

## ORDINANCE #J-122-2008

### INTERGOVERNMENTAL COOPERATION AGREEMENT FOR MULTI-MUNICIPAL PLANNING

THIS Intermunicipal Agreement, made by and between the **BOROUGH HALIFAX**, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the Borough" and the **TOWNSHIPS of HALIFAX, JEFFERSON, RUSH and WAYNE**, political subdivisions of the Commonwealth of Pennsylvania, hereinafter referred to as "the Townships, and all collectively referred to as the "Parties" or "Participating Municipalities" or "Participants". It is agreed and understood that the effective date of this agreement shall be the date that the final Participant signs the agreement.

**WHEREAS**, Article XI of the Pennsylvania Municipalities Planning Code, 53 Pa.C.S. §§ 11001 et seq., enables governing bodies of contiguous municipalities and the county or counties in which they are located to enter into intergovernmental cooperative agreements for the purposes of developing, adopting, and implementing a comprehensive plan for all or any part of the geographic area in which the participating municipalities are located.

**WHEREAS**, Article 9, Section 5 of the Constitution of the Commonwealth of Pennsylvania and the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. §§ 2301 et seq. (the "ICA"), give the governing bodies of Pennsylvania municipalities broad authority to cooperate with other municipalities in the exercise or delegation of any function, power, or responsibility.

**WHEREAS**, the Parties desire to jointly participate in the creation of a multi-municipal comprehensive plan, as authorized and outlined in Article XI of the Pennsylvania Municipalities Planning Code, 53 P.S. s. 11101-11107; and

**WHEREAS**, The Participants recognize the need for multi-municipal comprehensive planning and hereby establish a Planning Committee to develop a multi-municipal comprehensive plan for the Participants. Under the terms of this Planning Agreement, the Participants intend to work together to develop a multimunicipal comprehensive plan that can be adopted by all Participants and implemented through implementation agreements and the adoption by each Participant of generally consistent ordinances.

**NOW THEREFORE**, with the foregoing recital deemed an essential part hereof and incorporated herein, the Participants, intending to be legally bound, agree as follows:

#### **1. Establishment of the Committee.**

In order to promote the health, safety, morals, and the general welfare of their respective communities, and as an aide in exercising their police power, the Participants hereby establish the "The Valleys Regional Planning Committee" (the "Committee").

#### **2. Purpose of the Committee.**

The Committee is established for the sole and exclusive purpose to develop a draft of a multimunicipal comprehensive plan for the municipalities encompassed by the Participants (the Planning Area) pursuant to MPC Article III and Article XI.

### **3. Powers of the Committee.**

The Committee shall have the power to develop a draft update of the participants' respective comprehensive plans, with the anticipation of creation of a new multimunicipal comprehensive plan for the Planning Area in compliance with MPC Articles III and XI and the terms of this Agreement.

Unless authorized by the respective governing bodies of the Participants, and as also limited by its budget, the Committee's powers shall be limited to:

- (a) The selection and direction of officers and agents, including the services of a planning consultant, a legal consultant, and all necessary support services and supplies required to perform their functions;
- (b) Making application on behalf of itself or on behalf of any or all of the Participants to the Pennsylvania Department of Community and Economic Development for one or more Land Use Planning and Technical Assistance Program (LUPTAP) grants or to other sources for other funding;
- (c) Accepting grants from any Participant, any Federal agency, the Commonwealth, or its agencies, or any Person. The Committee will not be eligible to apply for grant funds, therefore it is expressly agreed and understood by the participants that a single municipality will need to apply for a grant, and any grant money or other contributions received by that Participant for the plan revision project shall be applied to the principal amount due to fund the Committees' budget, and shall equally reduce the obligation of all parties, regardless of which Party receives the grant.
- (d) Consultation with school districts, utilities, authorities, transportation, planning, watershed protection, or other services within the area of the plan. The Committee will also consult with and seek information and response from Commonwealth agencies and regional agencies who have interests in or activities within, nearby, or adjoining the area of the plan or that affect or may affect the area of the plan.
- (e) Creating and presenting to each municipality a draft update of the participants' respective comprehensive plans, with the anticipation of creation of a new multimunicipal comprehensive plan for the Planning Area.

### **4. Organization of the Committee.**

#### **(a) Membership.**

Each participant municipality shall appoint two regular Representatives (the "Representatives") to the Committee. It is recommended, but not required, that one representative be an elected official and one representative be a member of the planning commission. In addition, it is recommended, but not required, that each Participant appoint an Alternate Representative, who shall be encouraged to attend Committee meetings. The Alternate Representative shall be permitted to participate in all discussion and deliberation of the Committee business, but shall not have any voting power on any issue unless both of the regular members of the participating municipality are absent. The appointment of each Representative and Alternate (the Alternates") shall be in writing, certified by the Participant's secretary. Representatives and Alternates will serve without salary, but may be reimbursed for expenses incurred in the performance of their duties.

