

**ADDENDUM NO. 9 AND RESTATEMENT OF AGREEMENT BY AND BETWEEN  
NEWTOWN TOWNSHIP, UPPER MAKEFIELD TOWNSHIP AND WRIGHTSTOWN  
TOWNSHIP**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **TOWNSHIP OF NEWTOWN**, the **TOWNSHIP OF UPPER MAKEFIELD**, and the **TOWNSHIP OF WRIGHTSTOWN**, located in Bucks County, Pennsylvania (hereinafter collectively called “the Participating Municipalities) is as follows:

**TERMS:**

Within this Agreement the initials “MPC” denote the Pennsylvania Municipalities Planning Code and all amendments thereto.

Within this Agreement the initials “JMZO” denote the Joint Municipal Zoning Ordinance of Newtown Township, Wrightstown Township, and Upper Makefield Township and all amendments thereto.

**BACKGROUND:**

1. On July 5, 1977, Newtown Township, Upper Makefield Township, and Wrightstown Township entered into a joint planning agreement in which they established a joint planning group to develop a joint comprehensive plan and regional zoning ordinance.
2. The joint planning group was made up of two representatives from each of Newtown Township, Upper Makefield Township, and Wrightstown Township.
3. On December 13, 1977, Newtown Borough sent representatives to the joint planning group and participated in the activities to develop a joint comprehensive plan and regional zoning ordinance.

4. On August 1, 1983, as a result of the efforts of the joint planning group and the participating municipalities, the Joint Municipal Zoning Ordinance was adopted by Newtown Borough, Newtown Township, Upper Makefield Township, and Wrightstown Township.
5. After the initial agreement in 1977, the participating municipalities amended the joint planning agreement eight times incorporating changes when needed and in the best interests of the Participating Municipalities, the most recent amendment being adopted on June 25, 2008.
6. On January 1, 1993, Newtown Borough withdrew from the Jointure by providing appropriate notice pursuant to the MPC.
7. Newtown Township, Upper Makefield Township, and Wrightstown Township wish to amend the Agreement to reflect the composition of the Joint Zoning Council as it currently exists and restate the joint planning agreement to reflect all amendments.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, and intending to be legally bound, the Participating Municipalities hereby agree as follows:

**1. LOCAL PLANNING COMMISSION.**

In accordance with Section 1402 of the JMZO, each of the Participating Municipalities shall retain its own municipal planning commission. The Participating Municipalities agree that all matters relating to lot line changes, subdivisions, land developments or any other matter of a planning or zoning nature in which jurisdiction resides solely in the governing body of a municipality shall not be considered a joint planning or joint zoning activity in the context of this Agreement. Such activities will be solely a local function and all expenses thereof shall be borne solely by the local municipality and shall not be subject to the formula for shares costs of

regional zoning expenses.

## **2. WITHDRAWAL.**

Any of the Participating Municipalities may withdraw from this Agreement, but only in the manner provided by the MPC. Upon receiving notice that a municipality wishes to withdraw from the Jointure, the governing bodies of the remaining municipalities shall promptly schedule a meeting to consider whether the remaining municipalities wish to continue with the Jointure.

In the event the remaining municipalities determine that they wish to continue with regional zoning, this Agreement will remain in full force and effect with regard to all three of the Participating Municipalities until the withdrawing municipality withdraws as permitted by the MPC and thereafter will continue with appropriate changes (including the amendment of the JMZO to delete the withdrawing municipality, the revision of the Zoning Map, the deletion of zoning districts which are located only within the withdrawing district, the reduction in members of the Joint Zoning Council, the revision of the cost formula and any other changes which may become necessary because of the withdrawal of one municipality).

## **3. LOCAL ZONING HEARING BOARD.**

Each municipality shall establish and maintain its own zoning hearing board. Membership, terms of office, provision for filling vacancies, quorum, voting, and appointment of alternates on each local zoning hearing board shall be determined by the individual municipality pursuant to the provision of the MPC and the JMZO.

