

## Model Cooperative Agreement Template DRAFT

This Memorandum of Understanding (“MOU”) is made effective as of this [redacted] day of [redacted], 2024 between [list participants]. These entities are at times, individually referred to as a “Party” and are collectively referred to as the “Parties.”

### I. BACKGROUND AND PURPOSE

Saw Mill Run is an urban stream in Allegheny County’s South Hills, accepting water from the jurisdictions of twelve municipalities. With residential and commercial development within the watershed, the stream has become hemmed in by impervious surfaces, becoming degraded and prone to flooding and poor water quality. In 2020, the Pittsburgh Water and Sewer Authority (PWSA), in partnership with Watersheds of South Pittsburgh (WoSPgh) and the other 11 municipalities within the Saw Mill Run Watershed, developed an Integrated Watershed Management Plan (IWMP) that lays out a roadmap to restoring the watershed and addressing flooding and water quality issues. The participating municipalities included: Baldwin Township, Bethel Park Borough, Brentwood Borough, Castle Shannon Borough, City of Pittsburgh (represented by the Pittsburgh Water and Sewer Authority or PWSA), Crafton Borough, Dormont Borough, Green Tree Borough, Mt. Lebanon Township, Mt. Oliver Borough, Scott Township, and Whitehall Borough. In particular, the IWMP outlines alternatives that may be different from the traditional, end-of-pipe solutions to address the Combined Sewer Overflows (CSOs) and Sanitary Sewer Overflows (SSOs) in the watershed, including combinations of location-specific green and gray projects, along with watershed-wide improvement. These solutions include, but are not limited to, green stormwater infrastructure installations, rehabilitating aging grey infrastructure, streambank stabilization and restoration projects, or the use of stormwater controls on new or redevelopment properties. The projects identified in the IWMP would also address regulatory requirements facing the municipalities, including Municipal Separate Storm Sewer System (MS4) permits, Total Maximum Daily Load (TMDL) requirements for Saw Mill Run, Phase II Sanitary Sewer Consent Orders and Consent Decrees, which require municipalities to develop a long-term wet weather control plan to reduce CSOs and eliminate SSOs, and ongoing flooding issues.

The IWMP development process identified the need for a coordinated effort among the municipal and regulatory stakeholders of Saw Mill Run to implement the projects identified in the plan to support the restoration of the watershed. Watersheds of South Pittsburgh, operating at the time as the Saw Mill Run Watershed Association, supported and facilitated discussions focused on establishing a cooperative agreement among the various municipalities and other stakeholders in the watershed. While the COVID-19 pandemic stalled development of the agreement, the establishment of a formal structure for collaboration among these stakeholders remains a key step to realizing the goals of the IWMP. Achieving these goals is paramount. Combined sewer overflows in the watershed, surface runoff, abandoned mine drainage, and separate storm sewer discharges continue to impair Saw Mill Run’s water quality and quantity. Without cooperation among the twelve municipalities which make up the Saw Mill Run Watershed, these issues will persist. Cooperation and coordination between the municipalities and the Allegheny County Sanitary Authority (ALCOSAN), Pennsylvania Department of Environmental Protection (PADEP), United States Environmental Protection Agency (EPA) and United States Army Corps of

Engineers (USACE) will also be essential to enabling and supporting the municipalities' collaborative efforts to implement the IWMP.

This agreement seeks to bring communities in the Watershed together, to reinvigorate discussion and to develop a framework for multi-municipal cooperation on the restoration of the Saw Mill Run Watershed and the implementation of its Integrated Watershed Management Plan. This MOU is the first stage in an envisioned two-phase plan to formalize the collaboration between the municipalities of the Saw Mill Run Watershed on stormwater management issues, and leaves many of the details of the collaboration to be developed by the Parties in the second phase: the creation of an Intergovernmental Agreement ("IGA").

## **II. RECITALS**

**WHEREAS**, the Parties have a common interest in promoting sustainable water solutions, improved water quality, and reduced localized flooding in the Saw Mill Run Watershed; and

**WHEREAS**, the IWMP identifies a strategy for phasing, prioritizing, and implementing a mix of gray and green infrastructure that mitigate flooding, address combined sewer overflows (CSOs) and sanitary sewer overflows (SSOs), and restore the ecological quality of a degraded urban stream; and

**WHEREAS**, complying with regulatory requirements, including Municipal Separate Storm Sewer System (MS4) permits, Total Maximum Daily Load (TMDL) requirements for Saw Mill Run, and the Phase II Sanitary Sewer Consent Decrees and Consent Orders being implemented at the regional scale, requires significant resources and collaboration may enable communities to more efficiently and affordably implement projects designed to meet regulatory requirements.

