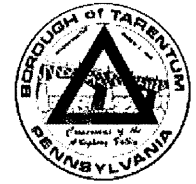


BOROUGH OF TARENTUM

Allegheny County, Pennsylvania



ORDINANCE #18-06

ORDINANCE OF THE BOROUGH OF TARENTUM, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR RETAINING A PROFESSIONAL SERVICES COMPANY TO PREPARE A MULTI-MUNICIPAL COMPREHENSIVE PLAN.

WHEREAS, the Municipalities Planning Code, 53 P.S. §§ 10101 -- et seq., and the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §§ 2301 -- et seq., provides for boroughs and townships to enter into contracts with nearby municipalities to carry out land use planning functions; and

WHEREAS, the Borough of Tarentum, County of Allegheny, Commonwealth of Pennsylvania, has agreed to join with Brackenridge Borough and Harrison Township in retaining a professional services company to review and prepare a Multi-Municipal Comprehensive Plan, according to the terms set forth in the Agreement attached hereto as Exhibit A; and

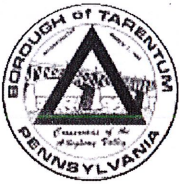
WHEREAS, the Council of Tarentum Borough finds that a cooperative effort with Brackenridge Borough and Harrison Township as described in the said Agreement is the most effective and efficient method of preparing a single, joint comprehensive plan ("Multi-Municipal Comprehensive Plan" or "Plan").

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by Council of the Borough of Tarentum, and it is hereby ordained and enacted by authority of same as follows:

Section 1. The proper officers of the Borough are authorized and directed to execute an Agreement with Brackenridge Borough and Harrison Township for the retention of a professional services company to review and prepare a Multi-Municipal Comprehensive Plan, such Agreement to be in the form attached hereto as Exhibit A and to take all actions and execute all documents as necessary to implement and effectuate such Agreement.

Section 2. Pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. 2307, the following are specified:

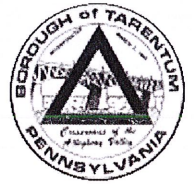
1. The conditions of the Agreement are set forth in Exhibit A.
2. The duration of the term of the Agreement is set forth in Exhibit A.
3. The purposes and objectives of the Agreement, including the powers and scope of authority delegated in the Agreement, are set forth in Exhibit A.
4. The manner and extent of financing the Agreement are set forth in Exhibit A and include appropriations of funds by the governing bodies of participating municipalities.
5. The organizational structure necessary to implement the Agreement is set forth in Exhibit A.
6. The manner in which real or personal property is to be acquired, managed, licensed or disposed of is set forth in Exhibit A.



BOROUGH OF TARENTUM

Allegheny County, Pennsylvania

ORDINANCE #18-06



7. The entity created shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees to the extent provided for in Exhibit A.

Section 3. Any ordinance or part of an ordinance conflicting or inconsistent with the provisions of this Ordinance is hereby repealed to the extent of such conflict or inconsistency.

Section 4. If any section, part, sentence or clause of this Ordinance is held for any reason to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall be effective upon adoption by Borough Council.

IN WITNESS WHEREOF, this Ordinance is duly Ordained and Enacted by the Council of the Borough of Tarentum at a public meeting held this 27th day of December, 2018.

ATTEST:

BOROUGH OF TARENTUM

Michael L. Nestico, Borough Manager

Erika Josefowski, President of Council

EXAMINED AND APPROVED by me this 27th day of December, 2018.

David A. Regoli, Esq., Solicitor

Eric Carter, Mayor

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
MULTI-MUNICIPAL COMPREHENSIVE PLAN UPDATE

THIS AGREEMENT made and entered into as of this ____ day of _____, 2018, by and among the BOROUGH OF BRACKENRIDGE, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “Brackenridge”; the TOWNSHIP OF HARRISON, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “Harrison”; and the BOROUGH OF TARENTUM, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “Tarentum”; hereinafter referred to individually as “Municipality” or “Party” and collectively as “Municipalities” or “Parties.”