**(b) Membership Term.**

Each Representative and Alternate will serve at the pleasure of the appointing municipality, and the governing body of any Participant may replace any Representative or the Alternate at any time by official action properly taken and such replacement shall take effect immediately upon notice to the Committee.

**(c) Officers.**

The Officers of the Committee shall be a chairperson, and a vice-chairperson, who shall be elected from among the Representatives by the Representatives at the organizational meeting. The Committee shall also select a secretary, who may be a member of the Committee or a member of the staff of one of the Participants. Officers shall serve at the pleasure of the committee. No two officers (excluding the secretary) shall be from the same municipality.

**(d) Vacancies.**

Vacancies on the Committee will be filled by the Representative's Alternate, if any. In case no Alternate is named, the Participant shall appoint a new Representative.

**5. Meetings of the Committee.**

**(a) Meetings.**

The initial organizational meeting of the Committee will be held within sixty (60) days of the Effective Date of this Agreement. The Committee may meet as often as necessary to transact the business assigned to it. Each Participant agrees to appoint its first Representatives and any Alternate to the Committee not later than thirty (30) days after passage of its ordinance approving this Planning Agreement. All meetings of the Committee will be public meetings, pursuant to the provisions of The Sunshine Act, 65 Pa. C.S.A. § 701 et. seq. Public notice of all meetings will be given as required by applicable law.

**(b) Quorum.**

A quorum will consist of the presence of one representative from a majority of the Participants.

**(c) Voting.**

Regardless of the number of Representatives and Alternates present from each municipality, each municipality is entitled to one vote. Unless otherwise specified in this Planning Agreement, all action of the Committee will require the affirmative vote of a majority of the Participants. All votes will be recorded and will show the vote of each Participant.

**6. Public Participation, Communication, Consultation.**

**(a) Public Participation.**

One of the first tasks of the Committee following organization shall be the development and adoption of a plan for public participation throughout the planning area to assist the Committee in developing the plan. The Committee shall continually monitor the effectiveness of the public participation plan and make changes as necessary to insure maximum public knowledge of the planning process and public participation in that process.

## **7. Development of a Draft Multimunicipal Comprehensive Plan.**

### **(a) Schedule.**

The Committee shall work diligently to develop a draft multimunicipal comprehensive plan in accordance with MPC Articles III and XI. Guidelines and a preliminary list of tasks to be accomplished in developing the draft multimunicipal comprehensive plan are attached as Exhibit A. The Committee will establish a schedule for completing the draft multimunicipal comprehensive plan by assigning deadlines for the tasks deemed appropriate by the Committee.

### **(b) Delegation.**

The Committee may assign the gathering of data and information and other planning tasks to the Participants, their planning agencies, advisory bodies, and other persons.

### **(c) Contents of Plan.**

Based upon the results of the data and information obtained and evaluated by the Committee, the Committee will develop a draft comprehensive plan that incorporates all of the elements required by Articles III and XI of the MPC. The draft plan may include one or more designated growth areas, future growth areas, and/or rural resource areas.

### **(d) Preliminary Consistency Determination.**

The Plan shall include a section analyzing the land development ordinances of each Participant to determine whether the current ordinances are “generally consistent” with the proposals of the Plan.

When evaluating a Participant’s ordinances for “general consistency,” the Committee shall determine whether there is a “reasonable, rational, similar connection or relationship” between the land development ordinances of each Participant and the provisions of the Plan. The Committee shall also determine whether the Participant utilized similar data and projections in the development of its ordinances as were utilized by the Committee in developing the Plan. In making a preliminary consistency determination the Committee shall focus specifically on whether the goals, policies, and guidelines of the Plan are compatible with the location, types, densities, and intensities of currently permitted land uses and development parameters currently permitted by each Participant. If the Committee determines that material provisions of current land development ordinances are not generally consistent with the Plan, the Committee shall identify those provisions, specify the general nature of the inconsistency, and outline the general nature of the changes believed necessary to conform each Participant’s ordinances to the Plan.

### **(e) Specific Land Use Designations and Allocations.**

The Plan shall identify each municipality that is projected to have either specific limits on the type of development permitted, or that is projected to have specific obligations for identified development, and development densities, which will be required in order to be generally consistent with the Plan. If the Plan designates one or more growth areas, future growth areas, or rural resource areas, the Plan shall specify the size and location of each area. The plan shall also identify the municipalities involved in each planned use and the

approximate locations of the land uses relative to existing developed communities, roadways, soil types, natural features, etc.

The Plan shall identify mechanisms that may be required to implement the plan. The Plan should make it explicit that municipalities identified as hosts for specific land authorizations and restrictions are committing themselves to adopt ordinances implementing those provisions when they become Participants in the Plan. To the extent that the Plan excludes uses from one municipality, in reliance upon the fact that they are permitted and fostered in another municipality, the Plan should so state.

