

TOWNSHIP OF ABINGTON

(1) PUBLIC WORKS COMMITTEE

**July 6, 2016
7:00 P.M.**

CALL TO ORDER

ROLL CALL: HECKER – FARREN – KLINE – MYERS – ROTHMAN

**Township Manager LEFEVRE
Assistant Township Manager WEHMEYER
Township Solicitor CLARKE
Township Engineer POWERS
Director of Code Enforcement MATTEO
Director of Public Works MICCIOLO
Director of W.W.T.P. WRIGLEY**

MINUTES:

Motion to approve the minutes of the June 1, 2016 Public Works Committee Meeting.

PW1. Old Welsh Road – Sanitary Sewer Project

Motion to approve and enter into contract with N. Abbonizio Contractors, Inc. for the Old Welsh Road Sanitary Sewer Project Phase 1 – Contract No. 149 in the amount of \$956,415.00; to be funded from Sanitary Sewer Retained Earnings.

PW2. York Road and The Fairway Engineering Design Expenditure

Motion to authorize the expenditure of \$25,200 for engineering design for the intersection of York Road and The Fairway with the funds to be drawn from Contingency fund account number 01-01-002-5299.

PW3. Ordinance No. 2122 - Intergovernmental Agreement – Alternative TMDL – Wissahickon Creek Watershed

Motion to advertise Ordinance No. 2122 to approve the Intergovernmental Agreement between the Wissahickon Watershed Municipalities and Wastewater Treatment Plants to work together in developing an Alternative TMDL Plan for the Watershed.

PUBLIC WORKS

BOARD ACTION REQUEST

July 6, 2016

DATE

PW1

AGENDA ITEM NUMBER

**DEPARTMENT
MANAGER**

AGENDA ITEM

**TOWNSHIP
MANAGER**

Engineering

Old Welsh Road
Sanitary Sewer Project

Michael LeFevre

M. E. P.

ML

PREVIOUS ACTIONS

September 10, 2015 – Board approved and entered into contract with Cardno-BCM in the amount not to exceed \$90,750.00; to prepare Engineering plans to sewer the 1500/1600/1700 blocks of Old Welsh Road; to be funded from Sanitary Sewer Retained Earnings.

March 10, 2016 – Board advertised Ordinance No. 2116 establishing the Old Welsh Road Sewer District, assessing the branch of sanitary sewers on Old Welsh Road.

April 14, 2016 – Board approved Coyle & Lynch, LLC to perform the appraisal review for the Old Welsh Road Sanitary Sewer Project in the Amount of \$56,000, (2,000 per property x 28 properties); to be funded from Sanitary Sewer Retained Earnings.

May 12, 2016 - Board rejected the bids for the Old Welsh Road Sanitary Sewer Project.

RECOMMENDED BOARD ACTION

Motion to approve and enter into contract with N. Abbonizio Contractors, Inc. for the Old Welsh Road Sanitary Sewer Project / Phase I – Contract No. 149 in the amount of \$956,415.00; to be funded from Sanitary Sewer Retained Earnings.

COMMENTS

Received three (3) bids ranging from \$956,415.00 to \$2,235,000.00. See attached.

N. Abbonizio Contractors has satisfactorily completed work in the Township in the past.

**OLD WELSH ROAD / PHASE I
SANITARY SEWER PROJECT
CONTRACT NO. 149
TUESDAY, JUNE 21, 2016
BIDS DUE BY 1:30 P.M.
BIDS OPENED AT 2:30 P.M.
UNOFFICIAL RESULTS**

COMPANY NAME	BID
N. Abbonizio	\$ 956,415.00
Joao & Bradley Construction Co., Inc.	\$ 1,057,644.50
SJM Construction Co., Inc.	\$ 2,235,000.00

COMMENTS: Corrected Calculation

PUBLIC WORKS COMMITTEE

BOARD ACTION REQUEST

July 6, 2016

DATE

PW2

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Public Works

York Road and The
Fairway Engineering Design
Expenditure.



PREVIOUS ACTIONS

We had previously applied for a MONTCO 20-40 Grant for improvements to the intersection and we were awarded the grant.

