

**ARTICLES OF AGREEMENT BETWEEN AND AMONG
THE GOVERNMENTS OF THE TOWNSHIPS OF DELANO,
MAHANoy, RYAN, SCHUYLKILL, UNION AND WEST MAHANoy
AND THE BOROUGHs OF ASHLAND, GILBERTON, GIRARDVILLE,
FRACKVILLE, MAHANoy CITY, RINGTOWN AND SHENANDOAH**

PREAMBLE

We, the elected representatives of the municipalities existing in the Northern Schuylkill region, recognize that many of the problems and needs confronting this region are independent of political boundaries; that any solutions to our problems and the programs that we formulate to meet our common needs will have a greater chance of success if they are undertaken jointly and in a cooperative manner.

Therefore, the representatives of the Townships of Delano, Mahanoy, Rush, Ryan, Schuylkill and West Mahanoy and the Boroughs of Ashland, Gilberton, Girardville, Frackville, Mahanoy City, Ringtown and Shenandoah, hereby join together to form the Northern Schuylkill Council of Governments (Northern Schuylkill COG).

The overriding goal of the Northern Schuylkill COG is to improve the quality of life for the residents of the North Schuylkill area. We believe that this goal can best be achieved through cooperative efforts by the regional municipalities. This involves combining our various resources to meet regional challenges which may be beyond our individual capabilities.

The key to the success of the Northern Schuylkill COG is for all municipal officials to exhibit a strong commitment to seek the solution of common problems within the context of the COG. We recognize that cooperation, which is truly regional, will sometimes entail some trade-offs, but we believe it will result in better regional qualities than could be achieved by individual municipal actions.

This agreement is to establish a council of governments in the Northern Schuylkill region. It does not create a new layer of government, or a supergovernment. It does provide a means of communication, cooperation and joint action in the interest of the municipalities individually and collectively.

ARTICLE I NAME

The name of this organization shall be the "Northern Schuylkill Council of Governments" and henceforth may be referred to as the "Northern Schuylkill COG."

ARTICLE II PURPOSE

The intention of the founders of the Northern Schuylkill COG is to meet at regular intervals to foster a cooperative effort to resolve regional problems, to determine policies, and to formulate plans and programs to meet regional needs. The

Northern Schuylkill COG embraces a number of purposes, all related to the original design of the founders. These are:

- A. **Forum:** To serve as a mutual forum to identify, discuss, study and bring into focus regional issues and needs.
- B. **Communication & Coordination:** To provide the organizational structure necessary to ensure effective communications and coordination among municipalities.
- C. **Policies & Priorities:** To foster, develop and review policies, plans and priorities for regional growth and development and to conserve natural and cultural resources.
- D. **Community Facilities & Services:** To facilitate cooperative efforts to provide community facilities and services.
- E. **Regional Spokesperson:** To maintain liaison with members, governmental units and groups or organizations and to serve as regional spokesman for local governments to governmental units and organizations at the county, state and federal levels.
- F. **Staff Support:** To furnish general and technical staff support to member municipalities as they direct or request, to promote and implement approved agreements, policies, projects and programs.
- G. **Regional Review:** To review and coordinate federal, state and local programs of regional importance.

ARTICLES III POWERS & SCOPE OF AUTHORITY

As specified in the Pennsylvania Intergovernmental Cooperation Law (Act 180 of 1972, as amended in 1986), municipalities may cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities.

It is the intention of the municipalities subscribing to these Articles of Agreement that the Northern Schuylkill COG may establish any program and perform any function permitted in the enabling legislation and subsequently agreed to by the participating municipalities. In order to carry out these activities, it is hereby agreed that unless otherwise specified below, upon approval of a majority vote of the General Forum, the COG may:

- A. employ staff in permanent or temporary, part-time or full-time positions as necessary, according to adopted policies; and as approved by member municipalities;
- B. establish employee benefit programs and enter into contracts for social security, group insurance or other benefits;

- C. receive, administer and dispense funds from municipal, state, federal or other sources;
- D. with unanimous approval of all member municipalities, acquire, manage, license, lease or dispose of real property, as specified in these Articles of Agreement and in accordance with executed contracts;
- E. acquire, manage, license, or dispose of personal property as specified in these Articles of Agreement and in accordance with executed contracts;
- F. establish in these Articles of Agreement such organizational structure as deemed necessary;
- G. contract for services;
- H. initiate, advise, aid in the establishment of or amend cooperative agreements among local governments in the region;
- I. propose, initiate, implement or revise studies, policy discussions and plans for the Northern Schuylkill COG;
- J. make recommendations to any local governments or other appropriate agencies or entities; and
- K. take other actions consistent with the enabling legislation and the terms of these Articles of Agreement.

