Chapter 2: Getting Started

Appendix 2A-1: Lehigh County Resolutions/RFP

Provided by: Lehigh Valley Planning Commission

Whereas the Townships of Washington, Lynn, Heidelberg, Weisenberg, Lowhill and North Whitehall and the Borough of Slatington and the County of Lehigh have discussed the possibility of governmental cooperation in the creation of a regional plan for northern Lehigh County;

Whereas these municipalities share many common characteristics such as a rural environment, a strong agricultural base, increasing development pressure, growing traffic and limited infrastructure;

Whereas the municipalities believe the development of a regional comprehensive plan reasonable first step in applying innovative land development and conservation techniques in dealing with growth, preservation challenges and issues of redevelopment and brownfield restoration;

Whereas, in June, 2000 the Commonwealth of Pennsylvania created amendments to the Pennsylvania Municipalities Planning Code that give new tools to municipalities for development and implementation of regional and County Plans;

Whereas, (name of municipality) wishes to join with neighboring municipalities in the northern tier of Lehigh County in the development of a regional comprehensive plan that fulfills the requirements of the Pennsylvania Municipalities Planning Code and takes advantage of certain regional provisions offered in the June, 2000 amendments to the planning code;

Whereas, priority financial assistance is available to municipalities for joint planning through the Pennsylvania “State Planning Assistance Grant” program;

And Whereas the Lehigh Valley Planning Commission has previously agreed to assist the northern tier municipalities in the development of a request for proposals (RFP) and a grant application to the Pennsylvania Department of Community & Economic Development.
Now, Therefore be it resolved, that (name of municipality):

1) concurs in the need for a regional comprehensive plan for the northern tier area of the Lehigh County and agrees to participate in the preparation of such a plan,

2) concurs that the comprehensive plan should achieve compatibility of land use patterns across municipal boundaries and should achieve consistency with the County Comprehensive Plan,

3) authorizes the Lehigh Valley Planning Commission staff to prepare a request for proposals (RFP) and a grant application on behalf of the cooperating municipalities,

4) pledges to share in projects costs in accord with a mutually agreed cost schedule and cost sharing proposal;

5) appoints a representative to a mutually agreed organization for the purpose of:

   a) developing a project budget and schedule,
   b) approving a consultant scope of work,
   c) selecting a project consultant,
   d) working with the consultant on development of the regional comprehensive plan.

6) will adopt the comprehensive plan and will use it to update municipal zoning, subdivision regulations and such other municipal codes and ordinances that are relevant to achieve consistency with the comprehensive plan.

(Name of Municipality)

Attest: ________________________________  ________________________________

(Name—Authorized Elected Official)

Date: ________________________________
The following RFP was developed by Michael Kaiser, Planning Director, and the Lehigh Valley Planning Commission. Mike Kaiser writes:

“Here is one version of the RFP format that we use for multi-municipal plans. We usually meet a couple of times with a committee made up of representatives of the communities that wish to form the multi-municipal plan to customize the work items in the RFP. Usually, municipalities have a number of special issues that they wish to address.

The sample RFP transmitted has a number of items of this type in the RFP. These issues vary a lot from one area to another. Otherwise the main purpose of the RFP is to make sure the consultant addresses the requirements of the planning code.”

SAMPLE

RFP FOR
(NAME OF MUNICIPALITIES)
COMPREHENSIVE PLAN

This is an RFP for a cooperative planning project in (name of county). The cooperating entities for this project are: (name of municipalities) and the (county) Planning Commission. The attached map shows the study area for this project.

The goal of this project is to develop a comprehensive plan that can be adopted by the municipalities and will meet mandated requirements of the Pennsylvania Municipalities Planning Code, as amended, to take advantage of new opportunities and benefits provided in the planning code to municipalities who create multi-municipal plans, and to create consistency between municipal plans and the county plan. Consultants responding to this RFP are expected to know the provisions of the Pennsylvania Municipalities Planning Code, as amended in June, 2000, that are relevant to these issues and that otherwise specify the structure and procedures for creating and implementing a comprehensive plan in Pennsylvania.

Following is a specific outline of work items that need to be addressed in this comprehensive plan. The main items are taken directly from the planning code. Modifications are made to add items that are especially pertinent to this project or to delete items that are discretionary under the planning code but unnecessary for this project.
A. Scope

1) The consultant shall develop recommendations for communication with the public and a public participation process that will be used to gain input from the public during the preparation of the comprehensive plan. (See Section 1103(b) of the planning code.)

2) The comprehensive plan shall include clear statements of goals or objectives for each component part (e.g. land use, housing, transportation, etc.). We prefer rather specific statements of achievements that are expected as a result of the plan rather than very general statements. In responding to this RFP, the consultant shall describe how they will work with the participants in the planning process to develop goals.

3) The comprehensive plan shall include a plan for land use and a plan for housing needs that meet the requirements of Section 301(a)(2) and Section 301(a)(2.1) of the planning code. The housing portion of the plan is a concern to the (number of municipalities, particularly the boroughs). In responding to this RFP the consultant shall outline a proposal for identifying housing problems in the area and recommend measures for maintenance of housing quality in the future.

In developing the plan, the consultant shall also give consideration to provisions of Section 301 (d) and Section 1103(a)(1)(2)(3)(4)(5)(6). One reason for developing a multi-municipal plan is to create the potential for individual municipalities to seek relief from exclusionary challenges as provided in Section 1006-(A)(b) or (b.1). It is expected that the land use and housing components of the plan will be carefully crafted to anticipate challenges.

The municipalities have identified a number of special land use issues that are of particular importance in this study:

a) _______ and _______ are interested in inaugurating a Main Street Improvement Program. The consultant shall outline the important features and characteristics of such programs citing examples of particularly successful programs, staff requirements and potential funding assistance that is available to create such a program. As part of the plan the consultant shall also assist the (boroughs, townships, cities) in determining the geographic and programmatic scope of such a program in each (borough, township, city).
b) A number of important regional roads run through the (number of) municipalities— (names of municipalities). The municipalities anticipate significant increase in development pressure when the connection to (name of highway/street) is complete. The comprehensive plan shall evaluate the best practices for planning and zoning for land uses along this corridor taking into consideration current patterns of land use, economic development interests, and the need to manage, control and minimize traffic impacts of development. In addition, the municipalities wish to explore strategies for dealing with billboards and other signage issues in highway corridors.

c) This plan should include a “build out” assessment of up to three plan development scenarios for the region. The assessment shall explore the population and growth implications of each scenario and the potential impact of each on road, sewer, water and school infrastructure in the area.

d) The plan shall carefully explore the relationship between land use and sewer and water service to the area. (Municipalities) operate sewage treatment plants. Public water is provided by (name of water companies). In general, it is the intent of the municipalities to encourage development in proximity to water and sewer service.

4) The comprehensive plan shall include a plan for preservation of natural and historic resources as specified in Section 301(6) of the Municipalities Planning Code and referenced in Section 1103(6). The (County) Planning Commission has developed a study entitled The Natural Areas Inventory for __________ that may be helpful for this task.

5) The comprehensive plan shall include a transportation element that includes a careful evaluation of current and potential future transportation issues in the area. It is expected that the main focus of the plan recommendations will be highways, local roads and important bridges. The relationship between future land development, its impact on transportation and the financing of transportation improvements will be important considerations in this plan. (See Section 301(a) (3) of the planning code.)
The municipalities have identified a number of special transportation problems related to development in this area:

a) ______ operates the _____________ landfill in (municipality). Municipalities in the area are concerned about truck traffic generated by the landfill. _______ County has recently hired a consultant to study options to a truck route. The comprehensive plan shall evaluate the recommendations of that study in relationship to land use and transportation recommendations of this plan.

b) The Route ___ corridor between _______ and _______ has been planned and zoned for industrial development. Proposals have been made for the creation of industrial parks in the area. The comprehensive plan shall contain an evaluation of the impact of such industrial parks on traffic in ________, ________, and ________. The municipalities are also interested in determining the potential for a new interchange on Route ____ in the _______ area. The consultant shall make preliminary inquiries into the potential for such a development.

c) (Name of transit company) currently has ____ scheduled trips per day to the __________ area. ____ trips are from _______ and ____ from __________. The consultant should investigate the potential for increasing these services through discussions with _______. The consultant should also recommend other possible mass transit services that would increase mass transit availability for the residents of the _______ area.

6) The comprehensive plan shall include a plan for community facilities and utilities. The consultant is expected to inventory, research, and identify needs and plans that have been made by others with regard to schools, community facilities, and utilities listed under Section 301(a)(4). This inventory shall also include emergency service needs such as fire and ambulance services and police services. The emphasis in this review shall be increased cooperation between the municipalities.

