



RESOLUTION #09-21

A RESOLUTION TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT WITH OTHER MONTGOMERY COUNTY MUNICIPALITIES FOR LEGAL SERVICES FOR STORM WATER REGULATORY SUPPORT

WHEREAS, First Class Townships, Second Class Townships and Boroughs, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways and property within their jurisdictions¹; and

WHEREAS, the First Class Township, Second Class Township and Borough Codes, as well as the provisions of Pennsylvania's Intergovernmental Cooperation Law², provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers, and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

WHEREAS, the Participating Municipalities in the Montgomery County Consortium of Communities have determined that it is in the best interests of their residents to cooperate in obtaining legal services to assist them in assessing the legal and regulatory impacts and implications of the proposed new MS4 permit (PAG-13) and the associated state generated model storm water management ordinance; and

WHEREAS, the Participating Municipalities wish to enter into an Intergovernmental Agreement providing for intergovernmental cooperation to share their insights with each and coordinate their comments regarding the impacts of these programs upon their communities to the Pennsylvania Department of Environmental Protection and their elected officials as appropriate, in the best interests of their residents as set forth the terms and conditions thereof;

WHEREAS, the Hatfield Township Board of Commissioners desires to authorize its appropriate officers to enter into an Intergovernmental Agreement with other Montgomery County municipalities for obtaining the above-referenced legal services pursuant to the terms of the Intergovernmental Agreement, attached hereto as Exhibit "A".

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¹ See, The First Class Township Code, 53 P.S. §55101, *et seq.*; The Second Class Township Code, 53 P.S. §651014, *et seq.* and The Borough Code, 53 P.s. §45101, *et seq.*

² See, Intergovernmental Cooperation Law 53 Pa. C.S.A, §2301, *et seq.*

NOW THEREFORE, BE IT RESOLVED as follows:

The appropriate officers of [INSERT 1] are hereby authorized to enter into the attached Intergovernmental Agreement with other Montgomery County municipalities to obtain the above-referenced legal services.

BE IT RESOLVED this 24th day of June 2009 at a public meeting.

**Hatfield Township
Board of Commissioners**

Scott Brown, President

[SEAL]

ATTEST:

Kate Grubb, Assistant Manager

Exhibit “A”

INTERGOVERNMENTAL AGREEMENT

LEGAL SERVICES FOR STORMWATER REGULATORY SUPPORT

THIS AGREEMENT, is by and between Montgomery Township and Hatfield Township (“Participating Municipalities”).

BACKGROUND

WHEREAS, First Class Townships, Second Class Townships and Boroughs, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways and property within their jurisdictions³; and

WHEREAS, the Participating Municipalities in the Montgomery County Consortium of Communities have determined that it is in the best interests of their residents to cooperate in obtaining legal services to assist them in assessing the legal and regulatory impacts and implications of the proposed new MS4 permit (PAG-13) and the associated state-generated model storm water management ordinance; and

WHEREAS, the Participating Municipalities wish to enter into an intergovernmental Agreement providing for intergovernmental cooperation to share their insights with each and coordinate their comments regarding the impacts of these programs upon their communities with and to the Pennsylvania Department of Environmental Protection as well as their respective elected officials as appropriate, all in the best interests of their residents as set forth in the terms and conditions thereof;

WHEREAS, the Participating Municipalities wish to accept the proposal submitted by Douglas R. Blazey, Esquire, of Elliott Greenleaf & Siedzikowski, P.C., to assist them in this effort and

WHEREAS, the First Class Township, Second Class Township and Borough Codes, as well as the provisions of Pennsylvania’s Intergovernmental Cooperation Law⁴, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers, and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

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³ See, First Class Township Code, 53 P.S. §55101, *et seq.*; The Second Class Township Code, 53 P.S. §651014, *et seq.*; and Borough Code, 53 P.S. §45101, *et seq.*

⁴ See, Intergovernmental Cooperation Law 53 Pa. C.S.A., §2301, *et seq.*

NOW, THEREFORE, in consideration of the promises set forth above and intending to be legally bound hereby, the Participating Municipalities do agree as follows:

WITNESSETH

1. The Participating Municipalities hereby appoint Douglas R, Blazey, Esquire, of Elliott Greenleaf & Siedzikowski, P.C. (“Special Counsel”) to assist them in assessing the legal and regulatory impacts and implications of the proposed new MS4 permit (PAG-13) and the associated state generated model storm water management ordinance.

2. A Negotiating Committee shall be comprised of six (6) members from the Participating Municipalities, appointed by majority vote of the Participating Municipalities.

3. The Negotiating Committee shall appoint a person from the committee as Chairperson.

4. Participating Municipalities shall communicate through the Negotiation Committee.

5. The Negotiation Committee, via the Chairperson, shall communicate directly with the Special Counsel.

6. Special Counsel shall communicate directly with Pennsylvania Department of Department of Environmental Protection.

7. The Participating Municipalities hereby establish an initial budget of Fifteen Thousand Five Hundred Dollars (\$15,500.00) for the Project (\$15,000 for consulting fees and \$500.00 for out-of-pocket expenses). The Montgomery County Consortium of Communities (“Consortium”) will contribute 50% of the Project cost. The Montgomery County Association of Township Officials, The Bucks County Association of Township Officials, and The Bucks County Consortium of Communities may also contribute to the Project cost. The remaining balance of the Project cost shall be shared proportionally by the Participating Municipalities based upon their Population as set forth in the 2000 Census. A list of the Participating Municipalities, their 2000 population, and their respective costs for the Project is attached hereto as Exhibit “A”.

8. Each Participating Municipality shall pay the cost set forth in Exhibit “A” to Lower Providence Township, the Consortium Treasurer, which will maintain an escrow account, pay Special Counsel for the Project, and, at the request of any Participating Municipality, provide an accounting of expenditures made for the Project.

9. The Participating Municipalities acknowledge that there may be additional costs associated with the Project. If additional funds are required for the Project, each Participating Municipality will contribute funds based on the percentage set forth in Exhibit “A”

10. All additional work and costs associated with the Project shall be approved by the Negotiating Committee.

11. Each Participating Municipality shall be responsible for its own out-of-pocket costs and its own solicitor's fees attendant to their involvement with the Project.

12. If at any time, a Participating Municipality wishes to end its participation in the Project, it shall give thirty (30) days written notice to the President of Consortium that it no longer wishes to participate; however, in no event shall any funds already paid for the Project be refunded to any Participating Municipality seeking to end its participation in the Project.

13. Any additional municipality, not currently a named Participating Municipality, that requests to become a party to this Agreement and participate in the Project shall be admitted by a two-thirds (2/3) vote of the Participating Municipalities. Any new Participating Municipality shall contribute its share of the cost of this Project based on its 2000 population plus an additional one thousand dollars (\$1,000), and shall be subject to all terms and conditions of this Agreement.

14. Any funds remaining upon the completion of the Project shall be refunded to the Participating Municipalities according to the percentages set forth in Exhibit "A" hereto.

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

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

17. This Agreement may be executed in counterparts, each Intergovernmental Agreement signed by a Participating Municipality shall become a part of the whole Intergovernmental Agreement and shall bind that Participating Municipality to the terms of this Agreement.

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INTENDING to be legally bound hereby, Hatfield Township as approved by Resolution the 24th day of June 2009, agrees to be a Participating Municipality under the terms and conditions of this Agreement by setting forth the hand and seal of its Township Manager this 24th day of June 2009.

Hatfield Township

Andrew S. Haines, Township Manager

ATTEST:
