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Township Planning Commission is hereby established for the purpose of promoting health, safety, morals, order, convenience, prosperity and the general welfare for the Township of Brecknock through the effective development or redevelopment of the area under its jurisdiction and in recognition of the need for procedures which will provide foresight and coordination in determining the nature, location and extent of the use of land and the structures upon it including, among other things, adequate provisions for traffic, the promotion of safety from fire and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the promotion of good civic arrangement, efficiency and economy in the expenditure of public funds and the adequate provision of public utilities and other public improvements.

§ 1-102. Members. [Ord. 10, 9/1/1959, § 11; as amended by Ord. 103, 2/1/2000, § 1; and by Ord. 130, 8/5/2003, § 1]

Pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. § 10203(d), the membership of the Township Planning Commission is reduced from six members to five members.


The Planning Commission shall have such powers and perform such duties and functions as provided in the Municipalities Planning Code, 53 P.S. § 10101 et seq. as originally enacted, presently amended and as it may be hereafter amended.
PART 2

COMPENSATION

§ 1-201. Township Supervisor Compensation. [Ord. 82, 12/21/1995, §§ 1, 2]

1. Each Supervisor of Brecknock Township elected or appointed to office as of January 1, 1996, shall receive compensation for attending duly advertised general or special public meetings or hearings of the Board of Supervisors or other meetings authorized by the Board of Supervisors at the rate $125 for each meeting attended by such Supervisors, not to exceed $1,875 per year.

2. Such compensation shall be paid in monthly installments.


Commencing January 1, 2012, the compensation for the duly elected Tax Collector of the Township of Brecknock, Berks County, Pennsylvania, for the collection of Township real estate taxes shall be equal to $1.50 per real estate tax bill, inclusive of the fire protection tax. No compensation shall be paid on any unpaid Township real estate taxes returned by the Tax Collector to the Berks County Tax Claim Bureau.
§ 1-301. Rules and Regulations. [Res. 98-5, 4/7/1998]

1. There will be placed on the agenda of each public meeting a time for residents and/or taxpayers of the Township to comment on matters of concern, official actions or deliberation which are or may be before the Board of Supervisors. Such time on the agenda shall be titled "Persons Wishing to be Heard." The following guidelines are established for this portion of the public meeting.

   A. Residents and/or taxpayers shall comment only after being recognized by the chairman conducting the meeting.

   B. Residents and/or taxpayers of the Township shall announce their name and address prior to addressing the Board of Supervisors.

   C. Comments and questions shall be limited to five minutes per person and no one shall be permitted to speak twice on the same subject.

   D. The chairman may rule out-of-order scandalous, impertinent and redundant comments or comments the discernible purpose or effect of which is to disrupt the proceedings of the meeting.

   E. The chairman may allocate available time among individuals wishing to comment.

2. At the discretion of the chairman conducting the meeting, residents and/or taxpayers of the Township may comment on issues being discussed during the meeting other than during "Persons Wishing to be Heard."

3. In the event that there is insufficient time for public comment, the Board of Supervisors, at its discretion, may defer the public comment to its next regular meeting or to a special meeting occurring in advance of the next regular meeting.

4. All meetings will be tape recorded in order to facilitate preparation of the minutes by the Secretary.
PART 4

FIRE INSURANCE PROCEEDS ESCROW


1. No insurance company, association or exchange (hereinafter "insurer") doing business in the Commonwealth of Pennsylvania shall pay a claim of a named insured for fire damage to a structure located within Brecknock Township where the amount recoverable for the fire loss to the structure under all policies exceeds $7,500, unless the insurer is furnished by the Township Treasurer with a certificate pursuant to Section 508(b) of the Insurance Company Law of 1921, as amended by Act 98 of 1992 and Act 93 of 1994 (collectively, the "Act") and unless there is compliance with the procedures set forth in Section 508(c) and (d) of the Act.

2. Where there are delinquent taxes, assessments, penalties or user charges against the property ("municipal claims"), or there are expenses which the Township has incurred as a cost for the removal, repair or securing of a building or other structure on the property (collectively "municipal expenses"), the Township Secretary shall immediately render a bill for such work, if he has not already done so. Upon written request of the named insured specifying the tax description of the property, the name and address of the insurer and the date of receipt by the insurer of a loss report of the claim, the Treasurer shall furnish a certificate within 14 working days after the request, to the insurer, a certificate (or at his discretion an oral notice confirmed in writing) either:

   A. Stating that there are no unpaid municipal claims or municipal expenses against the property.

   B. Specifying the nature and amount of such claims or expenses, accompanied by a bill for such amounts.

   Taxes, assessments, penalties and user charges shall be deemed delinquent for this purpose if a lien could have been filed for such claims under applicable law. Upon receipt of a certificate and bill pursuant to Subsection 2A of this section, the insurer shall transfer to the Treasurer an amount from the insurance proceeds sufficient to pay such sums prior to making payment to the named insured, subject to the provisions of Subsection 3 hereof.