## **4. ZONING OFFICERS.**

The governing body of each of the Participating Municipalities shall, by appropriate resolution, appoint a zoning officer as provided in Section 1401 of the JMZO.

## **5. ALLOCATION OF COSTS.**

Except for Regional Defense Costs that will be allocated pursuant to paragraph 8 hereof, Regional Zoning Expenses as provided for in paragraph 7 hereof will be allocated among the Participating Municipalities by a formula which shall be based on the populations, areas in square miles and tax bases of the Participating Municipalities, as follows: the percentage of a municipality's population to the total population of the three Participating Municipalities, plus the percentage of that municipality's area to the total area of the three Participating Municipalities, plus the percentage of the tax assessment of that municipality to the total assessment of the three Participating Municipalities, divided by three determines the percentage of costs which each municipality bears.

The formula shall be updated each year based on the latest figures available for the tax bases from the Bucks County Board of Assessment and after the population count has been certified by the United States Census decennial county, on the day that the Joint Zoning Council transmits its proposed budget to the Participating Municipalities.

## **6. REGIONAL ZONING EXPENSES.**

A. Costs incurred in the administration of the Joint Municipal Zoning Ordinance ("Regional Administrative Costs" as hereinafter defined) shall be paid by each Participating Municipality in accordance with the allocation formula provided in paragraph 6 hereof.

B. Regional Administrative Costs shall mean:

1. Advertising expenses incurred in the advertisement of the Joint Municipal Comprehensive Plan, the Joint Municipal Zoning Ordinance and amendments thereto.

2. Costs of amending the JMZO pursuant to Section 1602 of the JMZO, provided, however, that a municipality's costs in preparing a proposed ordinance amendment to

submit to the Participating Municipalities shall be a local cost which the Participating Municipalities shall have no obligation to pay.

3. The costs of pursuing a municipal curative amendment pursuant to Section 1601 of the JMZO.

C. Costs incurred or proposed to be incurred by the Joint Zoning Council which have not been approved as part of the budget for administration of the JMZO shall not be considered Regional Administrative Costs and shall not be paid by Participating Municipalities as provided in paragraph 7.A, except by unanimous vote of the Participating Municipalities.

D. Regional Defense Costs are those incurred in the defense of a procedural challenge, curative amendment or substantive challenge filed against the JMZO. Costs incurred in connection with the defense of the JMZO on the procedural or substantive validity of the JMZO or on a curative amendment, whether by injunction or otherwise shall be paid as follows: twenty-five percent (25%) of the cost of defending the challenge shall be paid by the municipality against which the challenge is filed. The remaining defense costs shall be shared by the Participating Municipalities in accordance with the formula set forth in paragraph 6. If the challenge affects two Participating Municipalities for which there is developable land based on current or proposed zoning regulations, each shall pay twenty-five percent (25%) of the costs of defending the challenge, and the remaining defense costs shall be shared by the Participating Municipalities in accordance with the formula set forth in paragraph 6.

E. Regional Defense Costs shall include:

1. Advertising costs.
2. Compensation of the Zoning Hearing Board for attendance in an adjudicative capacity and the compensation of a Hearing Examiner appointed by the Zoning

Hearing Board or Governing Body shall be as established by the Board of Supervisors of the Participating Municipality in which the hearing is conducted.

3. Costs of stenographic notes of testimony.

4. Compensation of engineers, planners and other consultants employed by the Participating Municipality for the purpose of evaluating curative amendment and offering expert testimony in defense of the JMZO in hearings held pursuant to the applicable sections of the MPC.

5. Administrative costs incurred by a Participating Municipality considering an application submitted pursuant to the applicable sections of the MPC and not listed in another paragraph of this section.

6. Compensation of the solicitor defending a challenge to the procedural or substantive validity of the JMZO, including defending a curative amendment.

