

Chapter 25

INTERGOVERNMENTAL COOPERATION

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[HISTORY: Adopted by the Borough Council of the Borough of Camp Hill as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Salaries and compensation — See Ch. 51.

ARTICLE I

Penn PRIME Workers Compensation Trust
[Adopted 1-14-1993 by Ord. No. 925, approved 1-14-1993]**§ 25-1. Execution of agreement; copy on file; amendments.**

- A. The Council of Camp Hill Borough is hereby authorized to execute the Penn PRIME Workers Compensation Trust Agreement (or "member participation agreement"), which agreement provides for the participation of Camp Hill Borough, in cooperation with other Pennsylvania municipalities and local public agencies, in the Penn PRIME Workers Compensation Trust.
- B. The trust agreement, which incorporates the organizational structure necessary to implement the program, is on file for inspection and review at the offices of the Pennsylvania League of Cities and Municipalities, 414 North 2nd Street, Harrisburg, Pennsylvania 17101.
- C. The agreement may be amended after the enactment of an ordinance to conform to any requirements imposed by the Commonwealth of Pennsylvania, Department of Labor and Industry, Bureau of Workers Compensation and such other manner as the trust agreement may permit.

§ 25-2. Purpose of participation.

The participation of Camp Hill Borough in the Penn PRIME Workers Compensation Trust is authorized for the purposes of enabling Camp Hill Borough to ultimately reduce and stabilize the cost of its workers' compensation obligations through the creation of a joint fund to be used for the payment of workers' compensation claims on behalf of all participants in the Penn PRIME Workers Compensation Trust.

§ 25-3. Standards for participation.

As set forth in the Penn PRIME Workers Compensation Trust agreement, the following conditions, among others, apply to the participation of Camp Hill Borough in the Penn Workers Compensation Trust:

- A. That each participating municipality meets the admission and eligibility requirements set forth therein.
- B. That each participating municipality agrees to pay all of its annual contributions and any assessments which are required for the creation and maintenance of the General Operating and Restricted Surplus Funds created pursuant to the Penn PRIME Workers Compensation Trust, and pledges its full taxing authority for the payment of those obligations.
- C. That each participating municipality comply with the terms of the trust agreement as respects contributions, required loss prevention methods, cooperation with the trust service and fiscal agents, attorneys, claims adjusters, etc., and that each participating municipality comply with all applicable statutes and regulations governing the payment

of workers' compensation claims, including but not limited to the Pennsylvania Workers' Compensation Act.¹

§ 25-4. Self-insurance exemption required.

The participation of Camp Hill Borough in the Penn PRIME Workers Compensation Trust will not be effective unless and until it is granted a self-insurance exemption for the payment of workers' compensation claims by the Pennsylvania Department of Labor and Industry pursuant to 77 P.S. § 501 and any regulations promulgated thereunder.

§ 25-5. Minimum participation term; renewals.

Camp Hill Borough agrees to participate in the trust for a minimum period of two years, with annual renewals thereafter, subject to the condition that it continue to retain a self-insurance exemption for the payment of workers' compensation claims from the Pennsylvania Department of Labor and Industry.

§ 25-6. Delegation of powers to Board.

Each participating municipality delegates to the Board of Trustees of the Penn PRIME Workers Compensation Trust the powers enumerated in the trust agreement, including the right to expel participants under certain conditions.

§ 25-7. Participation requirements.

As a condition of participating in the Penn PRIME Workers Compensation Trust, Camp Hill Borough agrees to:

- A. Pay all annual contributions or assessments as may be required by the Board of Trustees;
- B. Designate a contact person for the purpose of communicating with the trust or its representatives; and
- C. Perform all covenants contained in the Penn PRIME Workers Compensation Trust Agreement and delegate to the Board of Trustees the powers and authority enumerated in that agreement.

§ 25-8. Statutory authorization.

This article is being enacted pursuant to 53 P.S. § 481 et seq.²

1. Editor's Note: See 77 P.S. § 1 et seq.

2. Editor's Note: 53 P.S. §§ 481 to 490 were repealed 12-19-1996 by P.L. 1158, No. 177, § 2(a). For current provisions, see 53 Pa.C.S.A. § 2301.

ARTICLE II

**Pennsylvania Municipal Health Insurance Cooperative (PMHIC)
[Adopted 10-27-2004 by Ord. No. 1016, approved 10-28-2004]**

§ 25-9. Preamble.