ARTICLE IV MEMBERSHIP

- A. **Eligibility:** Voting membership shall be open initially to the member municipalities of the Northern Schuylkill COG.

Non-voting membership shall be open to any organization designated by the voting membership.

- B. **Representation:** Each member municipality shall be officially represented by its elected governing officials one of whom is the officially appointed representative to the COG. An alternate delegate shall be appointed as well. Elected or appointed officials may serve a delegate. In the event of a vacancy, the elected officials of that municipality shall fill the term before the next scheduled COG meeting.
- C. **Admission:** Each member municipality must subscribe by ordinance to these Articles of Agreement and agree to be bound to the extent provided in these Articles and other agreements adopted by the Northern Schuylkill COG.

Additional municipalities may become members of the Northern Schuylkill COG in accordance with the following procedures:

- 1. The municipality wishing to be considered for membership shall submit a letter of interest to the General Forum.**
 - 2. Upon receipt of a request for admission to membership, the General Forum shall consider how the expanded membership will affect the Northern Schuylkill's common interests and its ability to accomplish its stated purposes.**
 - 3. The General Forum will approve or disapprove the membership request within 90 days of its receipt. All membership actions shall require approval by all the current member municipalities.**
 - 4. In approving a membership request, the General Forum shall state the terms and conditions for membership, which may include, but not be limited to, proportionate reimbursements for past capital expenditures.**
 - 5. If the General Forum approves a request, a municipality shall signify its acceptance of the terms of membership by enacting within 60 days an ordinance approving the Articles of Agreement and other terms and conditions.**
 - 6. The General Forum may approve contracts to provide services to non-member municipalities and other agencies without requiring membership as a condition of participation.**
- D. Withdrawal: A member municipality shall have the right to withdraw from the Northern Schuylkill COG at any time by giving written notice of their intent to withdraw to the COG Chair. This notice shall be followed by an ordinance approved by the elected Board/ Council. A municipality's withdrawal will in no way serve to void or lessen any previous financial obligation incurred by that municipality as a member of the Northern Schuylkill COG.**

ARTICLE V ORGANIZATION

- A. Officers: The officers of the Northern Schuylkill COG shall be a chair and vice chair/chair elect, and such other officers as from time to time shall be provided for by the General Forum. Officers shall be elected at the Northern Schuylkill COG's organizational meeting from the membership of the General Forum. Two years shall constitute a term of office. The General Forum will re-organize by March 31 of each even calendar year. No person shall hold more than one office, except that the chair and vice chair/chair elect shall simultaneously serve as the chair and vice chair/chair elect of the Executive Committee. If both the**

chair and vice chair/chair elect refuse or are unable to serve, the General Forum shall appoint an acting chair.

1. Office of the Chair - The chair shall succeed to the vote of the General Forum. The chair shall preside at all meetings of the General Forum. The chair shall: appoint special committees, which the General Forum may from time to time deem necessary; decide all questions of order; and have other powers and perform such other duties as are incumbent upon the office.
2. Office of the Vice Chair/Chair Elect - The vice chair/chair elect shall be nominated from the General Forum. The vice chair/chair elect shall perform and have powers of the chair when the chair is absent, is unable to, or refuses to serve. If the office of chair becomes vacant, the vice chair/chair elect shall become acting chair for the unexpired term and a new acting vice chair/chair elect shall be elected at the next General Forum meeting. At the next General Forum organizational meeting these positions will become chair and vice chair/chair elect, respectively.

