

ORDINANCE NO. 07-02

AN ORDINANCE OF THE TOWNSHIP OF UNION, UNION COUNTY, PENNSYLVANIA, PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE PLANNING AGREEMENT BY AND BETWEEN THE TOWNSHIP OF UNION AND THE TOWNSHIP OF BUFFALO, TOWNSHIP OF LIMESTONE, BOROUGH OF MIFFLINBURG, BOROUGH OF NEW BERLIN AND TOWNSHIP OF WEST BUFFALO, ALL OF UNION COUNTY, PENNSYLVANIA, FOR THE DEVELOPMENT OF A MULTI-MUNICIPAL COMPREHENSIVE PLAN.

Be it enacted and ordained by the Board of Supervisors of the Township of Union, Union County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same, as follows:

Section 1. The Board of Supervisors believes that it is in the best interest and welfare of the Township, its citizens, other municipalities and their citizens to enter into an Intergovernmental Cooperative Planning Agreement ("Cooperative Planning Agreement") with the Townships of Buffalo, Limestone and West Buffalo, Union County, Pennsylvania, and the Boroughs of Mifflinburg and New Berlin, Union County, Pennsylvania, to provide for the preparation and adoption of a multi-municipal Comprehensive Plan cooperatively with the said municipalities and Union County, Pennsylvania.

Section 2. The specific terms, conditions and provisions of the Cooperative Planning Agreement, including, but not limited to, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed and disposed of, are set forth in the proposed Multi-Municipal Planning Agreement by and between the Township of Buffalo, the Township of Limestone, the Borough of Mifflinburg, the Borough of New Berlin, the Township of Union and the Township of West Buffalo, a copy of which is attached hereto, and are made a part hereof.

Section 3. The proper officers of the Township of Union are authorized and directed to execute and deliver the attached Multi-Municipal Planning Agreement.

Section 4. All ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed.

Section 5. This Ordinance shall become effective five (5) days after enactment.

ENACTED AND ORDAINED as an Ordinance of the Township of Union, Union County, Pennsylvania, this 4th day of September, 2007

ATTEST:

Shirley L. Doyle
Shirley L. Doyle, Township Secretary

TOWNSHIP OF UNION:

By: R. Nelson Poe
R. Nelson Poe, Chairman

Thomas R. Reitz
Thomas R. Reitz, Supervisor

K. Palmer Felme
K. Palmer Felme, Supervisor

MULTI-MUNICIPAL PLANNING AGREEMENT

This intergovernmental cooperation agreement for multi-municipal planning dated this _____ day of _____, 2007, by and among the following municipalities, hereinafter referred to as the Participants:

Buffalo Township, Union County, Pennsylvania
Limestone Township, Union County, Pennsylvania
Mifflinburg Borough, Union County, Pennsylvania
New Berlin Borough, Union County, Pennsylvania
Union Township, Union County, Pennsylvania
West Buffalo Township, Union County, Pennsylvania

Section 1: Authority

- A. Article XI of the Pennsylvania Municipalities Planning Code, 53 Pa.C.S. §§11001 et seq. (hereinafter referred to as the "MPC"), enables governing bodies of municipalities and the county or counties in which they are located to enter into intergovernmental cooperative agreements for the purpose of developing a multi-municipal comprehensive plan for the geographic area in which the participating municipalities are located.
- B. 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.

Section 2: Purpose

- A. The Participants desire to preserve and enhance community quality of life, encourage beneficial growth and development, conserve valuable natural resources, effectively establish public infrastructure integral to achieving these objectives, and enhance local land use and development regulations;
- B. The Participants recognize that such objectives are best pursued by cooperative involvement of municipalities in the region. Therefore, this Agreement is established to develop a multi-municipal comprehensive plan (hereinafter referred to as the "Plan") for the geographic area encompassed by the Participants (the "Planning Area") pursuant to MPC Article III and Article XI; and
- C. Under the terms of this Planning Agreement, the Participants intend to work together to develop a Plan that can be adopted by all participants.
- D. Now therefore, with the foregoing recital deemed an essential part hereof and incorporated herein, the Participants, intending to be legally bound, agree as follows:

Section 3: Powers and Scope of Authority

This agreement provides authority for the Participants, collectively and cooperatively, to develop the Plan for the Planning Area in compliance with MPC Articles III and XI and the terms of this Agreement, and to do all acts and things necessary or convenient to carry out the purpose of this Agreement. Consistent with the terms of this Agreement, and as limited by their budget, the Participants, collectively and cooperatively, shall have but not be limited to the following power:

- A. To develop the Plan; and
- B. To work with Union County in development of the Plan consistent with the terms and conditions of funding agreements and contracts obtained to provide financial assistance to the development of the Plan from various state, federal, and other agencies.

