

**BROUGH OF SOUTH GREENSBURG**  
**ORDINANCE NO. 2020- 1**

**APPROVING THE INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE GREATER GREENSBURG SEWAGE AUTHORITY, THE  
BOROUGH OF SOUTH GREENSBURG, THE CITY OF GREENSBURG AND THE  
BOROUGH OF SOUTHWEST GREENSBURG**

WHEREAS, Council has determined that in the interests of the public health, safety and welfare it is necessary to enter into an intergovernmental cooperation agreement pursuant to 53 Pa.C.S.A. §2303, for operation and maintenance of the municipal stormwater sewer system servicing the municipality.

NOW, THEREFORE, be it enacted and ordained by the Council of the Borough of South Greensburg, and the Borough of South Greensburg hereby ordains as follows:


SECTION 1. The Borough of South Greensburg hereby approve, adopts, and authorizes the Mayor's execution of the Intergovernmental Cooperation Agreement Pursuant to 53 Pa.C.S.A. §2303, attached hereto, marked as Exhibit A, and incorporated by reference herein.

SECTION 2: Pursuant to 53 Pa.C.S.A. §2307, the agreement provides:

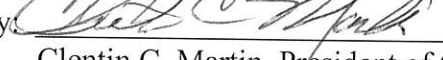
- a. The Greater Greensburg Sewage Authority shall perform all maintenance and shall operate the municipal stormwater sewage system that services the Greensburg area. The constituent municipalities shall conduct educational and public outreach activities.
- b. The agreement has no end date and is indefinite in duration.
- c. The purpose of the agreement is to allow for the Greater Greensburg Sewage Authority to continue to operate the municipal stormwater sewage system.
- d. No financing is anticipated. Should funds be necessary to implement the agreement, the Greater Greensburg Sewage Authority is authorized to charge rates for usage of the system.
- e. The Greater Greensburg Sewage Authority shall perform all maintenance and operation activities and the constituent municipalities shall perform public outreach activities.
- f. The Greater Greensburg Sewage Authority will manage all property.
- g. The Greater Greensburg Sewage Authority shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees

**ORDAINED AND ENACTED** into an Ordinance of the Borough of South Greensburg this 6<sup>th</sup> day of January, 2020, by the Council for the Borough of South Greensburg.

**ATTEST:**

By:   
Jaime Peticca, Secretary

**BOROUGH OF SOUTH GREENSBURG**

By:   
Clentin C. Martin, President of Council

**READ AND APPROVED** by me this 6<sup>th</sup> day of January, 2020.

By:   
Kevin Fajt, Mayor

# Exhibit A.

## **INTERGOVERNMENTAL COOPERATION AGREEMENT PURSUANT TO 53 PA.C.S.A. §2303**

THIS AGREEMENT, entered into the 6<sup>th</sup> day of Jan, 2019, between and among the **CITY OF GREENSBURG**, Westmoreland County, Pennsylvania, (hereafter referred to as "City") and **SOUTH GREENSBURG BOROUGH**, Westmoreland County, Pennsylvania, (hereafter referred to as "SG") and **SOUTHWEST GREENSBURG BOROUGH**, Westmoreland County, Pennsylvania, (hereafter referred to as "SWG") and the **GREATER GREENSBURG SEWAGE AUTHORITY**, (hereafter referred to as "GGSA");

WHEREBY, the parties hereto, intending to be legally bound hereby agree as follows:

1. All parties agree to approve and sign a Notice of Intent to be submitted to the Pennsylvania Department of Environmental Protection ("DEP"), to comply with all of the requirements directed by the DEP for the National Pollutant Discharge Elimination System (NPDES) Permit for a Small Municipal Separate Stormwater Sewer System, in which all parties to this Agreement are considered Co-Permittees.
2. All parties to this Agreement agree that they will work together to comply with the requirements of the NPDES Permit for the discharge of stormwater to waters of the Commonwealth.
3. City, SG and SWG each agree to develop, implement and maintain a written public education and outreach programs for their respective municipalities, which will include lists of target audience groups within the areas of the City, SG and SWG respective municipalities.

4. City, SG and SWG will publish a newsletter, pamphlet or flyer at least once a year and will make copies of the same available to the City, SG and SWG and GGSA for distribution to citizens.

5. GGSA will include general stormwater educational information on it's website.

6. GGSA will use two (2) methods annually to distribute stormwater educational materials. Said materials shall also be available to the general public at GGSA's office building.

7. City, SG and SWG will develop, implement and maintain a written public involvement and participation program for stormwater educational purposes and will provide public notice and opportunities for public review, input and feedback required by the NPDES Permit.

8. The City, SG and SWG will provide adequate public notice and opportunities for public review, input and feedback prior to the adoption of any Ordinance involving the discharge of stormwater into waters of the Commonwealth.

9. GGSA will develop and implement a written program for the detection, elimination and prevention of illicit discharges into the regulated MS4.

10. The City, SG and SWG will provide in their Ordinances that GGSA will have the power and authority to take whatever actions, civilly or criminally to punish violations of the Ordinances and/or to enjoin violations of the Ordinances.

