

NORTHERN TIER COALITION
SUSQUEHANNA COUNTY

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
MULTI-MUNICIPAL PLANNING**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT FOR MULTI-MUNICIPAL PLANNING is hereby made by and among the following municipalities (collectively, the Participating Municipalities):

Apolacon Township	Franklin Township	Little Meadows Borough
Bridgewater Township	Friendsville Borough	Middletown Township
Choconut Township	Jessup Township	Rush Township
Forest Lake Township	Liberty Township	Silver Lake Township

BACKGROUND

- A. The local officials of the above municipalities have come together to plan for the future growth and development of their communities, and this agreement formalizes their cooperative effort.
- B. Article XI of the Pennsylvania Municipalities Planning Code, 53 Pa.C.S. N 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.
- C. Article 9, section 5 of the Constitution of the Commonwealth of Pennsylvania and the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. N 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.
- D. The Participating Municipalities recognize the need for multi-municipal comprehensive planning and hereby establish the Northern Tier Coalition Planning Committee to develop a multi-municipal comprehensive plan for the Participating Municipalities. Under the terms of this Planning Agreement, the Participating Municipalities intend to work together to develop a multi-municipal comprehensive plan that can be adopted by all Participating Municipalities and implemented through implementation agreements and the adoption by each Participating Municipalities of generally consistent ordinances.

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

Section 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 Participating Municipalities hereby establish the Northern Tier Coalition Planning Committee (the "Committee").

Section 2 - Purpose of the Committee.

The Committee is established to develop a multi-municipal comprehensive plan for the geographic area encompassed by the Participating Municipalities (the planning area) pursuant to MPC Article III and Article XI.

Section 3 - Powers of the Committee.

The Committee shall have the power to develop a multi-municipal comprehensive plan for the Northern Tier Coalition planning area in compliance with MPC Articles III and XI and the terms of this Agreement. The Committee is empowered to do all acts and things necessary or convenient for the promotion of the Committee's

business and to carry out the purpose of this Planning Agreement. Consistent with the terms of this Agreement, and as limited by their budget, the Committee's powers shall include:

- 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 Participating Municipalities 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 Participating Municipalities, any Federal agency, the Commonwealth, or its agencies, or any Person.
- D. Any other duty as authorized by resolutions adopted by the Governing Body of all Participating Municipalities.

Section 4 - Organization of the Committee.

A. Membership.

Each Participating Municipality shall appoint one regular Representative to the Committee. In addition, each Participating Municipality shall appoint an Alternate Representative, who shall be encouraged to attend Committee meetings. Representatives and Alternate Representatives shall be members of the Governing Body of the appointing municipality. The appointment of each Representative and Alternate shall be in writing, certified by the Participating Municipality's Secretary. Representatives and Alternates will serve without salary, but may be reimbursed by their appointing municipality for expenses incurred in the performance of their duties.

B. Bylaws.

The Committee shall adopt and may amend as deemed necessary by the Committee, bylaws which shall govern the designation and election of officers, terms, vacancies, quorum, voting, subcommittees, and other administrative and operational aspects of the Committee.

Section 5 - Meetings of the Committee.

A. Number.

The Committee may meet as often as necessary to transact the business assigned to it.

B. 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.

Section 6 - Public Participation, Communication, Consultation

A. Public Participation.

The Committee shall develop and adopt 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.

B. Communication.

The Committee will provide the means to and will maintain regular communication and coordination among the Representatives and Participating Municipalities.

C. Consultation.

The Committee may consult with school districts, utilities, authorities and special districts providing education, water, sewer, transportation, planning 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.

Section 7 - Development of a Draft Multi-Municipal Comprehensive Plan.**A. Contents of Plan and Schedule.**

The Committee shall develop a draft multi-municipal comprehensive plan in accordance with MPC Articles III and XI and will establish a schedule for completing the draft multi-municipal comprehensive plan by assigning deadlines for the tasks identified in the executed PA DCED LUPTAP contract and other tasks deemed appropriate by the Committee.

B. Delegation.

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

Section 8 - Approval of the Draft Multi-Municipal Comprehensive Plan by the Committee.

When completed, the draft multi-municipal comprehensive plan will be considered by the Committee for approval. A Committee vote of seventy-five percent of all twelve of the Participating Municipalities shall be required to approve the draft plan for publication.

Section 9 - Review and Comment on the Draft Multi-Municipal Comprehensive Plan.

Upon approval of the draft multi-municipal comprehensive plan by the Committee, the Committee will:

- A. Distribute a copy of the draft to the governing body of each Participating Municipality for review and comment.
- 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 Participating Municipalities 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 Participating Municipalities, the Committee may make revisions to the draft plan as it deems necessary to address the recommendations and comments received, or otherwise.

Section 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 Committee vote of at least seventy-five percent of all twelve of the Participating Municipalities shall be required to approve the final Committee version of plan.

Section 11 - Submission of the Plan to the Participating Municipalities for Approval.

