

**WEST BRADFORD TOWNSHIP  
ORDINANCE 09-02**

**AN ORDINANCE OF WEST BRADFORD TOWNSHIP, CHESTER COUNTY,  
PENNSYLVANIA, ENACTED PURSUANT TO THE TERMS OF THE  
INTERGOVERNMENTAL COOPERATION ACT, 53 Pa.C.S.A. SECTION 2301, ET  
SEQ., AUTHORIZING ITS BOARD OF SUPERVISORS TO ENTER INTO AN  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

**WHEREAS**, Atglen Borough, Caln Township, East Brandywine Township, East Fallowfield Township, Honey Brook Township, Newlin Township, South Coatesville Borough, Valley Township, West Bradford Township, West Caln Township, West Nantmeal Township, West Pikeland Township, Modena Borough and West Grove Borough (hereinafter "Members") have authorized their formation of and participation in a multi-municipal regional board of appeals to hear matters under the Uniform Construction Code, as set forth in 22 Pa. Code §403.121(d).

**WHEREAS**, the Members now desire to enter into an Intergovernmental Cooperation Agreement to create a board to be known as the "Western Chester County Regional UCC Board of Appeals" (hereinafter "Board of Appeals") which will memorialize the Members' responsibilities and obligations thereof; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act of 1996, 53 Pa.C.S.A. §2301 *et seq.*, the Members may enter into agreements with other municipalities and government agencies to perform governmental powers and duties upon the passage of an ordinance by the governing body; and

**WHEREAS**, this Ordinance is enacted, pursuant to 22 Pa. Code §403.121(d), to authorize the Board of Supervisors to enter into the Intergovernmental Cooperation Agreement to create the Western Chester County Regional UCC Board of Appeals, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter "Agreement").

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Board of Supervisors as follows:

**SECTION 1. Authorization.** The Chairman of the Board of Supervisors is hereby authorized to enter into the Agreement in accordance with the terms and conditions authorized by this Ordinance and set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. Furthermore, the appropriate officers of the Township are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purposes and intent of the Agreement and this Ordinance.

**SECTION 2. Conditions of Agreement.** The Agreement is conditioned upon each Member's governing body enacting an ordinance which authorizes such Member to participate in the Board of Appeals and to execute the Agreement.

**SECTION 3. Duration and Term of Agreement.** The Board of Appeals shall be created for and the Agreement shall have an initial term of 5 years, which term shall commence on the Effective Date of the Agreement (as defined in paragraph 17 of the Agreement). At the expiration of the initial 5-year term, the Agreement and the Board of Appeals shall automatically renew for successive 1-year terms unless a majority of the Members, acting through their directors, vote to terminate the Agreement.

**SECTION 4. Purpose and Objectives of the Agreement.** The purposes and objectives of the Board of Appeals include, but are not limited to, the following:

- A. To establish a body for the joint administration and enforcement of the Pennsylvania Construction Code Act, 35 P.S. §7210.101-1103.
- B. To hear requests for variances or extensions of time and appeals from Code administrator decisions under the Pennsylvania Construction Code Act, 35 P.S. §7210.101-1103.
- C. To schedule meetings and provide public notice of meetings in accordance with the Sunshine Act, 65 Pa.C.S. §701-716.
- D. To perform such other activities as the Members may mutually agree may be undertaken through the Board of Appeals which are related to the objectives identified above.

**SECTION 5. Organizational Structure Necessary to Implement the Agreement.**

- A. The Board of Appeals shall be governed by a Board of Directors which shall consist of a representative and an alternate representative from each Member. The representatives and alternate representatives shall be appointed by the governing body of each Member to serve in such capacity for a 2-year term. The representative and alternate representative need not be an elected official of the Member.
- B. Within 60 days after the Effective Date of the Agreement, the Board of Directors shall conduct an organizational meeting. At the organizational meeting the Board shall elect the officers of President, Vice-President, and Secretary/Treasurer and adopt Bylaws, or authorize the prompt preparation of Bylaws for future adoption, which shall govern the day-to-day affairs of the Board of Appeals.
- C. Each Member shall be entitled to 1 vote in the Board of Appeals which vote shall be cast by the director in attendance at the Board of Directors' meetings.