RECOMMENDED BOARD ACTION

Motion to authorize the expenditure of \$25,200 for engineering design for the intersection of York Road and The Fairway with the funds to be drawn from contingency fund account number 01-01-002-5299.

COMMENTS

1. We have been working for over two years in trying to find a solution to the hazardous conditions for pedestrians trying to cross York Road from The Fairway. We finally concluded that the best way to make it safer for pedestrians is to install bump outs on York Road which will shorten the distance from six lanes to five lanes and will allow the vehicles turning from The Fairway to see anyone crossing on York Road.
2. We had applied for a grant from Montgomery County to install the bump outs and do the signal work necessary to accomplish what we had envisioned and were awarded the grant. We were also working with PENNDOT to get this work done. PENNDOT recently agreed to do the work including the signal upgrades as long as we did the design work. If we had done the work through the grant the costs to us would have been \$29,000. But by doing it through PENNDOT we will be saving almost \$4,000 in engineering fees. We agreed that the best way to get the work accomplished would be through PENNDOT and have subsequently informed Montgomery County that we will not be pursuing the grant.

BOARD ACTION REQUEST

PUBLIC WORKS COMMITTEE

July 6, 2016

DATE

PW3

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Administration

Ordinance No. 2122
Intergovernmental Agreement
Alternative TMDL
Wissahickon Creek Watershed



PREVIOUS ACTIONS

June 29, 2015 – Summary of EPA and DEP Proposal to lower total phosphorous limits for all treatment plants and municipal storm water loading within the Wissahickon Watershed was presented to the Board.

January 14, 2016 – Resolution No. 16-006 was approved supporting an Alternative Plan for the Wissahickon TMDL.

RECOMMENDED BOARD ACTION

Motion to advertise Ordinance No. 2122 to approve the Intergovernmental Agreement between the Wissahickon Watershed Municipalities and Wastewater Treatment Plants to work together in developing an Alternative TMDL Plan for the Watershed.

COMMENTS

The proposed agreement provides for a two-year term and an annual contribution of \$6,250.00 from each participating municipality and treatment plant.

A majority of the cost associated with the development of the Alternative TMDL Plan is being underwritten through a grant of \$1.2 million from the William Penn Foundation.

ORDINANCE NO. 2122
Township of Abington
Montgomery County, PA

An Ordinance of Township of Abington, Montgomery County, Pennsylvania
adopting the Intergovernmental Agreement for the completion of the Alternative
TMDL Plan for the Wissahickon Creek Watershed

Section 1. Conditions of Agreement.

The Intergovernmental Agreement (Agreement) is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing the Agreement for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), collectively, the "Parties", each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of the Parties is as follows, and shall be updated by Addendum as necessary.

Municipalities

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

Wastewater Treatment Plants:

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

Section 2. Duration of the Term of the Agreement

The duration of the term of the Agreement (Term) shall be two years. The Agreement may be extended by those Parties desiring to participate for an additional term or terms, by resolution.

Section 3. Purpose and Objectives of the Agreement

The Agreement is the document by which the Parties signify their commitment to participate in the preparation of the Plan. The goal of the Plan is to improve water quality standards in water bodies throughout the Wissahickon Creek watershed. Further, the Agreement establishes the role and duties of the Parties, the Consultant, the Legal Services Representation, and the Expert Panel Services, and the scope of the Plan, as defined in the Agreement and further outlined in Attachment A of the Agreement.

Section 4. Manner and Extent of Financing the Agreement

A fee not to exceed \$6,250 per year shall be provided by each Party. This fee is to cover the costs of Legal Services and Expert Panel Services.

Section 5. Organizational Structure

The Plan shall be prepared by the Consultant, with guidance and input provided through a Stakeholder Group and a Management Committee, whose roles are defined in the Agreement.

Section 6. Real or Personal Property

The Agreement does not empower any of the Parties, the Consultant, Legal Services Representation, or Expert Panel Services to acquire, manage, license or dispose of any real or personal property related to or in conjunction with the preparation of the Plan.