The caption and preamble of this ordinance set forth above are incorporated herein by reference.³

§ 25-10. Agreement.

- A. This political subdivision hereby approves entering into the agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this article was enacted), with the intent and effect that this political subdivision shall be bound by the agreement.
- B. The President and Vice President of the governing body, acting alone or together with the Secretary or Assistant Secretary, are hereby authorized and directed, on behalf of the political subdivision:
 - (1) To execute and deliver the agreement.
 - (2) To execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the agreement and the transactions to be effected under the agreement, including payment to the PMHIC of such amounts as are due by the political subdivision pursuant to the agreement.

§ 25-11. Actions of officer or governing body.

- A. All actions of any officer, agent or other representative of this political subdivision heretofore taken in the pursuit of the establishment of the PMHIC and/or the political subdivision's participation therein are hereby ratified and approved in all respects.
- B. The governing body of the political subdivision is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this article and of the agreement.

§ 25-12. Determinations.

As required by the Pennsylvania Intergovernmental Cooperation Act, the following matters are specifically found and determined:

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- 3. Editor's Note: The preamble to Ord. No. 1016 reads as follows:
 "A. A number of political subdivisions within central Pennsylvania have investigated whether it would be mutually beneficial to cooperate with each other in obtaining employee benefit insurance.
 B. A plan has been presented to establish the Pennsylvania Municipal Health Insurance Cooperative (the "PMHIC") for the purpose of collectively purchasing employee benefits insurance.
 C. The PMHIC will be established pursuant to an intergovernmental cooperation agreement entitled the Pennsylvania Municipal Health Insurance Cooperative Agreement (the "Agreement").
 D. Pursuant to the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S.A. § 2301 et seq., a municipality may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its governing body."

- A. The conditions of the agreement are set forth in the agreement.
- B. This political subdivision shall participate in the PMHIC for an initial term of three years. All renewal terms shall be as further set forth therein.
- C. The purpose and objectives of the agreement are as set forth in the preamble of this ordinance and in the agreement.
- D. The manner and extent of financing the agreement are that:
 - (1) No borrowing will be required by the political subdivision.
 - (2) Funds to implement the political subdivision's obligations under the agreement shall come from normal and usual budgeted amounts for such matters.
 - (3) Other provisions governing the manner and extent of the financing of the PMHIC shall be as set forth in the agreement.
- E. The PMHIC shall be managed by its Board of Directors pursuant to the terms of the agreement.
- F. All property, real or personal, of the PMHIC, shall be acquired, managed, licensed or disposed of by the PMHIC in accordance with the terms of the agreement.
- G. The PMHIC created by the agreement shall be empowered to enter into contracts for policies of group insurance and employee benefits pursuant to the terms of the agreement.

§ 25-13. Repealer.

All other ordinances and parts of ordinances are repealed insofar as they relate to vision and dental coverages only and are inconsistent with this article.

ARTICLE III

Multimunicipal Comprehensive Planning

[Adopted 6-14-2006 by Ord. No. 1027, approved 6-14-2006]

§ 25-14. Agreement.

The proper officers of the Borough of Camp Hill are authorized and directed to execute and deliver the intergovernmental cooperative agreement for multimunicipal planning dated as of June 14, 2006, by and between the Borough of Camp Hill and the adjacent municipalities of the Borough of Lemoyne and the Borough of Wormleysburg, a copy of which is attached hereto. The specific terms, conditions and provisions of the cooperative planning agreement are made a part hereof (and shall be filed with the minutes of the meeting at which this article is adopted).

§ 25-15. Scope and structure.

The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed and disposed of are set forth in the cooperative planning agreement.

ARTICLE IV

Susquehanna Municipal Trust

[Adopted 9-13-2006 by Ord. No. 1028, approved 9-13-2006]

§ 25-16. Preamble.

The caption and preamble of this ordinance set forth above are incorporated herein by reference.⁴

§ 25-17. Agreement.

- A. This political subdivision hereby approves entering into the agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this article was enacted), with the intent and effect that this political subdivision shall be bound by the agreement and shall join and participate in the Trust.
- B. The President or Vice President of the governing body, acting alone or together with the Secretary or Assistant Secretary, are hereby authorized and directed on behalf of the political subdivision:
 - (1) To execute and deliver the agreement.
 - (2) To execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the agreement and the transactions to be effected under the agreement, including payment to the Trust of such amounts as are due by the political subdivision pursuant to the agreement.