**8. Approval of the Draft Multimunicipal Comprehensive Plan by the Committee.**

When completed, the draft multimunicipal comprehensive plan will be considered by the Committee for approval. A unanimous vote of the Participants shall be required to approve the draft plan for circulation to the Municipalities.

**9. Review and Comment on the Draft Multimunicipal Comprehensive Plan.**

Upon approval of the draft multimunicipal comprehensive plan by the Committee, the Committee will:

- (a) Distribute a copy of the draft to the governing body of each participant for review and comment; and
- (b) Make the draft available to members of the public within the planning area.
- (c) Conduct public meetings on the draft in accordance with the plan for public participation established by the Committee.
- (d) Following the public meetings the Committee shall consider all recommendations and comments from the Participants as well as the recommendations and comments presented at the public meetings.
- (e) Before the Plan has been adopted by the governing body of any Participant, the Committee may make revisions to the draft plan as it deems necessary to address the recommendations and comments received, or otherwise.

**10. Final Committee Approval of the Plan.**

When all comments have been considered and amendments made, the Committee shall vote on the final Committee version of the Plan. A unanimous vote of the Participants shall be required to approve the final Committee version of the Plan.

**11. Submission of the Plan to the Participants for Approval.**

Upon approval of the final Committee version of the Plan, the Committee shall submit the Plan to the Participants. The governing body of each Participant shall vote on the Plan as submitted, in accord with the requirements of the MPC for approval of comprehensive plans. Upon approval of the Plan by the governing body of each Participant, the Plan shall become the comprehensive plan for that Participant.

**12. Committee Responsibilities After Plan Approval.**

Unless additional responsibilities are assigned to the Committee by all participating municipalities, the Committee shall terminate upon approval of the Plan by the governing

body of each Participant. Expenses incurred in subsequent work shall be paid by the participants in a like manner as set forth in Paragraph 13, below.

### **13. Financial Policies.**

#### **(a) Fiscal Year.**

The fiscal year of the Committee shall be the calendar year.

#### **(b) Budget.**

The Committee will act to approve the initial budget as soon as possible after the effective date of this Agreement. In the event that the work of the Committee shall extend into 2010, the Committee secretary shall transmit copies of the next proposed annual budget to each Participant no later than October 31, 2009. A Committee vote of 2/3 of the Participants shall be required to approve the budget. The Annual Budget will designate the share of expenses to be paid by each Participant in both dollar and percentage terms. Subsequent contributions shall be provided not later than February 1<sup>st</sup> of each subsequent calendar year beginning in 2010.

#### **(c) Financial Management.**

The Committee will adopt a financial management policy, including procedures for approval of expenditures. One of the Participants shall be designated to provide financial management services to the Committee. The Managing Participant shall keep full account of all receipts and expenses.

#### **(d) Records.**

The Committee will maintain and keep records of all receipts and disbursements, which records will be audited annually by a certified public accountant. A copy of each annual audit will be furnished to each Participant and each participating organization.

### **14. Future Funding.**

If necessary, the Participants will contribute to the expenses and obligations of the Committee according to a formula to be mutually agreed upon at such time as it becomes necessary.

### **15. Withdrawal.**

(a) Any Participant may voluntarily withdraw from participation in this Planning Agreement, at any time, provided that the Participant shall give at least 90 days written notice to the Committee secretary and to each other Participant.

(b) The withdrawal of a Participant from this Planning Agreement shall not terminate the Planning Agreement among the remaining Participants.

(c) Upon the withdrawal of a Participant the remaining members of the Committee shall assess the impact of the withdrawal on the Plan as it exists at that time. The Committee shall make recommendations to the remaining Participants for any amendments to the Plan, or implementing ordinances, made necessary by the withdrawal of the former member.

- (d) Upon withdrawal of a Participant, responsibility for debt incurred by the Committee prior to the time of withdrawal must be paid according to the formula addressed in Article 14.

**16. Local Planning by Participants.**

Each Participant shall retain its own municipal planning commission, and each Participant will retain responsibility for the review of all matters relating to lot line changes, subdivision, land development, and all other matters of land use regulation, planning, or zoning under the MPC.

**17. Dispute Resolution.**

A dispute or claim over the rights or obligations, performance, breach, termination or interpretation of this Planning Agreement, the Plan or any other matter, action, claim, dispute, question or issue arising under the terms of this Planning Agreement not otherwise resolved between or among Participants and/or one or more Participants and the Committee may be resolved as follows:

- (a) The disputing parties agree to first discuss and negotiate in good faith in an attempt to resolve the dispute amicably and informally.
- (b) If the dispute cannot be settled through direct discussions and good faith negotiations, the disputing parties agree that, upon written notice by one of the disputing parties to the other or others, they will endeavor to settle the dispute in an amicable manner by mediation utilizing the auspices of the County, the American Arbitration Association or such other mediation agency as the parties may agree. Unless otherwise agreed, costs of mediation will be shared equally by the disputing parties.

