

TOWNSHIP OF HONEY BROOK
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 164-2012

AN ORDINANCE OF THE TOWNSHIP OF HONEY BROOK, CHESTER COUNTY, PENNSYLVANIA, ENACTED PURSUANT TO THE TERMS OF THE INTERGOVERNMENTAL COOPERATION ACT, 53 Pa.C.S.A. SECTION 2301, ET SEQ., AUTHORIZING HONEY BROOK TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OTHER MUNICIPALITIES LOCATED IN WESTERN CHESTER COUNTY TO FORM THE WESTERN CHESTER COUNTY COUNCIL OF GOVERNMENTS ("WCCCOG").

WHEREAS, the Board of Supervisors of Honey Brook, and other governing bodies of municipalities located in Western Chester County which are identified on Exhibit "A" of the Intergovernmental Cooperation Agreement (hereinafter the "Members") have expressed an interest in the formation of and participation in a Council of Governments for the purpose of discussing and studying local issues of mutual interest and concern to each municipality and to plan and formulate solutions for common regional problems such as zoning, transportation, cable telecommunications and emergency services; and

WHEREAS, the Members now desire to enter an Intergovernmental Cooperation Agreement to create a Council of Governments to be known as "The Western Chester County Council of Governments" which will memorialize the responsibilities and obligations of the Members of the WCCCOG; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of 1996, 53 Pa.C.S.A. §2301 et seq., the Members may enter agreements with other municipalities and government agencies to perform governmental powers and duties upon the passage of an ordinance by the governing body; and

WHEREAS, this Ordinance is enacted to authorize the Township/Borough/City to enter the Intergovernmental Cooperation Agreement to Create the Western Chester County Council of Governments, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference (the "Agreement");

NOW THEREFORE, BE IT ENACTED AND ORDAINED, by authority of the Board of Commissioners of Caln Township/Borough/City as follows:

SECTION 1. Authorization. The Board of Supervisors of Honey Brook Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with the municipalities which are identified on Exhibit "A" of the Agreement to form the Western Chester County Council of Governments ("WCCCOG"), in accordance with the terms and conditions authorized by this Ordinance and set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. Furthermore, the appropriate officers of the Township/Borough/City are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purposes and intent of the Agreement and this Ordinance.

SECTION 2. Conditions of Agreement. The Agreement is conditioned upon each Township/Borough/City's governing body enacting an Ordinance which authorizes such municipalities to participate in the WCCCOG and to execute the Agreement.

SECTION 3. Duration and Term of Agreement. The WCCCOG shall be created for, and the Agreement shall have, an initial term of five (5) years, which term shall commence on the Effective Date of the Agreement (as defined in paragraph 17 of the Agreement). At the expiration of the initial five year term, the Agreement and the WCCCOG shall automatically renew for successive one (1) year terms unless a majority of the municipalities, acting through their delegates, vote to terminate the Agreement.

SECTION 4. Purpose and Objectives of the Agreement. The purposes and objectives of the WCCCOG include, but are not limited to the following:

A. To provide a forum for the discussion of regional issues that affect the Members and their residents;

B. To discuss and study local issues of mutual interest and concern to each Member and its residents and to formulate solutions for common regional problems;

C. To allow for regional planning and coordination on local government issues such as, but not limited to zoning, transportation, emergency services, geographical information systems ("GIS"), cable communications, technological electronic communication and any other issues which affect the Western Chester County region;

D. To train municipal officials and employees in various municipal topics and laws that affect municipalities;

E. To undertake, coordinate and administer programs of regional interest that benefit some or all of the Members;

F. To create an alliance for obtaining more competitive rates on the purchase of goods and services for the Members; and

G. To perform such other activities as the Members may mutually agree may be undertaken through the WCCCOG which are related to the objectives identified above.

SECTION 5. Manner and Extent of Financing for the Agreement.