WHEREAS, as required by the Municipalities Planning Code, 53 P.S. §§ 10101, *et seq.*, the Municipalities are required to prepare an update to their respective comprehensive plans;

WHEREAS, the Municipalities wish to retain a professional services company to prepare a joint update to their comprehensive plans and share the costs associated with the same;

WHEREAS, cooperation among Brackenridge, Harrison, and Tarentum in retaining services for the review and preparation of a comprehensive plan is authorized by the Municipalities Planning Code and Intergovernmental Cooperation Act;

NOW, THEREFORE, with the intention to be legally bound hereby, it is hereby agreed by and among the Parties hereto as follows:

1. In consideration of the mutual covenants and promises, as hereinafter set forth, the Parties hereto covenant and agree that, beginning on January 1, 2019 and continuing until July 1, 2020, or until such time as a new Comprehensive Plan is adopted by the Parties, the Parties shall cooperate in retaining a professional services company to review each Municipality’s

comprehensive plan and to prepare a single, joint comprehensive plan of all of the Municipalities.

The Parties shall also have such duties that include but are not be limited to the following:

- a. Retaining a professional services company to review each Municipality's comprehensive plan, to prepare a single, joint comprehensive plan for all of the Municipalities to utilize, and perform any necessary tasks associated therewith;
- b. Sharing costs associated with compensating the retained professional services company for the review and preparation of a single, joint comprehensive plan , as well as the performance of any necessary tasks associated therewith;
- c. Selecting a Steering Committee comprised of the following: at least one (1) but no more than four (4) representatives of Brackenridge Borough; at least one (1) but no more than eight (8) representatives of Harrison Township; and at least one (1) but no more than five (5) representatives of Tarentum Borough;
- d. Sharing costs associated with publication of newspaper advertising, court reporting for hearings, hosting public meetings and/or hearings and other similar administrative costs incurred in the comprehensive plan review and update process; and
- e. Jointly designating a person or persons to prepare and file for grants in connection with the comprehensive plan review and update process.

2. Steering Committee. This Agreement provides certain authority of the Parties to cooperatively procure and develop a Comprehensive Plan(s) through a Steering Committee ("Committee") in accordance with the terms of this Agreement. The powers and authorities herein conferred shall not usurp the powers, duties, and authorities of the Parties, their governing bodies, or respective Commission or Boards in matters outside of the scope of this Agreement.

- a. Committee members shall serve at the pleasure of the Council, Board or Planning Commission which appointed him or her.
- b. Committee shall abide by applicable Pennsylvania law and regulations.
- c. Committee may adopt such policies to facilitate the orderly operations of the Committee.

- d. Committee shall submit its meeting minutes to the Parties and/or its designees.

3. Professional Fee/Cost Sharing.

- a. The Committee and its activities shall be operated with funds provided by the Parties and such other grants or funding as may be available. Harrison shall serve as the agent for payment of Committee expenses generally with reimbursement by the other Parties pursuant to the terms as the Parties may agree. The Committee shall seek to operate using grant monies whenever possible.
- b. Grant applications will be coordinated by Harrison, unless another entity or third party is recommended by the professional services company retained. Regardless of who serves as coordinator of grant applications, all Parties to this Agreement agree to cooperate, provide information for and assist in such applications, as needed.
- c. The total cost of professional service fees to prepare the Comprehensive Plan(s) will be \$90,000.00. The Parties have obtained grant funding in the amount of \$50,000.00 for the preparation of the Comprehensive Plan(s). Therefore, the remaining \$40,000.00 in professional service fees associated with the preparation of the Comprehensive Plan(s) shall be paid by the Parties as follows:
 - i. Borough of Brackenridge: \$7,043.00 (18% of \$40,000)
 - ii. Township of Harrison: \$23,170.00 (58% of \$40,000)
 - iii. Borough of Tarentum: \$9,787.00 (24% of \$40,000)

Each Party shall be responsible for paying its respective amount, as designated above, for the professional service fees incurred for the preparation of the Comprehensive Plan(s).

