

TOWNSHIP OF DELAWARE
MERCER COUNTY, PENNSYLVANIA

ORDINANCE NO. 3-2003

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF DELAWARE TOWNSHIP,
MERCER COUNTY, PENNSYLVANIA, AUTHORIZING ENTERING INTO THE ARTICLES
OF AGREEMENT JOINING THE MERCER COUNTY REGIONAL PLANNING COMMISSION

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 Mercer County Regional Planning Commission has been so formed for the
purpose of regional planning on behalf of 31 participating municipalities in Mercer County, and

WHEREAS, the Township of Delaware, Mercer County, Pennsylvania recognizes the
necessity for regional planning and desires to associate with other member municipalities in the
Mercer County Regional Planning Commission.

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Board of Supervisors of the
Township of Delaware, Mercer County, Pennsylvania, that the Township of Delaware hereby enters
into the Articles of Agreement hereto attached and included in entirety in this Ordinance as its
Agreement to join and associate with other member municipalities in the Mercer County Regional
Planning Commission.

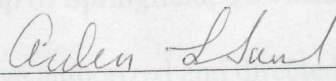
ORDAINED AND ENACTED THIS 5th DAY OF March, 2003.

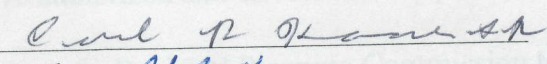
DELAWARE TOWNSHIP, MERCER CO., PA
BOARD OF SUPERVISORS

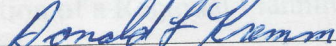
ATTEST:



(SEAL)







**ARTICLES OF AGREEMENT
MERCER COUNTY REGIONAL PLANNING COMMISSION**

This agreement made this 5h day of March, 2003, by and between the Township of Delaware, Mercer County, Pennsylvania, and the Mercer County Regional Planning Commission.

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 Township of Delaware recognize the necessity for regional planning and by proper ordinance have directed said Township to join and associate with other municipalities in the Mercer County Regional Planning Commission, and

WHEREAS, By proper ordinances, the authorities of the City of Farrell, City of Hermitage, City of Sharon, Borough of Clark, Borough of Fredonia, Borough of Greenville, Borough of Grove City, Borough of Jackson Center, Borough of Jamestown, Borough of Mercer, Borough of New Lebanon, Borough of Sandy Lake, Borough of Sharpsville, Borough of Stoneboro, Borough of West Middlesex, Borough of Wheatland, Township of Fairview, Township of Findley, Township of Hempfield, Township of Jackson, Township of Jefferson, Township of Liberty, Township of New Vernon, Township of Otter Creek, Township of Perry, Township of Pine, Township of Pymatuning, Township of Shenango, Township of South Pymatuning, Township of Springfield, Township of Wilmington, Township of Wolf Creek, and the County of Mercer 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", and

WHEREAS, the acceptance of the Township of Delaware has been consented to by other member municipalities comprising the Mercer County Regional Planning Commission in accord with the Articles of Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is agreed that:

1. The Township of Delaware, Mercer County, Pennsylvania, hereby agrees to associate itself with the other member municipalities as a member municipality of 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 1 person per each 6,000 unit of population plus one (1) for a residual 4,000 of population or 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 County 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 the 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 written 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.

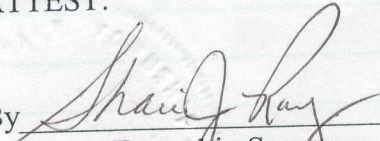
Upon dissolution, after the payment of all outstanding liabilities, each member shall receive a pro-rata share of the remaining assets based on the same formula as the dues that are paid by the members at the time of dissolution.

14. The Township of Delaware agrees that this agreement shall be of full force, the same as if all other member municipalities of the Mercer County Regional Planning Commission had executed this agreement.

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 being duly attached hereto.

ATTEST:

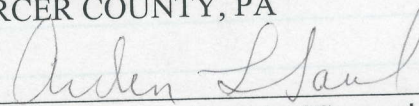
By


Township Secretary

(SEAL)


TOWNSHIP OF DELAWARE,
MERCER COUNTY, PA

By


Chairman, Board of Supervisors

ATTEST:

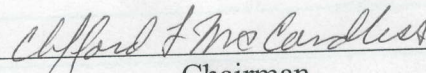
By


Secretary

(SEAL)

MERCER COUNTY REGIONAL PLANNING
COMMISSION

By


Chairman