A. the Board of Delegates shall annually prepare a proposed annual budget.

1. At the organizational meeting of the Board of Delegates, the Board shall adopt an annual budget, or authorize the prompt creation of an annual budget for the WCCCOG.
2. Thereafter, the Board shall annually prepare the proposed budget and submit it to the members at least 60 days prior to the end of the calendar year.
3. The Board of Delegates shall finally vote to approve or reject the budget prior to the end of the calendar year.
4. In the event that the proposed annual budget is not approved by the majority of the Members' governing bodies, the Board of Delegates shall revise said budget in accordance with the reasons provided by the governing bodies in support of the rejection.
5. Following the initial year of the Agreement, the process for preparing, presenting and adopting an annual budget shall be defined by the adopted Bylaws of the WCCCOG.
6. Until the new annual budget is approved by the majority of the Members' governing bodies, the prior years' budget shall remain in effect

B. Within sixty (60) days following the Effective Date of the Agreement, each Member shall be responsible to make an initial contribution to the WCCCOG of Two Hundred and Fifty (\$250.00) Dollars, which contribution shall be deposited into an account established for the WCCCOG by its Secretary/Treasurer. Thereafter, each Member shall contribute an equal share to the expenses of the WCCCOG, as determined by the annual budget. Each Member shall contribute its share of the WCCCOG's operational expenses by the end of the first quarter of the calendar year as otherwise determined by the Board. A Member which does not promptly pay its annual contribution may have its membership in the WCCCOG terminated by a majority vote of the Board of Delegates. In the event of such termination, the terminated Member's delegate and alternate delegate shall be precluded from voting on any matter or issue voted upon by the Board of Delegates.

C. In the event that the WCCCOG undertakes a specific program or activity that does not involve all of the Members, only the Members which participate in such program or activity shall be liable for the expenses related to such program or activity.

SECTION 6. Organizational Structure Necessary to Implement the Agreement.

A. The WCCCOG shall be governed by a Board of Delegates which shall consist of one delegate and an alternate delegate from each Member. The delegates and alternate delegates shall be appointed by the governing body of each Member to serve in such capacity for a one (1) year term. Each delegate and alternate delegate shall be an elected official of the Member.

B. Within sixty (60) days after the Effective Date of the Agreement, the Board of Delegates shall conduct an organizational meeting. At the organizational meeting the Board shall elect the officers of President, Vice-President, and Secretary/Treasurer and adopt Bylaws, or authorize the prompt preparation of Bylaws for future adoption, which shall govern the day to day affairs of the WCCCOG.

C. Each Member shall be entitled to one (1) vote in the WCCCOG which vote shall be cast by the delegate in attendance at the Board of Directors' meetings.

SECTION 7. Manner In Which Real or Personal Property Shall Be Acquired, Managed, Licensed or Disposed Of. The WCCCOG is not authorized by the Agreement to purchase real property. If the WCCCOG purchases personal property, it shall take title to such personal property in the name of WCCCOG, unless otherwise agreed to by the Board of Delegates. Upon termination of the Agreement, any personal property owned by the WCCCOG shall be distributed to the Members, or sold and the proceeds distributed to the Members, as determined by the Board of Delegates. All other matters pertaining to the acquisition, management, licensing or disposal of personal property by the WCCCOG shall be decided by a majority vote of the Board of Delegates.

SECTION 8. Authority to Enter Into Contracts or Policies of Group Insurance and Employee Benefits. The WCCCOG is empowered to enter into contracts for policies of group insurance and employee benefits including Social Security for any employees of the WCCCOG. No such employees are anticipated by the Members and a majority of the Board of Delegates must first vote to hire any such employees and approve any such contracts.

SECTION 9. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such

unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 10. Effective Date. This Ordinance shall become effective for the Township/Borough/City upon enactment as by law provided.

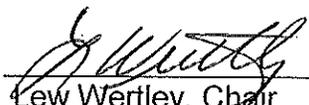
ENACTED AND ORDAINED this 12th day of September 2012.

