# INTERGOVERNMENTAL AGREEMENT

ESTABLISHING JOINT BOARD OF APPEALS

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Township, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Pennsylvania, a municipality existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the ”Party” or the “Municipality”.

WITNESSETH:

WHEREAS, the Pennsylvania Uniform Construction Code (UCC) requires that municipalities enforcing the UCC establish a Board of Appeals; and

WHEREAS, the UCC further provides that municipalities may elect to create and participate in a Joint Board of Appeals, if such action is approved by the individual governing bodies of said municipalities; and

WHEREAS, there may be difficulties in fully staffing a Board of Appeals with qualified personnel in each municipality; and

WHEREAS, the Parties desire collectively to associate themselves by virtue of this Agreement to create a Joint Board of Appeals; and

WHEREAS, the Parties have determined that the provision of a Joint Board of Appeals on a regional basis will enhance their ability to safeguard the public health, safety and welfare; and

WHEREAS, cooperation among Municipalities is a proper exercise and discharge of their governmental powers, duties and functions; and

WHEREAS, the parties enter into this Agreement pursuant to Article 9, Section 5, of the Pennsylvania Constitution and Act commonly known as the “Intergovernmental Cooperation Act,” 53 Pa. C.S. §2301 *et. seq*.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I

FORMATION OF JOINT BOARD OF APPEALS

AND APPOINTMENT OF ADMINISTRATOR

SECTION A. Agreement to Cooperate. Pursuant to 53 Pa. C.S. §2301 *et. seq*., the parties agree to cooperate and associate themselves together for the purpose of creating a Joint Board of Appeals.

SECTION B. Formation of Board. The parties also agree to the formation of a Joint Board of appeals (”Board”).

SECTION C. Appointment of Administrator. The administrative functions of the Board shall be under the direction of the Capital Region Council of Governments (“Administrator”).

SECTION D. Start Date. The Board shall be formed and organized upon execution of this Agreement by the Municipalities.

SECTION E. Initial “Start Up” Fee. Each member municipality shall pay an initial fee to the Administrator to cover start-up costs associated with the organization and formation of the Board. The Administrator will establish a fee schedule. Fees will be based on the population of the member municipalities. In the event a municipality joins the Board at a later date, such municipality shall pay to the Administrator the appropriate start-up fee at the time the municipality joins the Board, as described in Article V of this Agreement.

ARTICLE II

BOARD MEMBERSHIP

SECTION A. Members and Terms. The Board shall consist of five members, appointed by the Administrator, as follows:

1. One for five years; one for four years; one for three years; one for two years; and one for one year.
2. Thereafter, each new member shall serve for five years or until a successor has been appointed.

The Administrator may replace a Board member with a qualified alternate, or may remove from the Board a member when, in its opinion, such replacement or removal is in the best interest of the Administrator’s participating members.

SECTION B. Qualifications. The Board shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees or elected officials in any of the Municipalities.

SECTION C. Vacancies. Any unexpired term on the Board that becomes vacant shall be filled by appointment by the Administrator.

ARTICLE III

REVIEW OF APPEALS/HEARINGS

The Board shall decide appeals, variance requests and requests for extensions of time by reviewing documents and written briefs or arguments unless the Applicant or Applicant’s agent requests, in writing, a hearing. When an appropriate written request is received, a hearing will be conducted as follows:

SECTION A. Schedule of Hearings. Board of Appeals Hearings shall be scheduled upon receipt of a proper application for Appeal by any of the Municipalities. Each Municipality shall be responsible for determining the form, procedure and fees for accepting Appeals. Hearings shall be conducted in compliance with the “Sunshine Act”, 65 P.S. §271 *et. seq*., as amended from time to time.

SECTION B. Notice of Hearings. Each Municipality shall be responsible to provide the following:

1. Written notice to Board members of scheduled hearings.
2. Written notice to applicants of scheduled hearings.
3. Public advertisement of hearings as may be required by law or ordinance.

