PUBLIC NOTICE
LEBANON AREA REGIONAL POLLUTANT REDUCTION PLAN

The Lebanon County Stormwater Consortium (Consortium), consisting of Annville Township, City of Lebanon, Cleona Borough Authority, North Cornwall Township, North Lebanon Township, and South Lebanon Township, has prepared a joint Pollutant Reduction Plan (PRP) to be submitted to the PA Department of Environmental Protection (PADEP) on or about September 16, 2017, as a component of each member municipality's PAG-13 National Pollutant Discharge Elimination System (NPDES) General Permit application for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s).

The PRP outlines in general terms the Consortium's 5-year plan between 2018 and 2023 to reduce sediment loadings from the Consortium Members' MS4 stormwater discharges to the Snitz Creek-Quittapahilla Creek, Reeds Run-Swatara Creek, Lower Little Swatara Creek, and Headwaters Tulpehocken Creek watersheds by a minimum of 535,990 pounds of sediment per year. A copy of the PRP will be available on or before August 1, 2017 on the Redevelopment Authority's website at www.lebanoncountyredevelopment.com, and a hardcopy can be reviewed in person at each of the municipal offices of the six member municipalities comprising the Consortium during regular business hours. The locations and business hours are as follows. Annville Township, 36 N Lancaster Street, Annville, PA 17003, Monday-Friday, 8am-5pm; City of Lebanon, 400 S 8th Street, Room 220, Lebanon, PA 17042, Monday-Friday, 8:30am-4:30pm; Cleona Borough, 140 W Walnut Street, Cleona, PA 17042, Monday-Friday, 8am-4:30pm; North Cornwall Township, 320 S 18th Street, Lebanon, PA 17042, Monday-Friday 7am-4pm; North Lebanon Township, 725 Kimmerlings Road, Lebanon, PA 17046, Monday-Friday 7:30am-4pm; South Lebanon Township, 1800 S 5th Avenue, Lebanon, PA 17042, Monday-Friday 7:30am-4pm.

A public meeting to present the draft PRP will be held during the regularly scheduled meeting of the Consortium's Governing Body on August 21, 2017 at 10:00am at 1220 Mifflin Street, Lebanon, PA 17046. The community is invited to provide verbal comments on the plan at the meeting. In addition, members of the community have an opportunity to review and provide written comment on the plan. There will be a 30-day public comment period from August 1, 2017 – August 31, 2017 in order to allow the members of the public to read the plan and submit written comments on it. Written comments can be submitted electronically to the Redevelopment Authority as Administrator for the Consortium at ebowman@lebanoncountyredevelopment.com, or to 39 N. 12th Street, Lebanon, PA 17046, attention: Elizabeth Bowman. All comments on the plan must be received by close of business on August 31, 2017.

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE IMPLEMENTATION OF THE LEBANON AREA REGIONAL POLLUTANT REDUCTION PLAN

THIS AGREEMENT is made this 28th day of August, 2017, by and among all of the municipalities and stormwater authorities executing this Intergovernmental Cooperation Agreement for the Implementation of the Lebanon Area Regional Pollutant Reduction Plan ("Agreement")(collectively, the "Participants" or the "Lebanon County Stormwater Consortium" or the "Consortium")(each Participant shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties"). The list of Participants is included as Attachment "A" hereto, and shall be updated by Addendum as necessary.

This Intergovernmental Cooperation Agreement (the "Agreement") is authorized and required pursuant to applicable law, including, but not limited to, 53 Pa.C.S. §2303.

BACKGROUND

A. Municipalities that hold a Pennsylvania Department of Environmental Protection ("DEP") Municipal Separate Storm Sewer System ("MS4") Permit (regarding stormwater discharges) are required to prepare and implement a Pollutant Reduction Plan ("PRP"); and

B. The Parties have a mutual interest in restoring the impaired waters of the County and are committed to working together in a cooperative manner to implement a Regional PRP that identifies and funds cost effective BMP Projects to reduce the annual amount of nitrogen, phosphorous and sediment entering impaired surface waters in Lebanon County, Pennsylvania as efficiently as possible.