B. Options

- 1) **Executive Director:** The General Forum may appoint an executive director to manage the affairs of the Northern Schuylkill COG, subject to the provisions of these Articles of Agreement and such policies as may be adopted by the General Forum. The executive director shall:
 - I) be, ex officio, the secretary of the Northern Schuylkill COG and shall keep an accurate record of the proceedings of the General Forum;
 - II) prepare the budget for review by the Finance Committee, and upon its approval by the General Forum, have authority to disburse the sums as appropriated;
 - III) be, ex officio, the treasurer of the Northern Schuylkill COG, and shall be responsible for the accounting records and financial statements for the General Forum for the Northern Schuylkill COG;
 - IV) have the responsibility of proposing policies, programs and services for consideration by the General Forum, and shall have responsibility for implementing such policies;
 - V) appoint and discharge all Northern Schuylkill COG employees, consistent with the guidelines set forth in the Personnel Policy and the program agreements, except

agency directors whose appointment or dismissal shall require the prior concurrence of the Executive Committee;

VI) propose and coordinate revisions to the Northern Schuylkill COG's Personnel Policy, Position Classification Plan, and Employee Performance Evaluation Program.

2) **Secretary/Treasurer:** The General Forum may nominate by vote of the General Forum someone to serve as secretary/treasurer in the absence of an executive director with the same duties as an executive director.

C. **Solicitor:** The Northern Schuylkill COG General Forum may appoint solicitor, who shall be the chief consultant of the Northern Schuylkill COG in all legal matters.

D. General Forum:

1. **Meetings** - The General Forum shall meet at least six times a year. Additional meetings may take place upon call of its chair or Executive Committee or by petition of two or more of the member municipalities. Prior to March 31 of each even calendar year, the General Forum shall conduct an organizational meeting to select Officers and designate regular meeting dates. Except in extreme emergency, a special meeting shall require that a minimum notice of one week be provided to the chair/president or manager of each municipality.

2. **Responsibilities** - As the general policy body of the Northern Schuylkill COG, the General Forum is responsible both for considering and for carrying out the programs and functions agreed to by the participating municipalities. The General Forum, in accordance with all provisions of these Articles, may:

- a) bi-annually elect a chair and vice chair/chair elect and other officers as required;
- b) adopt a budget for the next fiscal year;
- c) resolve membership and participation questions;
- d) act on amendments to the Articles of Agreement;
- e) act on all proposals to initiate, continue, modify or discontinue any programs or functions of the COG;
- f) appoint and dismiss executive director; and or appoint and dismiss a secretary/treasurer;
- g) appoint a solicitor;

h) adopt a Personnel Policy, Job Description Plan, Position Classification Plan, and Employee Evaluation Program;

E. **Committees:** The General Forum may establish such standing, special or ad hoc committees as deemed appropriate to conduct its business. Standing committees may include, but not be limited to, Executive, Finance, Public Services, Personnel and Code Administration Committees. The following policies shall apply:

1. **Membership** - Standing committees shall consist of one representative appointed by each Northern Schuylkill COG municipality. The chair and vice chair/chair elect of COG shall serve on the Executive Committee as the representatives of their respective municipalities.
2. **Meetings** - Standing committees usually meet monthly or upon call of the chair, or at the direction of the General Forum, or upon call of two or more of the voting membership of the Committee. All standing committees shall meet and hold a re-organizational meeting to elect a chair before the organizational General Forum meeting scheduled by March 31 of each even calendar year.
3. **Representatives** - It is the intent of the General Forum that municipal representatives to COG standing committees shall be elected board/council members. From time to time, however, scheduling conflicts may arise that reasonably preclude an elected official from attending an assigned committee meeting. In those cases, the municipality's elected representative may authorize an appropriate elected or appointed official to attend the meeting.
4. **Responsibilities** - Standing committees established by the General Forum shall have the following responsibilities:
 - a) **Executive Committee:**
 - i) To nominate officers to the General Forum for approval and election.
 - ii) To set the meeting agenda for the General Forum.
 - iii) To annually evaluate the work performance of the executive director.
 - iv) To refer questions to the appropriate COG committee for response.
 - b) **Finance Committee:**
 - i) To recommend an annual budget to the General Forum.
 - ii) To recommend revisions of the annual budget to the General

Forum as necessitated by changing conditions.

- iii) To conduct or initiate studies and make recommendations concerning COG financial matters as directed by the General Forum.

c) Public Services Committee:

- i) To study issues as assigned by the General Forum.
- ii) To recommend programs, project initiatives, or other actions to the General Forum.

d) Code Administration Committee:

- i) To provide policy guidance on the operation of the Code Administration Office and make recommendations for policy changes to the participating municipalities through the General Forum.
- ii) To make recommendations to the participating municipalities through the General Forum on the statewide building code.