3. When all municipal claims and municipal expenses have been paid pursuant to Subsection 2 of this section, or where the Treasurer has issued a certificate described in Subsection 2A indicating that there are no municipal claims or municipal expenses against the property, the insurer shall pay the claim of the named insured; provided, however, that if the loss agreed upon by the named insured and the insurer equals or exceeds 60% of the aggregate limits of liability on all fire policies covering the building or structure, the following procedures must be followed:
A. The insurer shall transfer from the insurance proceeds to the Treasurer, in the aggregate, that amount as may be set from time to time by statute.

B. If at the time a loss report is submitted by the insured, such insured has submitted to the insurer, with a copy to the Township, a contractor's signed estimate of the cost of removing, repairing or securing the building or other structure in an amount less than the amount calculated under the foregoing transfer formula, the insurer shall transfer to the Treasurer from the insurance proceeds the amount specified in the estimate. If there is more than one insurer, the transfer of proceeds shall be on a pro rata basis by all insurers insuring the building or other structure.

C. Upon receipt of the above-described portion of the insurance proceeds, the Treasurer shall do the following:

1. Place the proceeds in a separate fund to be used solely as security against the total municipal expenses anticipated by the Township to be required in removing, repairing or securing the building or structure as required by this Part. Such costs shall include, without limitation, any engineering, legal or administrative costs incurred by the Township in connection with such removal, repair or securing or any proceedings related thereto.

2. Mail to the named insured, at the address received from the insurer, a notice that the proceeds have been received by the Township and that the procedures under this subsection shall be followed.

3. After the transfer, the named insured may submit to the Township a contractor's signed estimate of the cost of removing, repairing or securing the building or other structure, in which event the Treasurer shall, if such estimate is deemed by the Treasurer to be reasonable, return to the insured the amount of the funds transferred to the Township in excess of that required to pay the municipal expenses; provided, the Township has not commenced to remove, repair or secure the building or other structure, in which case the Township will complete the work.

4. Pay to the Secretary, for reimbursement to the Township general fund, the amount of the municipal expenses paid by the Township.

5. Pay the remaining balance in the fund (without interest) to the named insured upon receipt of a certificate issued by the Township Secretary that the repair, removal or securing of the building or other structure has been completed in accordance with all applicable codes and regulations of the Township.

6. Nothing in this section shall be construed to limit the ability of the Township to recover any deficiency in the amount of municipal claims or municipal expenses recovered pursuant to this ordinance, or to insurance proceeds, by an action at law or in equity to enforce the
codes of the Township or to enter into an agreement with the named insured with regard to such other disposition of the proceeds as the Township may deem responsible.

§ 1-402. Limits of Liability. [Ord. 71, 6/1/1993; as revised by Ord. 141, 8/3/2004, § 1]

Nothing in this Part shall be construed to make an insurance company, association or exchange liable for any amount in excess of proceeds payable under its insurance policy or for any other act performed pursuant to this Part or to make this Township, any Township official, a municipality or public official an insured under a policy of insurance or to create an obligation to pay delinquent property taxes or unpaid removal liens or expenses other than as provided in this Part.


An insurance company, association or exchange making payment of policy proceeds under this Part for delinquent taxes or structure removal liens or removal expenses incurred by the Township shall have a full benefit of such payment including all rights of subrogation and of assignment.


This Part shall be liberally construed to accomplish its purpose to deter the commission of arson and related crimes, to discourage the abandonment of property and to prevent urban blight and deterioration.


The Secretary of the Township shall transmit a certified copy of this Part promptly to the Pennsylvania Department of Community and Economic Development.


Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a district justice in the manner provided for in the Pennsylvania Rules of Civil Procedure, shall be sentenced to pay a fine of not more than $600 plus costs per violation. Each day that a violation of this Part continues or each section of this Part which shall be found to have been violated shall constitute a separate offense.
§ 1-501. Adoption. [Ord. 166, 9/7/2010]

Effective as of August 3, 2010, the accompanying joinder agreement and the terms of the Pennsylvania State Association of Boroughs Master Retirement Trust are hereby adopted by the employer, to be known as the "Brecknock Township Police Pension Plan," and said plan shall be deemed to be a continuation of and a successor to the prior plan.¹

¹ Editor's Note: The current plan documents are on file in the Township offices.
PART 6

CERTIFICATION OF TAX INFORMATION AND RETURN CHECK CHARGES


The elected or appointed Tax Collector of Brecknock Township, Berks County, Pennsylvania, is hereby authorized to charge a fee in an amount to be established, from time to time, by resolution of the Board of Supervisors for each certification of any tax payment information requested to be certified by said Tax Collector. The tax information certification fee shall be payable to the Tax Collector directly.