C. The Participants have explored the feasibility of developing and implementing a

Regional Pollutant Reduction Plan (the "Regional PRP"), as an alternative to each of the local government units developing their own PRP; and

D. Lebanon County is located within two (2) major watersheds including the Chesapeake Bay Watershed and the Delaware River Basin Watershed; and

E. The Regional PRP shall address the pollutant reduction plan requirements for both the Chesapeake Bay Watershed and the Delaware River Basin Watershed; and

F. The Participants may consider offering invitations to other municipalities and stormwater authorities situated in Lebanon County to join the Consortium as a Participant; and

G. Certain Best Management Practices ("BMPs") are designed to control stormwater and improve water quality, and are required to be implemented as part of a pollutant reduction plan; and

H. BMPs or BMP projects require capital expenditures, in some cases, significant capital expenditures; and

I. Participants desire to cooperate to effectuate the cost effective installation of BMPs in order to accomplish annual reduction(s) of nitrogen, phosphorous and sediment discharges into surface waters in Lebanon County; and

J. As set forth in this Agreement, all Participants shall share in the cost to prepare the Regional PRP and to implement stormwater and water quality Best Management Practices Projects (individually referred to as a "BMP Project" or collectively "BMP Projects") that are selected by the Participants in accordance with the terms of this Agreement; and

K. The amount of annual financial contribution expected of each Participant is calculated based upon an agreed-upon formula set forth herein; and

L. Participants that hold a MS4 Permit shall be able to report the pollutant reductions achieved by construction of the BMP Projects funded by the Consortium. Such pollutant reductions

may be reported in each Participant's Annual MS4 Permit Report to DEP. Reductions will be reported in the Regional PRP Report to be submitted to DEP no later than September 30, 2023; and

M. The content of the Regional PRP, including BMP Project selection and the level of funding for each BMP Project, shall be determined by the Participants as set forth herein; and

N. Because timing is of the essence as a result of DEP imposed deadlines to submit PRPs, and because the core group of Participants have each appointed and/or retained Steckbeck Engineering & Surveying, Inc. (SESI) to prepare their individual PRPs, the Participants agree that SESI shall draft the Regional PRP. The designated engineer, or other authorized entity, shall prepare any subsequent revisions, amendments and updates, and the Annual PRP Report for each of the five (5) years corresponding to the Participants' MS4 Permit term; and

O. The Regional PRP approved by DEP, including any subsequent revisions/amendments thereto, is incorporated by reference herein; and

P. The purpose of this Agreement is to set forth the Parties' agreement as to how the Parties will cooperate to create and revise the Regional PRP, interact with the regulatory agencies regarding MS4 Permit requirements, how the Regional PRP will be implemented, how the Consortium will be governed, and the obligations of each Participant; and

Q. The Parties agree and acknowledge that nothing in this Agreement, nor the resultant actions here from, 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, DEP directives, or United States Environmental Protection Agency directives, and local ordinance; and

R. All Participants shall adopt an Opt-In Resolution and an Ordinance approving this Agreement to effectuate their participation.

INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE AS FOLLOWS:

1. **Background**. All of the Background paragraphs hereto are incorporated herein by reference as if fully set forth at length.

2. **Condition Precedent**. In the event that DEP does not approve the Regional Plan on or before _____ ___, 201__, and unless extended by all Parties in writing prior to _____ ___, 201__, this Agreement shall automatically terminate and no Party shall be bound hereby.

3. **Organization**.

a. Participant Representation. Each Participant shall designate a primary voting representative and an alternate to serve as the contact person(s) on all matters related to the Regional PRP. The name of and contact information for the representative and alternate shall be provided to the Administrator in writing, as well as any subsequent changes. Each representative and alternate serves at the pleasure of the Participant that appoints them.

b. Governing Body. The representatives designated by the Participants, the designated representative of the Administrator, and a designated representative from the Lebanon County Planning Department shall form the Governing Body. The designated representative of the Administrator shall serve as Administrator for the Consortium (the "Administrator"). The Administrator and the representative of the Lebanon County Planning Department shall be participating but non-voting members of the committee. The alternate from each Participant shall be entitled to fully participate in all Governing Body meetings, but may vote only when the designated representative is unavailable.

c. Governing Body Officers. Members of the Governing Body shall elect officers, to include a Chairperson, Vice-Chairperson, Secretary, Treasurer, and Assistant Secretary/Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by *Robert's Rules of Order*, latest edition. Generally, the

Officers shall be responsible as follows:

(i) Chairperson – shall run the Governing Body meetings with the Administrator;

(ii) Vice-Chairperson – shall fill in for Chairperson, when requested, and serves at the discretion of the Chairperson;

(iii) Secretary – shall ensure that meeting minutes of the Governing Body are accurate and retained as a record;

(iv) Treasurer – shall ensure that Consortium funds are disbursed in a timely fashion for legitimate expenses related to implementation and administration of the Regional Plan, and as approved by the Governing Body; and