**NOW, THEREFORE**, the Parties, in their mutual desire to promote cooperation for the purpose of the restoration of the Saw Mill Run Watershed and the implementation of its Integrated Watershed Management Plan and based upon the mutual agreements herein contained, agree as follows:

## **III. RESPONSIBILITIES OF THE PARTIES**

The Parties' respective responsibilities are listed below.

- I. Within thirty (30) days of the effective date of this MOU, Watersheds of South Pittsburgh ("WoSPgh") will designate a WoSPgh employee or employees as the Coordinator(s) of the Parties. The responsibilities of the Coordinator(s) are as follows:
  - a. Support the development of an intergovernmental agreement among the Parties as described below, with the intention of collaborating to meet shared goals around water quality, mitigation of local flooding, and compliance with regulatory requirements including but not limited to those under the Parties' MS4 permits.
  - b. Regularly convene meetings of the Parties, and of any Committees the Parties see fit to designate, to work towards the development of the IGA throughout the term of this

Agreement, maintain records of these meetings, and communicate pertinent information with the Parties between meetings; and

- c. Act as a liaison between the Parties and Department of Environmental Protection (“DEP”) to communicate with DEP on behalf of the Parties, upon the relevant Parties’ approval, and to convey information from DEP to the Parties related to regulatory guidance and requirements.
- II. The Parties will discuss and consider elements to be included in a more detailed intergovernmental agreement (“IGA”). Attachment A outlines some of the considerations the group could explore outlining in the IGA, which include but are not limited to a collaboration’s financial structure, approach to sharing regulatory credit, and project selection and prioritization process.
  - III. The Parties will seek to develop and draft an intergovernmental agreement (“IGA”) for review within eighteen (18) months of the effective date of this MOU. Municipalities will present the draft IGA to their boards or Councils within twenty-four (24) months of the effective date of this MOU, with the goal to finalize and adopt the IGA as soon as possible. To achieve this task, the Parties will use the following procedures and framework:
    - a. Decision Making. Decisions of the Parties to fulfill the terms of this MOU must be approved by a majority vote of greater than 50% of the Parties at any duly called meeting at which a quorum is present. The Parties may adopt any additional rules of order deemed appropriate for conducting business to meet the terms of the MOU.
    - b. Assignment of Votes, Quorum. Each of the Parties shall be entitled to one (1) equal vote. Members may vote either in person or by proxy. A quorum shall be declared if a majority (more than 50%) of the participating municipalities is represented at any duly called meeting.
    - c. Meetings. Meetings shall be convened at least four times per year on a quarterly basis or at such other times as the Coordinator may determine.

#### **IV. PRINCIPAL CONTACTS.**

Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

[List names and titles]

#### **IV. TERMINATION AND MODIFICATION.**

This MOU shall terminate **thirty-six (36) months** after the effective date unless otherwise extended by mutual written consent of the parties. Each party to this MOU may withdraw from it upon thirty (30) days’ written notice to all other Parties.

The MOU shall be amended to include any New Party/Parties as signatories as needed, and they shall be bound by all the terms and conditions set forth in the original MOU.

#### **V. NO OBLIGATION OF FUNDS.**

Nothing in this MOU shall obligate the Parties to any current or future expenditure of funds on any particular project or purpose, even if funds are available.

**VI. NO LEGAL RIGHTS OR OBLIGATIONS.**

The Parties agree that this MOU does not constitute any legal admission or opinion as to the subject matter, nor does it create any legal rights, liabilities or obligations between the Parties or to third parties.

**VII. COMPLIANCE WITH LAWS.**

All activities performed by any Party hereunder shall be performed in accordance with all applicable statutes and ordinances, including those of the Commonwealth of Pennsylvania, County of Allegheny and the participating signatory municipalities. Organizations shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder.

**VIII. ENTIRE AGREEMENT.**

This MOU represents the entire understanding between the Parties and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU will be effective until in writing and signed by the Parties.

The effective date of this MOU is the date set forth above.

[ORG]

By:

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Date

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[NAME], [TITLE], [ORG]

[ORG]

By:

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Date

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[NAME], [TITLE], [ORG]

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By:

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[NAME], [TITLE], [ORG]

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