The plan shall include recommendations for park and recreation facilities based on needs identified in existing park plans and forecasts of future growth. Each municipality has a park plan. The comprehensive plan shall review and evaluate these plans making recommendations for improvements where necessary. Also, the municipalities are interested in sharing park facilities and park opportunities to assure that together they provide a variety of recreational experiences for residents of the area.
Section 301(b.) of the Municipalities Planning Code now requires that a comprehensive plan include a plan for reliable supply of water. The consultant shall assure that this requirement is met in the comprehensive plan.

Sewer and waste water treatment facilities may be needed to remediate current or future problems. The comprehensive plan shall look into the expansion possibilities of each sewer system serving the area to determine the potential for expansion into neighboring portions of (municipality). The consultant shall also review the compatibility of comprehensive plan proposals with Act 537 plans for the area.

Watersheds in this region are covered by Act 167 Stormwater Plans adopted by ______ County and implemented by the municipalities. The Act 167 plan may be helpful in documenting stormwater management problems in the municipalities. The consultant shall inventory existing studies and outline documented problems in the region, making recommendations for further study as necessary. (In 1998 the (municipality) completed a storm drainage facilities study.)

7) The comprehensive plan shall contain a statement of interrelationships of plan components. This statement can be developed as a separate task or it can be addressed in the functional elements discussed above. In our view, creation of rational interrelationships between individual plan components is a major issue in comprehensive plans. An examination of interrelationships should not be done in a cursory manner. The following interrelationships are of particular importance:

a) the interrelationships between land use and infrastructure, particularly transportation, water and sewer;

b) the interrelationships between environmental protection goals and economic development goals;

c) the interrelationships between nondiscriminatory housing practices and other goals such as open space preservation and environmental protection.

8) The comprehensive plan shall contain recommendations concerning short and long range plan implementation strategies. (See Section 301(4.2).) We expect the consultant to provide specific recommendations for plan implementation. This may include policy recommendations,
implementation strategies, or particular action items. The recommendations may include a wide array of actions that are appropriate to the comprehensive plan and are legal under Pennsylvania planning law.

9) The comprehensive plan shall contain an assessment of compatibility with planning in neighboring municipalities. The consultant shall review the plans of municipalities and counties that border the multi-municipal boundaries of this comprehensive plan to assure compatibility. In cases of incompatibility, the consultant shall make recommendations to create compatibilities or to buffer incompatible areas. (See Section 301 (5).)

Within the multi-municipal planning area, it is the goal of the planning program that individual land use patterns be compatible at the municipal boundaries and that the consultant provide advice on how to achieve consistency between the multi-municipal plan and the county comprehensive Plan.

10) The consultant shall conduct such surveys and analyses of land use, housing, roads and bridges, demographics, economics, natural features, historic features, infrastructure and other features as are necessary to meet the planning requirements specified in the Municipalities Planning Code and this RFP. In making population forecasts the consultant shall evaluate forecasts of the school district and the (County) Planning Commission.

11) Articles VII and VII-A of the Municipalities Planning Code deal with Planned Residential Development and Traditional Neighborhood Development concepts. The comprehensive plan shall contain an evaluation of how and under what circumstances these concepts would be relevant to achieving the goals set forth in the plan.

12) Section 1104 of the Municipalities Planning Code outlines the provisions that must be in a cooperative implementation agreement that may be adopted by municipalities for the purpose of implementing the multi-municipal comprehensive plan. The consultant shall outline the processes, roles and responsibilities that may be appropriate for the participants in this multi-municipal plan if they wish to enter such a multi-municipal agreement. This outline would provide a technical basis for a legal agreement that may be developed upon completion of the plan.
13) The consultant shall evaluate and explain the use of a transferrable development rights program for the purpose of implementing goals of the comprehensive plan. How would such a program be applied in the study area?

B. Assistance from the (County) Planning Commission

1) Reports and data available at the time of this project will be made available to the selected consultant at no charge.

2) GIS data available at the (County) Planning Commission will be made available to the consultant and participating municipalities at no charge. The (County) Planning Commission will develop a parcel by parcel land use map for the area and provide traffic data available from current files.

3) The (County) Planning Commission staff will be in attendance at all meetings of the multi-municipal planning committee and at other public meetings and hearings.

C. Time Table

1) The consultant shall deliver a preliminary draft of the comprehensive plan to all participants within 18 months of the notice to proceed on this study. We believe that the project will be initiated in (month) or (month) of (year).

2) Following the initial 18 month period, it is assumed that it will take municipalities from 3 to 6 months to complete their review and comment on the preliminary draft report. The target for adoption of the comprehensive plan is within six months of the completion of the issuance of the preliminary draft.

3) The consultant shall provide a schedule for delivery of tasks proposed under this RFP.

D. Reports

It is recommended that this study proceed through a three step reporting process as follows:
Step 1. Completion of preliminary draft report by the consultant and submission to municipalities, and the county planning commission. The report shall be provided as follows: (a) _____ hard copies (_____ for each municipality, _______ County and the (County) Planning Commission); (b) one electronic file copy for each municipality, _______ County and the (County) Planning Commission.

Step 2. Completion of Final Draft Report. This draft will contain any changes recommended by the reviewers. It will be used for regional public meetings and hearings. Reports shall be delivered in the same formats and number as specified in Steps 1(a) and 1(b) above.

Step 3. Final Adopted Plan. The final plan shall be delivered in the same format and number as specified in Steps 1(a) and 1(b) above.

Electronic copies of all reports above shall be provided on CD-ROM in Microsoft Word compatible with Windows 95, 98 and 2000.

E. Maps

It is expected that the consultant will be capable of providing presentation size maps for public meetings and hearings and publication size maps for reports. Presentations may also make use of Power Point software and projection equipment.

The principal mapping tools used by the (County) Planning Commission are ArcInfo and ArcView. The commission has map files that the consultant may wish to use for this project. Any mapping done by the consultant should be done using ArcInfo or ArcView. Upon completion of this project, the consultant shall provide map files on diskette or CD-ROM in a GIS shape file or ArcInfo format to all participants in the study.

F. Meetings

1) During the 18 month period leading up to the presentation of the preliminary draft, the consultant should plan on presentations at 12 workshop meetings of the study planning committee.

2) The consultant should assume 2 meetings with the study committee to work out any changes in the preliminary draft that are needed to create the final draft.
3) The consultant should assume 2 public meetings to present the plans to the general public.

4) The consultant should assume one meeting with the (County) Planning Commission to present the plan.

5) The consultant should assume attendance at ____ public hearings, one in each municipality, for the purpose of presenting the plan for adoption. It is expected that the consultant will spend considerable time and effort at these hearings. It is expected that the consultant will present enough information for the governing bodies to be able to adopt the joint comprehensive plan once the consultant concludes their presentation.

6) The consultant should provide an hourly rate per person for attendance at any public meetings or hearings over and above the schedule listed above.

7) The meetings mentioned above will be considered the minimum necessary. Consultants may recommend a more ambitious schedule in keeping with the public participation program they recommend.

G. Incurring Costs

None of the participants in this study (name of municipalities, county through its department of community and economic development, and the (County) Planning Commission) will be liable for any costs incurred by consultants prior to issuance of a contract.

H. Non-Award of Contract

The participants in this study (name of municipalities, (County) Department of Community and Economic Development, and the (County) Planning Commission) reserve the right to reject in whole or in part any and all proposals received as a result of this RFP.

I. Cost Estimates

The consultants and any sub-consultants must provide a cost estimate of sufficient level of detail to document expenses by task in the following categories: direct labor for each individual assigned, in-
cluding hourly rate and number of hours proposed; overhead costs; fee; expenses; and total. Hourly estimates for work and costs shall be tabulated in the format prescribed in Attachment A.

J. Project Manager

The consultant shall name the project manager for this project and other key staff members who will be responsible for performing major tasks.

K. Evaluation Criteria

Proposal evaluations will be based upon completeness, quality, and level of detail of the following criteria:

1) Understanding of the needs and requirements of this RFP, and the approaches necessary for meeting them.

2) Prior experience in comprehensive plan preparation, and reference checks of current and past clients.

3) Program of work for preparation of the plan.

4) Compliance with the Pennsylvania Municipalities Planning Code.

5) Overall qualifications, skills, and experience of the consultants and particularly the personnel assigned to the project.

6) Creativity and innovation.

7) Costs of services.

8) Experience in conflict resolution and negotiating skills.

