

## AMENDMENT

TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT  
KNOWN AS THE “LANCASTER INTER-MUNICIPAL COMMITTEE AGREEMENT”  
DATED SEPTEMBER 13, 1995

September 12, 2012

### SECTION 1. SUMMARY

1. This amendment shall be known as the “Outfall Mapping Program Amendment.”
2. Intergovernmental cooperation is authorized by establishing membership in a council of governments pursuant to the requirements of Pennsylvania Consolidated Statutes, Title 53, Sections 2301 through 2315, commonly known and referred to as Act 180, as amended, of the Commonwealth of Pennsylvania; and subsequent revisions commonly known as Act 177 of 1996 and Act 13 of 2001 and referred to as the Intergovernmental Cooperation Law.
3. The LIMC was reorganized under the Intergovernmental Cooperation Law as a council of governments and established membership by the adoption of the Lancaster Inter-Municipal Committee Agreement (hereinafter referred to as The LIMC Agreement) dated September 13, 1995 (and commonly referred to as an Act 180 Agreement or Act 177 Agreement) with a purpose of establishing amicable pursuit of solutions. The LIMC Agreement was adopted by local government units commonly referred to as member municipalities via the adoption of the following ordinances:
  - a. East Hempfield Township Ordinance No. 095-04
  - b. East Lampeter Township Ordinance 1995 - #178
  - c. East Petersburg Borough Ordinance 1995-194
  - d. Lancaster Township Ordinance No. 1995-08
  - e. Manheim Township Ordinance 1995-13
  - f. Manor Township Ordinance #7 - 95
  - g. Borough of Millersville Ordinance 1995-9
  - h. Mountville Borough Ordinance #204
  - i. Pequea Township Ordinance 98-1995
    - i. Pequea Township withdrew membership per Section 5 of Article III of The LIMC Agreement, and therefore is no longer defined as a member municipality.
  - j. Township of West Hempfield Ordinance No. 5-95
  - k. Township of West Lampeter Ordinance 1995 - No. 137
  - l. City of Lancaster Administration Ordinance No. 1-1997
  - m. Borough of Columbia Ordinance No. 753
4. A purpose of The LIMC Agreement is the member municipalities, through participation in the LIMC, can resolve or address certain situations and problems by several municipalities acting jointly. This amendment provides specific authorization and guidelines for participation by

member municipalities in cooperative and/or joint programs with other member municipalities, and as previously authorized by The LIMC Agreement, to address the following items:

- a. Completion of an outfall map as further described and required by Minimum Control Measure No. 3 of a Municipal Separate Storm Sewer System (MS4) Permit issued under regulations outlined in the National Pollutant Discharge Elimination System (NPDES) and outlined in Title 40 of the Federal Code of Regulations (40 CFR), along with the possible mapping of the entire municipal storm sewer and storm water conveyance system based on individual municipal needs and priorities.
  - b. Completion of a reconnaissance report after field review of outfalls as further described and required by Minimum Control Measure No. 3 of an MS4 Permit issued under regulations outlined in the NPDES.
  - c. Additional outfall monitoring activities as deemed appropriate and/or necessary by the Committee-of-the-Whole or participating municipalities.
5. This amendment, unless specifically indicated as such, does not change or modify any language in The LIMC Agreement.

## **SECTION 2. CONDITIONS**

1. Through an established and recognized partnership between the LIMC and Millersville University of Pennsylvania (hereinafter referred to as MU) a program, as further described in this amendment, was identified and developed. Implementation of the program is dependent on the acceptance of this amendment and execution of a Memorandum of Understanding (MOU) between the LIMC, MU, and a member municipality.
2. This amendment has no effective date of termination or a defined duration. Termination of The LIMC Agreement by all member municipalities listed in Section 1, sub-section 3, items a through m will effectively terminate this amendment to The LIMC Agreement. The member municipalities may terminate this amendment, or render the amendment obsolete by majority vote, and as outlined in The LIMC Agreement in Article VII.
3. This amendment provides general authorization of intergovernmental cooperation relating to items outlined in Section 1, sub-section 4 and as allowed in the Intergovernmental Cooperation Law. Specific programs and initiatives involving two or more member municipalities may require execution of simple agreements, such as an MOU. The Outfall Mapping Program will require the execution of an MOU as outlined in sub-section 1 of this section. The MOU will include the following:
  - a. A description of the Outfall Mapping Program.
  - b. Durations of known activities relative to the Outfall Mapping Program.
  - c. The manner and extent of financing the program.
  - d. Extent of outfalls or similar items to be mapped.
  - e. The organizational structure necessary to implement the program.
  - f. If applicable, the manner in which property (real or personal) shall be acquired, licensed, or disposed of.
  - g. If applicable, the entity empowered to enter into contracts; including but not limited to contracts for group insurance benefits, general liability insurance, and performance contracts (if applicable).
  - h. Emergency contact information.
  - i. Reference to The LIMC Agreement and the Outfall Mapping Program Amendment.