The Board of Supervisors of Brecknock Township, Berks County, Pennsylvania, hereby imposes a fee in an amount to be established, from time to time, by resolution of the Board of Supervisors for any check returned after the effective date of this Part. The return check fee will be imposed for any check to any Township office or organization for any purpose. The return check fee concerning checks returned by the elected or appointed Tax Collector of Brecknock Township, Berks County, shall be payable to the Tax Collector directly. All other return check fees shall be deposited in the General Fund of the Township.

² Editor's Note: See also Ch. 24, § 24-601
PART 7

RECREATION BOARD

§ 1-701. Establishment. [Ord. 131, 8/~/2003, § 1]

A Board is hereby established, to be known as the "Recreation Board of Brecknock Township, Berks County, Pennsylvania."

§ 1-702. Powers and Duties. [Ord. 131, 8/~/2003, § 2]

1. The Recreation Board shall have such powers and authority to supervise, regulate, equip and maintain Township funded recreation programs and facilities as shall be specifically delegated to it by the Board of Supervisors of Brecknock Township, Berks County ("Board of Supervisors"), from time to time, by adoption of resolutions.

2. The Recreation Board may adopt rules and regulations for the conduct of all business within its specifically delegated jurisdiction, subject to the approval by the Board of Supervisors.

3. It shall be the duty of the Recreation Board to submit an annual report to the Board of Supervisors on or before the first day of October of each year, including an analysis of the adequacy and effectiveness of community recreation areas, facilities and leadership of the Township's recreation programs and facilities, together with a proposed budget of moneys to be appropriated and expended during the following year for park and recreation purposes within Brecknock Township, Berks County.


1. The Recreation Board shall consist of five members appointed by the Board of Supervisors. All members of the Recreation Board shall be adult residents of Brecknock Township, Berks County, and shall serve for respective terms of office for five years or until their successors are appointed; except that the members of such Recreation Board first appointed shall be appointed for initial terms such that the term of not more than one member shall expire annually thereafter; except that in two nonconsecutive years, the terms of two members shall expire in the same year.

2. The members of the Recreation Board shall serve without pay but may be reimbursed by the Township for all expenses incurred in performing their duties.

3. All persons appointed to the Recreation Board shall serve their full terms unless they voluntarily resign or are removed by the Board of Supervisors for dereliction or neglect of duty.

4. Vacancies in the Recreation Board occurring other than by expiration of term shall be for the unexpired term and shall be filled in the same manner as original appointments.
5. The members of the Recreation Board shall elect their own Chairperson and Secretary and select all other necessary officers to serve for a period of one year.
PART 8

INTERGOVERNMENTAL COOPERATION AGREEMENT: WYOMISSING CREEK WATERSHED COALITION


This Ordinance is enacted pursuant to authority granted in the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 Pa. C.S.A. § 2301 et seq.), as amended.

§ 1-802. Agreement. [Ord. 2013-180, 10/1/2013; as restated by Ord. 2017-191, 8/1/2017, §1]

By enactment hereof, the Board of Supervisors of Brecknock Township hereby approves entering into the Wyomissing Creek Watershed Stormwater Coalition First Restatement of Cost-Sharing and Cooperation Agreement ("Agreement"), in substantially the form attached to this Ordinance, the terms of such Agreement to fully replace the prior Cost-Sharing and Cooperation Agreement previously executed by the Township of Brecknock, as approved by Ordinance No. 2013-180, and authorizes and directs the Chairman of the Board of Supervisors of the Township of Brecknock to execute and the Secretary of the Township to attest to such Agreement.

§ 1-803. Duration of Agreement. [Ord. 2013-180, 10/1/2013; as restated by Ord. 2017-191, 8/1/2017, §1]

The initial term of the Agreement shall be for the initial permitting period by and any extension thereof and shall continue for additional permitting periods thereafter unless and until the Township of Brecknock terminates its participation in the Coalition.