SECTION C. Location of Hearings. Each Municipality shall be responsible to provide meeting space and related facilities necessary to conduct hearings for Appeals, as requested by the Administrator.

SECTION D. Costs. Each municipality agrees to establish appeal fees as determined from time to time by the Administrator and to collect from Appellants and remit to the Board such fees. The appeal fees will be set by the Administrator at a level sufficient to cover the Board’s costs for advertising, stenographic services, solicitor services and other administrative services related to the appeals. Each municipality is responsible for its own costs for participating in the appeals including, but not limited to, costs for the presence of its designated representative and the participation of any expert witnesses and/or legal counsel for said appeals. Each municipality agrees to establish and to adhere to such rules and regulations concerning appeals as the Administrator may require to carry out the purposes of this Agreement.

SECTION E. Hearing Records. All minutes, notes and stenographic records of hearings shall become the property of the involved Municipality. Such records shall be open for inspection in accordance with the provisions of the Right-to-Know Act, 65 P.S. § 66.1 *et. seq*.

ARTICLE IV

INSURANCE

SECTION A. Insurance. Administrator shall use its best efforts to secure insurance for the Appeals Board and its members. Upon request of the Administrator, each municipality shall be responsible for paying its pro-rata share of the annual premiums for said insurance coverage, based on the total number of participating municipalities for each premium period and the municipality’s population at the time payment is due. In the event of a successful claim against the insurance coverage, each municipality shall be responsible for paying its pro-rata share of any deductible required, based upon the total number of participating municipalities and the municipality’s population at the time the payment is due.

ARTICLE V

JOINDER OF MUNICIPALITIES

SECTION A. New Members. Additional municipalities may become parties to this Agreement upon application to and acceptance by the Administrator, approval by a majority of the participating Municipalities, and formal acceptance by the applicant municipality of the provisions of this Agreement, as amended.

ARTICLE VI

TERM

SECTION A. Term. The initial term of this Agreement shall be for a period commencing with the execution of the Agreement through December 31, \_\_\_\_\_\_. The Agreement shall thereafter renew automatically for one-year periods.

SECTION B. Agreement Not to Withdraw. By accepting and signing this Agreement, each party expresses its belief that a Joint Board of Appeals is in the best interest of the member Municipalities, and the parties commit not to withdraw during the initial term of this Agreement.

ARTICLE VII

WITHDRAWAL

SECTION A. Withdrawal. After the initial term of this Agreement, a Municipality may withdraw from the participation in the Board by giving written notice of its intent to withdraw, by certified mail, return receipt requested, to the Administrator and all other parties no later than September 30 of the year preceding the year in which withdrawal shall be effective. If notice of a Municipality’s intent to withdraw is timely sent, such withdrawal shall be effective January 1 of the following year.

ARTICLE VIII

ADOPTION OF AGREEMENT

SECTION A. Ordinance. The Municipalities shall advertise and adopt an ordinance authorizing acceptance and adoption of this Agreement, each providing for all action necessary for participation in the Board. Such ordinances shall include provisions abolishing the Municipality’s individual Board of Appeals, if applicable.

SECTION B. Compliance with Laws. The ordinance shall comply with the provisions of and be adopted in accordance with the Intergovernmental Cooperation Act and the respective First Class Township, Second Class Township and Borough Codes.

ARTICLE IX

AMENDMENT

This Agreement shall not be amended or modified except by written document, dated and executed by all of the Parties.

ARTICLE X

MISCELLANEOUS

SECTION A. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

SECTION B. Headings. The headings, captions, article numbers and section numbers in this Agreement are for convenience and ease of reference only. They shall not limit or restrict the subject matter that precedes or follows them.

SECTION C. Legal Construction. In the event any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision of this Agreement, and this Agreement shall be construed as if the invalid or unenforceable provision had not been included.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this agreement consisting of nine Articles and five pages.

ATTEST: TOWNSHIP OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Corporate Seal)

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