4. Specific programs or activities require the participation of two or more member municipalities. Specific programs or activities do not require participation by all member municipalities. Specific programs or activities can include participation by other local government units as approved by the LIMC.
5. Oversight of the Outfall Mapping Program will be provided by the Natural Resource Protection Division (NRPD). The program will be governed by NRPD guidelines as outlined in the “Natural Resource Protection Division Amendment” including funds and funding.

### **SECTION 3. PROGRAM DESCRIPTION**

1. The LIMC will provide oversight and administration of the Outfall Mapping Program. MU will complete operational protocols. A participating municipality will receive the appropriate information and documentation. It is inherently understood the final components of an individual participating municipality’s program may vary, and is dependent on the actual needs and goals of the participating municipality.
2. Participating municipalities will provide copies of all current outfall, storm sewer, and storm water conveyance system information and maps to the LIMC for establishment and use of guidance field maps by MU intern teams.
3. Through the GIS lab of MU, intern teams will collect field data via hand-held GPS units of outfall locations in participating municipalities.
  - a. Data will be organized and processed at the MU Department of Geography’s GIS Lab. Copies of all data will be provided to the County of Lancaster’s GIS Lab, participating municipality, the LIMC, and any entity the participating municipality may so choose.
  - b. Maps will be produced representing, but not limited to individual municipalities, watersheds, LIMC region, and sub-regions.
4. The intern teams will collect photographs of outfalls with collected GPS data.
5. The intern teams will complete a reconnaissance report, as required by Minimum Control Measure No. 3 for all outfalls encountered for participating municipalities.
  - a. Field sampling and lab testing as applicable will be conducted by intern teams for encountered wet weather and dry weather flows observed.
  - b. For any encountered illicit or polluted discharges, the participating municipality will be notified within twenty-four hours.
  - c. All reconnaissance reports will be provided to the participating municipality for inclusion into the documentation tracking section of corresponding Stormwater Management Programs (SWMPs).
6. Intern teams will continue collection of field data via hand-held GPS units of the participating municipality’s storm sewer and storm water conveyance system.
  - a. Data for the storm sewer and storm water conveyance system will be organized into separate data collection points to allow separate and distinct GIS layers on maps.
7. Intern positions are unpaid positions. However, a stipend program will be pursued for possible stipend awards to participating interns.

#### **SECTION 4. FUNDS AND FUNDING**

1. Funding for general LIMC coordination and oversight is currently included in annual municipal contributions, and as outlined in the Program Plan. Additional funding options may be reviewed from time-to-time as deemed necessary.
2. Internships are currently labeled as “unpaid positions.” However, through LIMC coordination and oversight, a stipend program will be developed. This statement does not indicate a stipend will be provided, it only indicates a program will be developed with a goal of providing a stipend to interns.
3. Identification of materials deemed the responsibility of the LIMC through the MOU may be secured through existing funds or alternative funding sources including, but not limited to grants and loans unless a participating municipality agrees to contribute funds for such identified materials.
4. A municipality agrees it will provide additional funds for any additional responsibilities or functions not referenced in this amendment that it requests to be performed or provided.
5. Funds associated with Outfall Mapping Program will be accounted for in the Natural Resource Protection Division Fund.

#### **SECTION 5. LIMITATIONS AND CONSIDERATIONS**

1. A municipality will become a participating municipality through the execution of the MOU between the municipality, the LIMC, and MU.
  - a. Eligible municipalities are all the current member municipalities of the LIMC with an executed ordinance accepting The LIMC Agreement.
2. Review and acceptance of this amendment will be deemed as “major action” as defined in The LIMC Agreement.
3. This amendment will be deemed effective and an amendment to The LIMC Agreement upon adoption at a regular monthly meeting of the LIMC.
4. Upon adoption, this amendment becomes a part of The LIMC Agreement and attached to the adopted ordinances of the current member municipalities as listed in Section 1, sub-section 3 and made a part thereof. A member municipality may determine, by majority vote of the governing body of the individual member municipality, not to accept or recognize this amendment if approved by the LIMC. Such action does not negate the adoption of the amendment by other member municipalities.
  - a. If a member municipality does not accept or recognize this amendment, participation in programs or activities as outlined and/or defined in this amendment is restricted as deemed appropriate by the Committee-of-the-Whole.
5. Existing intergovernmental cooperation agreements may be incorporated into this amendment as deemed appropriate or necessary by the member municipalities in a multi-municipal program or activity, and as approved by the Committee-of-the-Whole and allowed by the Intergovernmental Cooperation Law.
6. Field operations conducted by MU are limited to conventional educational semesters and interns applying and accepted into the program.
7. As the coordinating organization, an order of precedence and schedule will be established by the LIMC for locations of field operations by intern teams.

DULY PRESENTED AND ADOPTED by the Lancaster Inter-Municipal Committee—City of Lancaster; Boroughs of Columbia, East Petersburg, Millersville, and Mountville; and the Townships of East Hempfield, East Lampeter, Lancaster, Manheim, Manor, West Hempfield, and West Lampeter—at its monthly regular meeting held the twelfth day of September, 2012.

**Lancaster Inter-Municipal Committee**  
Lancaster County, Pennsylvania

Attest: \_\_\_\_\_  
Kent Gardner, Secretary

By: \_\_\_\_\_  
Kathy Wasong, Chair