(v) Assistant Secretary/Treasurer – shall fill in for Secretary and Treasurer, when requested.

d. Governing Body Officers' Terms. The Officers shall serve a term of one (1) year except in the initial year following the execution of this Agreement. The term shall begin immediately after election at the January Regular Meeting, and which term shall expire upon re-organization at the following January Regular Meeting. During the initial year following execution of this Agreement, the Officers shall be elected at the initial meeting of the Governing Body and the term shall expire upon re-organization at the first January Regular Meeting. There is no limit to the number of terms that a representative may serve as an Officer on the Governing Body.

e. Administration. Staff of the Administrator will administer the activities of the Consortium at the direction of the Governing Body. The Administrator shall undertake and be responsible for the following tasks, for which compensation shall be provided from the Consortium funds:

(i) Preparation and circulation to all Participants of minutes from all

Governing Body and Subcommittee meetings.

(ii) Arrange, plan, and coordinate all Governing Body and Subcommittee meetings and/or conference calls and prepare agenda for the same.

(iii) 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.

(iv) Oversee, supervise, and administer BMP Projects funded by the Consortium to ensure funds are being spent as approved, on approved projects or project elements.

(v) Evaluate annually if Annual Contributions collected for the implementation of the Regional PRP are sufficient to cover the costs of the BMP Projects proposed, and recommend making adjustments to the Annual Contribution if deemed necessary to the Governing Body.

(vi) Submit for approval to the Governing Body and, once approved, pay appropriate invoices submitted for preparation of the Regional PRP and Annual PRP Report, and for BMP Projects approved for funding by the Governing Body.

(vii) Oversee the drafting of the Regional PRP by the designated engineer, or other authorized entity including subsequent revisions, amendments, updates, and any content requirements, as determined and directed by the Governing Body for submission to DEP; and circulate to the Governing Body for review.

(viii) Oversee the preparation of the Annual PRP Report by the designated engineer or other authorized entity related to and/or for the Regional PRP that is required in draft for review and approval by the Governing Body at a Governing Body Meeting.

(ix) Calculate the Initial and Annual Contribution for each Participant (in accordance with the Contribution Formula in Section 8.a.(iii) and as reflected in Attachment "B" (and any new Participant added by subsequent addenda to this Attachment), and issue the Initial and Annual Contribution invoices to every Participant as set forth in Sections 8.a.i. and 8.a.ii.

(x) Collect all Initial and Annual Contributions from Participants and deposit all Initial and Annual Contribution funds into the Consortium Account, as described herein.

(xi) Manage and administer Consortium funds paid and deposited in the Consortium Account.

(xii) Manage contracts for the construction of BMP Projects.

(xiii) 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. Such records related to the Regional PRP and the activities undertaken pursuant to this Agreement shall be available for review and copying by any Participant at the Administrator offices, upon submission of written request no less than five (5) business days prior to the desired date of review. Such written notice by a Participant is not required to comply with the then current Pennsylvania Right- to- Know Law.

(xiv) Prepare or cause to be prepared an annual:

(1) Financial Report of the Consortium funds and all expenditures;

(2) Progress Report related to all approved BMP Projects.

(3) Action Plan which shall generally include a description of all actions and activities recommended by the Administrator to be

undertaken by the Governing Body in the coming calendar year including but not limited to BMP Projects and proposed progress schedules.

(4) Budget for the upcoming calendar year which shall be presented to the Governing Body at the August Annual Meeting.

(xv) Notify all Participants in writing of each Participant that has not paid the assigned annual financial contribution no later than March 30 of each calendar year.

(xvi) Assist in identifying, and where appropriate, applying for, grant funding that can be used to fund the Regional PRP implementation and/or the actions and activities (excluding Administration) undertaken pursuant to this Agreement.

(xvii) Undertake other actions that may be necessary or convenient to implement the provisions of this Agreement.

4. **Meetings**.

a. Annual Meeting. There shall be an annual meeting of the Governing Body every August (the "Annual Meeting"). The Annual Meeting shall occur following advance written notice to each Participant's representative and alternate of no less than sixty (60) days. Such Annual Meeting notice shall be provided by the Administrator to all Participants in accordance with applicable statute, and also may be provided by regular mail, facsimile or email using the contact information provided by each Participant.

b. Annual Meeting Business. The following business shall be conducted at the Annual Meeting, unless such business must be conducted at a Regular Meeting of the Governing Body:

(i) Vote on BMP Projects to fund for the following calendar year (i.e. content of Annual Action Plan) and amount of funding to be allocated to each selected project.

