

## West Wyoming Borough Ordinance No. 4-2014

**An ordinance of the Borough of West Wyoming, County of Luzerne, authorizing an Intergovernmental Cooperation Agreement with the Municipality of Kingston relating to the use of Kingston's Uniform Construction Appeals Board.**

WHEREAS, West Wyoming Borough and the Municipality of Kingston (the "Municipalities") are municipalities located within Luzerne County, Pennsylvania; and,

WHEREAS, each Municipality has adopted the Uniform Construction Code and recognizes that cooperation in the enforcement of the Uniform Construction Code would be beneficial for their respective residents; and,

WHEREAS, the Municipalities recognize that the coordination of services could enable each Municipality to minimize the costs of administration of a code enforcement program; and,

WHEREAS, the Act of December 19, 1996, P.L. 1158, No. 177, section 1, 53 Pa C.S.A. 2301 permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and,

WHEREAS, West Wyoming Borough and the Municipality of Kingston desire to enter into an agreement whereby Kingston would share its UCC Hearing Board with West Wyoming so as to enhance West Wyoming's enforcement of the Uniform Construction Code.

WHEREAS, the Municipality of Kingston will adopt an Ordinance authorizing the Municipality of Kingston to enter into the attached Intermunicipal Cooperation Agreement between the Borough of West Wyoming and the Municipality of Kingston regarding the use of Kingston's Uniform Construction Code Appeal Board, a copy of said Municipal Cooperation Agreement is attached hereto and incorporated herein by reference thereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLED AND ORDAINED, by the Borough Council of West Wyoming, that they hereby approve the Intermunicipal Cooperation Agreement between the Borough of West Wyoming and the Municipality of Kingston, dated July 14, 2014, attached hereto as Exhibit "A" and incorporated herein by reference thereto. The Borough of West Wyoming does hereby authorize the entering into this Agreement for the purposes of complying with the requirement of the Uniform Construction Code, which dictates that an Appeal Board be available to hear certain matters arising from enforcement and/or application of the Uniform Construction Code.

Furthermore, the West Wyoming Borough Council does hereby authorize Mary Ann Skok, President of Council, to execute the Intermunicipal Cooperation Agreement attached hereto as Exhibit "A" and

incorporated herein by reference thereto, on behalf of West Wyoming borough and the Borough Secretary to attest to the same.

This Ordinance shall become effective immediately upon.

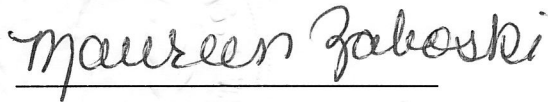
BE IT FURTHER RESOLVED AND ADOPTED, at a regular meeting of the West Wyoming Borough Council this 14<sup>th</sup> day of July 2014.



A handwritten signature in cursive script, reading "Mary Ann Skop", written over a horizontal line.

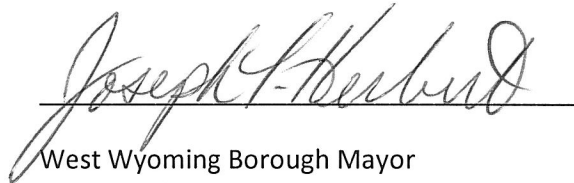
West Wyoming Borough Council President

ATTEST:



A handwritten signature in cursive script, reading "Maureen Zakoski", written over a horizontal line. To the left of the signature is a faint circular official seal.

West Wyoming Borough Secretary



A handwritten signature in cursive script, reading "Joseph L. Herbird", written over a horizontal line.

West Wyoming Borough Mayor

## **EXHIBIT "A"**

## INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE BOROUGH OF WEST WYOMING AND THE MUNICIPALITY OF KINGSTON

THIS AGREEMENT, made the 14<sup>th</sup> day of July 2014, by and between the Borough of West Wyoming and the Municipality of Kingston.

