

**ARTICLES OF AGREEMENT
BETWEEN AND AMONG
THE MEMBER MUNICIPALITIES OF THE WEST SIDE AND
SURROUNDING AREAS**

PREAMBLE

We, the elected representatives of the municipalities comprising the West Side Communities of Luzerne County, Pennsylvania, recognize that we share common issues confronting our region that are independent of political boundaries. In order to address our common needs and find solutions to these issues, we expressly acknowledge that we will have a substantially greater chance of success if they are undertaken jointly and in a cooperative manner among our respective municipalities

The goal of the West Side Council of Governments (WSCOG) is to improve the quality of life for the residents of the West Side area in the face of increasing economic challenges for municipalities. We believe that this goal can best be achieved through cooperative efforts and combining our various resources to meet regional challenges that may be beyond our individual capabilities.

THEREFORE, the representatives of the member municipalities hereby join together to form the WEST SIDE COUNCIL of GOVERNMENTS (WSCOG).

The purpose of this agreement is to establish a municipal council of governments. The council of governments provides a means of communication, cooperation and joint action in the interest of the municipalities individually and collectively.

I. ARTICLE I

NAME

The name of this organization shall be the "WEST SIDE COUNCIL OF GOVERNMENTS" and henceforth, it may be referred to as the same of WSCOG.

II. ARTICLE II

PURPOSE

The intention of the founders of the WSCOG 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. These are:

A. **COMMUNICATION & COORDINATION:** To provide the organizational structure necessary to ensure effective communication and coordination among municipalities.

B. **POLICIES & PRIORITIES:** To foster, develop and review policies, plans and priorities for regional growth and development, and to conserve natural and cultural resources.

C. **COMMUNITY FACILITIES & SERVICES:** To facilitate cooperative efforts to provide community facilities and services.

D. **FORUM:** To serve as a unified forum to identify, discuss, study and bring into focus regional issues and needs.

E. **REGIONAL COMMUNICATION:** To maintain liaison with members, governmental units, and groups of two or more or organizations and to serve as regional voice for local governments to governmental units and organizations at the county, state, and federal levels in respect to the purpose of the WSCOG.

F. **STAFF SUPPORT:** To furnish general and technical staff support to member municipalities as they direct or request, to promote and implement approved agreements, policies, projects and programs.

G. **REGIONAL REVIEW:** To review and coordinate federal, state and local programs of regional importance.

H. **SEEK GRANTS:** To join in grant applications when it appears feasible to seek grants from available public or private sources that will benefit one or more members of the WSCOG.

I. **FACILITATE SPECIFIC AGREEMENTS** and cooperative actions for intergovernmental activities.

J. PROMOTE BENEFICIAL LEGISLATION and policies essential to the advancement of locally based public services through intergovernmental cooperation.

III. ARTICLE III

POWERS & SCOPE OF AUTHORITY

As specified in the Pennsylvania Intergovernmental Cooperation Law (Act 177 of 1996, previously adopted as Act 180 of 1972) (hereinafter "PICL"), municipalities may cooperate in the exercise or performance of their respective governmental functions, powers, and responsibilities. It is the intention of the municipalities subscribing to these Articles of Agreement that the WSCOG may establish any program and perform and function permitted in the enabling legislation and subsequently approved by such municipalities. In order to carry out these activities, it is hereby agreed that, unless otherwise specified below, upon approval of a majority vote of the WSCOG members and thereafter approved by a resolution, or ordinance where required by applicable law, of the governing body of each of the WSCOG member municipalities that voted in the majority, the WSCOG may

- A. Employ temporary, independent contractors to advise the WSCOG on technical or specialized issues.
- B. Receive, administer and disburse funds from municipal, state, federal or other sources.
- C. Adopt and amend bylaws.
- D. Approve applications for contribution and grant-in-kind of joint projects administered by the COG.
- E. Initiate, advise, and aid in the establishment of, or amendment of cooperative agreements among local governments in the region.
- F. Propose, initiate, implement or revise studies, policy discussions and plans for the WSCOG,

- G. Make recommendations to any local governments or other appropriate agencies or entities,
- H. Take other actions consistent with the enabling legislation and the terms of these Articles of Agreement and,
- I. Contract for services, subject to these Articles of Agreement.