The powers and authorities herein conferred shall not usurp the powers, duties, and authorities of the individual Participants and their governing bodies and planning commissions in matters outside of the Plan and the scope of this agreement.

Section 4: Steering Committee

A Steering Committee is hereby established for the purposes of overseeing, providing direction, and promoting coordination and cooperation between Participants in the preparation of the Plan. The Steering Committee shall:

- A. Membership - Consist of two representatives from each Participant including one appointed from the Participant's elected governing body and one appointed from the Participant's planning commission or, where no planning commission exists, a citizen at-large appointed by the governing body. In addition, each Participant shall appoint an Alternate Representative, who shall be encouraged to attend Committee meetings. The appointment of each Representative and Alternate shall be in writing, certified by the Participant's secretary. Representatives and Alternates will serve without compensation.
- B. Officers - Elect a chairperson to preside over meetings and a vice chairperson to assist the chairperson and preside in his/her absence.
- C. Meetings - Meet periodically during the preparation of the Plan and conduct business in accordance with accepted rules and procedures.
 - 1. Number – The Committee may meet as often as necessary to transact the business assigned to it
 - 2. Public Meetings- The 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 provided by applicable law.
 - 3. Quorum – A quorum will consist of a majority of Committee members in attendance.
 - 4. Voting – Each Participant is entitled to one vote. Unless otherwise specified in this Planning Agreement, an 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.
- D. Organizational Meetings – Hold the initial organizational meeting within sixty (60) days of the effective date of this Agreement. Each Participant agrees to appoint its Representatives to the Committee not later than thirty (30) days after passage of its ordinance approving the Planning Agreement
- E. 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.
- F. Delegation – The Committee may assign the gathering of data and information and other planning tasks to the Participants, their planning agencies, advisory bodies, staff and other persons.

- G. Contents of the Plan – Based upon the results of the data and information obtained and evaluated by the Committee, in coordination with the County and the consultant team, develop a draft 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.
- H. Preliminary Consistency Determination – Evaluate the Plan and existing land use 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 ordinances of each Participant and the provisions of 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 land uses and development parameters currently permitted by each Participant.
- I. Specific Land Use Designations and Allocations – Ensure the Plan identifies 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 designated one or more growth areas, future growth areas, or rural resource areas, the Committee shall ensure the Plan specifies the size and location of each area and that the Plan also identifies the municipalities involved in each planned use and the approximate locations of the land uses relative to existing development, communities, roadways, soil types, natural features, etc.

Section 5: Public Participation

The Participants shall, in cooperation with and facilitated by Union County and the Union County Planning Commission, provide means in addition to the Steering Committee, for broad input and participation in preparation of the Plan by public organizations and individuals with a stake in the Plan. Such participation shall meet specific terms of the MPC and the Scope of Work developed by Union County and the Participants regarding consultations, notices, procedures, organizations to be involved, etc. This will include but not be limited:

- A. Regular communication and coordination among the Participants, interested organizations, residents of participating municipalities, agencies and members of the public that may affect or be affected by the Plan.
- B. Consultation with school districts, utilities, authorities, and special districts providing education, water, sewer, transportation, planning, or other services within the area of the Plan including obtaining information and response from Commonwealth agencies and regional agencies that have interests in activities within, nearby, or adjoining the area of the Plan or that affect or may affect the area of the Plan.

Section 6: Plan Adoption and Amendment

A. Approval of the Draft Plan by the Committee - When completed, the draft Plan will be considered by the Committee for approval. A unanimous vote of the Participants shall be required to approve the draft Plan for publication.

B. Review and Comment on the Draft Plan by the Committee - Upon approval of the draft Plan by the Committee, the Committee and the county will:

- 1. Distribute a copy of the draft to the governing body of each Participant for review and comment;

2. Make the draft available to members of the public within the planning area;
3. Conduct public meetings/outreach on the draft in accordance with the Plan for public participation established by the Scope of Work for the Plan;
4. Following the public meetings/outreach the Committee shall consider all recommendations and comments from the Participants as well as the recommendations and comments presented at the public meetings; and
5. 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.

C. 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.

D. 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.

E. Approval by the Participants - The governing body of each Participant may adopt the Plan as prepared in accordance with the requirements of the MPC for adoption of comprehensive plans. Upon adoption of the Plan by the governing body of each Participant, the Plan shall become the comprehensive plan for that Participant. The governing body of each Participant may amend the Plan in accord with the requirements of the MPC for amendment of multi-municipal comprehensive plans, the procedures set forth in the Plan for the same, and as per any subsequent implementation agreements that are developed by the participants. It is understood that failure of any Participant to adopt the Plan or uniformly amend the Plan may result in loss or voiding of all or part(s) of the legal effects of comprehensive plans as provided in the MPC.