(ii) Vote on any proposed changes and/or revisions to the Regional PRP, the Annual Action Plan, and any adjustments to the Annual Contributions proposed by the Administrator.

(iii) Presentation and approval of the Financial Report provided by the Administrator.

(iv) Presentation and approval of the Progress Report provided by the Administrator.

(v) Presentation of Participant updates relevant to the business of the Consortium by the Participants' representatives or the Administrator.

(vi) Review and approval of proposed budget prepared by the Administrator for the following calendar year.

(vii) Presentation of draft or final Annual PRP Report prepared by the designated engineer or other authorized entity.

(viii) Presentation of annual update by Subcommittees.

(ix) Presentation and vote on new Participant requests, including specified contribution amount(s) for each new Participant, as prepared and presented by the Administrator.

(x) Establish dates for the monthly Regular Governing Body Meetings (referenced in Section 4.c. below) for the following calendar year.

(xi) Other business, as determined by the Governing Body, the Administrator, and/or the Participants may also be conducted at the Annual

Meeting.

(xii) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote where at least a Quorum of Governing Body Participants are in attendance.

(xiii) Each Participant in attendance shall be entitled to one (1) vote on all matters addressed at the Annual Meeting and for which a vote is taken, including but not limited to, BMP Projects to be added to or deleted from the BMP Project List, BMP Projects to be included in the Annual Action Plan for the following year, the funding allocation for selected BMP Projects, and other matters related to the Regional Plan and the Annual Action Plan.

c. Regular Governing Body Meetings –

(i) The Governing Body shall also meet monthly to conduct business related to the Regional PRP ("Regular Meetings"), unless such meeting is cancelled. Business at the Regular Meetings shall be approved by a simple majority vote where at least a Quorum is present at the meeting.

(ii) Participants in attendance at the January Regular Meeting shall elect the Officers of the Governing Body, which election shall occur as set forth in Section 3.c. above.

(iii) In addition to Regular Meetings, as set forth in (i) above, the Governing Body, or a majority of the members, may call for a Special Meeting for any purpose arising from or related to this Agreement. Such meetings shall occur following advance written notice of no less than ten (10) calendar days, which notice shall be provided to all Participants by the Administrator.

d. Meeting Participation. Participants are permitted to attend and fully

participate in all Governing Body meetings and subcommittee meetings via electronic or telephonic means. Participation by such means shall count the same as physical attendance for voting purposes.

e. Quorum. A quorum (at least 51% of all Participants as represented by a voting representative including via electronic or telephonic means) is necessary for the Governing Body to take official action.

f. Subcommittees. Subcommittees, such as a Technical Committee and a Regulatory Committee, may be established on an ad-hoc basis by the Governing Body.

g. Administrator Staff. Administrator personnel and staff are authorized to and shall attend and participate in all meetings referenced herein.

5. **Regional PRP and the Annual PRP Report Preparation.** The Regional PRP including revisions, amendments, and updates as requested by the Governing Body for submission to DEP shall be prepared by the designated engineer or other authorized entity. In addition, the designated engineer or other authorized entity shall prepare the Annual PRP Report which shall be distributed to each Participant for use as an attachment to each Participant's Annual MS4 Report due DEP for each Participant that holds a MS4 Permit. Contents of the Annual PRP Report shall follow the guidelines established by DEP and shall generally include reporting load reductions achieved by the Consortium during the reporting period. The designated engineer or other authorized entity shall distribute the Annual PRP Report to each Participant on or before the date of the Annual Meeting but in no case later than August 15 with the understanding that each Participant's Annual MS4 Report are due to DEP on or before September 30 of each calendar year during the five (5) year term of each Participant's MS4 Permit. The Annual PRP Report shall be prepared in calendar years 2019, 2020, 2021, 2022 and 2023. Compensation to the designated engineer or other authorized

entity for preparation of the Regional PRP and each of the five (5) Annual PRP Reports shall be by agreement to be determined by the parties at a later date.