IV. ARTICLE IV

MEMBERSHIP

A. **ELIGIBILITY:** Voting membership shall be open to those municipalities which subscribe initially to these Articles of Agreement and any municipality subsequently becoming a full participating member of the WSCOG; all hereinafter referred to as "MEMBER(S)" or "MEMBER MUNICIPALITIES"

B. **REPRESENTATION:** The governing body of each member shall appoint one (1) elected or appointed official from each municipality to serve as its designated voting representative to the WSCOG. Additionally each member municipality may appoint an alternative representative. Only one (1) representative from each member municipality will be permitted to vote at any given time. The representatives from each member municipality shall be appointed by the municipality in accordance with each municipality's ordinance.

C. **ADMISSION:** Per Section 2305 of the PICL, each member must adopt by ordinance the Articles of Agreement and agree to be bound by the Articles of Agreement and any subsequent amendments thereto adopted by the WSCOG members. The model ordinance agreed to by all members is attached hereto.

D. **ADDITIONAL MEMBERS:** Additional municipalities may become members of the WSCOG in accordance with the following procedures:

1. A municipality wishing to join the WSCOG shall issue a letter of intent signed by its Chief Appointed or Elected Official to the attention of the Secretary of the WSCOG.
2. The members shall thereupon consider the effect of the expanded membership on the WSCOG interests and its ability to accomplish its

stated purposes and therefore, it will submit, within thirty(30) days of the reference of the matter to it, its recommendation to each existing member.

3. In recommending a membership request, the members shall state the terms and conditions for membership, if any which may include, but not be limited to, proportionate reimbursement for past capital expenditures.
4. All admissions to membership shall require the unanimous approval of all existing current voting municipal appointees of the WSCOG.
5. A municipality joining the WSCOG shall signify its acceptance of the terms of membership by enacting an ordinance adopting these Articles of Agreement and all other applicable terms and conditions within 90 days.

E. **WITHDRAWAL** : A member shall have the right to withdraw from the WSCOG by giving twelve (12) months prior written notice to all members of the WSCOG. This notice shall be in the form of an ordinance approved by the governing body of the withdrawing member municipality. The withdrawal or removal of a municipality will in no way serve to void or lessen any previous financial or contractual obligation incurred by that municipality as a member of the WSCOG.

F. **REMOVAL**: Upon a unanimous vote of all other members of the WSCOG, a member may be removed from the WSCOG for cause, including, but not limited to, failure to comply with any provisions of this Agreement and/or policies of the WSCOG. If agreed to by a unanimous vote of all other remaining members of the WSCOG, the removed member may be entitled to reimbursement of it contributions and released from its pending commitments.

V. **ARTICLE V**

ORGANIZATION

A. **OFFICERS**: The officers of the WSCOG shall be a Chair, Vice-Chair, Secretary, and Treasurer. All officers shall be elected from the appointed voting

representatives, at the WSCOG annual reorganization meeting, from the membership of the WSCOG. They shall hold office for one (1) year from the reorganization meeting until their respective successors have been duly elected. No person shall hold more than one office. No two officers may be from the same municipality.

1- **OFFICE OF THE CHAIR:** The chair shall be elected annually as above provided. The chair shall preside at all meetings of the WSCOG. The chair shall create and appoint special committees, which the WSCOG 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:** The vice-chair shall be elected annually as above and will act as the chair in the absence of the duly elected chair.

3- **OFFICE OF THE SECRETARY:** The secretary shall be the coordinator of all administrative items relating to the exercise of all powers of the WSCOG, as more particularly stated in Article 3.

4- **OFFICE OF THE TREASURER:** The treasurer shall be the coordinator of all financial items relating to the exercise of all powers of the WSCOG, as more particularly stated in Article 3.