9) Proficiency with mapping software requirements of this RFP.
SAMPLE AGREEMENT
FOR GRANT APPLICATION, COST SHARING
CREATION OF MULTI-MUNICIPAL PLAN

THIS AGREEMENT made this ___ day of ___________, 2002, by and between the (name of municipalities) and (name of county) (the “Participants”) for the undertaking of a cooperative planning project (the “Project”).

WHEREAS, the goal of the Project is to create a multi-municipal comprehensive plan (the “Plan”) that will meet the requirements of the Pennsylvania Municipalities Planning Code (MPC), take advantage of new opportunities provided in the MPC to municipalities who create multi-municipal plans, and create consistency between municipal plans and the county comprehensive plan; and

WHEREAS, the purposes of this intergovernmental agreement are to a.) authorize the (name of applicant) to apply for a grant from the Pennsylvania Department of Community and Economic Development (DCED); b.) to authorize the (name of county) to retain consulting services for the project on behalf of the participants; c.) to provide for sharing of costs among the participants; d.) establish general procedures for creating and implementing the plan.

NOW, THEREFORE, it is agreed among the parties hereto that:

1. The above purpose clauses are hereby made a part of this agreement by this reference.
2. The Participants shall form a Steering Committee with one representative and one alternate from each party. Final adoption of the Plan shall be the responsibility of the governing bodies of each municipality.
3. (name of county planning commission or department) shall provide technical assistance and guidance to the Steering Committee in its coordination of the preparation of the Plan.
4. The Participants shall provide data and reports that are relevant to the preparation of the Plan.
5. On behalf of the participants, the (name of county planning commission) shall have full and sole authority to apply for DCED funds for a grant to cover 50% of consultant and (name of county planning commission) services, engage consulting services to execute the project, and receive funds from DCED, (name of municipalities) and (name of county) as listed in article 6 below.
6. The Participants shall share in the consultant costs according to the following allocations:

<table>
<thead>
<tr>
<th>State Grant</th>
<th>50%</th>
<th>$</th>
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<tbody>
<tr>
<td>County Grant</td>
<td>%</td>
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<tr>
<td>(Municipality)</td>
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<td>County Planning Commission Contributed Services</td>
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<tr>
<td>All Sources</td>
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7. The Steering Committee shall develop the Plan through mutual agreement and shall forward the Plan to the governing bodies of each municipality for adoption.

8. The Steering Committee shall develop the Plan to be compatible across the municipal boundaries of all Participants.

9. The Steering Committee shall give due consideration to the (name of county comprehensive plan) in the preparation of the Plan and the county and (name of county planning commission or department) shall give due consideration to the Plan in the preparation of the updated (name of county comprehensive plan).

10. The municipalities shall hold public hearings within ninety (90) days of receipt of the Plan to solicit public opinion and shall then use their best efforts to adopt the Plan pursuant to the MPC.

11. The municipalities shall implement the adopted Plan by revising relevant ordinances (zoning, subdivision regulations, Act 537 wastewater plan, official map) and bringing each into consistency with the adopted Plan.

12. Changes to this intergovernmental agreement must be mutually agreed to by the parties hereto and confirmed in writing prior to performance of said changes.

13. This agreement shall be interpreted consistently with the MPC.

IN WITNESS THEREOF and intending to be legally bound hereby, the parties hereto have set their hands and seals as indicated below.

ATTEST

NAME OF PARTICIPANT (Municipality, County, School District, Etc.)

Date

Title:

(A separate signature page should be provided that lists all of the participants in the plan.)
Appendix 2A-2: Sample Planning Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
MULTI-MUNICIPAL PLANNING

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT FOR MULTIMUNICIPAL
PLANNING dated as of the ___ day of ______________, 200__, by and among the following municipalities
(collectively, the Participants):

Municipality X
Municipality Y
Municipality Z

BACKGROUND

A. 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 im-
plementing a comprehensive plan for all or any part of the geographic area in which the participating mu-
nicipalities are located.

B. Article 9, Section 5 of the Constitution of the Commonwealth of Pennsylvania and the Pennsyl-
vania 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.

C. The Participants recognize the need for multi-municipal comprehensive planning and hereby
establish the XYZ Area 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

1“Municipality” as used in this Agreement is as defined in Section 107 of the Municipalities Planning Code, and in-
cludes “any city of the second class A or third class, borough, incorporated town, township of the first or second
class, county of the second class through eighth class, home rule municipality, or any similar general purpose unit of
government which shall hereafter be created by the General Assembly.” 53 P.S. § 10107.
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 XYZ Area Planning Committee (the ‘Committee’).

2. Purpose of the Committee.

The Committee is established to develop a multimunicipal comprehensive plan for the geographic area encompassed by the Participants (the planning area) pursuant to MPC Article III and Article XI.


The Committee shall have the power to develop a multimunicipal comprehensive plan for the XYZ 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, but not 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.
4. Organization of the Committee.

(a) Membership.

Each participant municipality shall appoint two regular Representatives (the ‘Representatives’) to the Committee. In addition, each Participant shall appoint an Alternate Representative, who shall be encouraged to attend Committee meetings. 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.

[As set forth above there is no requirement that the membership include an elected official of the municipality, or any member of a Participant’s existing planning commission. It is desirable to have elected representatives serve on the Committee and such a requirement could be inserted. In any event, the members of the Committee must remain in close touch with the elected officials of their municipality to insure that the Plan, and the obligations it will create, are politically acceptable and capable of implementation.]

(b) Membership Term.

Each Representative will serve a nominal three-year term, commencing on January 1 of the year immediately following the date of his or her appointment, except that the terms of initial appointments will commence immediately upon approval of this Agreement. Initial terms shall be staggered so that one Representative has a two year term and the other has a three year term. Notwithstanding the terms set forth herein, 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) Organizational Meetings.

The initial organizational meeting of the Committee will be held within sixty (60) days of the Effective Date of this Agreement. Each Participant agrees to appoint its first Representatives to the Committee not later than thirty (30) days after passage of its ordinance approving this Planning Agreement. Subsequent annual organizational meetings of the Committee shall be held in the month of January, or at such other time as the bylaws of the Committee provide.

(d) Officers.

The Officers of the Committee shall be a chairperson, a vice-chairperson, and a treasurer, 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 one-year terms. No two officers (excluding the secretary) shall be from the same municipality.
(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.

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.

(c) Quorum.
A quorum will consist of the presence of a representative from a majority of the Participants.

(d) 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.

(e) Subcommittees.
The Committee may establish one or more sub-committees to consist of two or more individuals, one of whom will be a Representative, to advise and make recommendations to the Committee on one or more areas of concern to the Committee. Each sub-committee may fix rules of procedure for its business.

6. Public Participation, Communication, Consultation
(a) Public Participation.
The first task 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.
(b) Communication.

The Committee will provide the means to and will maintain 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 multimunicipal plan.

(c) Consultation.

The Committee will 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.


(a) Schedule.

Within ___ months from the Effective Date, the Committee shall 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 identified in Exhibit A 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 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 Committee vote of 75% of the Participants shall be required to approve the draft plan for publication.

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 Committee vote of at least 75% 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.

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 Participants. The Committee may also recommend revisions and amendments to the Plan to the Participants, 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.
13. Initial Funding.

It is understood and agreed that the Participants will make an initial payment for the benefit of the Committee as follows:

Municipality X $________________
Municipality Y $________________
Municipality Z $________________


(a) Fiscal year.

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

(b) Budget.

The Committee will act to approve the initial annual budget as soon as possible after the effective date of this Agreement. Except for the initial Annual Budget, the Committee secretary shall transmit copies of the next proposed annual budget to each Participant no later than October 31. A Committee vote of at least 75% 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.

(c) 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 75% of the Participants agree, one of the Participants may provide financial management services to the Committee as an in-kind contribution.

(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.

15. Future Funding.

The Participants will annually pay the expenses and obligations of the Committee in equal shares, or as otherwise agreed, in accordance with the Annual Budget. Each Participant will annually appropriate its share of Committee expenses and obligations based on the Annual Budget.
16. Withdrawal

(a) A Participant may voluntarily withdraw from participation in this Planning Agreement, at any time after having been a Participant for at least one year; provided that the Participant shall give at least six months written notice to the Committee secretary and to each other Participant.

(b) Any Participant whose governing body does not adopt the Plan within ___ 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 Participants.

(c) Any Participant whose governing body does not adopt conforming ordinances that are generally consistent with the Plan within the time period for doing so established in MPC Article XI 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 Participants.

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

(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.

(f) 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 in the Committee.

[Note: An alternative method for addressing the issue of the financial responsibility of a withdrawing Participant is to provide:

(f) A Participant that withdraws will be responsible for its share of expenses and obligations incurred for one year following its withdrawal.]