Section 7. Contracts

The Parties entering into the agreement shall be empowered to contract with the Consultant, Legal Services Representation, and Expert Panel Services for services pertaining to the preparation of the Plan and securing approval of the Plan from the US Environmental Protection Agency and the Pennsylvania Department of Environmental Protection.

Section 8. Effective Date

The Effective Date of this Ordinance shall be August 11, 2016

ORDAINED AND ENACTED by the Board of Commissioners of Abington Township, Montgomery County, Pennsylvania, this _____ day of _____, 2016.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

By: _____
Wayne C. Luker, President

Michael LeFevre, Secretary

Intergovernmental Agreement
for Development of a Plan for an Alternative TMDL
for the Wissahickon Creek Watershed.

Section 1 Intergovernmental Agreement.

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

Municipalities

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

Wastewater Treatment Plants:

Abington Township Wastewater Treatment Plant
Ambler Borough Wastewater Treatment Plant
Upper Gwynedd Township Wastewater Treatment Plant
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

Section 2 Definitions.

Consultant: The team formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission

Legal Services: Legal representation selected by the Management Committee to represent its interests and concerns pertaining to the preparation and adoption of the Alternative TMDL in interaction with the PADEP and/or the US EPA.

Expert Panel Services: A panel of technical experts, whose number and individuals will be selected by the Management Committee, whose purpose is to review the engineering and

scientific work portions of the Alternative TMDL Plan, and to independently verify the results of that work.

Section 3 Guiding Principles.

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too large for any one municipality to effectively address, and therefore commit to work together in a mutually cooperative and respectful manner to develop an Alternative TMDL Plan.
- b. To evaluate the data obtained to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. Said strategy will include developing a list of potential projects and or policies to reduce the existing deleterious characteristics and practices, including remediating degraded physical conditions in the watershed, replacing existing structures, implementing new practices and constructing facilities to enhance the impaired surface waters in the Wissahickon Creek Watershed as effectively and efficiently as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

Section 4 Goals and Objectives: The scope of study

The goal of the Alternative TMDL is to achieve water quality standards in water bodies throughout the Wissahickon Creek watershed.

Objectives: The objectives of the Alternative TMDL are delineated in Attachment “A”, “Milestones”.

Section 5 Administration and Organization.

Effective Date.

- a. The Effective Date of this Agreement shall be August 31, 2016, by which time all Parties will have adopted the attached Ordinance authorizing the Agreement and executed the Agreement.
- b. This Agreement shall become effective as to each Party upon execution and adoption of the Ordinance.

Term

- a. The term of this Agreement (Term) shall be two (2) years, beginning on the Effective Date. All Parties approving this Agreement must participate for the entire time period.

- b. This Agreement may be extended by those Parties desiring to participate for an additional year, by resolution.

Party Representation

- a. Participation in preparation of the Plan shall be through either the Stakeholder Group or the Management Committee. Members of the Management Committee are entitled to be part of the Stakeholder Group.
- b) A Stakeholder Group shall be convened, consisting of one or more representatives of each Party, the Wissahickon Valley Watershed Association, Friends of the Wissahickon, PADEP, EPA, and Montgomery County. Other stakeholders may be invited to attend the Stakeholder Group meeting as appropriate.
- c) The Stakeholder group shall review and comment on various materials, sections of the Plan, and the complete Plan in draft and final. The Stakeholder group shall have no voting privileges, but is intended to provide input on the Plan.
- d) Management Committee: Each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
 - 1) The Management Committee shall consist of one (1) representative from each Party. The twenty (20) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
 - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
 - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee shall elect officers, to include 2 Co-Chairs, a Secretary and a Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. The Management Committee shall appoint a replacement for any officer who is unable to complete the term.
 - 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:

- 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
- 2) Hold all Management Committee meetings.
- 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
- 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
- 5) Calculate and invoice fees for each Party.
- 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
 - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
 - 2) Presentation and approval of Progress Reports.
 - 3) Presentation and approval of the Financial Report.
 - 4) Presentation of report(s) to PADEP, EPA and other agencies.
 - 5) Presentation and vote on other Party business pertaining to the Plan process.
 - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.
- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$250,000 in total.

