

ORDINANCE NO. 08-04

TRI COUNTY ASSOCIATION FOR APPEALS  
INTER-MUNICIPAL JOINT BOARD OF APPEAL

AN ORDINANCE OF THE TOWNSHIP OF DELAWARE, MERCER COUNTY, PENNSYLVANIA PROVIDING FOR THE ENTERING INTO INTER-GOVERNMENTAL COOPERATION WITH OTHER MUNICIPALITIES TO ESTABLISH AND MAINTAIN THE TRI COUNTY ASSOCIATION FOR APPEALS TO PERFORM AND ENFORCE THE REQUIREMENTS OF THE PA ACT 45, UNIFORM CONSTRUCTION CODE.

BE IT ORDAINED, AND IT IS HEREBY ORDAINED AND ENACTED BY THE SUPERVISORS OF DELAWARE TOWNSHIP AS FOLLOWS.

This Agreement executed on the dates set forth next to the signature line for each municipality, by and among the following duly organized and existing municipalities under the laws of the Commonwealth of Pennsylvania, all having principal paces of business as is set forth next to their signature. This Agreement is made by and among the following municipalities; Delaware Township, Fairview Township, Liberty Township, Wilmington Township(Mercer County), Worth Township, Washington Township, Plain Grove Township, Utica Borough, Clearfield Township, Jackson Township, Clark Borough, Fredonia Borough, Grove City Borough, Jackson Center Borough, Salem Township, Findely Township, Sugar Grove Township, Shenango Township, New Lebanon Borough, Sheakleyville Borough, East Lackawannock Township, Harrisville Borough.

WITNESSETH:

WHEREAS, the respective municipalities desire to enter into an Agreement whereby said municipalities jointly organize, administer and use a common Board of Appeals under the Uniform Construction Code, 35 P.S 7210.101 et seq and 34 Pa Code Sec 403-121 et seq.;

WHEREAS, existing Pennsylvania Law permits two or more municipalities to establish a joint Board of Appeals through the use of an inter-municipal agreement under 53 Pa. C.S.A Sect 2310-2315;

WHEREAS, the parties hereto desire to and do hereby establish a joint Board of Appeals under the Uniform Construction Code under the terms and conditions set forth herein;

WHEREAS, the parties agree there will be a fee charged for the appeals process. This fee will be set forth by a resolution passed by the appeals board.

IN WITNESS WHEREOF, the parties with the intention to be legally bound hereby, agree as follows:



1. All of the parties hereby are duly organized and existing municipalities under the laws of the Commonwealth of Pennsylvania.
2. All of the parties hereto have elected to administer and enforce the provisions of the Pennsylvania Construction Code, 35 P.S 7210-1103, as amended from time to time, together with its regulations.
3. Each party hereto has exercised its option to administer said Pennsylvania Code by a properly enacted ordinance.
4. The parties have authority to enter into this contract by virtue of the Pennsylvania Construction Code and 53 C.S.A 2301-2315 relating to intergovernmental cooperation.
5. The parties desire to establish a joint Board of Appeals under Section 501 (c) of the Uniform Construction Code.
6. Joint municipality agreements for the purpose of establishing a Board of Appeals are authorized under the Uniform Construction Code and the regulations enacted thereto.
7. The parties hereto, therefore, agree and do establish a joint Board of Appeals under the Uniform Construction Code.
8. All appointees to the Board shall serve without compensation and shall meet the qualifications as set forth by law.
9. Each municipality may appoint one member to sit on the Board of Appeals that is jointly established to hear appeals.
10. The Township of Clearfield (or some other administrative body selected), shall maintain a list of those members selected by each municipality and shall administer the functioning of the Board of Appeals.
11. The precise appointment of the Board shall be left up the administrative body; however, composition of each individual Board of Appeals shall be on a rotating basis based upon availability of Board of Appeals members.
12. The Board of Appeals may convene at such locations as the Board agrees, whether or not it does so within the municipality from which the appeal occurred.
13. Each party hereto specifically releases and agrees to hold harmless all other parties hereto for any action or decision of the Board of Appeals as it relates to their particular municipality. The parties' specific intention is that no liability shall attach to any party by virtue of the establishment of



this Board of Appeals simply by virtue of this joint agreement.

14. This Agreement shall become effective and fully enforceable upon signature of two of the parties hereto, binding only them; however, all subsequent signatories shall be bound by this Agreement, upon their adoption of the same.
15. The parties hereto agree that other municipalities may become parties to this inter-municipal agreement by requesting in writing that become a party hereto and upon majority approval by the then participating municipalities by ordinance of their respective Board of Supervisors or governing body.
16. The parties acknowledge that this Agreement is intended solely to establish a joint Board of Appeal under the Uniform Construction Code and imposes no further obligation including a financial obligation upon any of the signatories hereto.
17. Any signatory hereto may withdraw from this Agreement without affecting its legality as to the remaining parties upon thirty days notice.
18. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.
19. The parties hereto acknowledge that entering into this Agreement has been approved by an ordinance at a meeting of their Board of Supervisors or governing body and that the signatory below is authorized to enter into this Agreement on behalf of the municipality.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year writing next to their signature.

ATTEST: Township of Delaware DATE 8/4/04

Secretary

Melissa L. Osborne

Carol A. Gorman, et  
Daniel B. Minsky  
Donald J. Krumm