§ 1-804. Purpose and Objectives. [Ord. 2013-180, 10/1/2013; as restated by Ord. 2017-191, 8/1/2017, §1]

The Township of Brecknock, the Township of Cumru, the Borough of Mohnton, the City of Reading, the Borough of Shillington, the Township of Spring, the Borough of West Reading, and the Borough of Wyomissing (the "Participating Municipalities"), have negotiated an Agreement whereby and whereunder as Participating Municipalities in the Wyomissing Creek Watershed to create a Coalition to coordinate and cost share the implementation of the TMDL for the Wyomissing Creek Watershed per MS4 permitting regulations of the Pennsylvania Department of Environmental Protection on behalf of the United States Environmental Protection Agency for the Wyomissing Creek Watershed.


The Township of Brecknock shall contribute six and three tenths percent (6.3%) of the costs incurred by the Coalition, upon assessment by the Coalition, and in accordance with the provisions of the Agreement referred to above.

Editor's Note: Section numbering follows codification format

Each Participating Municipality shall appoint one member to serve on a Steering Committee which shall direct the Coalition. Additional terms on the organizational structure are set forth in Paragraphs 6 through 11 of the Agreement.

§ 1-807. Real and/or Personal Property. [Ord. 2013-180, 10/1/2013; as restated by Ord. 2017-191, 8/1/2017, §1]

All property shall be acquired, managed, or disposed of pursuant to the Agreement in accordance with the terms of the Agreement. No acquisition of real property or real estate is authorized.

§ 1-808. Employees. [Ord. 2013-180, 10/1/2013; as restated by Ord. 2017-191, 8/1/2017, §1]

No new entity has been created by the Agreement that would require employees. The utilization of municipal consultants to be compensated is anticipated in the Agreement. The Coalition is therefore empowered to enter into contracts for such consultants.
WYOMISSING CREEK WATERSHED STORMWATER COALITION

FIRST RESTATEMENT OF COST-SHARING AND COOPERATION AGREEMENT

THIS AGREEMENT ("Agreement"), is made this ______ day of _________, 2017, by and among the municipalities identified below as the Participating Members located in Berks County, Pennsylvania of the Wyomissing Creek Watershed Stormwater Coalition (hereinafter, the “Coalition”), pursuant to the authority granted by the various municipal laws of the Commonwealth of Pennsylvania and respective Ordinances.

BACKGROUND

WHEREAS, areas within the following municipalities are located within the Wyomissing Creek Watershed:

The Township of Brecknock, a Township of the Second Class incorporated under the laws of the Commonwealth of Pennsylvania having an address of 889 Alleghenyville Road, Mohnton, Pennsylvania 19540;

The Township of Cumru, a Township of the First Class incorporated under the laws of the Commonwealth of Pennsylvania having an address of 1776 Welsh Road, Mohnton, Pennsylvania 19540;

The Borough of Mohnton, a municipal corporation incorporated as a Borough under the laws of the Commonwealth of Pennsylvania having an address of 21 O’Neil Street, Mohnton, Pennsylvania 19540;

The Borough of Shillington, a municipal corporation incorporated as a Borough under the laws of the Commonwealth of Pennsylvania having an address of Two East Lancaster Avenue, Shillington, Pennsylvania 19607;

The City of Reading, a City of the Third Class operating as a Home Rule Charter under the laws of the Commonwealth of Pennsylvania having an address of 815 Washington Street, Reading, Pennsylvania 19601;

The Township of Spring, a Township of the Second Class incorporated under the laws of the Commonwealth of Pennsylvania having an address of 2850 Windmill Road, Sinking Spring, Pennsylvania 19608;

The Borough of West Reading, a municipal corporation incorporated as a Borough under the laws of the Commonwealth of Pennsylvania having an address of 500 Chestnut Street, West Reading, Pennsylvania 19611;
The Borough of Wyomissing, a municipal corporation incorporated as a Borough under the laws of the Commonwealth of Pennsylvania having an address of 22 Reading Boulevard, Wyomissing, Pennsylvania 19610; and

WHEREAS, all of the aforesaid municipalities are subject to the National Pollutant Discharge Elimination System permitting for stormwater discharges from a regulated Small Municipal Separate Storm Sewer Systems Permit (MS4 permit) process administered by the Pennsylvania Department of Environmental Protection on behalf of the United States Environmental Protection Agency (EPA), which requires a significant reduction of the amount of sediment, and by proxy, the quantity and rate of stormwater discharged to the Wyomissing Creek to comply with the Wyomissing Creek TMDL (Total Maximum Daily Load); and

WHEREAS, MS4 permit regulations require TMDL implementation plans to be coordinated and complied with on a regional or watershed basis; and