11. GGSA will develop and maintain a GIS map of the MS4's outfalls and surface waters.

12. GGSA, with aid from the City, SG and SWG, will create GIS maps of the entire

stormwater collection facilities. These maps will be updated over the life of the permit.

13. GGSA shall conduct outfall field screening and attempt to identify and eliminate the source of any illicit discharges and attempt to remove or correct illicit discharges.

14. The City, SG and SWG will have available at their municipal offices the newsletter, pamphlets or flyers developed by City, SG and SWG for distribution to the public regarding the MS4 Project and the program to detect and eliminate illicit discharges.

15. The City, SG and SWG agree that they will not issue any building permit if a project within its boundaries requires a NPDES Permit for earth disturbance activities, unless and until the building permit applicant obtains a NPDES Permit and otherwise complies with all laws, rules and regulations concerning stormwater discharges.

16. The City, SG and SWG agree to notify the DEP and GGSA in writing within five (5) days of the receipt of an application for an Earth Disturbance Permit involving one (1) acre or more.

17. The City, SG and SWG will enact, implement and enforce an ordinance to require the implementation of erosion and sediment control, Best Management Practices as well as imposing sanctions for violations of the ordinances. GGSA will be authorized by the municipalities to conduct post construction enforcement action.

18. The City, SG and SWG will enact, implement and enforce ordinances to address post-construction stormwater run-off from new developments and redevelopment projects as well as providing sanctions and penalties for violation or non-compliance with said ordinances.

19. The City, SG and SWG will develop and implement measures to encourage and

expand the use of low impact development in new developments and redevelopment areas.

20. The City, SG and SWG will enact ordinances to ensure adequate operation and maintenance of all post-construction stormwater management installed at all development or redevelopment projects that disturb one (1) acre or more. GGSA will not assume ownership of these facilities without prior approval from GGSA. GGSA will be authorized by the municipalities to conduct post construction enforcement action.

21. Any future storm water or non-stormwater facilities or connections to GGSA existing facilities shall require GGSA approval.

22. The City, SG , SWG and GGSA will cooperate to identify and document all operations that are owned or operated by all parties that have the potential for generating stormwater run off to the regulated MS4.

23. All parties to this Agreement agree to develop, implement and maintain a written operation and maintenance program for all operations that could contribute to the discharge of pollutants from the regulated MS4.

24. All parties to this Agreement agree to cooperate to develop and implement an employee training program for all parties that addresses appropriate topics to further the goal of preventing or reducing the discharge of pollutants from operations conducted by the parties to this Agreement.

25. All parties to this Agreement agree to maintain records of all measures taken to reduce pollution and to make such records available to representatives of the DEP and the United States Environmental Protection Agency (EPA).

26. GGSA agrees to submit to the DEP, an annual MS4 Status Report and the City,

SG and SWG agree to supply any information necessary to GGSA for the submission of the annual MS4 Status Report.

27. All parties to this Agreement agree GGSA shall to retain records of monitoring activities and results, copies of all plans and reports required by the NPDES Permit and records of all data used to complete the application for the NPDES Permit shall be retained for at least five (5) years

from the date of the sample measurement report or application and to submit copies of such records to the DEP upon request, or as required by annual reports. It is anticipated that GGSA will perform all monitoring activities. To the extent that the respective municipalities conduct monitoring activities, records of the same shall be maintained as identified in this paragraph.

28. The above mentioned records shall be made available to the general public at reasonable times during the regular business hours, pursuant to the submission of a valid request pursuant to the Pennsylvania Right to Know Law, Act 3 of 2008, as amended..

29. GGSA agrees to pay to the Commonwealth of Pennsylvania Notice of Intent fee currently in the amount of Five Hundred Dollars (\$500.00) upon submission of the annual MS4 Status Report, or such other fee as may be required by the DEP.

30. All parties to this Agreement authorize representatives of the DEP or EPA, upon presentation of credentials, to enter upon that party's premises where a regulated facility or activity is located or conducted, or where records must be kept, and to allow access to and copying at reasonable times, any records required to be kept under the conditions of the NPDES Permit.

31. All parties to this Agreement agree to allow representatives of the DEP or EPA to inspect at reasonable times, any facility equipment, including monitoring and control equipment, practices or operations regulated or required under the NPDES Permit, and to sample or monitor at reasonable times, for the purposes of assuring Permit compliance, or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location.

32. GGSA confirms ownership of all existing stormwater facilities and operations within the GGSA service area. GGSA shall be responsible for the maintenance of the same and making improvements therein for the purposes of complying with their NPDES permit. All parties to this agreement agree that GGSA shall be authorized to charge the necessary rates and/or expenses to fund their activities in relation to their NPDES permit and to otherwise repair, replace and improve the existing and future Separate Stormwater Sewage Facilities subject to the NPDES permit.


33. City, SG and SWG certify that their governing bodies have approved this Agreement by way of Ordinance, pursuant to 53 Pa.C.S.A. §2305, and GGSA certifies that this has been approved by their Board of Directors by way of Resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written:

ATTEST:

  
ATTEST:

**CITY OF GREENSBURG**

By:   
**SOUTH GREENSBURG BOROUGH**



\_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**SOUTHWEST GREENSBURG BOROUGH**

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**GREATER GREENSBURG SEWAGE AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_