Upon approval of the final Committee version of the Plan, the Committee shall submit the Plan to the Participating Municipalities. The governing body of each Participating Municipality shall vote on the Plan as submitted in ac-

cord with the requirements of the MPC for approval of Comprehensive Plans. Upon approval of the Plan by the governing body of each Participating Municipality, the Plan shall become the comprehensive plan for that Participating Municipality.

Section 12 - Committee Responsibilities after Plan Approval.

The Committee will have the continuing responsibility for monitoring the maps, information and data on present conditions within the planning area and evaluating forecasts and projections of potential or future conditions with respect to the Plan and reporting material changes which may affect the Plan to the Participating Municipalities. The Committee may also recommend revisions and amendments to the Plan to the Participating Municipalities, and perform the periodic reviews and updates of the Plan as mandated by the MPC. The Committee shall have additional responsibilities for implementing the Plan as more fully set forth in the Implementation Agreement.

Section 13 - Initial Funding.

It is understood and agreed that the Participating Municipalities will make the initial payment as previously committed by resolution of each governing body by May 15, 2003.

Section 14 - Financial Policies.

A. Fiscal year.

The fiscal year of the Committee shall be October 1 to September 30.

B. Financial Management.

The Committee will adopt a financial management policy, including procedures for approval of expenditures, internal controls and safeguards for Committee funds. In the alternative, if seventy-five percent of all twelve of the Participating Municipalities agree, one of the Participating Municipalities may provide financial management services to the Committee as an in-kind contribution.

C. Records.

The Committee will maintain and keep records of all receipts and disbursements which records will be audited annually by an independent ad hoc committee appointed by the Committee.

Section 15 - Withdrawal

It is understood and agreed that the Participating Municipalities shall not withdraw from this Planning Agreement or the Committee until the completion of the comprehensive planning process and the Plan has been submitted to the Participating Municipalities in accord with Section 11. Withdrawal following the said Plan submission shall be governed by the following provisions:

A. Voluntary Withdrawal

Any Participating Municipality may voluntarily withdraw from participation in this Planning Agreement, as of September 30th of any year, provided that written notice is given to the Committee secretary and to each other Participating Municipality no later than the preceding July 1.

B. Deemed Withdrawal

Any Participating Municipality whose governing body does not adopt the Plan within four months of submission shall be deemed to have automatically withdrawn from this Planning Agreement and the Committee. The effective date of such withdrawal shall be determined by a Committee vote of a majority of the remaining Participating Municipalities.

C. Financial Responsibility

A Participating Municipality that withdraws will be responsible for its share of expenses and obligations incurred during, arising from, or related to its term of participation in the Committee.

D. Agreement Continues

The withdrawal of a Participating Municipality from this Planning Agreement shall not terminate the Planning Agreement among the remaining Participating Municipalities. Upon the withdrawal of a Participating Municipality 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 Participating Municipalities for any amendments to the Plan, or implementing ordinances, made necessary by the withdrawal of the former member.

Section 16 - Local Planning by Participating Municipalities.

Each Participating Municipality may retain its own municipal planning department, agency, or commission. Except as otherwise provided herein, each Participating Municipality 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.

Section 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 Participating Municipalities and/or one or more Participating Municipalities 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 18 - Amendment of Planning Agreement.

This Planning Agreement may be amended by unanimous vote of the Participating Municipalities. 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 Participating Municipalities and to each Representative serving on the Committee at least thirty days prior to the scheduled Comittee 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 Participating Municipalities concerning the proposed amendment. No amendment shall be effective until approved by the governing bodies of all Participating Municipalities.

Section 19 - Execution, Effective Date and Term.**A. Ordinance**

To enter into this Planning Agreement, the governing body of a Participating Municipality must adopt an ordinance approving this planning and the chief elected official of such Participating Municipality must execute this Planning Agreement, with the attestation of the secretary or assistant secretary of such Participating Municipality, and the seal of the Participating Municipality affixed thereto.

B. Effective Date

This Planning Agreement will become effective upon the adoption by all Participating Municipalities of an ordinance approving this Planning Agreement. In the event less than all Participating Municipalities pass an approving ordinances, this Planning Agreement will be deemed automatically amended to name only those Participating Municipalities whose governing bodies have passed an ordinance approving this planning

agreement.

C. Termination

This Agreement will remain in effect until terminated by the written consent of at least seventy-five percent of the then Participating Municipalities. Upon termination or dissolution, the assets remaining to the Committee, after all expenses and liabilities are paid in full, shall be divided among the Participating Municipalities in the same proportion as the Participating Municipalities shared the expenses of the Committee immediately prior to termination or dissolution.

Section 20 - Miscellaneous.

A. Assignment.

This Planning Agreement may not be assigned by any Participating Municipalities. 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. Expenses.

Each Participating Municipalities will pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Planning Agreement and in carrying out the transactions contemplated by this Planning Agreement to be performed on the part of the Participating Municipalities.

E. Governing Law.

This Planning 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 Planning 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 Participating Municipalities, intending to be legally bound hereby, have caused this Planning Agreement to be subscribed, as of the date set forth under of the duly authorized signature of each such Participating Municipalities.

ADOPTED BY ALL NORTHERN TIER COALITION MUNICIPALITIES