6. **Authority of Governing Body.** Except as otherwise provided herein, the implementation of the Regional PRP pursuant to this Agreement shall be managed and governed by the Governing Body. In addition to the duties and authority referenced elsewhere in this Agreement, the Governing Body shall take on such functions, powers and responsibilities set forth below:

a. Authorize payment of submitted invoices. All procurement rules applicable to the participating Municipality shall be applicable to the BMP Projects undertaken pursuant to this Agreement.

b. Ensure funded BMP Projects are constructed as approved and that payments for the work are within the approved scope of each Project..

c. Solicit suggested revisions to the BMP Project List and Annual Action Plan from all Governing Body members and Participant jurisdictions at least 90 days prior to the Annual Meeting.

d. Propose a complete BMP Project list for the Annual Action Plan to Participants at the Annual Meeting.

e. Initiate review of the Regional PRP, at least once per year, at the Annual Meeting.

f. Administer this Agreement, as necessary, throughout Agreement term.

g. Convene and appoint persons to serve on any Subcommittee deemed necessary by the Governing Body to fulfill the obligations, actions and activities required in this Agreement.

h. The Governing Body shall follow all laws applicable to the Participants,

including, but not limited to, the Sunshine Act, the Right-to-Know Law and the Public Official and Employees Ethics Act, and any and all other applicable laws. All actions of the Governing Body shall be approved by a majority vote of its total voting members in attendance (including those participating electronically or telephonically).

7. **Implementation of Agreement.**

a. Operation and Maintenance of BMP Projects. The long-term and ongoing operation and maintenance of BMP Projects and the funding of the same will be the responsibility of the Consortium. The Consortium may make arrangements internally for the performance of these operation and maintenance duties or contractually transfer these duties to qualified third parties. The details related to the operation and maintenance of BMP Projects will be addressed in a separate agreement and on a project-by-project basis.

b. If a BMP Project, not sponsored by the Consortium, is to be implemented, such Project shall be subject to terms and conditions approved by the Governing Body and Administrator. The Governing Body and Administrator will seek to develop a form of agreement to be used in such instances.

c. 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 or the Federal Government in any way related to the Regional Plan, the Annual Action Plan or implementation actions and activities undertaken pursuant to this Agreement and the relevant Participant permit requirements, the Governing Body shall meet to discuss the enforcement action, whether any one or more Parties are responsible for the alleged violation(s), and determine what the Consortium's response action(s)

shall be. Where the Administrator or the Governing Body become aware of a potential compliance issue or question, the Administrator shall send written notice to all Participants within three (3) business days, which notice shall include any and all correspondence (including hard, electronic, or telephone call notes/summary) from or with a regulatory entity (including, but not limited to, the Lebanon County Conservation District, DEP, the United States Environmental Protection Agency, and United States Fish and Wildlife Service). The Governing Body shall convene a special meeting in accordance with applicable law, and within ten (10) calendar days of issuance of the notice referenced herein. Under this provision, where a Quorum is present and by majority vote of those present, the Governing Body may unilaterally terminate the Agreement as to any Participant. Where this occurs, the terminated Participant(s)' contribution(s) to date shall be retained by the Parties in the Consortium Account and is thereby forfeited by the terminated Participant(s).

8. **Financing.**

a. Contributions by Participants

(i) Annual Contribution. Each Participant shall provide annual funding to the Consortium pursuant to this Agreement in the amounts set forth in the Cost Sharing Summary ("Initial and Annual Contribution"), which is attached hereto as Attachment "B" and incorporated by reference herein. Annual Contributions shall be made by each Participant jurisdiction on an annual basis, as set forth herein, through the Term (as defined below) of this Agreement.

(ii) Initial Contribution. Each Participant shall provide an initial funding contribution to the Consortium to cover expenses incurred by the Consortium for the preparation of the Regional PRP, the amounts of which are due

from each Participant be provided and set forth in a cost sharing summary to be determined by the parties at a later date.

(iii) Contribution Formula. The Parties have agreed that the Annual Contributions from each Participant jurisdiction have been and shall be calculated as follows:

A. = Miles of Impaired Streams in Participant Urbanized Area x $33,621.3563 per mile*

B. = 2010 Population per U.S. Census in Participant Urbanized Area x $26.3217927 per person*

C. = Acres of Impervious Coverage in Participant Urbanized Area x $814.783431 per acre*

* round result to a whole number; no decimals

Total Contribution Over Five Years = A + B + C
Annual Contribution = (A + B + C) / 5[1]

[1] Miles of Impaired Stream in Participant Urbanized Area = 20% of contribution ($1,000,000/ total miles of Impaired streams (29.743) = cost/ mile)

Population in Participant Urbanized Area = 30% of contribution
$1,500,000 / total population (56,987) = cost/ person)

Impervious Coverage (by acre) in Participant Urbanized Area = 50% of contribution
$2,500,000 / total impervious cover (3,068.3) = cost/acre)

(Cost/ mile x miles of impaired streams in PUA) + (Cost/ person x population in PUA) + (Cost/acre x acres of impervious cover in PUA) = Participant Jurisdiction Total Contribution over five (5) years

This formula shall not be changed or revised through the Term (as defined below) of this Agreement except as desired to accommodate additional participants.