4. Editor's Note: The preamble to Ord. No. 1028 reads as follows:
 "A. A number of political subdivisions within Central Pennsylvania, have investigated whether it would be mutually beneficial to cooperate with each other in obtaining workers' compensation insurance.
 B. The Susquehanna Municipal Trust (the "Trust") has been established for the purpose of seeking the prevention or lessening of claims due to injuries of employees of the Trust's members and pooling workers' compensation and occupational disease insurance risks, reserves, claims and losses and providing self-insurance and reinsurance therefore.
 C. The Trust is established pursuant to an intergovernmental cooperation agreement entitled the Susquehanna Municipal Trust – Trust Agreement ("the Agreement").
 D. Pursuant to the provisions of Chapter 23, Subchapter A, Intergovernmental Cooperation, of the General Local Government Code, 53 Pa. C.S. § 2301 et seq. ("Intergovernmental Cooperation Law"), a municipality may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its governing body.

§ 25-18. Actions of governing body.

The governing body of the political subdivision is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this article and of the agreement.

§ 25-19. Determinations.

As required by the Pennsylvania Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- A. The conditions of the agreement are set forth in the agreement.
- B. This political subdivision shall participate in the Trust for a minimum initial term of two years as set forth in the agreement.
- C. The purpose and objectives of the agreement are as set forth in the preamble of this ordinance and in the agreement.
- D. The manner and extent of financing the agreement are that:
 - (1) No borrowing will be required by the political subdivision.
 - (2) Funds to implement the political subdivision's obligations under the agreement shall come from normal and usual budgeted amounts for such matters.
 - (3) Other provisions governing the manner and extent of the financing of the Trust shall be as set forth in the agreement.
- E. The Trust shall be managed by its own Plan Committee and Board of Trustees pursuant to the terms of the agreement.
- F. All property, real or personal, of the Trust shall be acquired, managed, licensed or disposed of by the Trust in accordance with the terms of the agreement.
- G. The Trust created by the agreement shall be empowered to enter into contracts for policies of group insurance and employee benefits, including social security, pursuant to the terms of the agreement.

ARTICLE V**Cumberland County Land Partnerships Grant Program Participation
[Adopted 10-11-2006 by Ord. No. 1031, approved 10-11-2006]****§ 25-20. Title.**

This article shall be known and may be cited as the "Cumberland County Land Partnerships Grant Program Participation Ordinance."

§ 25-21. Intent; applicability.

The background of this article and the legislative intention of the Borough Council in enacting it are as follows:

- A. Camp Hill is a Pennsylvania Borough.
- B. The Act of December 19, 1996, P.L. 1158, No. 177, referred to as the "Intergovernmental Cooperation Law," 53 Pa.C.S.A. § 2301 et seq., provides that local governments may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities.
- C. The Cumberland County Land Partnerships Grant Program ("program") was established by the Board of Commissioners of Cumberland County for the purpose of open space preservation and smart growth planning for the benefit of county residents.
- D. The Borough Council of Camp Hill, Cumberland County, Pennsylvania, determines that it is in the best interest of the public health, safety and welfare of its citizens to participate in the program.

§ 25-22. Terms of agreement.

- A. The conditions of membership, duration, purpose and objectives of the program, including the powers and scope of authority delegated therein, manner and extent of financing, organizational structure necessary to implement the program and manner in which real and personal property will be acquired, managed and disposed of, are set forth in the master Intergovernmental Cooperation Agreement for Municipal Participation in the Cumberland County Land Partnerships Grant Program ("agreement"), a copy of which is attached to this article as Exhibit A and incorporated herein as if set forth in full.⁵
- B. Any funds for the program may be appropriated by the Board of Commissioners of Cumberland County as it shall determine, in its sole discretion, from time to time.
- C. Real or personal property may be acquired, managed or disposed of under this article.
- D. Each party has the power to enter into contracts for policies of group insurance and employee benefits, including social security, for all of their employees, including those whose duties further the purposes of the program.

§ 25-23. Actions of President of Borough Council.

The President of the Borough Council of Camp Hill is hereby authorized to execute all documents and perform all actions necessary to cause Camp Hill to enter the agreement.

5. Editor's Note: A copy of the agreement is on file in the Borough offices.

§ 25-24. When effective.

This article shall become effective as provided by law. The agreement shall be effective upon the effective date of the Intergovernmental Cooperation Ordinance last enacted by the parties.