17. Local Planning by Participants.

Each Participant may retain its own municipal 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, or zoning under the MPC.
18. 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.

19. 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.

20. Addition of Participants

Any municipality that adjoins or county that includes all or part of the planning area 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.
21. 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, substantially in the form of Exhibit B, attached hereto, and the chief executive officer of such Participant must execute this Planning Agreement, with the attestation of the secretary or assistant secretary of such Participant, and the seal of the Participant affixed hereto.

(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”). 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 terminated by the written consent of at least 75% (number or percent to be agreed upon by participants) 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.

22. 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) Expenses. Each Participant 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 Participant.

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

ATTEST:

By:
Secretary or Ass’t. Secretary Date:

ATTEST:

By:
Secretary or Ass’t. Secretary Date:

Exhibit A: Guidelines
Exhibit B: Ordinance Approving the Planning Agreement
Notes and Comments
1. **Surveys.** To develop the multimunicipal comprehensive plan for the Participants, the Committee will make or obtain for the area of the Plan careful surveys, studies and analyses of housing, demographic and economic characteristics and trends; amount, type and general location and interrelationships of different categories of land use; general location and extent of transportation and community facilities; natural features affecting development; natural, historic, and cultural resources; and the prospects for future growth in the geographic area of the Participants. 53 Pa.C.S.A. 10301.2.

2. **No Duplication.** The Committee will make every effort to avoid duplication of the efforts of others and utilize those resources available from XYZ County, from any Participant, from any agency of the Commonwealth, or other persons in development of the Plan.

3. **Use of Participants' Employees.** The Committee may request the assignment or loan of one or more of Participants' employees to assist in the development of the multimunicipal comprehensive plan and each Participant agrees to give prompt consideration and cooperation to each such request.

4. **Roles and Responsibilities.** Subject to modification from time to time by the Committee, the following is a general, preliminary statement of the roles and responsibilities of the Participants and others in connection with developing the multimunicipal comprehensive plan. (See Appendix 3A-1, Worksheets for Planning Elements, for more specific guidelines for development and implementation.)
**Note**—*This is a suggested sample. Responsibilities, sources, and schedule to be developed by participants and committee at the outset of deliberations. Completion dates are suggested time frames from the effective date of the agreement.*

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibilities/Sources</th>
<th>Completion Date/Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of Public Participation Plan</td>
<td>Committee, consultant, county</td>
<td>3 months</td>
</tr>
<tr>
<td>Statement of Participants’ objectives for the area of the Plan, concerning future development and conservation.</td>
<td>Committee, consultant—based on public participation process</td>
<td>9 months to one year</td>
</tr>
<tr>
<td>Data survey, inventory, mapping and analysis of present conditions in the area of the Plan, as well as forecasts and future predictions for the following:</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>1. Land supply—development potential for new or developed uses; existing, proposed, and anticipated private and public construction projects.</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>2. Demographics—population size and household characteristics.</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>3. Economics—income, market, employment data;</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>4. Potential growth—community, region, state;</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>5. Environmental, natural, historic, and rural resource assessment—soils, land cover, topography and slope, floodplains, wetlands, water and air quality, habitats and ecosystems, forest lands, geology, and other natural resources; historic resources inventory; prime agricultural lands and lands in productive agriculture, forested land, and open spaces;</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>6. Transportation and circulation—roads, airports and harbors, traffic conditions and land use impacts on traffic types and volumes, capacity, level of service and demand, capital improvements programs, parking, transit facilities, ridership, bicycle and pedestrian access;</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>7. Infrastructure and public services—location, capacity, public and private funding sources for water supplies, sewers, stormwater management, and other utilities; community facilities (schools, parks and recreation, libraries, public buildings)</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
<tr>
<td>8. Land use—description and functional organization of residential areas and housing stock, retail, commercial, and industrial uses (including mineral and extractive industries, and developments of regional impact), brownfields;</td>
<td>County, each participating municipality Consultant, county, regional agencies, census data Consultant, county County, regional, state agencies Consultant, participants, USGS, NWI, regional planning commission, FEMA, PNDI, local historic commission, DEP, PA State Data Center</td>
<td>6 months 6 months 6 months 6 months</td>
</tr>
</tbody>
</table>

Specific sewer and water providers—public and private, participants, counties, consultants, school districts

Committee, consultants, county LDD

8 months to one year
<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibilities/Sources</th>
<th>Completion Date/ Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development and assessment of options for land use (including ways of distributing growth throughout the area of the plan), infrastructure, capital improvements, and transportation.</td>
<td>Consultants, committee</td>
<td>1 year</td>
</tr>
<tr>
<td>Preparation of the xyz multimunicipal comprehensive plan, including, but not limited to, the following six key planning elements required in MPC Section 301:</td>
<td>Consultants, committee</td>
<td>18 months to 2 years</td>
</tr>
<tr>
<td>1. A plan for land use;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. A plan for housing;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. A plan for transportation;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. A plan for community facilities and utilities;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. A plan for natural and historic resources;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. A plan for water supply.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The xyz multimunicipal plan may also include designated growth areas, future growth areas, and rural resource areas, a plan for the distribution of uses within the area of the plan, a plan for DRIs, and a plan for energy conservation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consideration and adoption of the xyz multimunicipal plan.</td>
<td>Participants—after required public hearings</td>
<td>18 months to 2 years</td>
</tr>
</tbody>
</table>
ORDINANCE APPROVING THE PLANNING AGREEMENT

______________
_______________ COUNTY, PENNSYLVANIA

ORDINANCE NO. 2002-____

AN ORDINANCE OF THE _____ OF _____ PROVIDING FOR AN AGREEMENT OF INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF MULTIMUNICIPAL COMPREHENSIVE PLANNING BY THE _____ OF _____ AND THE ADJACENT MUNICIPALITIES OF [LIST].

The [Board of Commissioners/Supervisors/Borough Council] of the _____ of _____ hereby ordains as follows:

Section 1. The proper officers of the _____ of _____ are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement for Multimunicipal Planning dated as of __________ , by and among the _____ of _____ and [list other participating municipalities], a copy of which attached hereto (the “Cooperative Planning Agreement”). The specific terms, conditions and provisions of the Cooperative Planning Agreement are made a part hereof.

Section 2. The conditions, 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 attached Cooperative Planning Agreement.

ORDAINED at a duly assembled public meeting held this _____ day of ________, 200__.

Attest:

______________
BOARD OF ________ /
BOROUGH COUNCIL

____________________
Secretary

____________________
[President/Chairman]
NOTES AND COMMENTS TO:

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
MULTIMUNICIPAL PLANNING

Paragraph 2: Purpose of the Committee.

Drafters may want to recite the complete list of purposes contained in Section 101101 rather than simply making reference to them.

(i) To provide for development that is compatible with surrounding land uses and that will complement existing land development with a balance of commercial, industrial, and residential uses.
(ii) To protect and maintain the separate identity of the Participant’s communities and to prevent the unnecessary conversion of valuable and limited agricultural land.
(iii) To encourage cooperation and coordinated planning among adjoining municipalities so that each municipality accommodates its share of the multimunicipal growth burden and does not induce unnecessary or premature development of rural lands.
(iv) To minimize disruption of the economy and environment of existing communities.
(v) To complement the economic and transportation needs of the Commonwealth, the region that includes the Participants, and the area of the Plan.
(vi) To provide for the continuation of historic community patterns.
(vii) To provide for coordinated highways, public services, and development.
(viii) To ensure that new public water and wastewater treatment systems are constructed in areas that will result in the efficient utilization of existing systems, prior to the development and construction of new systems.
(ix) To ensure that new or major extension of existing public water and wastewater treatment systems are constructed only in those areas within which anticipated growth and development can adequately be sustained within the financial and environmental resources of the area.
(x) To identify those areas where growth and development will occur so that a full range of public infrastructure services including sewer, water, highways, police and fire protection, public schools, parks, open space, and other services can be adequately planned and provided as needed to accommodate the growth that occurs.
(xi) To encourage innovations in residential, commercial, and industrial development to meet growing population demands by an increased variety in type, design and layout of structures, and by the conservation and more efficient use of open space ancillary to such structures.
(xii) To facilitate the development of affordable and other types of housing in numbers consis-
tent with the need for such housing as shown by existing and projected population and employment data for the region.

**Paragraph 5(d) Voting:**

Significant differences in population or land area may make provisions for a system of weighted voting more appropriate than one vote per Participant. References to one vote per Participant and to a specific percentage of the vote of the Participants will need to be changed throughout the Agreement to reflect weighted voting.