ATTEST:

**BOROUGH COUNCIL
CITY COUNCIL
BOARD OF SUPERVISORS
BOARD OF COMMISSIONERS**



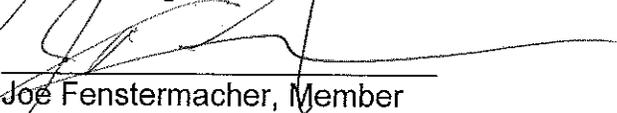
Antoinette Antonini
Township Admin



Lew Wertley, Chair



John McHugh, Vice-Chair



Joe Fenstermacher, Member

**INTERGOVERNMENTAL AGREEMENT TO CREATE
THE WESTERN CHESTER COUNTY COUNCIL OF GOVERNMENTS**

THIS INTERGOVERNMENTAL AGREEMENT is entered this 12th day of Sept. 2012, by and between the municipalities which are listed on Exhibit "A" which is attached hereto (the parties identified on Exhibit "A" shall be referred to collectively as "Members" or individually as a "Member").

BACKGROUND:

WHEREAS, Article 9, Section 5 of the Pennsylvania Constitution and the Intergovernmental Cooperation Law, (Act 177 of 1996), 53 Pa.C.S.A. § 2301 *et seq.* (the "ICL") authorizes two or more local governments to jointly cooperate with other local governments in the exercise or performance of their respective governmental functions, powers and responsibilities; and

WHEREAS, the governing body of each Member has expressed an interest in approving the creation of a Council of Governments ("COG") for the purposes set forth herein; and

WHEREAS, pursuant to the procedure in the ICL, the Members desire to enter this Agreement to form the Western Chester County Council of Governments ("WCCCOG") and to establish the framework, organizational structure and governing regulations under which the WCCCOG shall operate:

NOW THEREFORE, the Members hereto, intending to be legally bound, agree as follows:

1. **Formation of Western Chester County Council of Governments ("WCCCOG")**. Pursuant to the authority granted in the Pennsylvania Constitution and the ICL, the Members hereby form a Council of Governments to be known as "the

Western Chester County Council of Governments" which shall be identified by the acronym, "WCCCOG." The municipalities identified above shall constitute the original members of the WCCCOG subject to the right of additional municipalities to join the WCCCOG pursuant to the procedure in paragraph 9 herein.

2. **Purposes and Objectives of WCCCOG.** The purposes and objectives of the WCCCOG include, but are not limited to the following:

A. To provide a forum for the discussion of regional issues that affect the Members and their residents;

B. To discuss and study local issues of mutual interest and concern to each Member and its residents and to formulate solutions for common regional problems;

C. To allow for regional planning and coordination on local government issues such as, but not limited to zoning, transportation, emergency services, cable communications and any other issues which affect the Western Chester County region;

D. To train municipal officials and employees in various municipal topics and laws that affect municipalities;

E. To undertake, coordinate and administer programs of regional interest that benefit some or all of the Members;

F. To create an alliance for obtaining more competitive rates on the purchase of goods and services for the Members;

G. To enter into contracts for policies of group insurance and employee benefits including Social Security; and

H. To perform such other activities as the Members may mutually agree may be undertaken through the WCCCOG which are related to the objectives identified above.

3. **Organizational Structure/Membership/Officers.**

A. The WCCCOG shall be governed by a Board of Directors which shall consist of one delegate and an alternate delegate from each Member. The delegates and alternate delegates shall be appointed by the governing body of the respective Member to serve in such capacity for a one (1) year term. All delegates and alternate delegates shall be elected officials of the Member.

B. Within thirty (30) days after the Effective Date of this Agreement, the Board of Directors shall conduct an organizational meeting. At the organizational meeting the Board shall elect the officers of President, Vice-President, and Secretary/Treasurer and adopt Bylaws which shall govern the day to day affairs of the WCCCOG.

C. Each Member shall be entitled to one (1) vote in the WCCCOG which vote shall be cast by the delegate in attendance at the Board of Directors' meetings.

