

STORMWATER MEMORANDUM OF UNDERSTANDING

THIS STORMWATER MEMORANDUM OF UNDERSTANDING is entered into by and between UPPER MERION TOWNSHIP (“Township”) and the UPPER MERION SANITARY AND STORMWATER AUTHORITY (“Authority”) on this _____ day of _____, 2021.

WHEREAS, the Township is a township of the second class under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Authority is a municipal authority created under the Pennsylvania Municipality Authorities Act of 1945, as amended; and

WHEREAS, in 2017, the Authority amended its Articles of Incorporation, which amendment was approved by the Township, to add stormwater-related activities to its powers consistent with the Municipality Authorities Act; and

WHEREAS, the Township has an existing PAG-13 NPDES Permit, which is a General Permit issued by the Pennsylvania Department of Environmental Protection (“PADEP”) for stormwater discharges from small municipal separate storm sewer systems (“MS4s”); and

WHEREAS, coverage under the aforementioned PAG-13 NPDES Permit commenced on March 16, 2018 and requires that the Township achieve certain sediment pollutant loading reductions by January 22, 2024; and

WHEREAS, the Township owns and maintains the stormwater collection and conveyance systems within the Township, and is responsible for the management of such infrastructure, the extent of which has been identified on an MS4 map submitted to PADEP; and

WHEREAS, the Township also owns and maintains swales and ditches within public rights-of-way within the Township, and across dedicated easements on private property that convey stormwater runoff into the MS4 or to surface water; and

WHEREAS, this network of storm sewers, swales, and ditches owned and maintained by the Township receives stormwater discharges from private and public properties within the Township, as well as from public rights-of-way; and

WHEREAS, this network of storm sewers, swales, and ditches also receives flows from drainage areas flowing into the Township from areas outside of the Township, which flows eventually discharge to local streams or the Schuylkill River; and

WHEREAS, the Township currently pays for all stormwater-related responsibilities and obligations, including compliance with its MS4 Permit, through its general fund; and

WHEREAS, the Authority is in the process of conducting, through consultants, stormwater studies to address various stormwater issues within the Township, including the possible development of a stormwater fee to pay for certain stormwater-related activities in the Township.

NOW, THEREFORE, the Township and the Authority desire to clarify the responsibilities of each entity with respect to stormwater-related activities within the Township.

1. The Township shall plan, perform, and fund the operation and maintenance of Township-owned and/or maintained infrastructure, including its stormwater collection and conveyance systems, and conduct the following activities:

(a) Regulatory and compliance activities related to the Township's MS4 Permit, including, but not limited to, the six Minimum Control Measures (MCMs) of the MS4 Permit;

(b) Compliance activities related to the implementation of the Township's Pollutant Reduction Plan (PRP);

(c) Stormwater collection, conveyance, and management network inspection, including all applicable infrastructure;

(d) Stormwater collection, conveyance, and management network maintenance, including all applicable infrastructure;

(e) Emergency repairs to the publicly-owned stormwater collection, conveyance, and management network, including all applicable infrastructure;

(f) Land development application plan review;

(g) Construction and post-construction site inspections;

(h) Response to requests from property owners regarding stormwater flows;

(i) Street sweeping and residential leaf collection;

(j) Clean up and related activities in response to storm events;

(k) Acquisition and maintenance of vehicles and equipment necessary to perform the above activities.

2. As noted hereinabove, the Authority is planning to develop a stormwater fee, which fee is intended to, in part, pay for certain capital projects in the Township-wide Stormwater Plan, last updated in 2019. In so doing, the Authority will conduct the following activities:

(a) Select projects from the Township-wide Stormwater Plan to include in the Authority's Three-Year Capital Improvement Plan.

(b) Appropriate funds from the Account established in connection with a stormwater fee, for implementation of the Authority's Three-Year Capital Improvement Plan.

(c) Design and implement the selected capital projects identified in the Authority's Three-Year Capital Improvement Plan.

(i) Projects related to the emergency repair of the stormwater collection, conveyance, or management network, including all applicable infrastructure, will remain the responsibility of the Township;

(ii) UMSSA shall be responsible only for those projects identified in the Authority's Three-Year Capital Improvement Plan.

(d) Dedicate each capital project completed by UMSSA to the Township and, upon dedication, the Township shall be responsible for the long-term operation and maintenance of such projects.

(e) In coordination with the Township, perform periodic updates to the list of projects and priorities included in the Township-wide Stormwater Plan. Projects may include:

(i) Flood mitigation projects;

(ii) Projects identified in the Township's PRP; and

(iii) Projects to address defined upgrades to sections of the Township's stormwater collection and conveyance network.

(f) Annually review resources necessary to implement the Authority's Three-Year Capital Improvement Plan and the priorities of the Township-wide Stormwater Plan, and adjust, if applicable, any stormwater user fee.

(g) Coordinate, with the Township, the scope, site access, design, and permitting for each individual capital project selected by UMSSA for implementation.

(h) Coordinate, with the Township, capital project bidding and construction, including project ownership during the construction period.

(i) Develop, with the Township, an operation and maintenance plan for each completed capital project.

(j) Reimburse the Township (Finance) for staff time necessary to manage the stormwater user fee bill database.

(k) Reimburse the Township (Finance) for staff time necessary to coordinate the printing and distribution of stormwater user fee bills.

(l) Reimburse the Township (Finance) for staff time necessary to receive and track stormwater user fee payments and manage a Stormwater User Fee Account.

(m) Reimburse the Township for software and maintenance of stormwater collection fees.

(n) Quarterly communicate UMSSA's stormwater activities to the Township Board of Supervisors.

(o) Perform an annual update of the Authority's Three-Year Capital Improvement Plan in coordination with the Township Board of Supervisors and staff.

3. Notwithstanding the above, there may be activities with respect to stormwater that will be conducted or implemented jointly by the Township and Authority, including, but not limited to the following:

(a) Certain studies relating to stormwater within the Township or stormwater impacts on the Township, which are not set forth above, and which both the Township and Authority deem necessary to address stormwater issues contemplated under this Stormwater Memorandum of Understanding.

(b) Application for grants or other economic assistance may be prepared and submitted to the appropriate funding source by either the Township or Authority, with prior written notice to the non-submitting entity.

4. Any actions or activities related to stormwater which are not listed in paragraphs 1, 2 and 3 above, and which both the Township and Authority agree need to be implemented or undertaken, shall be discussed jointly by the Township and Authority, and delegated to the proper entity for subsequent action.

5. This Stormwater Memorandum of Understanding shall be reviewed every two (2) years by both the Township and Authority, with any proposed changes provided in writing to the other entity. The Township and Authority shall meet after the exchange of the aforementioned proposed changes, and discuss whether any amendments to the Stormwater Memorandum of Understanding are appropriate.