F) Rules of Order: Any matter pertaining to the conduct of any meeting and the procedure thereof shall be governed by the latest edition of Roberts' Rules of Order.

ARTICLE VI QUORUM & VOTING

- A. Voting:** Each municipality shall have one "unit vote;" in the conducting of ordinary business, the passage of ordinances, resolutions and motions.
- B. Quorum:** A quorum of the Northern Schuylkill COG General Forum shall be declared as a simple majority of its total voting membership. A quorum of a standing committee shall consist of a simple majority of its total voting membership.

ARTICLE VII FINANCING

A municipality participating in the Northern Schuylkill COG is responsible for contributing to the cost of operating the Northern Schuylkill COG. These costs shall be established by the General Forum in the annual budget. The municipal financial obligations are: funding the budget for basic operation costs of the COG; and contributing toward the programs in which a municipality participates.

ARTICLE VIII ACQUISITION & DISPOSAL OF PROPERTY

- A. Acquisition:** In order to implement this Agreement, the Northern Schuylkill COG may purchase or lease real estate, vehicles, equipment, furnishings or other items. All purchases and/or leases of real property and/or buildings shall be authorized upon approval of all member municipalities.
1. Purchases shall be made in accordance with the requirements of Section 7.1 of the Intergovernmental Cooperation Law.
 2. Purchases shall be made within the amounts appropriated in the annual Northern Schuylkill COG Budget, unless otherwise approved by the General Forum.
- B. Sale or Disposal:** The following procedures will apply to transfer, sale or disposal of Northern Schuylkill COG property:
1. Sale or Disposal - The sale or disposal of any Northern Schuylkill COG property, vehicles, office furniture, supplies and equipment shall take place in the following manner:
 - a) It may be offered for sale at fair market value to a municipal government or school district. If none are interested, the General Forum shall authorize sale to the general public at a publicly advertised, sealed bid or auction. The COG may reserve the right to set a minimum price and to reject any or all bids.
 - b) Proceeds from the sale of personal property shall be accredited to the program or agency offering the item for sale.
 - c) Proceeds from the sale of real property shall be accredited to the participating municipalities in accordance with the COG formula in effect at the time of purchase.
- C. Sale or Disposal Upon Termination** - The following procedures shall apply to the sale or disposal of Northern Schuylkill COG property in the event one or more programs is terminated:
1. It may be offered for sale at fair market value to a municipal government or school district. If none are interested, the General Forum shall authorize sale to the general public by publicly advertised, sealed bid or auction. The COG may reserve the right to set a minimum price and to reject any or all bids.
 2. Proceeds from the sale shall be distributed to each participating

municipality in accordance with the current COG formula in effect for that program at the time of termination, unless one or more municipalities have withdrawn from the program(s) within the previous two years, in which case proceeds shall be distributed to all current and previously participating municipalities on a pro-rated basis in accordance with estimated program funding from each municipality.

ARTICLE IX PROGRAM PARTICIPATION

Upon admission to membership in the Northern Schuylkill COG, a municipality has the right to participate in any program offered. Programs are activities performed by agencies of the Northern Schuylkill COG on behalf of the member municipalities which relate to production and provision of governmental services to the public. Programs have the following characteristics: 1) they produce a service or other clearly definable outputs; and 2) they are expected to have an on-going commitment of personnel, capital and financial resources.

A. Admission:

Municipal and non-municipal organizations may participate in a program in one of three ways:

1. Those belonging to the Northern Schuylkill COG have a voice in all aspects of the program, beginning with the design and adoption of the program articles of agreement.
 - a) To participate in a program a Northern Schuylkill COG member must agree to the articles of agreement for that program and file a signed copy with the Executive Director and/or Secretary/Treasurer. These articles shall establish the specific terms and conditions for membership, as well as the scope of services that will be provided, and shall indicate under what circumstances those services may be expanded or reduced.
2. At the discretion of the General Forum, those not belonging to the Northern Schuylkill COG may obtain a program service as a participant and receive representation and one vote on that program committee, commission, or board.
 - a) Program costs for non-member municipal and non-municipal organizations shall be set by the General Forum.
 - b) Examples of such groups include but are not limited to: municipal or county governments, authorities, school districts, and universities.
3. At the discretion of the General Forum, those not belonging to the

Northern Schuylkill COG may obtain a program service by contract. They do not receive representation or vote on any program committee, commission, or board.