(iv) Invoicing and Payment. Participants shall be invoiced by the Administrator and the Participants' respective contributions shall be due as follows:

(a) Initial Contribution. An Initial Contribution shall be made by Participants to cover expenses incurred by the Consortium for the preparation of the Regional PRP. Participants shall be invoiced by the Administrator no later than 30 days after the execution of this Agreement, and the Participant's respective contribution shall be due on or before 30 days after receipt of the invoice.

(b) Annual Contributions. Commencing in 2017, Participants shall be invoiced by the Administrator no later than November 15 of each calendar year, and Participant's respective contributions shall be due on or before February 28 of the following calendar year. Annual contributions shall be made by Participants over a five (5) year period with the last payment due on or before February 28, 2022.

(v) Non-Appropriation. Failure to budget and timely pay the contribution invoice issued by the Administrator shall result in:

(a) retention of Annual Contribution funds paid to date by the violating Participant jurisdiction by the Administrator and the Consortium;

(b) if any BMP Project located in the violating

Participant jurisdiction was approved for funding by the Consortium, those funds may be reallocated to other BMP Projects by the Consortium by revision to the Annual Action Plan and/or the Regional PRP at the next Annual Meeting.

(c) the Administrator and the Consortium taking legal action to seek payment of the contribution invoice. The Administrator and Consortium shall enforce this Agreement, and the payment of any funds requested, whether a violating participant fails to comply with Paragraph 8.a.(iv) or any other provision of this Agreement. In addition to the Administrator and the Consortium seeking payment of the contribution invoice, they shall also be authorized to sue for payment of administrative costs, engineering fees and costs, attorneys' fees, court costs and any other costs, fees or payments, notwithstanding Paragraph 19 of this Agreement, that may be incurred as a result of the violating participant not complying with this Agreement.

(vi). Subsequent Participants (i.e. "opt in"). At any time after the Effective Date and execution of this Agreement, any local government

jurisdiction situated within Lebanon County may elect to opt in/execute this Agreement upon approval by the Governing Body at the next Annual Meeting by a majority vote of the Participants where a Quorum is present. If approved by the Governing Body, new Participant shall:

(a) contribute an Annual Contribution, which shall also include the Initial Contribution, as calculated by the Administrator and approved by the Governing Body, which amount shall be the total of: application of the Contribution Formula to the jurisdiction for the full five-year term, divided by the number of years left on the Term of this Agreement. (For example, if a municipality would have owed $500 (Initial + Annual Contributions) over the Term of the Agreement based upon application of the Contribution Formula, and it opts in for the last 2 years of the Term, the municipality shall owe $250/year as its Initial plus Annual Contribution in years 4 and 5 of the Term.) The Participants reserve the right to charge a "Plan Revision Fee" to Participants that opt in, equal to and based upon administrative costs and expenses arising from the requested action;

(b) make its Annual Contribution payment in accordance with this Agreement within thirty (30) calendar days of being approved to participate by the Governing Body; and

(c) The Administrator after receiving such Annual Contribution shall evaluate the impact made to the Regional PRP, the Annual Action Plan and any other documents and considerations caused by the addition of new opt in Participant, and shall make recommendations to revise as deemed appropriate by Administrator to the Governing Body for review. Such

recommendations may include but not necessarily limited to adding new BMP Projects or reprioritizing existing BMP Projects, making adjustments to future Annual Contributions by Participants or other items of benefit to the Consortium.

(vii) Consortium Account. A separate Regional PRP bank account (the "Consortium Account") shall be established by the Administrator for the deposit of the Participants' Initial and Annual Contributions and the funds therein shall be used solely for compensation of eligible administrative costs and expenses as set forth herein, compensation for preparation of the Regional PRP including revisions, amendments and updates, and preparation of Annual PRP Reports; and the implementation of BMP Projects identified in the Regional PRP. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Administrator, with oversight and at the direction of the Governing Body. Such use of funds shall be for aspects of BMP Project implementation, as approved by the Governing Body at the Annual Meeting. The Administrator shall be compensated for its administrative role according to the terms of the Agreement to be determined at a later date between the Lebanon County Stormwater Consortium and the Administrator..