Section 7: Finances

The Participants shall share any costs necessary for the execution of this Agreement and preparation of the Plan on a proportional basis equal to the proportion of each Participant's population to the total population of all the Participants. It is understood that Union County and the Union County Planning Commission will be supporting the development of the Plan with in-kind staff contributions, cash and grant funding. Each Participant will contribute cash as follows: Buffalo Township \$3,500; Limestone Township \$1,800; Mifflinburg Borough \$3,800; New Berlin Borough \$1,000; Union Township \$1,600; and West Buffalo Township \$3,000.

Section 8: Role of the County

The County will:

- A. Facilitate all meetings of the Steering Committee;
- B. Provide the Steering Committee with staff expertise;
- C. Contract with consultants to assist with the preparation of the Plan;
- D. Administer grants and other finances;

- E. See that the advice and recommendations of the Steering Committee are carefully considered and incorporated into the Plan; and
- F. Provide all Geographic Information System mapping components of the Plan development.

Section 9: Amendment of Planning Agreement

This agreement may be amended by unanimous consent of the Participants indicated via approval action of each of the Participants' governing bodies. Prior to 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.

Section 10: Local Planning by Participants

Each Participant may retain its own planning department, agency, or commission. Except as otherwise provided herein, 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, and zoning under the MPC.

Section 11: Dispute Resolution

A dispute or claim over the rights or obligations, performance, breach, termination or interpretation of this Agreement, the Plan, or any other matter, action, claim, dispute question, or issues arising under the terms of this 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.

Section 12: Addition of Participant(s)

Any municipality contiguous to Planning Area that did not participate in the original establishment of this Agreement may become a Participant in this Agreement by amendment of the Agreement as set forth above. Any Participant added by this process must bear and pay for any costs directly and fully associated with changes and/or additions to a Plan in progress or amendment of a Plan adopted, unless otherwise agreed by the Participants party to the Agreement prior to the addition.

Section 13: Withdrawal of Participant(s)

A Participant may voluntarily or automatically withdraw from participation in this Agreement as follows:

- A. A Participant may voluntarily withdraw from this Agreement upon written notice to each of the other Participants provided that the other Participants are given at least sixty (60) days written notice of such withdrawal.
- B. Any Participant whose governing body does not adopt the Plan within three (3) months of submission or amend the Plan in agreement and uniformity with other Participants shall be deemed to have automatically withdrawn from this Agreement.
- C. The withdrawal of a Participant from this Agreement shall not terminate the Agreement among the remaining Participants.
- D. A Participant that withdraws will be responsible for its share of expenses and obligations incurred during, arising from, or related to its term of participation and any added expenses incurred by the other Participants as a result of modifications that need to be made to the Plan arising from the withdrawal.
- E. 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.

Section 14: Execution, Effective Date & Term

- A. To enter into this Agreement, the governing body of a Participant must adopt an ordinance approving this Agreement, substantially in the form of Exhibit A, attached hereto, and the chief executive officer of such Participant must execute this Planning Agreement, with the attestation of the secretary of such Participant, and the seal of the Participant affixed hereto.
- B. This Agreement will become effective on the first day of the calendar month immediately following due adoption by all Participants of an ordinance approving this Agreement (the "Effective Date"). In the event less than all Participants pass an approving ordinance, this Agreement will be deemed automatically amended to name only those Participants whose governing bodies have passed an ordinance approving this agreement.
- C. This Agreement will remain in effect until terminated by the written consent of at least three fourths (3/4) of the Participants. Upon termination or dissolution, any acquired assets, 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 related to this Agreement immediately prior to termination or dissolution.

Section 15: Miscellaneous

- A. Assignment – This Agreement may not be assigned by any Participant. This 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 by the Committee and Union County.
- B. Severability – The unenforceability or invalidity of any provision of this Agreement will not affect the enforceability or validity of any other provision.
- C. Counterparts – This 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 agreement.

- D. Expenses – Each Participant will pay all costs and expenses incurred or to be incurred by it in negotiation and preparing this Agreement and in carrying out the transactions contemplated by this Agreement to be performed on the part of the Participant.
- E. Governing Law – This Agreement will be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.
- F. Headings – The subject or section headings in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

In Witness Whereof, the Participants, intending to be legally bound hereby, have caused this Intergovernmental Cooperation Agreement to be subscribed, as of the date set forth under the duly authorized signature of each Participant

Larry Berger, Secretary	Joseph Wise, Chairman	Date
Judy Christ, Secretary	Troy Bowersox, Chairman	Date
Margaret Metzger, Secretary	Michael Snook, President	Date
Rebecca Witmer, Secretary	Christopher Janzen, President	Date
Shirley Doyle, Secretary	R. Nelson Poe, Chairman	Date
Robert Valentine, Secretary	David Galer, Chairman	Date