. . . Voting by Participants through their Representatives shall be based upon the relative population of each Participant. Each Participant shall have at least 2 votes. Participants with populations exceeding ____ may appoint additional voting Representatives, selected according to the qualifications set forth below, as determined by the following chart:

<table>
<thead>
<tr>
<th>Population of Participant</th>
<th>Number of Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; x</td>
<td>2</td>
</tr>
<tr>
<td>&gt; 2x and &lt;= 3x</td>
<td>3</td>
</tr>
<tr>
<td>&gt; 3x and &lt;= 4x</td>
<td>4</td>
</tr>
<tr>
<td>&gt;4x</td>
<td>5</td>
</tr>
</tbody>
</table>

Population shall be determined as of the Effective Date based upon the 2000 Census. *(See Mercer County provision as example, Appendix 2A-4.)*

**Paragraph 5(e) Subcommittees:**

The use of subcommittees may be highly variable depending on the size of the group of participating municipalities. This area is best left to individual determination and could be handled in bylaws. For example, there could be a “Steering Committee” as follows:

The Committee will establish a steering sub-committee of not less than 3 Representatives (the 'Steering Committee'). The Steering Committee will be responsible for oversight and organization of the Committee; to assist in reaching agreement among Representatives on the schedule for development of the multimunicipal comprehensive plan, and keeping the Committee and its work to that schedule as much as possible; to coordinate the work of any Participant’s planning commission or agency with the work of the Committee; to oversee the engagement, if any, of a planning consultant; to nominate ad hoc task forces or special committees; to develop the agenda for each Committee meeting and to assure that each agenda serves to move the business of the Committee forward, including, without limitation, the process of consultation with various organizations and agencies and for public participation.
Paragraph 6. Public Participation

As an alternative, the procedure for public participation may be included in the body of the Agreement; the following is an example:

(i) Within 90 days of initiating work on the multimunicipal comprehensive plan, the Committee will conduct at least two public information workshops or other type of public collaborative process at locations within the area of the Plan. The purposes of the workshops are to inform the public as to the process and schedule for preparing the multimunicipal comprehensive plan and to solicit public comment and response on potential goals, policies, guidelines, priorities, design alternatives, problems, potential solutions, and implementation measures before a draft of the plan is completed. Notice of the workshop by publication in a newspaper of general circulation, and by other appropriate means, will be given at least 15 days in advance of the workshop.

(ii) Upon completion of the preliminary draft of the multimunicipal comprehensive plan, the Committee shall hold public meetings on the plan, if possible in the jurisdiction of each Participant or in locations accessible to several jurisdictions. Notice by publication in a newspaper of general circulation, and by other appropriate means, will be given at least 15 days in advance of each public meeting.

(iii) The notice of each workshop or public meeting will: (1) specify the date, time, and place when the workshop or meeting will be held; (2) contain a statement of the substance of the workshop or hearing and a summary description of the substance of the proposed plan or draft plan; (3) specify the name, street and email address, and telephone number of the person or persons from whom additional information may be obtained; (4) specify the time and place of the work program or draft plan may be inspected before the workshop or hearing; and (5) specify the method or methods for presentation of views by interested persons.

(iv) The Committee shall afford any interested person the opportunity to submit written recommendations and comments, copies of which shall be kept on file. The Committee may establish additional procedures for the receipt of oral statements.

(v) The Committee shall take full account of all public recommendations and comments, oral and written, presented at the public meetings and make such revisions in the preliminary draft plan
Paragraph 12. Committee Responsibilities After Plan Approval

At some point, municipalities cooperating in planning and zoning will have to address the issue of determining whether the local implementing ordinances (planning, zoning, and subdivision) are generally consistent with the multimunicipal plan that will be produced by the Committee. In addition, some entity will have to monitor implementation of the local ordinances by each municipality. This will be a major, ongoing responsibility. It is possible that the municipalities may want this task performed by the Planning Committee, a sub-group of the Planning Committee, or another entity altogether. The following example assumes a sub-committee of the Planning Committee. Regardless of who performs them, the tasks will include the following:

To assist in the implementation of the Plan, the Committee will elect, appoint, or otherwise designate two or more individuals to comprise the Sub-committee on General Consistency (“SGC”).

The SGC will have the continuing responsibility for reviewing and determining the general consistency, defined in the MPC, of the ordinances adopted by the Participants pursuant to MPC Article XI and the terms of the Implementation Agreement for the purpose of conforming their land use regulations to the Plan (the ‘Conforming Ordinances’). If a Participant’s Ordinances are determined by the SGC to be generally consistent with the Plan, the SGC will issue a written certification of the general consistency of such Conforming Ordinances which will be placed by the Committee secretary with the records of the Committee and mailed to the Participant for its records.

Paragraph 13 and 15: Initial Funding and Future Funding.

Significant differences in population, land area, or the complexity of development in one or more municipalities may make the allocation of responsibility for expenses based upon population or other basis more equitable than an equal division. A percentage allocation could be assigned at the outset, a formula for allocation based upon population and other factors could be provided for or an allocation could be agreed upon each year.
Appendix 2A-3: Southern York County Regional Planning Commission Bylaws

Note: These bylaws are an example of regional commission bylaws adopted before the recent amendments to the MPC, so they do not reflect the new powers authorized under Article XI. However, cooperating municipalities could use the existing commission to develop and carry out planning and implementation through agreements as suggested in this manual. It would be necessary for each participating municipality to adopt a version of the planning agreement assigning the same responsibilities to the regional planning commission.

SOUTHERN YORK COUNTY REGIONAL PLANNING COMMISSION
BYLAWS

ARTICLE I—NAME
The name of this organization shall be the ‘Southern York County Regional Planning Commission’ hereinafter referred to as 'the Commission.'

ARTICLE II—PURPOSE
The Commission is created for the purpose of encouraging municipalities to plan effectively for their future development and to coordinate their planning with neighboring municipalities, counties, and other governmental agencies, and for promoting health, safety, morals, and the general welfare of the Southern York County area pursuant to the functions described in Article VI.

ARTICLE III—MEMBERSHIP
As Section 1102 of the Municipalities Planning Code (Act 247 of 1966 as amended by Act 170 of 1988), hereinafter referred to as the Code, requires that creation, participation, and support of joint planning commissions be done by adoption of an ordinance; hence any municipality desiring to join the Commission after its creation shall be required to do likewise. The addition of a member shall require the approval of a majority of the current Commission membership, and approval of the Bylaws of the Commission by the governing body of the intended new member.

ARTICLE IV—MUNICIPAL REPRESENTATIVES
Each participating municipality shall by resolution, appoint one member and one alternate to serve on the Commission. Each municipality shall be entitled to one vote. By a majority vote of Commission members, associate members may be appointed. These members shall be representatives of community
organizations or possess talents that the Commission views as beneficial to its function. Associate members shall have all of the responsibilities of municipal representatives with the exception of voting and holding office. Associate membership shall expire at the end of each calendar year and may be renewed by majority vote of the Commission.

ARTICLE V—OFFICERS
By majority vote, the Commission shall elect members to the offices of Chairperson, Vice-Chairperson, Secretary and Treasurer.

A. The chairperson shall preside at all meetings and hearings and shall have the duties normally conferred by parliamentary procedure to such office.
B. The vice-chairperson shall act for the chairperson in his/her absence.
C. The secretary shall keep minutes of all meetings and shall be responsible for records and correspondence of the Commission. In addition, preparation of the agenda for meetings, advertisement of all meetings or hearings, and attending to correspondence at the direction of the chairperson shall be the duty of the secretary.
D. The treasurer shall be responsible for records of all financial transactions of the Commission. These records will be kept at the Host Municipal Building. Such records shall be audited annually by an auditing committee of at least two, whose members shall be appointed by the majority vote of Commission members. Copies of said audit shall be furnished to the governing bodies of all member municipalities, and to anyone so requesting at cost.

All elected officers shall serve for a period of one year and may be re-elected.

ARTICLE VI—DUTIES & ACTIVITIES
The Commission shall, pursuant to Section 1103a.1 of the Code, have the power to engage in any of the activities as specified in Section 209.1 of the Code. Such activities shall relate to the area encompassed by the member municipalities and shall be engaged in at the request of the governing bodies.

ARTICLE VII—MEETINGS
The Commission shall meet monthly. The dates and time of these meetings shall be established at the December meeting each year. Advertisement of the schedule of meetings shall be given as required by law. Any deviation from the established schedule or any meeting or hearing at which a quorum is to be present shall be duly advertised as required by the 'Sunshine Law.'
No official business shall be conducted unless a quorum (simple majority) of member municipalities is present. Action taken at any meeting will require the majority vote of all member municipalities present. The chairperson may call for a special meeting of the Commission. Advertisement of any special meeting shall be the duty of the secretary.