**18. Amendment of Planning Agreement.**

This Planning Agreement may be amended by unanimous vote of the Participants. Prior to any action being taken with respect to an amendment, the amendment shall be presented to and considered by the Committee. A written notice of each proposed amendment shall be given to each Participant and to each Representative serving on the Committee at least 30 days prior to the scheduled Committee meeting date at which time such proposed amendment is to be considered. The notice shall contain a summary of the substance of each proposed amendment. The Committee shall make a recommendation to the Participants concerning the proposed amendment. No amendment shall be effective until approved by the governing bodies of all Participants.

**19. Addition of Participants.**

Any other municipality that did not participate in the original establishment of the Committee may apply in writing to the Committee for admission as a Participant. A municipality seeking to participate in the multimunicipal planning process shall indicate its willingness to adopt an ordinance approving this Agreement, perform any applicable terms or conditions required for entry into this Agreement, and comply with this Agreement. The addition of new municipal members to the Agreement shall be by Amendment to the Agreement as set forth above. An

additional Participant, once qualified, will be a Participant for all purposes of this Planning Agreement.

**20. Execution, Effective Date, and Term.**

- (a) To enter into this Planning Agreement, the governing body of a Participant must adopt an ordinance approving this planning agreement, with the signature of the President/Chairman of Governing Body and attestation of the secretary or assistant secretary of such Participant, and the seal of the Participant affixed hereto. Such adoption should occur prior to September 30, 2008 in order to meet application deadlines.
  
- (b) This Planning Agreement will become effective on the first day of the calendar month immediately following due adoption by all Participants of an ordinance approving this Planning Agreement (the "Effective Date") and signing this document. In the event less than all Participants pass approving ordinances, this Planning Agreement will be deemed automatically amended to name only those Participants whose governing bodies have passed an ordinance approving this planning agreement.
  
- (c) This Agreement will remain in effect until completion of the assigned task as set forth in Paragraph 12 of this agreement, or upon termination by the written consent of a majority of the Participants. Upon termination or dissolution, the assets remaining to the Committee, after all expenses and liabilities are paid in full, shall be divided among the Participants in the same proportion as the Participants shared the expenses of the Committee immediately prior to termination or dissolution.

**21. Miscellaneous.**

**(a) Assignment.**

This Planning Agreement may not be assigned by any Participant. The Committee may delegate or assign its duties hereunder in accordance with policies and procedures adopted by the Committee or to consultants, advisors, experts, or other persons as determined appropriate by the Committee.

**(b) Severability.**

The unenforceability or invalidity of any provision of this Planning Agreement will not affect the enforceability or validity of any other provision.

**(c) Counterparts.**

This Planning Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

**(d) Governing Law.**

This Planning Agreement will be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.



*[Signature]*  
\_\_\_\_\_  
Chairman, Board of Supervisors

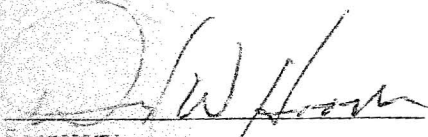
**TOWNSHIP OF WAYNE**

*[Signature]*  
\_\_\_\_\_  
Chairman, Board of Supervisors

IN WITNESS WHEREOF intending to be legally bound the parties hereto, by their representatives duly authorized by ordinance, have set their hands and seals the day and year so written.

**BOROUGH OF HALIFAX**

ATTEST:

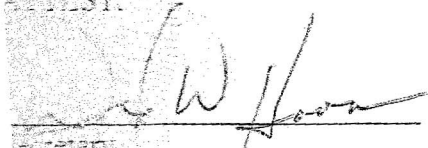
  
Secretary

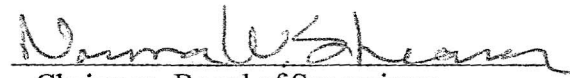
  
President of Council

Date \_\_\_\_\_

**TOWNSHIP OF HALIFAX**

ATTEST:

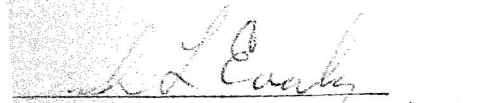
  
Secretary


  
Chairman, Board of Supervisors

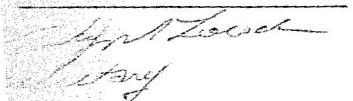
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**TOWNSHIP OF JEFFERSON**

ATTEST:

  
Planning Commission  
Chairman

  
Chairman, Board of Supervisors

  
Secretary