B. LEGAL CONSULTANT: The WSCOG, upon a majority vote of the members, may retain from time to time and on an as needed basis, a legal consultant, who shall be compensated for such service(s) in accordance with an agreed-upon hourly fee. Legal services may be provided by the Solicitor of one or more of the member municipalities.

C. MEETINGS: The WSCOG shall meet at least every other month. Additional meetings may be held upon the call of the chair or upon the petition of two or more of the members. During the month of January, annually, the WSCOG shall conduct a reorganization meeting to select officers and designate monthly meeting dates. Except in extreme emergency situations, holding of a special meeting shall require a minimum notice of one week provided to the chair/president of the governing body of each member or to the manager/administrator of each member.

D. DUTIES: The WSCOG is responsible for promulgating and implementing the programs and functions agreed to by the member municipalities, consistent with the Articles of Agreement. The WSCOG in accordance with all provisions of these Articles of Agreement, shall:

1. annually elect all officers as provided herein;
2. resolve program membership and participation questions;
3. act on recommendations to the members for amendments to the Articles of Agreement;
4. act on all proposals or initiate, continue, modify or discontinue any programs or functions;
5. apply for grants and recommend to the members necessary borrowing and the insurance of debt for the provision of services and programs.

E. COMMITTEES: The Membership may establish and/or dissolve such standing or ad hoc committees from their membership as may be deemed appropriate to conduct its business.

VI. ARTICLE VI

QUORUM AND VOTING

A. QUORUM: A quorum of the WSCOG shall consist of a majority of the total voting members of the WSCOG.

B. VOTING: The voting representative of each member to the WSCOG shall have one (1) vote in the conduct of the business of the WSCOG. All matters of General Business require a simple majority vote of the members present at a meeting. Matters concerning removal from or admission to the WSCOG must be by a unanimous vote of all members of the entire WSCOG.

VII. ARTICLE VII

FINANCING

FINANCING & FINANCIAL OBLIGATIONS: A member municipality participating in the WSCOG is responsible for contributing to the cost of the operation and administration of the WSCOG by paying an annual cost of \$400.00.

VIII. ARTICLES VIII

PROGRAM PARTICIPATION

Upon admission to membership in the WSCOG, a member has the right to participate in any program offered, or conversely, a member has the right not to participate in any program offered. Programs are services and activities performed by the WSCOG on behalf of the members that relate to the provision of governmental services to the public. Programs have the following characteristics: (1) they provide a service or other clearly definable public oriented activity; and (2) they are expected to have an ongoing financial savings or service improvement that members could not achieve individually.

A. VOTING: A member shall have the right, through its duly appointed representative, to vote in the WSCOG, on all issues regarding any program.

B. WITHDRAWAL: A WSCOG member shall have the right to withdraw from a program per the requirement(s) of the specific and affected agreement. This notice shall be approved by the governing body of the withdrawing member municipality or member organization. Withdrawal will in no way serve to void or lessen any previous financial obligation incurred by that participant, and will not affect the powers, duties and obligations of general membership in the WSCOG.

C. PROGRAM COST: Program costs shall be shared by the participating WSCOG members at a formula to be determined at the start of the program or service.

IX. ARTICLE IX**AMENDMENTS**

Amendments to the Articles of Agreement must be approved by ordinance of each member municipality in the same manner as the adoption of these original Articles of Agreement.

X. ARTICLE X**DURATION**

The duration and term of the Articles of Agreement of the WSCOG are indefinite, but are subject to the right of withdrawal and potential termination as set forth in this Agreement.

IN WITNESS WHEREOF, the duly elected officers of the governing bodies of the member municipalities comprising the WEST SIDE COUNCIL OF GOVERNMENTS (WSCOG) hereto have caused these Articles of Agreement to be executed this 23 day of July, 2013, by such authorized officers pursuant to the authority vested in them by Ordinance enacted by the governing bodies.

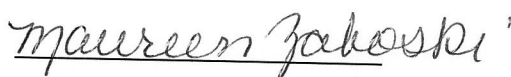


Council President

Mayor



Attest:



Secretary