WITNESSETH:

WHEREAS, West Wyoming Borough and the Municipality of Kingston are municipalities located within Luzerne County, Pennsylvania; and,

WHEREAS, each Municipality has adopted the Uniform Construction Code and recognizes that cooperation in the enforcement of the Uniform Construction Code would be beneficial for their respective residents; and,

WHEREAS, the Municipalities recognize that the coordination of services would enable each Municipality to minimize the costs of administration of a code enforcement program; and,

WHEREAS, the Act of December 19, 1996, P.L. 1158, No. 177, section 1, 53 Pa C.S.A. 2301 permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and,

WHEREAS, the Pennsylvania Department of Community and Economic Development has established a program to encourage municipalities to enter into such agreements for the sharing of code enforcement services; and,

WHEREAS, West Wyoming Borough and the Municipality of Kingston desire to enter into an agreement whereby Kingston would share its UCC Hearing Board with West Wyoming so as to enhance West Wyoming's enforcement of the Uniform Construction Code.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and each municipality intending to be legally bound hereby, the parties agree as follows:

1. Utilization of the Kingston Municipal Uniform Construction Code Hearing Board.
  - a. Kingston presently has a Board of Appeals under the uniform Construction Code. It is agreed that West Wyoming shall be permitted to designate and utilize this Board of Appeals for West Wyoming's UCC appellate matters. West Wyoming will participate in any costs of administering this Board of Kingston as mutually agreed upon from time to time. Additionally, West Wyoming will pay to Kingston an anticipated stipend for the members of the Board of Appeals at a rate of \$175.00 per hearing day.

2. Responsibilities of Municipalities. The following are the individual responsibilities of each Municipality:
  - a. Drafting and enacting an ordinance that ratifies the Municipality's participation in the Joint Code Enforcement Program and authorizing the entry into this agreement in accordance with the requirements of the Intergovernmental Cooperation Act.
  - b. As to the Borough of West Wyoming, West Wyoming shall indemnify and hold the municipality of Kingston harmless from lawsuits claimed or asserted against the Board of Appeals or the Municipality of Kingston pertaining to those actions or claims emanating from matters involving West Wyoming Borough.
3. Fines/Permit Fees. Each Municipality shall, at its sole cost and expense, pay for the costs of administering the UCC within its Municipality. Any fines or penalties recovered by the Municipality for a violation of its ordinance shall be the sole property of the prosecuting Municipality. Similarly, any permit fess shall be the sole property of the Municipality where the work is being performed.
4. Duration of Agreement. The term of this Agreement shall be for a period of one (1) year commencing with the date of execution hereof by West Wyoming Borough and the Municipality of Kingston. This Agreement shall be automatically renewed for an additional term of one (1) year at the conclusion of the initial term and each renewal thereafter unless, at least ninety (90) days prior to expiration, the Municipality which does not desire to renew the Agreement gives written notice of such refusal to renew to the other Municipality in writing. Notwithstanding the foregoing, either Municipality can withdraw from this Agreement upon good cause shown provided that ninety (90) days written notice shall be given to the other party.
5. Amendment. This Agreement may be amended only by Ordinance enacted by both participating Municipalities. This section shall not require an ordinance for either Municipality to not renew the Agreement or withdraw from the Agreement pursuant to Paragraph 4 of the Agreement. Withdrawal may be accomplished by a resolution of the withdrawing party.
6. Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
7. Severability. The provisions of the Agreement are severable, and if any sections, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining section, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each participating Municipality that this Agreement would have been entered into is such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.
8. Construction. When the sense so requires, words of any gender used in this Agreement shall be held to include another gender, and words in the singular number shall be held to include the plural and vice versa.
9. Administration. Each Municipality shall designate one or more persons as being responsible for the administration of the provisions of the Agreement including, but not limited to,

scheduling inspections and enforcement of work, payment of code officials for services rendered and coordination of appeal hearings.

10. Execution of Counterparts. This Agreement can be executed in one or more counterparts which, when read together, shall constitute one complete and binding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of July 14, 2014.

Mary Ann Skot

West Wyoming Borough Council President

ATTEST:

Maureen Zaleski

West Wyoming Borough Secretary

Joseph C. Berber

West Wyoming Borough Mayor

ATTEST:

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Municipality of Kingston Secretary

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Municipality of Kingston Council President