within thirty (30) working days of his receipt of the written statement of the dispute, the Participants may employ the services of a dispute resolution specialist to assist in the resolution of disputes prior to filing action in the Court of Common Pleas of Dauphin County.

15. Integration. This Agreement contains the entire agreement between the Participants. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Participants 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.

16. No Oral Modification. This Agreement may not be modified except in writing executed by all Participants. This Agreement shall be amended only in writing, by duly authorized representatives of all Participants, and such revision(s) must be approved by official action of each Participant jurisdiction, and as required by any applicable law of the Commonwealth.

17. 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.

18. Representation by Counsel. This Agreement has been negotiated by the Participants through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Participants shall be considered to have contributed equally to the preparation of this Agreement. The Participants 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 Participants, as referenced herein. The Participants further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

19. 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.

20. 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 Participants 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.

21. Fees and Costs. Unless otherwise expressly stated herein, the Participants agree to bear their own fees and costs in connection with or incurred related to the matters between them and relating to this Agreement.

22. Signatures. The Participants hereto, and the undersigned individuals and/or representatives, represent and warrant that they have the authority to enter into this Agreement and be legally bound hereby.

IN WITNESS WHEREOF, the Participants hereto have caused this Intergovernmental Cooperation Agreement for the Preparation and Implementation of the Plan.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

CAPITAL REGION WATER

Secretary

By: _____
(Vice) Chairperson

(SEAL)

ATTEST:

SUSQUEHANNA TOWNSHIP

Secretary

By: _____
(Vice) President

(SEAL)

ATTEST:

LOWER PAXTON TOWNSHIP

Secretary

By: _____
(Vice) Chairperson

(SEAL)

**LOWER PAXTON TOWNSHIP
RESOLUTION 20-02**

**A RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER PAXTON TO
ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH THE TOWNSHIP OF SUSQUEHANNA AND CAPITAL REGION WATER
FOR THE PREPARATION AND IMPLEMENTATION OF JOINT POLLUTANT
REDUCTION PLAN**

WHEREAS, Susquehanna Township and Lower Paxton Township are political subdivisions and Capital Region Water ("CRW") is a municipal authority formed by the City of Harrisburg, all located within Dauphin County, Pennsylvania and herein jointly referred to as the "Participants;" and

WHEREAS, the Participants each operate, and maintain Small Municipal Separate Storm Sewer Systems ("MS4s") that discharge to the Susquehanna River, Paxton Creek, Spring Creek, and/or Beaver Creek, and ultimately the Chesapeake Bay; and

WHEREAS, the Participants wish to engage in a collaborative process of preparing and implementing a Joint Pollution Reduction Plan, consisting of a Chesapeake Bay Pollutant Reduction Plan, Paxton Creek Watershed TMDL Plan, and Pollutant Reduction Plan to address Wildwood Lake and an unnamed tributary to Spring Creek (the "Plan"); and

WHEREAS, the Participants have prepared an Intergovernmental Cooperation Agreement for the preparation and implementation of a Joint Pollutant Reduction Plan as authorized and required pursuant to applicable law including, but not limited to, 53 Pa.C.S.A. § 2301, et seq.; and

WHEREAS, the Participants have determined that it is in their respective interests to enter into such an Agreement for said project.

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

Section 1. The caption of and recitals to this Resolution, as set forth above, are incorporated herein by reference.

Section 2. The Board of Supervisors of the Township of Lower Paxton deems it necessary and expressly authorizes its officers, in accordance with the requirements of the aforesaid Intergovernmental Cooperation Act, to enter into and execute an Intergovernmental Cooperation Agreement (the "Agreement") to provide for the legal and institutional mechanisms for preparing and implementing a Joint Pollution Reduction Plan, consisting of a Chesapeake Bay Pollutant Reduction Plan, Paxton Creek Watershed TMDL Plan, and Pollutant Reduction Plan to address Wildwood Lake and an unnamed tributary to Spring

Creek (the "Plan").

Section 3. In the event that any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Resolution, it being the intent of the Township Board of Supervisors that the remainder of the Resolution shall be and shall remain in full force and effect.

Section 4. This Resolution shall take effect and be in force five (5) days after its enactment.

ADOPTED this 14th day of January, 2020, by the Board of Supervisors of the Township of Lower Paxton, Dauphin County, Pennsylvania.

Attest:

**BOARD OF SUPERVISORS
LOWER PAXTON TOWNSHIP**

_____, Chairman

_____, Vice-Chairman

_____, Supervisor

_____, Supervisor

_____, Supervisor

Lower Paxton Township

***Intergovernmental Cooperation Agreement
for the
Preparation and Implementation
of a
Joint Stormwater Pollution Reduction Plan***

GOOD GOVERNMENT FOR A GREAT COMMUNITY

Participants

- Susquehanna Township
- Lower Paxton Township
- Capital Region Water (“CRW”)

Stormwater Management “Acronyms”

- NPDES – National Pollutant Discharge Elimination System (permit)
- MS4 – Municipal Separate Storm Sewer System
- PRP – Pollutant Reduction Plan
- TMDL – Total Maximum Daily Load
- BMP – Best Management Practice
- ICA – Intergovernmental Cooperation Agreement

Geographic Area of the Joint Pollution Reduction Plan

- Chesapeake Bay PRP
 - In LPT – Paxton Creek, Beaver Creek, and Spring Creek
- Paxton Creek TMDL PRP
- PRP to address Wildwood Lake
- PRP for an unnamed tributary to Spring Creek

LPT Stormwater Management Program

- LPT is implementing an MS4 program per an expired NPDES Permit, including a multi-year stormwater facility capital improvement program
 - LPT has applied for an individual NPDES Permit (latest draft submitted to DEP on 12/30/19)
 - Chesapeake Bay PRP; Paxton Creek TMDL PRP; and a PRP to address Wildwood Lake and an unnamed tributary to Spring Creek
 - LPT formed a stormwater authority
 - To fund Stormwater Management LPT/LPTA have:
 - Instituted a stormwater management fee
 - Issued General Obligation debt
-

Joint Pollution Reduction Plan

- Required Sediment Reductions -

- Chesapeake Bay PRP – 10% short-term
- Paxton Creek TMDL Watershed Plan – 10% short term & 35% long-term (after 5 yrs.)
- PRP to address Wildwood Lake – 10% short-term
- PRP for an unnamed tributary to Spring Creek – 10% short-term

Intergovernmental Cooperation Agreement

- The Parties entered into the initial ICA on August 13, 2017. This ICA provided for the preparation of the PRPs.
- ***The proposed ICA includes an implementation schedule; cost allocation of each BMP by Task Order; disposition of payments; establishment of a construction fund; change orders; and final completion certificate with reconciled final project costs.***

Intergovernmental Cooperation Agreement – Cost Sharing

- Baseline Sediment Load for the Joint Planning Area:
 - Lower Paxton Township – 57%
 - Susquehanna Township – 27%
 - CRW – 16%
- Joint Pollution Reduction Plan *estimate* of costs - \$12,795,000