WHEREAS, all of the Participating Members above are parties to a prior Cost-Sharing and Cooperation Agreement which formed the Coalition, provided for cost sharing and cooperation among the Participating Members in assessing the impact of the MS4 permit requirements on their communities and, as necessary, provided for the implementation of measures to comply with the MS4 Permit implementation plan, and which prior agreement was approved and adopted by ordinance of each of the Participating Members, effective in 2012 as to all Participating Members other than Brecknock Township, and effective as of October 1, 2013 as to Brecknock Township (hereinafter the “Founding Agreement”); and

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §2301, et seq., the governing body of two or more local governments may make agreements with other municipalities to jointly cooperate in performing governmental functions, powers, and responsibilities; and

WHEREAS, pursuant to the First Class Township Code, 53 P.S. § 56553, the Township of Cumru is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, pursuant to the Second Class Township Code, 53 P.S. §66507, the Townships of Brecknock and Spring are authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, pursuant to the Borough Code, 8 Pa.C.S.A. §1202(24), the Boroughs of Mohnton, Shillington, West Reading and Wyomissing may enter into contracts with other municipalities to perform governmental powers, duties and functions; and

WHEREAS, pursuant to the Third Class City Code and Home Rule Charter, the City of Reading is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and
WHEREAS, upon review of the MS4 permit requirements for the upcoming 2018-2023 permitting cycle, the Participating Members have acknowledged that significant capital projects will be required to be completed to achieve MS4 compliance on a watershed basis, and that the scope and cost of achieving such compliance should no longer be shared equally among the Participating Members, but rather should be allocated based upon the proportionate amount of urbanized area (as defined in the MS4 regulations) within the Wyomissing Creek watershed that is contained within the geographic boundaries of each Participating Member’s municipality, and the shared benefits to be received by each Participating Member; and

WHEREAS, the Participating Members wish to enter into this First Restatement of Cost-Sharing and Cooperation Agreement, in order to revise the allocation of the cost-sharing obligations among the Participating Members, and to revise the budgeting obligations of the Participating Members, in order to facilitate the proper financing of the activities of the Coalition; and

NOW, THEREFORE, in consideration of the above and with the intention to be legally bound hereby, the Participating Members agree as follows:

FORMATION OF COALITION

1. The Participating Members hereby acknowledge that the Founding Agreement had the effect of forming and establishing a Coalition titled “The Wyomissing Creek Watershed Stormwater Coalition”, as authorized by the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. §2301 et seq. (the “Act”), the applicable municipal codes of the Commonwealth of Pennsylvania and Ordinances duly enacted by the Participating Members, with such Coalition having the powers and duties as provided for in the Ordinances and the Founding Agreement, consistent with the authority of the Act and other applicable laws. Each Participating Member agrees and pledges continued good faith cooperation in the exercise of the powers, duties and functions of the Coalition to each other.

PURPOSE AND AUTHORITY

2. The Purpose of the Coalition is to coordinate and share the costs of planning and implementation to comply with the Wyomissing Creek Watershed TMDL MS4 requirements pursuant to Pennsylvania Department of Environmental Protection and United States Environmental Protection Agency MS4 permitting regulations.

DEFINITION

3. PARTICIPATING MEMBERS - The following municipal units are the Participating Members of this Coalition: the Township of Brecknock, the Township of Cumru, the Borough of Mohnton, the City of Reading, the Borough of Shillington, the Township of Spring, the Borough of West Reading, and the Borough of Wyomissing.
MEMBERSHIP

4. Each of the Participating Members has become a member of the Coalition by adopting an Ordinance authorizing Coalition membership and approving the Founding Agreement. To remain a Participating Member, a municipality shall adopt an Ordinance authorizing and executing this First Restatement of Cost-Sharing and Cooperation Agreement, and comply with all requirements set forth in this Agreement.

5. In addition to the Participating Members, the Coalition can add an additional Participating Member upon a majority vote as described herein. A late entrance fee shall be determined by the Steering Committee based upon costs previously incurred at the time of joining.

ORGANIZATION

6. At the beginning of each permitting period, each Participating Member shall designate a Representative to serve as a member of the Steering Committee.

7. Each Participating Member may designate an alternate Representative to serve as a member of the Steering Committee in the absence of the Representative.

8. The Steering Committee shall select one of its members to serve as the Steering Committee's Chairperson.

9. The Steering Committee shall also select one of its members to serve as Vice Chairperson of the Committee.

10. The Representative on the Steering Committee of the municipality selected to collect Membership Fees and Assessments from each Participating Member shall serve as the Treasurer for the Steering Committee.