All meetings shall be open to the public and all approved minutes of meetings shall be available for public inspection.

No meeting of a quorum of members shall occur unless in accordance with the provisions of the 'Sunshine Law.'

Executive Session may be held for the purpose of discussing litigation, personnel matters, contract negotiation and other activities as specified in the Sunshine Law.

Procedure and conduct of meetings shall be governed by the latest edition of Roberts Rules of Order.

The agenda meetings shall follow is:
A. Corrections/approval of minutes
B. Presentation of bills—(Financial Report)
C. Reports by officers and committees
D. Municipal status reports
E. Public comment
F. Adjournment

ARTICLE VIII—COMMITTEES
The chairperson shall, as required, propose the formation of committees. Once the Commission has approved a committee, the chairperson shall appoint members and/or associate members to these committees. The chairperson may appoint a special committee, as need be, to undertake tasks not clearly the duty of any existing committee.

ARTICLE IX—FINANCE
The Commission shall, no later than August of each year, assess each participating municipality an annual member’s fee of no more than $250.00. This fee shall be used to defray the operating expenses of the Commission, and gives each member municipality the right to request that the Commission become in-
involved in projects of interest to the municipalities. Any new member shall be assessed an initial membership fee of $250.00.

Funding for projects shall be determined by a two-step process. In the first step, the earned income tax revenue, or EIT, for each of the participating municipalities for the year preceding shall be totaled. The EIT of each member municipality shall then be divided by that total to ascertain the individual percentage of the total which is attributable to each municipality. For example:

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>E.I.T. REVENUE</th>
<th>% OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$ 60,000</td>
<td>30%</td>
</tr>
<tr>
<td>B</td>
<td>10,000</td>
<td>5%</td>
</tr>
<tr>
<td>C</td>
<td>40,000</td>
<td>20%</td>
</tr>
<tr>
<td>D</td>
<td>30,000</td>
<td>15%</td>
</tr>
<tr>
<td>E</td>
<td>20,000</td>
<td>10%</td>
</tr>
<tr>
<td>F</td>
<td>30,000</td>
<td>15%</td>
</tr>
<tr>
<td>G</td>
<td>10,000</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>$200,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

With the acceptance of a project by the Commission, the pro rata share of the cost of that project will be determined for all of the municipalities concerned. It will not be pro-rated across the entire membership, but only to those members whose interests are served by the project. In this second step, the individual share will be determined by first adding the % OF TOTAL figures attributable to each of the requesting municipalities, and using that totaled amount as the denominator, with the particular municipality’s individual percentage as numerator. The division is performed, and a costing factor emerges.

For example, let municipalities A, C and F be the members who have asked the Commission to consider a particular project. To determine the share of each in the total cost of the project we first add their individual percentages of the total:

A - 30%, C - 20%, F - 15%. Total - 65%.

This figure, 65, becomes the denominator, with the share for Municipality A then being 30/65; Municipality C being 20/65; and Municipality F being 15/65. Performing the division gives us the factor to be applied to the total cost of the project. For A, the factor is .46154; for C, .30769; and for F, .23077.
Let's assume that the total of the project is $2800.00. Given this, we find that Municipality A's share then is \(0.46154 \times 2800 = 1292.31\). Municipality C’s share is \(0.30769 \times 2800 = 861.53\); and Municipality F’s share is \(0.23077 \times 2800 = 646.15\). The formula is (individual participant’s % of EIT / total of individual participants’ % of EIT) (project cost) = individual participant’s pro rata share of the cost.

If, at the completion of any project there are funds surplus to the project, these funds shall be returned to each contributing governing body, pro rata, by the application of the same formula as that used to determine each municipality’s contribution for the project. For any project where funds are provided by governing bodies external to the participating member municipalities, excess funds shall be distributed based on the percentage share provided by the external governing bodies.

The Commission, with the consent of the governing bodies participating in a given project, may accept and utilize any funds, personnel, or other assistance made available by the federal or state governments or any of their agencies, or from individuals or foundations, and for the purposes of receiving and using federal or state grants for the provision of planning assistance, may enter into agreements or contracts pertaining to the funds or assistance.

**ARTICLE X—STAFFING**

The Commission shall, to carry out approved projects, obtain such ad hoc staff as it may deem necessary for its work, and may enter into contracts with planners or other consultants for services required to accomplish tasks to the extent permitted by its financial resources.

**ARTICLE XI—HEARINGS**

In addition to those required by law, the Commission may hold public hearings when it decides that such hearings will aid it in its course of action or will be in the public interest.

Notice of such hearings shall be made in at least one newspaper of general circulation in all of the area(s) affected by the matter to be discussed at the hearing. Notice shall appear not less than 10 nor more than 40 days prior to the meeting.

**ARTICLE XII—WITHDRAWAL**

A. In the event that any member municipality should, by majority vote of the governing body, convey an intention to discontinue participation in the Commission it shall:
1. Notify the chairman of the Commission in writing via certified mail, of this intent including all reasons for the decision of the governing body.

2. The municipality shall then grant the Commission an opportunity to resolve any differences which led to the decision of intent to withdraw.

3. The governing body may appoint one of its members to represent it at the meeting where the matter is to be discussed. This meeting shall be either a regular monthly meeting or a special meeting at the discretion of the chairman of the Commission.

4. In the event that the issue is not resolved and the municipality decides to withdraw from participation and membership in the Commission it shall do so by ordinance.

B. No portion of the funds contributed by the municipality as per Article IX or by any other means shall be utilized, unless they are part of existing allocations or obligations, after the letter expressing intent to withdraw has been received.

1. The funds contributed thus far by the municipality shall be treated in the following manner:
   a. Any portion of the municipality’s contribution that is part of current obligations or allocations shall be non-refundable.
   b. Further, any part of that contribution that is included for the purpose of receiving grants or assistance, pursuant to article IX, shall be non-refundable unless the agreement entered into for the purpose of receiving any grant(s) or assistance should not be approved or accepted.
   c. Any municipality’s share or portion of any fund or allocation or debt shall be equivalent to their percentage share of the Commission’s annual budget.
   d. All money not in use or relied on as stated herein, contributed by the withdrawing municipality shall be returned to the municipality within thirty days of the Commission meeting at which the intent to withdraw has been realized as an irrevocable decision.

2. Under no circumstances will the amount of money returned to the municipality exceed its contribution for the current budget year.

3. Should there be any dispute regarding the amount of money to be returned, the Commission and the municipality shall agree to and accept the decision of an independent auditor acceptable to both. Payment for the services of such auditor shall be shared equally by both parties.

**ARTICLE XIII—TRANSACTIONS, FINDINGS, AND DETERMINATIONS**

All financial transactions entered into by the Commission shall be done with the consent of the governing bodies unless otherwise specified by Act 247 as amended by Act 170.
Findings and determinations concerning any function undertaken by the Commission pursuant to Article VI shall be arrived at and dealt with in the following manner:

A. The chairman will assign one or more of the permanent committees to review the matter before the Commission or may appoint a special committee, pursuant to Article VIII, as need be.
   1. The committee(s) assigned shall review said matter and make recommendations, if any, when reporting findings to the Commission at the next scheduled meeting.
   2. The Commission, after having heard the report from the committee, shall vote on its decision to approve, disapprove, or make recommendations concerning the matter before the Commission.
   3. The chairman shall prepare a report on the decisions of the Commission and the reviewing committee and communicate it to the governing bodies of all member municipalities. A copy of the report shall be retained and become part of the public record of Commission activities.

B. Other Commission activities pursuant to Sections 1103 and 1104 of the Code shall be conducted in the same manner outlined in this Article for the handling of matters before the Commission.

ARTICLE XIV—REQUIREMENTS FOR MEMBERSHIP

Membership in the Southern York County Regional Planning Commission requires, and by acceptance of membership each participating municipality agrees to submit the following matters for review and opinion to the Regional Planning Commission or its professional consultant.

A. Any proposed change of its Zoning, and/or Subdivision and Land Development Ordinance.
B. Any variance or special exception requested for any property within 500 yards of the boundary of any other municipality.
C. Notice of any application for any change of land use requiring direct access to the subject tract through any part of an adjacent municipality.
D. The proposed opening, widening, improvement, narrowing or vacating of any public way connecting to, adjacent to or servicing any portion of another member municipality.
E. Any project, private or public, that will alter the direction or substantially increase or decrease the flow of storm water runoff that discharges into an adjacent participating municipality.
F. Proposed creation of any open space reservations, conservation districts, or floodplain zones.
G. Any new or substantial change in an existing public, commercial or community sewage collection, treatment or disposal facilities or any enlargement of any present facilities affecting any property within the boundary of any participating municipality.
H. Any public commercial or community water collection, storage, pumping or distribution facility within the boundary of any participating municipality.
I. Any public or commercial solid waste disposal facility, compaction station, incinerator or other public or commercial facility for the disposal of solid waste.
J. Any proposed shopping center, industrial park or residential development of 40 or more units anywhere within the boundaries of participating municipalities.