4. **Term.** This Agreement and the WCCCOG shall be created for an initial term of five (5) years, which term shall commence on the Effective Date of this Agreement (as defined in paragraph 16). At the expiration of the initial five year term, this Agreement and the WCCCOG shall automatically renew for successive one (1) year terms unless a simple majority of the Members, acting through their delegates, vote to terminate this Agreement and the WCCCOG. Such vote to terminate the

WCCCOG must be made at least thirty (30) days prior to the expiration of the then current term of this Agreement.

5. **Member's Ability to Terminate Membership in WCCCOG.**

Notwithstanding the provisions in paragraph 4 above, a Member may terminate its participation in the WCCCOG provided that the governing body of the Member enacts a resolution authorizing such termination. If a Member's governing body enacts such resolution, the termination shall be effective thirty (30) days after the date of enactment of the resolution.

Notwithstanding the provisions in paragraph 4 above, any Member may withdraw from the WCCCOG at any time for any reason with thirty (30) days advanced written notice to the WCCCOG. The withdrawing Member shall not be entitled to a refund of any portion of any fees paid to the WCCCOG and shall remain liable for its share of any costs, expenses or fees incurred and/or assessed prior to the date of withdrawal. Further, any Member may be removed from the WCCCOG upon the vote of at least two-thirds ($\frac{2}{3}$) of the Members for failure to pay any fees or for other good cause. Any Member removed from the WCCCOG shall not be entitled to a refund of any portion of any fees paid to the WCCCOG, and shall remain liable for its share of any costs, expenses or fees incurred and/or assessed prior to the date of removal.

6. **Powers and Scope of Authority delegated to the WCCCOG.**

A. The WCCCOG is comprised of the municipalities that are parties to this Agreement which are set forth on Exhibit "A" and any other municipalities in the western Chester County region that join the Agreement in the future pursuant to

the procedures in paragraph 9 herein. The municipality is the Member who shall act through its delegate or alternate delegate.

B. The Board of Directors shall have the authority to act on behalf of the WCCCOG and take any and all actions on behalf of the WCCCOG provided that such actions further the objectives of the WCCCOG and are approved by a majority vote of the Members.

C. The WCCCOG shall have the authority to participate and initiate "special" projects and programs that are consistent with the objectives of the WCCCOG as stated in paragraph 2 herein. If the Board of Directors votes to initiate a particular program or activity that is consistent with the goals and objectives of the WCCCOG, it shall enact a resolution which specifies the details of the program or activity, including the purpose, term and funding for the program or activity. Each Member will then have the discretion to participate in such program or activity provided that its governing body enacts a resolution approving the Member's participation.

D. No later than the organizational meeting of the Board of Directors the Board shall establish three committees. 1. Governance Committee responsible for the development of and maintenance of group Bylaws and the nominations for the initial and annual Board officers. 2. Budget Committee responsible for the development of the initial and future draft budgets for presentation to the full Board and the members. 3. Project Committee responsible to discuss and review possible projects for implementation by members of the group.

7. Financing/Budget for WCCCOG.

A. The fiscal year of the WCCCOG shall be the calendar year.

At the organizational meeting of the Board of Directors, the Board shall establish an annual budget for the WCCCOG, which budget must be approved by the governing body of each Member. Thereafter, the Board of Directors shall present the annual budget to the Members on or before September 30th of each year and the governing body of each Member shall vote to approve or reject the budget on or before October 31st of the same year. In the event that the budget is not approved by the majority of the Member's governing bodies, the Board of Directors shall revise said budget in accordance with the comments from the Members. Until the new budget is approved by the majority of the Members, the prior years' budget shall remain in effect.

B. Each Member shall be responsible to make an initial contribution to the WCCCOG of \$ 250.00, ~~250~~ which contribution shall be deposited into an account established for the WCCCOG and administered by the Secretary/Treasurer. Thereafter, each Member shall contribute an equal share to the operational expenses of the WCCCOG, as determined by the annual budget. Each member shall contribute its proportional share of the WCCCOG's operational expenses in quarterly intervals by the end of the first quarter of the year or as otherwise determined by the Board.