11. All Participating Members shall communicate through the Steering Committee.

MEMBERSHIP FEES AND CONTRIBUTIONS

12. Each Participating Member paid an initial membership fee at the time of execution of the Founding Agreement in the amount of $5,000 ("Membership Fee").

13. Through the date of this Agreement, each Participating Member has contributed an equal share based upon assessment by the Coalition.

14. Effective as of the commencement date of the 2018-2023 MS4 permit cycle, which date is anticipated to be on or about March 10, 2018 (the said commencement date hereinafter referred to as the “Effective Date”, and the five (5) year period beginning on such Effective Date is referred to hereinafter as the “2018-2023 MS4 Permit Cycle”), each Participating Member shall financially contribute to the Coalition based upon the following table, with such
percentages of financial responsibility having been calculated based upon the acreage of
Urbanized Area within the Wyomissing Creek watershed that is contained within the geographic
boundaries of each Participating Member’s municipality, and an estimate of the equally shared
benefits to be received by each Participating Member, said percentages to be fixed as provided
below, unless otherwise revised by written agreement of all Participating Members:

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<tr>
<th>Urbanized Area</th>
<th>Proposed Share of Financial Responsibility</th>
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<tbody>
<tr>
<td>Brecknock</td>
<td>259</td>
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<td></td>
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<td>Cumru</td>
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<tr>
<td>Mohnton</td>
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<td>Shillington</td>
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<td></td>
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<tr>
<td>West Reading</td>
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BUDGET

15. The fiscal year for purposes of the Coalition shall run for 365 days from the first calendar
day of the 2018-2023 MS4 Permit Cycle, which is anticipated to be March 10, thereby resulting
in a fiscal year of March 10 to March 9 of the following calendar year.

16. The Participating Members acknowledge that the anticipated expenditures of the
Coalition from the Effective Date through the end of the 2018-2023 MS4 Permit Cycle are
$2,000,000. The Coalition’s annual budget for each fiscal year beginning on the Effective Date
and through the end of the 2018-2023 MS4 Permit Cycle shall be $400,000 for fees, costs and
expenses, plus the amount of any budgeted but unexpended funds remaining from each of the
Coalition’s prior fiscal year budgets. The annual cap may be increased upon written notification
to all Participating Members, with a detailed accounting of the expenditures incurred within the
initial cap and the justification for the request of additional funding.

17. Each Participating Member shall prepare its own annual budget based upon its
proportionate share of financial responsibility referenced in Paragraph 14 above, with the budget
for any given fiscal year to be increased by the amount of any funds budgeted to Coalition
activities during each prior fiscal year during the 2018-2023 MS4 Permit Cycle, but which funds
were not expended. The sum of the total annual assessments of each Participating Member shall
not exceed the annual budget for the Coalition, unless the initial cap is so increased.

18. The proposed budget for the Coalition shall be prepared by September 1 of the year prior
to the proposed budget year and shall include a detailed accounting of all anticipated costs.

19. The proposed budget for the Coalition shall be presented to each Participating Member
by its Representative prior to a vote on the final budget.
20. The final annual budget for the Coalition shall be approved by November 1 of the year prior to the proposed budget year.

21. Each Participating Member shall pay any contribution due within forty-five (45) days of notice of such assessment by the Coalition.

22. All fees, costs, and expenses associated with the Coalition shall be reviewed and managed by the Steering Committee.

23. The Treasurer shall maintain an account in the name of the Coalition to hold all Coalition funds, including Membership Fees and contribution assessments.

24. At the request of two (2) Participating Members, the Coalition shall be audited by a certified public accounting firm selected by the Steering Committee. All costs for such audit shall be paid by the requesting Participating Members.

25. Each Participating Member shall be responsible for its own out of pocket costs and solicitor fees attendant to their involvement with the Coalition.

MEETINGS

26. The Coalition shall hold regular meetings which shall take place monthly at such place and time as determined by the Steering Committee.

27. Notice of meetings shall occur in accordance with the Sunshine Act of the Commonwealth of Pennsylvania.

28. All meetings must have a Quorum consisting of five (5) of the eight (8) members of the Steering Committee present as set forth herein to conduct Coalition business.

29. If a Quorum is not present at the start of the meeting, or available to remotely participate via teleconferencing or videoconferencing, the meeting shall be delayed or rescheduled.

30. A Secretary shall be selected by the Steering Committee who shall prepare minutes of meetings and maintain official records of the Coalition. The Secretary shall distribute approved minutes to each Participating Member on a monthly basis.

31. Any decision affecting the allocation of Coalition funds or directing the Coalition to perform any act that is either not contemplated in this Agreement, or exceeds the terms of this Agreement, shall require a majority vote of the Participating Members.