## **SECTION 6. Manner and Extent of Financing for the Agreement.**

- A. At the organizational meeting of the Board of Directors, the Board shall adopt an annual budget, or authorize the prompt creation of an annual budget for the Board of Appeals. Thereafter, the Board of Directors shall present the proposed annual budget to the Members and the governing body of each Member shall vote to approve or reject the budget prior to the end of the calendar year. In the event that the proposed annual budget is not approved by the majority of the Members' governing bodies, the Board of Directors shall revise said budget in accordance with the reasons provided by the governing bodies in support of the rejection. Following the initial year of the Agreement, the process for preparing, presenting and adopting an annual budget shall be completed by the Board of Directors and the Members' governing bodies before the end of each calendar year. Until the new budget is approved by the majority of the Members' governing bodies, the prior years' budget shall remain in effect.
- B. Within 60 days following the Effective Date of the Agreement, each Member shall be responsible to make an initial contribution to the Board of Appeals of \$600, which contribution shall be deposited into an account established for the Board of Appeals by its solicitor. Thereafter, each Member shall contribute an equal share to the expenses of the Board of Appeals, as determined by the annual budget. Each Member shall contribute its proportional share of the Board of Appeals operational expenses in quarterly intervals or as otherwise determined by the Board. A Member which does not promptly pay its annual contribution may have its membership in the Board of Appeals terminated by a majority vote of the Board of Directors. In the event of such termination, the terminated Member's delegate and alternate delegate shall be precluded from voting on any matter or issue voted upon by the Board of Directors.
- C. In the event that the Board of Appeals undertakes a specific program or activity that does not involve all of the Members, only the Members which participate in such program or activity shall be liable for the expenses related to such program or activity.

**SECTION 7. Manner In Which Real or Personal Property Shall Be Acquired, Managed, Licensed or Disposed Of.** The Board of Appeals is not authorized by the Agreement to purchase real property. If the Board of Appeals purchases personal property, it shall take title to such personal property in the name of Board of Appeals, unless otherwise agreed to by the Board of Directors. Upon termination of the Agreement, any personal property owned by the Board of Appeals shall be distributed to the Members, or sold and the proceeds distributed to the Members, as determined by the Board of Directors. All other matters pertaining to the acquisition, management, licensing or disposal of personal property by the Board of Appeals shall be decided by a majority vote of the Board of Directors.

**SECTION 8. Authority to Enter Into Contracts or Policies of Group Insurance and Employee Benefits.** The Board of Appeals is empowered to enter into contracts for policies of group insurance and employee benefits including Social Security for any employees of the Board of Appeals. No such employees are anticipated by the Members and a majority of the Board of Directors must first vote to hire any such employees and approve any such contracts.

**SECTION 9. Severability.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

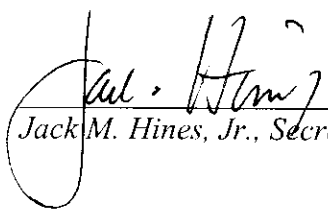
**SECTION 10. Repealer.** All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed as far as the same affects this ordinance.

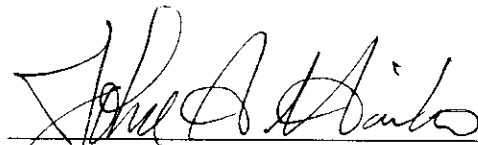
**SECTION 11. Effective Date.** This Ordinance shall become effective upon enactment as by law provided.

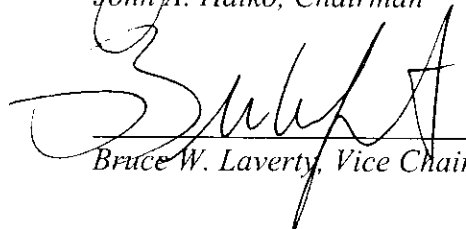
*ENACTED AND ORDAINED this 27<sup>th</sup> day of October, 2009.*

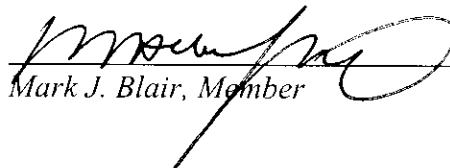
Attest:

**TOWNSHIP OF WEST BRADFORD  
Board of Supervisors**

  
\_\_\_\_\_  
Jack M. Hines, Jr., Secretary

  
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John A. Haiko, Chairman

  
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Bruce W. Laverty, Vice Chairman

  
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Mark J. Blair, Member