(viii) Segregated Funds. All Parties agree that the Annual Contribution funds in the Consortium Account shall be kept separate and apart from any and all other funds that may be acquired or utilized by the Administrator and/or the Consortium, including, but not limited to, grant, loan, or donated funds. Grant, loan or donated funds shall be placed in separate Consortium accounts (each an "Additional Account"). It is the obligation of the Administrator to maintain these

funds and Additional Accounts separately, and to account for and report use of these funds to the Governing Body.

(ix) Administrator Reimbursement. The Administrator shall be reimbursed for invoiced costs and expenses, in accordance with Section 3.e. and upon approval of invoices for payment by the Governing Body. The Administrator shall not be reimbursed for attorney or legal fees, unless incurred (1) with pre-authorization of such engagement and expense by the Governing Body; (2) on behalf of the Consortium's implementation of the Regional PRP and this Agreement; and (3) at the direction of the Governing Body. The Administrator shall not seek nor obtain reimbursement for actions, activities or costs that are otherwise paid for by grant, loan or other sources of money.

b. Grants

(i) Any grants or donations received by the Administrator or the Consortium to implement stormwater BMP Projects included in the Regional Plan can reduce the Participants' Annual Contributions. The amount of the reduction shall be based upon the same percentage (rounded to seven decimal digits) as was used in determining the Contribution Amount set forth in Attachment "B" including any subsequent addendum necessitated by addition or reduction in the number of Participants. Such refund shall be credited towards future Annual Contributions spread evenly over the number of Annual Contributions remaining during the term of the Agreement.

(ii) The Administrator shall apply or cause to apply for grants as directed by the Governing Body, and undertake any and all actions necessary to obtain them.

(iii) Upon receipt of such a Grant, the Administrator shall administer the

Grant.

c. Donations

1. To the extent that donations to the Consortium can be obtained from any source, they shall be deposited into an Additional Account.

2. Such donations to the Consortium shall be utilized to fund BMP Projects identified in the Regional PRP.

d. Payment Procedures for Funded BMP Projects

Each BMP Project that the Governing Body agrees to fund shall be assigned a Project Number and a Request for Payment form shall be prepared by the Administrator.

9. Effective Date.

a. The Effective Date of this Agreement shall be March 1, 2017, although it is recognized that all Participants may not have executed this Agreement and passed an ordinance authorizing the Agreement pursuant to 53 Pa.C.S. § 2303 (an "Authorizing Ordinance") as of that date. It is the intent of the Parties that their cooperative efforts, including the conduct of meetings authorized or required by this Agreement, shall commence as of March 1, 2017, regardless of when each Participant executes the Agreement or passes an Authorizing Ordinance.

b. This Agreement shall become effective *as to each Party* upon execution and, where applicable, adoption of an Authorizing Ordinance.

10. Term.

a. The Agreement shall be perpetual.

11. End of Permit cycle and Wind-Up. At the end of the initial permit cycle, any unbudgeted funds remaining in the Consortium Account shall be returned to those Participants who

are part of the Consortium based upon the same percentage (rounded to seven decimal digits) as was used in determining the Contribution Amount set forth in Attachment "B", including any subsequent addendum necessitated by addition or reduction in the number of Participants (as reflected at the end of the permit cycle). Such funds shall be disbursed to the Participants remaining at the end of the permit cycle no more than thirty (30) days after the end of the permit cycle.

By way of example, if there is a $250,000.00 balance of unbudgeted funds in the Consortium account at the end of the permit cycle, using the initial cost sharing summary, North Lebanon Township's share would be 21.2801174% of the remaining, unbudgeted funds balance or $53,200.29. North Cornwall Township's share would be 16.1660397% or $40,415.10. These percentages would be used to allocate the refund of any remaining, unbudgeted funds at the end of the permit cycle.

Additional details and provisions governing termination will be set forth in a separate agreement.

12. 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 Lebanon County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

13. 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.

14. 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 Participant jurisdiction, and as required by any applicable law of the Commonwealth.

15. 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.

16. 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.

17. 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.

18. 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.

19. Fees and costs. The Parties agree to bear their own fees and costs in connection with or incurred related to the matters between them, and relating to this Agreement.

20. Signatures. The Parties 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 Parties hereto have caused this Intergovernmental Cooperation Agreement for the Implementation of the Lebanon Area Regional Pollutant Reduction Plan to be executed and effective on March 1, 2017.

ATTEST:

BY: _____
Secretary

Nicholas T. Yingst, Secretary
Print Name and Title

ANNVILLE TOWNSHIP BOARD OF COMMISSIONERS

BY: _____
President

Rex A. Moore, President
Print Name and Title

Signature Date: July 3, 2017

Participation authorized by Ordinance Number 657, passed at a meeting of the governing body on July 3, 2017.