Details on the above shall be submitted to the Commission at least 10 days prior to its regular meeting. The Commission shall render an opinion with or without recommendations, which shall become part of the public record of the project.

Opinions of the Commission shall not be binding on the actions of the officials of the member municipalities.

ARTICLE XV—AMENDMENTS
These bylaws may be amended by a majority vote of the membership of the Commission, providing notice of the proposed amendment is sent to the governing bodies of all member municipalities for consideration at their regular meetings prior to the Commission meeting at which action will be taken.
MERCER COUNTY REGIONAL PLANNING COMMISSION
ORGANIZATION PROFILE

January 1, 2002

Mission. To prepare at the request of the governing body, a comprehensive plan and to conduct related studies and implementation activities.

- Mission is specified in the Pennsylvania Municipalities Planning Code, Act 247 of 1968 (as amended), Section 209.1. The Planning Code is the law, which governs all planning commissions, zoning and subdivision ordinances, and other land use controls.

History. MCRPC originated in 1952. At first it was the Shenango Valley Regional Planning Commission and served only the seven municipalities of Sharon, Farrell, Sharpsville, Wheatland, West Middlesex, Hickory (now Hermitage), and South Pymatuning. Later more municipalities sought membership. In 1972, the county sought membership and the commission was restructured combining the Shenango Valley Regional Planning Commission with the Mercer County Planning and Zoning Commission to form the present-day Mercer County Regional Planning Commission. Today membership includes 32 of the county’s 48 municipalities plus the county itself.

Organization. MCRPC is organized as a joint municipal planning commission in accord with Article XI of the Planning Code as existed prior to the amendments of Act 67 of 2000 and grand-fathered by said act.

- 32 municipalities and the county are voluntary members via an inter-governmental agreement.
- Each local government member contributes funds to support the organization according to a population-based formula stated in the agreement.
- Each local government member appoints at least 2 representatives to the commission. The larger municipalities and the county have additional representatives. One representative must be a governing body member and one representative must be a local planning commissioner (preferred) or at-large member. There are currently 80 seats on the commission.
- The commission meets monthly (except for June, July and August) on the 4th Tuesday, 7:30 PM at the Mercer County Regional Planning Commission offices, plus an annual dinner meeting the 3rd week in December. All meetings are advertised and open to the public.

**Committees.** There are several working committees that provide reviews/recommendations to the full commission and carry out certain authorized tasks:

- **Executive**—Consists of the 4 current officers (chairman, vice-chairman, secretary and treasurer) plus the immediate past chairman. Represents the commission in carrying out policies and programs and does organizational planning and development. Meets as desired.
- **Zoning & Subdivision Review**—Reviews major subdivision plans, requests for modifications to subdivision regulations, and zoning map or text amendments. Meets each month on the 3rd Tuesday, 7:30 PM, at the MCRPC office.
- **Program Review**—Reviews local community plans, sewage facilities plans, grant applications, and other projects needing review of the county planning commission. Meets as needed.
- **Finance & Personnel**—Helps prepare an annual budget and makes recommendations on personnel hirings, firings and salaries. Meets as needed.
- **Legislative**—Reviews proposed legislation and programs and prepares opinions, position statements, etc., for commission consideration. Meets as needed.

**General Budget Profile.** Total 2001 budget is profiled as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>County and municipal support—28%</td>
<td>Personnel—59%</td>
</tr>
<tr>
<td>PENNDOT planning—17%</td>
<td>Travel &amp; expense—3%</td>
</tr>
<tr>
<td>CDBG administration—10%</td>
<td>Printing and supplies—3%</td>
</tr>
<tr>
<td>Solid waste—12%</td>
<td>Quarters and operations—6%</td>
</tr>
<tr>
<td>Subdivision fees—5%</td>
<td>Equipment—2%</td>
</tr>
<tr>
<td>Special project grants—18%</td>
<td>Consultant services—18%</td>
</tr>
<tr>
<td>Miscellaneous and beginning balance—9%</td>
<td>Other &amp; ending balance—9%</td>
</tr>
</tbody>
</table>
Activities. The following list shows activities undertaken by the commission:

- Prepare comprehensive plans, land use plans and community development plans for member governments. The focal point is *Planning for Livable Communities*, the Mercer County Comprehensive Plan, adopted in 1996 and now being implemented.
- Prepare plans addressing special projects or problems (examples in recent years: Greenville Downtown Market Study, interchange development plans, Mercer County Housing Rehab Plan, Mercer County Long-Range Transportation Plan).
- Prepare new or revised land use control ordinances (zoning, subdivision and land development, floodplain management, etc.) for member governments. Review and comment on all amendments to such ordinances.
- Administer Mercer County subdivision and land development ordinance; review and approve all subdivision plans in 36 municipalities covered by county ordinance. Review and comment on all subdivision plans in municipalities with own ordinance.
- Prepare plans for countywide solid waste disposal. Serve as staff for the Mercer County Solid Waste Authority for implementation and enforcement of the plan.
- Serve as county-designated recycling coordinator. Assist with mandatory and voluntary local recycling programs and generally promote an active countywide recycling effort.
- Prepare public transit and highway transportation plans as federally-designated Metropolitan Planning Organization (MPO). Assist separate MPO coordinating committee in approval of long-range plan and periodic transportation improvement programs (TIPs) necessary for federal funding of highway and transit projects.
- Work with the county’s lead economic development agency and local industrial development corporations (IDCs) to plan for and facilitate development of reuse and new economic development projects.
- Administer Community Development Block Grant Program for Mercer County, Greenville Borough, Pine Township and other grantees when requested.
- Prepare grant applications for a variety of community improvement projects.
- Prepare research and studies of local demographic/economic conditions to 1) support needs assessments and grant applications by municipalities and agencies; 2) provide needed information for marketing and prospective developers; and 3) fill public requests.
- Aid municipalities, agencies, local groups, etc. in implementing community plans.
- Assign addresses and update street/address database files for 911.
This agreement made this first day of January, 1994, by and among the City of Farrell, City of Hermitage, City of Sharon, Borough of Clark,...( and 12 other boroughs)...Township of Findley, Township of Hempfield,... (and 13 other townships)... and the County of Mercer, all in the County of Mercer, Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, The Act of 1988, December 21, Act No. 170, Section 1102, (53 P.S., 11102) and subsequent amendments thereto authorized the association together of municipalities in the creation of a Regional Planning Commission for any region defined, as may be agreed upon by said cooperating municipalities, and

WHEREAS, The officials of the aforesaid municipalities recognize the necessity for regional planning in the area composed of the municipalities designated above, and

WHEREAS, By proper ordinances, the authorities of the aforesaid municipalities have authorized and directed the respective municipalities to join and associate together in the creation of a Regional Planning Commission to be known as the “Mercer County Regional Planning Commission.” Said Commission shall be a continuing successor to the present Mercer County Regional Planning Commission, which is the creation of all the municipalities participating in this agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein contained and previously adopted, it is agreed by and among several municipalities that this Articles of Agreement of the present Regional Planning Commission be amended as follows:

1. In conformity with the laws of Pennsylvania, and the various ordinances and resolutions adopted by the municipalities, which are parties to this agreement, the aforesaid municipalities do hereby continue a Regional Planning Commission, which shall now be known and designated as “The Mercer County Regional Planning Commission.”
2. The functions, duties, responsibilities and planning activities of “The Mercer County Regional Planning Commission” shall be undertaken in compliance with the requirements of the aforesaid Acts of Assembly, and the areas within which the Commission shall perform and exercise its functions, duties, and planning activities, except as hereinafter set forth, shall be the region comprehended and included in the aforesaid municipalities.

3. Definitions:
   A. Member: Every municipal corporation including the County of Mercer which participates in this agreement by its passage of an ordinance to be bound by these Articles of Agreement, and who has not withdrawn or been expelled from membership as set forth in these Articles of Agreement.
   B. Representative: A person appointed by a member as defined in part A above.

