

MEMORANDUM OF UNDERSTANDING (MOU)

Between the
Stakeholders of the Lebanon County Clean Water Alliance
Lebanon County, PA

INTRODUCTION

“The mission of the Lebanon County Clean Water Alliance (Alliance) is to maintain a coalition of local government agencies and interested stakeholders to partner together to conserve, protect and enhance the water resources for the people of Lebanon County.”

Initially organized in January 2011, this informal coalition now has representation from eighteen (18) municipalities, the County of Lebanon, the Lebanon County Conservation District and several non-profit organizations involved with water resource management issues.

The Alliance was formed in an effort to address current and future U.S. Environmental Protection Agency (EPA) and Pennsylvania Department of Environmental Protection (PADEP) requirements focused on Municipal Separate Storm Sewer System (MS4) Permit requirements and cleaning up and preserving the Chesapeake Bay. The Chesapeake Bay is the largest and most productive estuary ecosystem in the United States. The Chesapeake Bay Watershed is expansive at approximately 64,000 square miles and home to more than 17 million people. Pennsylvania along with the neighboring states of Delaware, Maryland, New York, Virginia and West Virginia and the District of Columbia are mandated to reduce nutrient and sediment pollution loads flowing to the Susquehanna River and ultimately the Chesapeake Bay. As the mandates are implemented through regulatory actions impacting waste water treatment plants, municipal storm water management systems, the agricultural community, and the development community involved with the construction of sites, finding the most cost-effective solutions will become a critical concern for Lebanon County taxpayers.

Lebanon County has more than 300 miles of impaired streams, and is unique in that the county is divided between the Chesapeake Bay and Delaware Bay drainage basins. Addressing clean water issues in Lebanon County is complicated by the diversity of watershed and land uses. There are a number of on-going initiatives throughout the county to address water quality issues. What is lacking is a comprehensive approach to coordinate all these efforts amongst the many local governments, identify and fill any gaps, and develop a strategy for how Lebanon County can continue to move forward in a cost effective manner.

STATEMENT OF PURPOSE

This MOU has been prepared jointly and agreed upon by each party identified as an LCCWA stakeholder for the following purposes:

- To outline stakeholder responsibilities and principles of cooperation.
- To identify and agree on an organizational structure that will allow the Alliance to facilitate effective actions and improve water quality in Lebanon County.
- To clearly define and communicate to stakeholders the mission of the Alliance to conserve, protect and enhance the water resources for the people of Lebanon County.

Upon execution, this MOU will memorialize the intent of the stakeholder organizations to coordinate and cooperate with each other in order to advance initiatives of the Alliance. It is not intended to be used as a legally binding document.

STAKEHOLDERS

The stakeholders of the Alliance are the signatories to this MOU.

PRINCIPLES OF COOPERATION

In carrying out the intent of this MOU and promoting cooperation, the stakeholders shall:

- A. Make all reasonable efforts to attend Alliance meetings.
- B. Make available to fellow members all public information and data maintained by a stakeholder organization for use in meeting the goals and objectives of the Alliance.
- C. As deemed appropriate by that organization, make reasonable efforts when possible to assist with Alliance activities by providing such resources as staff assistance, use of office equipment, and/or meeting facilities.
- D. Maintain an attitude of professionalism in Alliance activities and support and protect the reputation of the Alliance.
- E. Listen to all points of view expressed by fellow members of the Alliance.
- F. Communicate to the general public the mission of the Alliance and accurately communicate updates on Alliance activities.

Alliance ROLES & RESPONSIBILITIES

In carrying out the intent and purpose of this MOU, the roles for the member organizations of the Alliance have been defined as follows:

Lebanon County

The Lebanon County Planning Department (LCPD) will assist the Alliance by facilitating day to day communications with members and coordination of meeting logistics, meeting records and communications with the media and data collection. The LCPD will focus on communications with both the point source sector and the urban non-point source storm water management sector and municipal officials. The LCPD will take the lead in coordinating the execution of directives provided by the Alliance Chairperson or Vice Chairperson (see section on Alliance structure).

Lebanon County Conservation District

The Lebanon County Conservation District (LCCD) will assist the LCPD with communications with members and data collection. The LCCD will focus on communications with the agricultural non-point source sector and watershed associations. The LCCD will assist the LCPD in coordinating the execution of directives provided by the Alliance Chairperson, Vice Chairperson (see section on Alliance structure).

Local Municipal Members (City of Lebanon, Boroughs & Townships)

The local municipal members (municipalities) will assist the LCPD and LCCD by providing staff, where possible, to assemble information and data, and to communicate with residents by utilizing the municipal communication infrastructure which may include the website, newsletters, social media outlets and special printings and distribution of Alliance materials when appropriate and cost effective. As may be appropriate, municipal members may participate in sub-committees addressing specific issues important to the goals and objectives of the Alliance (see section on Alliance structure).

Local Non-profit Association Members (Watershed Associations, Foundations, etc...)

Non-profit signatories (Associations) will assist the LCPD and LCCD by facilitating communications to their members in regard to Alliance activities. When feasible and appropriate, Associations will help assemble information and data, communicate with residents by utilizing the Associations communications infrastructure which may include the website, newsletters, social media outlets and special printing and distribution of Alliance materials when appropriate and cost effective for that association. As may be appropriate, Association members may participate in sub-committees addressing specific issues important to the goals and objectives of the Alliance (see section on Alliance structure).

ALLIANCE ORGANIZATIONAL STRUCTURE

The member signatories will elect a Chairperson and Vice Chairperson to serve a term of one (1) year. Those individuals may serve multiple terms if elected to serve additional terms. The Chairperson and Vice Chairperson will be responsible for direct communication and coordination with the LCPD and LCCD in executing decisions and directions provided through consensus by the Alliance member representatives. The Chairperson and Vice Chairperson will be responsible for coordinating the meeting proceedings and reviewing the meeting records prior to distribution to the membership. The membership may elect to establish working sub-committees to address specific issues or tasks. The Chairperson or Vice Chairperson will be responsible for appointing the Chairperson for each sub-committee. The sub-committee Chairpersons will be responsible for direct coordination with the LCPD, LCCD or other organizations in executing tasks established by those sub-committees.

MOU TERM

The term of this MOU will begin on the first day following the date of the second signatory and will extend until the end of 2017. This date is tied to the U.S. Environmental Protection Agency 2017 milestone date, at which time all jurisdictional states are to meet the 60% implementation goal established in the Chesapeake Bay Watershed Implementation Plans. The MOU shall be reviewed annually, as the need arises, by stakeholders and may be amended by mutual consent of all parties. A stakeholder may withdraw from this MOU at any time, following a 30 day written notice to the Alliance.

FOR _____
(STAKEHOLDER)

(Name)

(Title)

(Date)