- 1) Contribution Formula. The contribution from each Party shall be \$6,250 per Party per year for the Term. Depending on the costs incurred for Legal Representation and the Expert Panel Service, these costs may be less, but in any event they shall not exceed a total of \$12,500 per Party for the duration of the Term.
- 2) Invoicing and Payment. Parties shall be invoiced no later than June 30 of each calendar year, and the Parties' respective payments shall be due on or before July 31 of each year.
- 3) Organization Account. A separate Management bank account shall be established by the Management Committee for the deposit of each Party's Annual Contributions and the funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services and Expert Panel Services. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
- 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than thirty (30) days after the date of Term completion.

Section 6 Applicable Law

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

Section 7 Integration

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

Section 8 No Oral Modification

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

Section 9 Severability

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

Section 10 Representation by Counsel

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

Section 11 Counterparts

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

Section 12 Execution by Facsimile or Electronic Scanning

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

Attachment "A"
Alternative TMDL Milestones and Activities

Project Result:

An Alternative TMDL Plan supported by the Permittees and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating watershed improvements to achieve habitat improvements into the Wissahickon Watershed Creek.

Milestone 1

Montgomery County Planning Commission (MCPC) designated to convene the 'Wissahickon Alternative TMDL Stakeholder Collaborative' (aka 'Collaborative') consisting of a core group of the (16) watershed municipalities and (4) WWTPs (the 20 Permittees) that is recognized by the US EPA and PaDEP and includes external stakeholders such as WVWA and FOW.

Activities:

- Led by MCPC, organizational structure finalized and implemented for the Collaborative.
- Coordination procedures with regulatory agencies approved and implemented.
- MCPC conducts regular monthly Collaborative meetings for the duration of the project.

MILESTONE 2

EFC works with each Collaborative member to develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- Initial individual Collaborative member engagement and baseline economic assessments completed

MILESTONE 3

PEC coordinates the Technical Team to develop an Alternative Nutrient TMDL, using strategic guidance from WVWA, with plan approval by PA DEP and US EPA.

Activities:

- PEC forms a Technical Team consisting of CSC, EFC, MCPC, and legal counsel to be selected by the Permittees, with input from the Technical Team.

MILESTONE 4

Within 3 years of the signing of the IGA or sooner, Technical Team recommends an Alternative Nutrient TMDL science-based improvement strategy for the Wissahickon watershed, submitted to PA DEP and US EPA for review and approval.

Activities:

- Key results of recent and ongoing studies, water quality analyses and modeling efforts for the Wissahickon Creek watershed are compiled and evaluated to fully describe the problems causing the water quality impairments

- Develop and plan strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed
- Temple CSC implements a preliminary adaptive watershed monitoring program during the planning process (month 6) with a long-term plan developed and adopted by the Collaborative to assess water quality improvements going forward

MILESTONE 5

Within 3 years of the signing of the IGA or sooner, EFC and Collaborative develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- In coordination with Temple CSC work, costs of plan projects/programs and associated timelines identified
- Equitable funding strategy approved by Collaborative members reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

MILESTONE 6

By the beginning of the third year from the signing of the IGA or sooner, strategies developed and deployed to ensure education and outreach are completed to build support for the Alternative TMDL plan.

Activities:

- Lead by WVWA, residents of the Wissahickon Watershed are kept informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution.
- Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

MILESTONE 7

By the first quarter of the third year from the signing of the IGA or sooner, approved Alternative TMDL Plan process documented with benefits/lessons learned compiled and, led by PEC, information dissemination actively underway in the DRWI, Delaware Watershed and Pennsylvania.

Activities:

- TMDL Alternative Plan Draft Report compiled and presented to public and regulators for review with multi-municipal TMDL Alternative Plan Report finalized thereafter.
- PEC devises and initiates a process for documentation and dissemination of a successful Alternative TMDL process; recruits and contracts with a professional to document alternative TMDL process.
- PEC defines multi-municipal benefits and develops strategies to promote multi-municipal Alternative TMDL process elsewhere in the DRWI clusters, across the Delaware basin and throughout Pennsylvania. Robust dissemination implemented as evidenced by a minimum of

five (5) professional presentations, and three (3) articles published via print or electronic platforms.