ATTEST:

CITY OF LEBANON

BY: Cheryl J. Gibson
(Assistant) Secretary

BY: S Capello
(Vice) Chairman

Cheryl J. Gibson, City Clerk
Print Name and Title

Sherry L. Capello, Mayor
Print Name and Title

Signature Date: August 28, 2017

Participation authorized by Ordinance Number 19, passed at a meeting of the governing body on August 28, 2017.

ATTEST:

CLEONA BOROUGH AUTHORITY

BY: Sue E. Bowman
(Assistant) Secretary

BY: Brian D. Hoffman
(Vice) Chairman

Sue E. Bowman, Sec'y
Print Name and Title

BRIAN D. HOFFMAN, CHAIRMAN
Print Name and Title

Signature Date: July 5th, 2017

Participation authorized by Resolution Number 2017-02, passed at a meeting of the governing body on July 5th, 2017.

ATTEST:

BY: _____
(Assistant) Secretary

THOMAS J. CONY
Print Name and Title

NORTH CORNWALL TOWNSHIP

BY: _____
~~(Vice)~~ Chairman

MICHAEL WARTMANN, Chairman
Print Name and Title

Signature Date: July 18, 2017

Participation authorized by Ordinance Number 299, passed at a meeting of the governing body on July 18, 2017.

ATTEST:

BY: Cheri F. Grumbine
(Assistant) Secretary

Cheri F. Grumbine, Manager
Print Name and Title

NORTH LEBANON TOWNSHIP

BY: _____
Chairman

Richard E. Miller, Chairman
Print Name and Title

Signature Date: July 17, 2017

Participation authorized by Ordinance Number 5-2017, passed at a meeting of the governing body on July 17, 2017.

ATTEST:

BY: _____
(Assistant) Secretary

Jamie D. Yiengst, Assistant Sec.
Print Name and Title

SOUTH LEBANON TOWNSHIP

BY: _____
(Vice) Chairman

David M. Eggert, Chairman
Print Name and Title

Signature Date: July 25, 2017

Participation authorized by Ordinance Number 357, passed at a meeting of the governing body on July 25, 2017.

ATTACHMENT "A"

LIST OF PARTICIPANTS

Annville Township

City of Lebanon

Cleona Borough Authority

North Cornwall Township

North Lebanon Township

South Lebanon Township

ATTACHMENT "B"

COST SHARING SCHEDULE

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Cost Sharing Schedule for the Lebanon County Stormwater Consortium

Last Revised June 28, 2017

Municipality	Total UA (acres)	Impervious area in UA (acres)	Total Population	Population in UA	Miles of Impaired Streams in UA	Percentage of Cost[1]	Total Capital Cost + 10% Working Fund	Individual Cost (rounded to the nearest dollar)	Individual Cost per Year (5-Year Timeframe)
The City of Lebanon	2,668.8	998.4	25,477	25,477	7.29	34.5835955%	$ 5,000,000.00	$ 1,729,180	$ 345,836.00
North Lebanon Twp.	4,793.6	652.8	11,429	9,333	8.52	21.2801174%	$ 5,000,000.00	$ 1,064,006	$ 212,801.20
South Lebanon Twp.	4,870.4	620.8	9,463	8,542	4.22	17.4508086%	$ 5,000,000.00	$ 872,540	$ 174,508.00
North Cornwall Twp.	3,001.6	460.8	7,553	6,788	7.56	16.1660397%	$ 5,000,000.00	$ 808,302	$ 161,660.40
Cleona Borough Authority	554.90	87.30	2,080	2,080	0.383	2.7751380%	$ 5,000,000.00	$ 138,757	$ 27,751.40
Annville Twp.	979.90	248.2	4,767	4,767	1.77	7.7443007%	$ 5,000,000.00	$ 387,215	$ 77,443.00
TOTAL	**16,869.2**	**3,068.3**	**60,769**	**56,987**	**29.74**	**100.0%**		**$ 5,000,000.00**	**$ 1,000,000.00**

[1]The cost percentage for each municipality was calculated using the formula contained in York County's Regional Pollutant Reduction Plan, as follows:

Percentage of cost = 0.2 x percent of total miles of impaired streams + 0.3 x percent of total poplulation in UA + 0.5 x percent of total impervious area in UA

The cost formula may be modified as the participating municipalities see fit.