4. “The Mercer County Regional Planning Commission,” shall for the year 1994, and thereafter, until further mutually agreed upon, be comprised of representatives from each participating municipal subdivision. Each participating political subdivision shall appoint representation as follows:
   A. The Mercer County Commissioners shall appoint representatives at-large on the following basis:
      (1) At least one member of the Board of County Commissioners.
      (2) Nine (9) additional at-large representatives.
      Suggested representation shall be from among the following:
      law;
      minority groups;
      agriculture;
      insurance;
      real estate;
      merchants;
      engineers;
      architects;
      finance;
      industry;
      construction;
      labor.
B. The other members shall appoint representatives on the basis of one (1) person per each 6,000 unit of population plus one (1) for a residual 4,000 of population more, plus one (1) elected official from each municipality.

Representation from each member other than the County of Mercer, shall be as follows:

1. Each member with two (2) representatives shall appoint one (1) representative from that member’s elected governing body and one (1) representative from that member’s planning commission.

2. Where three or more representatives are possible, at least one member shall be from the elected body, at least one member from the local planning commission, and other members appointed at-large, at the discretion of the elected body.

3. If the member does not have a planning commission or no person on that commission is willing to serve or available for service, the elected body of that member may appoint an at-large representative as they see proper.

C. The Mercer County Boroughs Association and the Mercer Association of Township Officials may each appoint one representative to represent the regional viewpoints of all boroughs and townships in Mercer County including those that are not members, provided that neither such representatives nor their appointing organization shall be considered members as defined by this agreement or be allowed a vote in matters as set forth in paragraphs 10, 12 and 13.

D. All present representatives of the Mercer County Regional Planning Commission shall serve for the remainder of the term for which each has been previously appointed.

No political subdivision shall make an appointment at the expiration of the term of any present representative, if such appointment will cause such municipality’s representation to exceed one (1) per each 6,000 unit of population, plus one (1) for a residual 4,000 of population or more, plus one (1) elected official.

In the event of a vacancy caused by death, resignation or otherwise of any member, such vacancy shall be filled by the appointing member as set forth in paragraph 4 for the unexpired term.

E. All appointments of representatives to the Mercer County Regional Planning Commission shall be for a term of 3 years, except that as new political subdivisions join the Mercer County Regional Planning Commission, the new subdivision’s initial appointments shall be staggered so that a proportionate number shall expire each year for 3 years.

F. Residence requirements are as follows:

1. Representatives shall be residents of the respective member municipalities for a period of
not less than 3 years, and shall be eligible for reelection.

(2) Representatives from the County of Mercer must be residents of Mercer County. Said representatives may be residents of other member municipalities.

5. Each member shall annually appropriate and pay to the Mercer County Regional Planning Commission a proportionate share of the expenses of the Mercer County Regional Planning Commission based on a budget approved yearly by the representatives of said Commission. The proportion each member shall pay yearly shall be based on the following formula:

   (a) Municipal members—Shall each pay a pro rata share (based on the proportion of each municipality’s population to the total population of all municipal members) of an amount equal to 32% of the net revenue budget.
   (b) Mercer County—Shall pay 68% of the net revenue budget.
   (c) Net revenue budget is defined as that portion of the total revenue budget approved yearly by the representatives of the Commission not including revenue from grants, third party contracts, fees or beginning year balances.

6. Each member shall pay an amount equal to 25% or more of its share of the annual expenses on or before January 15th of each year and the remainder thereof in proportionate quarterly installments on or before the 15th days of April, July, and October.

7. The Mercer County Regional Planning Commission shall maintain and keep records of all receipts and disbursements which records shall be audited annually by a Certified Public Accountant. A copy of each annual audit shall be furnished to each member.

8. All meetings of the Mercer County Regional Planning Commission shall be held at a time and place to be fixed by the Commission, and in accordance with its Bylaws.

9. The Mercer County Regional Planning Commission shall be charged with such duties as enumerated in the laws of the United States and the Commonwealth of Pennsylvania including these aforementioned acts and its supplements and amendments and as determined by the members as set forth in the Bylaws of the Commission, and such other responsibilities or contracts not in derogation of law and approved by the members of the Commission as set forth in the Bylaws. Nothing in this agreement shall be in derogation of the powers of the members’ planning commissions who have such commissions unless those powers are, or have been previously delegated to the Mercer County Regional Planning Commission or its predecessors by the members, in accordance with law.
10. A majority of the members may, from time to time, admit other municipal units as participating members.

11. This agreement shall continue from year to year, until the parties agree to cancel same. However, members shall have the right to withdraw from the Commission at the end of any calendar year, by giving six months notice to the Commission.

12. These Articles of Agreement may be amended by a two-thirds majority vote of the total membership of the Commission, whether or not present, at any special meeting called for such purpose, but only members who are present at the special meeting may vote with each member having one vote. The special meeting may be held no sooner than forty-five days after the mailing of the notice of said meeting to each member.

13. The Mercer County Regional Planning Commission may dissolve itself by a two-thirds majority vote of the total membership of the Commission, whether or not present, at any special meeting called for such purpose, but only members who are present at the special meeting may vote with each member having one vote. The special meeting may be held no sooner than forty-five days after the mailing of the notice of said meeting to each member.

   Upon dissolution, after the payment of all outstanding liabilities, each member shall receive a pro-rata share of the remaining assets based on the same formula as the dues that are paid by the members at the time of dissolution.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested in the names of the respective members by their duly authorized officials with the corporate seals of the said members being duly attached hereto.

ATTEST:                      CITY OF FARRELL:
By_________________________    By_________________________
(SEAL)

(Signed and sealed by all 32 member municipalities (one added in 1998) and the county.)
In response to Acts 67 and 68 of 2000, the Mercer County Regional Planning Commission (MCRPC) quickly assessed (and found value in) the new opportunities and incentives for cooperative planning provided by the MPC reforms. In partnership with the University of Pittsburgh Graduate School of Public and International Affairs (GSPIA), MCRPC spent the year 2001 analyzing how to capitalize on the new state planning laws. GSPIA received a state land use planning grant to facilitate discussions. Through a countywide public participation process that included representatives from county and local governments, school districts, private businesses, and citizen interest groups, Mercer County determined that it should pursue cooperative planning under Act 67. MCRPC favored developing plans that would designate growth areas, future growth areas, and rural resource areas, and plans and ordinances that would accommodate all land uses within multi-municipal areas, rather than within each member municipality. Discussions continued and in 2002, MCRPC initiated a countywide planning process that includes developing multi-municipal plans and a new county comprehensive plan.

For current information on MCRPC cooperative plans, see the sidebar on page 2-5, visit www.mcrpc.com, or contact Denny Puko, Director, MCRPC, 724-981-2412 or dpuko@mcrpc.com.

Sources:
Organization Profile taken directly from the MCRPC website.
MCRPC Annual Reports 2000 and 2001 from the MCRPC website.
Amended Articles of Agreement provided by MCRPC.
Appendix 2A-5: Multi-Municipal Planning in Lycoming County

By: Jerry Walls, AICP and Kurt Hausammann, AICP
Lycoming County Planning Commission

The idea for a joint comprehensive plan in Lycoming County started with the Greater Williamsport 2000 Alliance (Alliance). (Under the 2000 amendments to the MPC, joint plans are now called multi-municipal plans.) One of the major advantages of a joint or multi-municipal plan, is that zoning uses may be spread in reasonable geographic areas across the municipalities covered by the plan. The possibility of a joint plan for the Alliance generated interest in other municipalities, who began to investigate the idea of multi-municipal comprehensive plans to cover their geographic areas. Some municipalities contacted the Lycoming County Planning Commission (LCPC) to explore the idea of developing such plans. As a result, the planning department surveyed the entire county to determine what municipal groupings might be possible based on location, common interests and goals, and unique land features.

Twenty-six potential municipalities interested in multi-municipal planning were identified in Lycoming County and one in Union County. LCPC attended meetings in each municipality to stress the importance of developing a comprehensive plan, to propose the idea of joint or multi-municipal plans, and to describe the benefits. All 27 municipalities agreed to participate in six joint municipal plans and passed resolutions of intent. To facilitate the process, LCPC put a funding package together that was attractive to municipal governments. The cost of developing the multi-municipal comprehensive plans would be a fraction of the cost of preparing an individual plan. The county accessed funds from DCED and PENNDOT, and provided a budget for approximately $90,000 in staff time to work on the plans. Local governments will be responsible for about 40% of the total cost. In addition, LCPC is administering a single contract with the team of consultants, as well as the grant contracts with state agencies.

The six joint or multi-municipal plans will cover 50% of Lycoming County municipalities and 83% of the population. This effort includes the largest number of municipalities participating in a joint community planning project in Pennsylvania. In addition, the county comprehensive plan is being updated as part of this effort and 52 municipalities are participating, including all of the municipalities in Lycoming County and one from Union County.