

**ORDINANCE NO. 2009-04**

**AN ORDINANCE OF EAST FALLOWFIELD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, ENACTED PURSUANT TO THE TERMS OF THE INTERGOVERNMENTAL COOPERATION ACT, 53 Pa.C.S.A. SECTION 2301, ET SEQ., AUTHORIZING ITS BOARD OF SUPERVISORS TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT**

**WHEREAS**, Atglen Borough, Caln Township, East Brandywine Township, East Caln Township, East Fallowfield Township, Honey Brook Borough, Honey Brook Township, Modena Borough, Newlin Township, Sadsbury Township, South Coatesville Borough, Valley Township, West Bradford Township, West Caln Township, West Fallowfield Township, West Grove Borough, West Nantmeal Township and West Pikeland Township (hereinafter "Members") have authorized their formation of and participation in a multi-municipal regional board of appeals to hear matters under the Uniform Construction Code, as set forth in 34 Pa. Code §403.121(d).

**WHEREAS**, the Members now desire to enter into an Intergovernmental Cooperation Agreement to create a board to be known as the "Western Chester County Regional UCC Board of Appeals" (hereinafter "Board of Appeals") which will memorialize the Members' responsibilities and obligations thereof; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act of 1996, 53 Pa.C.S.A. §2301 *et seq.*, the Members may enter into 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, pursuant to 34 Pa. Code §403.121(d), to authorize the Board of Supervisors to enter into the Intergovernmental Cooperation Agreement to create the Western Chester County Regional UCC Board of Appeals, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter "Agreement").

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Board of Supervisors as follows:

**SECTION 1. Authorization.** The Chairman of the Board of Supervisors is hereby authorized to enter into the Agreement 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 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 Member's governing body enacting an ordinance which authorizes such Member to participate in the Board of Appeals and to execute the Agreement.

**SECTION 3. Duration and Term of Agreement.** The Board of Appeals shall be created for and the Agreement shall have an initial term of 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 5-year term, the Agreement and the Board of Appeals shall automatically renew for successive 1-year terms unless a majority of the Members, acting through their representatives, vote to terminate the Agreement.

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

- A. To establish a body for the joint administration and enforcement of the Pennsylvania Construction Code Act, 35 P.S. §7210.101-1103.
- B. To establish a procedure for the appointment of a hearing board of appeals to hear requests for variances or extensions of time and appeals from Code administrator decisions under the Pennsylvania Construction Code Act, 35 P.S. §7210.101-1103.
- C. To schedule meetings and provide public notice of meetings in accordance with the Sunshine Act, 65 Pa.C.S. §701-716.
- D. To perform such other activities as the Members may mutually agree may be undertaken through the Board of Appeals which are related to the objectives identified above.

**SECTION 5. Organizational Structure Necessary to Implement the Agreement.**

- A. The Board of Appeals shall be governed by its Members and shall consist of one representative and an alternate representative from each Member. The representative and alternate representative shall be appointed by the governing body of each Member. The representative and alternate representative need not be an elected official of the Member.
- B. Within 30 days after the Effective Date of the Agreement, the Members shall conduct an organizational meeting. At the organizational meeting the Members shall elect an Executive Committee consisting of the officers of President, Vice-President, Secretary, Treasurer and two other Officers at-large and adopt By-Laws which shall govern the day-to-day affairs of the Board of Appeals. The President shall not have the right to vote on any matter before the Executive Committee except where needed to break a tie vote of the Executive Committee.
- C. Each Member shall be entitled to 1 vote in the Board of Appeals which vote shall be cast by the representative in attendance at the meetings.

**SECTION 6. Manner and Extent of Financing for the Agreement.**

- A. At the organizational meeting of the Board of Appeals, the Executive Committee or Treasurer shall establish an annual budget or authorize the prompt creation of an annual budget for the Board of Appeals. Thereafter, the Executive Committee or Treasurer shall

present the proposed annual budget to the Members on or before September 30 of each year and the governing body of each Member shall vote to approve or reject the budget on or before October 31 of the same year. In the event that the proposed annual budget is not approved by the majority of the Members' governing bodies, the Executive Committee or Treasurer shall revise said budget in accordance with the comments from the Members. Until the new budget is approved by the majority of the Members' governing bodies, the prior year's budget shall remain in effect.

- B. Each Member shall be responsible to make an initial contribution to the Board of Appeals of \$600.00, which contribution shall be due on or before July 31, 2009 and which shall be deposited into an account established for the Board of Appeals and administered by the Solicitor and Treasurer. Thereafter, each Member shall pay an annual fee which shall be due on or before January 15<sup>th</sup> of each year. The annual fee shall be determined by a resolution of the Executive Committee during the 3<sup>rd</sup> Quarter of each year.
- C. In the event that the Board of Appeals 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.

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

**SECTION 8. Authority to Enter Into Contracts or Policies of Group Insurance and Employee Benefits.** The Board of Appeals is empowered to enter into contracts for policies of group insurance and employee benefits including Social Security for any employees of the Board of Appeals. No such employees are anticipated by the Members and a majority of the Members 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 Board of Supervisors 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. Repealer.** All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed as far as the same affects this ordinance.

**SECTION 11. Effective Date.** This Ordinance shall become effective upon enactment as by law provided.


ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

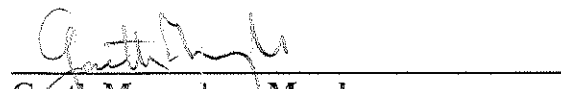
**BOARD OF SUPERVISORS OF  
EAST FALLOWFIELD TOWNSHIP**

  
\_\_\_\_\_  
George Broadbent, Chairman

\_\_\_\_\_  
Chris Makely, Vice Chairman

  
\_\_\_\_\_  
Chris Amentas, Member

  
\_\_\_\_\_  
Gary Barach, Member

  
\_\_\_\_\_  
Garth Monaghan, Member

**ATTEST:**

  
\_\_\_\_\_  
Denise Miller, Secretary