32. A majority vote for actions contemplated by this Agreement shall consist of a majority of the entire membership of the Steering Committee.

33. Representatives may vote by being present at or remotely participating in the meeting.
34. This Agreement shall continue in full force and effect, except as modified by mutual agreement of the parties or if terminated pursuant to paragraph 36 hereof.

NOTICE

35. Any notice given hereunder by any party to another party shall be in writing and shall be deemed given when delivered personally or five (5) days after being sent by certified mail, return receipt requested, as follows:

To the Participating Member:
Township of Brecknock
889 Alleghenyville Road
Mohnton, PA 19540

Township of Cumru
1775 Welsh Road
Mohnton, PA 19540

Borough of Mohnton
21 N. O’Neil Street
Mohnton, PA 19540

City of Reading
Managing Director’s Office
815 Washington Street
Reading, PA 19601

Borough of Shillington
2 E. Lancaster Avenue
Shillington, PA 19607

Township of Spring
2850 Windmill Road
Sinking Spring, PA 19608

Borough of West Reading
500 Chestnut Street
West Reading, PA 19611

Copy to:
Hartman Valeriano Magovern & Lutz
1100 Berkshire Blvd, Suite 301
PO Box 5828
Wyomissing, PA 19610

Georgeadis Setley
Four Park Plaza
Second Floor
Wyomissing, PA 19610

Hoffert & Klonis
536 Court Street
Reading, PA 19603

City of Reading
Dept. of Law
815 Washington Street
Room 2-54
Reading, PA 19601

Hoffert & Klonis
536 Court Street
Reading, PA 19603

Kozloff Stoudt
2640 Westview Drive
Wyomissing, PA 19610

Barley Snyder
P.O. Box 942
Reading, PA 19603
TERMINATION

36. If at any time, a Participating Member wishes to end its participation in the Coalition and to terminate its rights and obligations under this Agreement, it shall give the Chairperson of the Steering Committee thirty (30) days written notice that it no longer wishes to participate.

37. In no event shall any funds already contributed to the Coalition be refunded to a Participating Member that seeks to end its participation in the Coalition, solely on the basis that it has ended its participation.

MISCELLANEOUS PROVISIONS

38. The services performed and expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participating Members within their respective municipal boundaries shall extend to their participation in services outside their respective boundaries and within the geographical area served by the Coalition.

39. The invalidity, illegality or unconstitutionality of any portion of this Agreement shall not impair or affect the invalidity of this Agreement as a whole or any other part thereof.

40. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

41. This Agreement may be signed in counterparts or any number of duplicate originals, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

42. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

43. This Agreement represents the entire agreement between the parties hereto. Any amendment to this Agreement shall be in writing and must be signed by all parties hereto in order to be valid and enforceable.
44. This Agreement shall become effective on the date ("Effective Date") occurring five (5) days after the date of enactment of an authorizing ordinance by the last Participating Municipality to enact an authorizing Ordinance.

IN WITNESS WHEREOF, the Participating Municipalities have caused this Agreement to be duly executed as of the day and year above written.

Approved by Ordinance 191 of the Township of Brecknock, the 1st day of August 2017.

ATTEST:

Dorothy L. Martin
Signature

Dorothy L. Martin
Print Name

TOWNSHIP OF BRECKNOCK:

Jeffrey M. Sharp
Signature

Jeffrey M. Sharp
Print Name

Chairman

TOWN HALL, Board of Supervisors

Approved by Ordinance _______ of the Township of Cumru, the ____ day of ________ 2017.

ATTEST:

Signature

Print Name

TOWNSHIP OF CUMRU:

Signature

Print Name

President, Board of Commissioners
Approved by Ordinance ________ of the Borough of Mohnton the ____ day of

__________________________, 2017.

ATTEST:

Signature

Print Name

BOROUGH OF MOHNTON:

Signature

Print Name

President of Borough Council

Mayor

Approved by Ordinance ________ of the Borough of Shillington the ____ day of

__________________________, 2017.

ATTEST:

Signature

Print Name

BOROUGH OF SHILLINGTON:

Signature

Print Name

President of Borough Council

Mayor
Approved by Ordinance ___________ of the City of Reading the ___ day of _______________, 2017.

ATTEST:                      CITY OF READING:

Signature___________________ Signature___________________

Print Name___________________ Print Name___________________

Title________________________ Title________________________

Signature___________________

Print Name___________________

Mayor________________________

Title________________________

Approved by Ordinance ___________ of the Township of Spring the ___ day of _______________, 2017.