Harrison Township shall serve as the agent for payment of professional service fee invoices. To the extent possible, grant monies shall be used to pay invoices received from the professional services company retained to prepare the Comprehensive Plan(s). However, if grant monies are not available, Harrison Township shall send a copy of such invoice to each of the other Parties. Each party shall remit its pro rata share of the amount due (Brackenridge, 18%; Tarentum, 24%) to Harrison Township within thirty (30) days of the date of receipt of the invoice.

In the event grant monies are disbursed after the Parties have paid professional services fees in an amount more than their respective amounts designated above, such grant monies shall be distributed to the Parties on a pro-rata basis,

taking into consideration the amount of professional service fees paid by each Party.

- d. Each Party shall pay an equal share of costs associated with publication of newspaper advertising, court reporting for hearings, hosting public meetings and/or hearings and other similar administrative costs incurred in the comprehensive plan review and update process. Such costs are in addition to, and not included in, the amount required to be paid by each Party under Section 3, Paragraph (c) above.

4. Municipality Participation.

- a. The governing body or Planning Commission of each Party shall appoint to the Steering Committee at least one (1) resident as its representative. Each Municipality shall have one (1) vote on matters before the Committee.
- b. The governing body of each Party shall authorize, budget, appropriate and pay in a timely manner such invoiced and reasonable costs and fees associated with this Agreement.

5. Property. The Committee shall not have the authority to acquire, manage or dispose of personal property without the express, advance permission of the Parties. No acquisition of real property or real estate is authorized. Upon dissolution, personal property shall be returned to the Parties in the same proportion as such Party paid into or made purchases for the Committee. Personal property obtained through grant money shall be distributed equally between the Parties.

6. Agency Employees. There is no authority for Committee employees.

7. This Agreement is entered into in accordance with authorizing Ordinances of Brackenridge, Harrison and Tarentum dated respectively _____, _____, and _____ copies of which are attached hereto as Exhibits A, B and C respectively.

8. If any term, condition, clause or provision of the Agreement shall be determined or declared void or invalid in law or otherwise, then only that term, condition, clause or provision

shall be stricken from the Agreement and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

9. This Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting its subject matter.

10. This Agreement may only be amended upon the mutual agreement of all Parties. Any amendments to this Agreement must be made in writing and be duly executed by all Parties.

11. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and will be executed in three (3) counterpoint originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the appropriate officers on the date set forth below.

ADOPTED this _____ day of _____, 2018.

ATTEST:

BOROUGH OF BRACKENRIDGE

_____ By: _____

Examined and approved by me this _____ day of _____, 2018.

Mayor, Borough of Brackenridge

ADOPTED this _____ day of _____, 2018.

ATTEST:

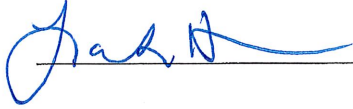
TOWNSHIP OF HARRISON

_____ By: _____

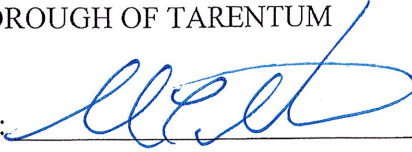
ADOPTED this 27TH day of DECEMBER, 2018.

ATTEST:

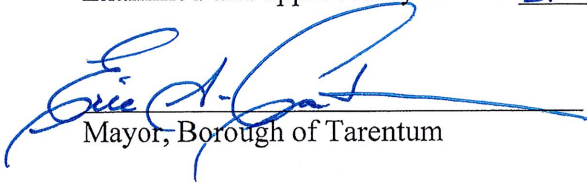
BOROUGH OF TARENTUM



By:



Examined and approved by me this 27TH day of DECEMBER, 2018.


Mayor, Borough of Tarentum