

ORDINANCE NO. 2002-1
BOROUGH OF FRACKVILLE

ARTICLES OF AGREEMENT BETWEEN AND AMONG
THE GOVERNMENTS OF THE TOWNSHIPS OF DELANO,
MAHANOEY, RYAN, SCHUYLKILL, UNION AND WEST MAHANOEY
AND THE BOROUGHES OF ASHLAND, GILBERTON, GIRARDVILLE,
FRACKVILLE, MAHANOEY 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

- 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.

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

- 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

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

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

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 MAHANOEY

Attest: _____

By: _____

Chair, Board of Supervisors

TOWNSHIP OF RYAN

Attest: _____

By: _____

Chair, Board of Supervisors

TOWNSHIP OF SCHUYLKILL

Attest: _____

By: _____

Chair, Board of Supervisors

BOROUGH OF MAHANOEY CITY

Attest: _____

By: _____

President, Borough Council

BOROUGH OF FRINGTOWN

Attest: _____

By: _____

President, Borough Council

BOROUGH OF SHENANDOAH

Attest: _____

By: _____

President, Borough Council