ATTEST:                      TOWNSHIP OF SPRING:

Signature___________________

Print Name___________________

Chairman of Board of Supervisors___________________
Approved by Ordinance _________ of the Borough of West Reading the ___ day of
________________, 2017.

ATTEST:

Signature __________________________

Print Name _________________________

BOROUGH OF WEST READING:

Signature __________________________

Print Name _________________________

President of Borough Council

Mayor

Approved by Ordinance _________ of the Borough of Wyomissing the ___ day of
________________, 2017.

ATTEST:

Signature __________________________

Print Name _________________________

BOROUGH OF WYOMISSING:

Signature __________________________

Print Name _________________________

President of Borough Council

Mayor
PART 9

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE UTILIZATION OF MUNICIPAL EQUIPMENT


This Part 9 is enacted pursuant to authority granted in the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 Pa. C.S.A. § 2301 et seq.), as amended, and the Second Class Township Code of Pennsylvania in Section 1507 (53 P.S. § 66507).


By enactment hereof, the Board of Supervisors of Brecknock Township hereby approves entering into the intergovernmental cooperation agreement with the original participating municipalities for utilization of municipal equipment (“agreement”) in substantially the form attached to this Part 9 as Exhibit A.4


The purpose and objectives of the agreement are as set forth in the background of this Part 9 and of the agreement. The Township of Brecknock (“Township”) joins with the Borough of Birdsboro, Township of Union and Township of Robeson by entering into an agreement whereby and whereunder said municipalities agree to allow other participating municipalities to cooperate in the joint utilization of municipal equipment within their respective municipalities.

§ 1-904. Execution of Agreement by Chair of Board of Supervisors. [Ord. 2014-181, 7/21/2014]

The Chairman of the Board of Supervisors of the Township of Brecknock is hereby authorized and directed on behalf of the Township to execute and the Secretary of the Township to attest to and deliver such agreement, and execute and deliver such additional documents, and to take such further actions, as may be necessary or appropriate to implement the agreement and the transactions contemplated under the agreement.

§ 1-905. Ratification of Actions Taken to Establish Agreement. [Ord. 2014-181, 7/21/2014]

All actions of any officer, agent or other representative of the Township heretofore taken in pursuit of the authorization, execution and delivery of the agreement are hereby ratified and approved in all respects.


The Board of Supervisors is hereby authorized to take such other action as may be

4 Editor's Note: Exhibit A is on file in the Township offices.
necessary or appropriate to carry out the purposes of this Part and of the agreement.


The agreement shall continue in effect until terminated by a subsequent ordinance of the governing body of all participating municipalities. A participating municipality may withdraw from the agreement by providing written notice to the remaining participating municipalities no less than 90 days prior to the end of the then-current calendar year.


The manner and extent of financing the agreement shall be as follows:

A. No borrowing will be required by the Township to fund its obligations under the agreement;

B. Funds to implement the Township's obligations under the agreement shall come from usual budgeted amounts for such matters; and

C. Other provisions governing the manner and extent of financing joint projects and purchases shall be as set forth in the agreement.


The organization and administration of the agreement shall be undertaken in accordance with the terms of the agreement.

§ 1-910. Real and/or Personal Property. [Ord. 2014-181, 7/21/2014]

All personal property shall be acquired, managed and disposed of in accordance with the terms of the agreement.


No new entity has been created by the agreement that would require employees.


1. Any municipality desiring to become a party to the agreement shall need the concurrence of 2/3 of the present member municipalities. Concurrence of a member municipality shall be provided by a resolution of the governing body of the municipality, stating its intention to allow the participation of another municipality.

2. Upon receiving the concurrence of the requisite number municipalities, the new member shall pass an ordinance in substantially the same form as the other member municipalities.
PART 10

CABLE FRANCHISE AGREEMENTS

A. Comcast Franchise Agreement.

By enactment hereof, the Board of Supervisors of Brecknock Township hereby approves entering into a cable franchise agreement with Comcast of New Mexico/Pennsylvania, LLC, in substantially the form attached to this subpart as Exhibit "A," including all of the terms and conditions contained therein is hereby approved and adopted.⁵

§ 1-1002. Execution of agreement by Board of Supervisors Chairman. [Ord. 2016-187, 4/5/2016]

The Chairman of the Board of Supervisors of the Township of Brecknock is hereby authorized and directed on behalf of the Township to execute and the Secretary of the Township to attest to and deliver such agreement, and execute and deliver such additional documents, and to take such further actions, as may be necessary or appropriate to implement the agreement and the transactions contemplated under the agreement.

⁵ Editor's Note: Said agreement is on file in the Township offices.