- a) Program costs for non-member municipal and non-municipal organizations shall be set by the General Forum.
- b) Examples of such groups include but are not limited to: municipal or county governments, authorities, school districts, and universities.

B. Powers & Responsibility:

1. Voting -

- a) A participant who is a member of the Northern Schuylkill COG shall have the right to vote both in the program committee and in the General Forum on issues regarding the program.

Member municipalities who are not participants in an established program shall abstain where the vote is related solely to the program.

- b) A participant who is not a member of the Northern Schuylkill COG may have the right to vote on issues coming before the program committee if such right has been granted by the General Forum.

2. Withdrawal

- a) Northern Schuylkill COG members shall have the right to withdraw from a program at any time by giving written notice of their intent to withdraw to the COG chair. This notice shall be in the form of an ordinance approved by the governing body of the organization. Withdrawal will in no way serve to void or lessen any previous financial obligation incurred by that participant, and will not affect membership in the Northern Schuylkill COG.

- b) Those not belonging to the Northern Schuylkill COG may withdraw from a program as provided in the articles of agreement for that program. Withdrawal will in no way serve to void or lessen any previous financial obligation incurred by that participant.

C. Program Cost:

- 1. A participant who is a member of the Northern Schuylkill COG is responsible for contributing to the costs of that program. These costs shall be established by the General Forum in the annual Northern

Schuykill COG Budget. Contributions may be calculated on the basis of the COG formula, user fees, or another formula as determined by the articles of agreement for that program or the General Forum.

- 2. A participant who is not a member of the Northern Schuykill COG is responsible for contributing to the costs of that program in accordance with the terms and conditions established for participation.**
- 3. A non-Northern Schuykill COG member receiving program services by contract shall be responsible for contributing to the costs of that program. Program costs for these organizations shall be set by the General Forum.**

ARTICLE X AMENDMENTS

Amendments to the Articles of Agreement must be initially approved by a majority vote of the General Forum. In order to be adopted, the amendment must be approved by a unanimous vote at a second General Forum meeting. Amendments shall not be effective until approved by each member municipality in the same manner as this Agreement.

IN WITNESS WHEREOF, the elected representatives of the municipalities comprising the Northern Schuylkill hereto have caused this Agreement to be executed by their proper officers pursuant to the authority vested in them by the governing bodies, this _____ day of _____, 20____.

TOWNSHIP OF DELANO

Attest: _____

By: _____

Chair, Board of Supervisors

TOWNSHIP OF MAHANAY

Attest: _____

By: _____

Chair, Board of Supervisors

TOWNSHIP OF RYAN

Attest: _____

By: _____

Chair, Board of Supervisors

TOWNSHIP OF SCHUYLKILL

Attest: May E. Bubel

By: Seif/Resseuer

Jeanne Thompson

Chair, Board of Supervisors

TOWNSHIP OF UNION

Attest: _____

By: _____

Chair, Board of Supervisors

TOWNSHIP OF WEST MAHANAY

Attest: _____

By: _____

Chair, Board of Supervisors

BOROUGH OF ASHLAND

Attest: _____

By: _____

President, Borough Council

BOROUGH OF GILBERTON

Attest: _____

By: _____

President, Borough Council

BOROUGH OF GIRARDVILLE

Attest: _____

By: _____

President, Borough Council

BOROUGH OF FRACKVILLE

Attest: _____

By: _____

President, Borough Council

BOROUGH OF MAHANOEY CITY

Attest: _____

By: _____

President, Borough Council

BOROUGH OF RINGTOWN

Attest: _____

By: _____

President, Borough Council

BOROUGH OF SHENANDOAH

Attest: _____

By: _____

President, Borough Council

APPROVED BY MUNICIPALITIES AS FOLLOWS:

<u>Municipality</u>	<u>Date</u>	<u>Ordinance #</u>
Township of Delano		
Township of Mahanoy		
Township of Ryan		
Township of Schuylkill	July 5, 2000	3-2000
Township of Union		
Township of West Mahanoy		
Borough of Ashland		
Borough of Gilberton		
Borough of Girardville		
Borough of Frackville		
Borough of Mahanoy City		
Borough of Ringtown		
Borough of Shenandoah		