C. In the event that the WCCCOG undertakes a specific program or activity that does not involve all of the Members, only the Members who participate in such program or activity shall be liable for the expenses related to such program or activity.

8. **Manner in which Property will be Acquired.** The WCCCOG does not intend to purchase any real property. If the WCCCOG purchases personal property for its use, it shall take title to such personal property in the name of the WCCCOG, unless otherwise agreed to by the Board of Directors.

9. **Additional Members.** Other municipalities in the western Chester County area may join the WCCCOG provided that the governing body of such municipality enacts an resolution ordinance approving the municipalities' municipality's participation in the WCCCOG. And a majority of the Board votes to approve the admission of the new member, and provided such additional municipality executes a Joinder agreeing to be bound by the terms of this Agreement and any Bylaws adopted for the WCCCOG. New members shall pay the full applicable yearly dues of the Board.

10. **Notices.** Whenever a notice is required to be given to any party to this Agreement, the addresses listed aboveherein shall be used unless a different address is specifically designated by such party. The notices shall be addressed to the Member's delegate, and alternate with a copy to the Member's manager.

Notices given by certified mail will be considered to have been given two business days after being deposited in the United States mail. Notices given by personal delivery shall be considered to have been given on the date of delivery. Notices given by overnight courier shall be considered to have been given on the first business day after the date deposited with such overnight courier. Notices given by telecopier shall be deemed given upon completion of transmission as evidenced by the confirmation sheet generated by the sending facsimile machine. Notices may be given on behalf of any party by its counsel.

11. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. **Severability.** Should any paragraph, term or provision of this Agreement hereafter be declared to be invalid or unenforceable for any reason, such declaration shall not affect or impair the validity or enforceability of the remainder of this Agreement, it being the intention of the parties hereto that this Agreement would have been made and entered into had not such illegal or invalid provision been incorporated herein.

13. **Waiver.** The failure of any party hereto to insist upon strict performance of this Agreement of any of the terms or conditions shall not be construed as a waiver of any of its rights hereunder to thereafter require strict performance.

14. **Entire Agreement.** This writing constitutes the entire agreement among the parties. No modification of the terms of this Agreement shall be effective as to any party unless approved in writing by such party in a signed addendum to this Agreement.

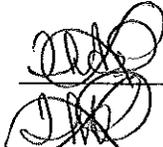
15. **Counterparts.** This Agreement may be executed in any number of counterparts each of which when executed, shall be deemed to be an original but all such counterparts shall constitute one and the same instrument.

16. **Effective Date.** This Agreement shall be effective for each member on the date ("Effective Date") that the governing body of each Member has adopted an ordinance authorizing the Member to enter this Agreement and join the WCCCOG.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed and attested with the seal of the respective parties as of the date first mentioned hereinabove.

ATTEST:
Municipality

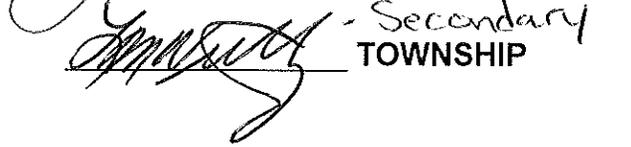
TOWNSHIP



Honey Brook Twp BY:

Honey Brook Twp
ATTEST:



Primary


Secondary
TOWNSHIP

BY:

ATTEST:

_____ TOWNSHIP

BY:

ATTEST:

_____ TOWNSHIP

BY:

ATTEST:

_____ TOWNSHIP

BY:

EXHIBIT "A"

**LIST OF PARTICIPATING MUNICIPALITIES IN THE
WESTERN CHESTER COUNTY COUNCIL OF GOVERNMENTS**

Atglen Borough

Caln Township

City of Coatesville

East Brandywine Township

East Fallowfield Township

Honey Brook Township

Modena Borough

Parkesburg Borough

South Coatesville Borough

Valley Township

West Brandywine Township

West Caln Township

West Sadsbury Township