7. Such other costs incurred in the consideration of an application submitted pursuant to the applicable sections of the MPC not otherwise determined to be administrative costs as defined above.

8. Costs incurred in taking or defending any appeal from a decision of any tribunal ruling on any procedural challenge, curative amendment or substantive challenged filed against the JMZO.

F. All fees paid to the Participating Municipality in connection with a curative amendment application, other substantive or procedural challenge to the JMZO, and fees for appeals shall be applied to payment of the costs incurred in connection with the application for which fees are paid. Only the net amount resulting after application of the fees to the payment of such costs in accordance with the MPC shall be subject to the allocated Regional Defense Costs

as defined above.

G. Each private entity seeking rezoning within any one or more of the Participating Municipalities shall bear all costs of that rezoning process. Upon receipt of an application by a private entity, the municipality wherein the parcel(s) to be rezoned is located (the “Host Municipality”) shall receive the appropriate rezoning application fee and rezoning escrow, according to the Host Municipality’s fee schedule. Further, the Host Municipality shall establish a rezoning escrow amount in the name of the private entity. All invoices for costs incurred in the rezoning process of a private entity’s parcel(s) shall be forwarded to the Host Municipality for payment from the rezoning escrow account.

H. In the event that a property owner files a petition for Board of View, Complaint or other request for compensation based, solely or in part, on an allegation that the Joint Zoning Ordinance, permanently or temporarily, so deprives him of reasonable use of his property as to entitle him to compensation pursuant to the takings clause of the Fifth Amendment of the United States Constitution and/or Article I, Section 10 of the Constitution of the Commonwealth of Pennsylvania, then the defense of any such claim, and the payment of any compensation awarded by a court of competent jurisdiction as a result of any such claim shall be the sole responsibility of the municipality where the subject property is located; and if other municipalities are joined by such property owner in connection with any such claim, then the municipality where the property is located shall reimburse the other municipalities for all expenses incurred by them in defense of any such claim and shall further reimburse them for any sums awarded by a court of competent jurisdiction as a result of any such claim.

## **7. MANAGEMENT OF REGIONAL DEFENSE CASES AND ALLOCAITON OF**

## **REGIONAL DEFENSE COSTS.**

An attack on the procedural or substantive validity of the JMZO or a curative amendment attack, whether by injunction or otherwise, shall be controlled solely by the municipality in which the challenge, curative amendment or defense procedure has been brought. The municipality in question shall provide a monthly accounting of the Regional Defense Costs incurred by it to the other Participating Municipalities. The Regional Defense Costs shall be borne in the first instance by the affected municipality, and the net amount as calculated by paragraph 7.F hereof shall be paid as follows:

A. The affected municipality shall pay twenty-five percent (25%) of the net amount. If the challenge affects two Participating Municipalities for which there is developable land based on current or proposed zoning regulations, each shall pay twenty-five percent (25%) of the Regional Defense Costs, and the remaining Regional Defense Costs shall be shared by the Participating Municipalities in accordance with the formula set forth in Paragraph 6.

B. The balance of the net amount shall be reimbursed by the Participating Municipalities based upon the percentage allocations determined by reference to paragraph 6 hereof within ninety (90) days of the submission of the monthly report.

The hiring of the experts needed to defend the challenge or curative amendment to the JMZO, and the incurring of any other expenses in the defending of the challenge or curative amendment to the JMZO shall be at the sole discretion of the municipality in which the challenge or curative amendment is brought. The action shall be defended or brought by the solicitor of the municipality in question. Should a curative amendment affect two or more Participating Municipalities, the municipality with the greatest land area shall have the option to select its solicitor to act as counsel to the Board of Supervisors or the hearing examiner. Both affected



Participating Municipalities shall agree on an attorney who will provide the defense of the JMZO. Should a substantive challenge affect two or more Participating Municipalities, the Zoning Hearing Board of the Participating Municipality with the greatest land area shall have the option to retain its own counsel for the purpose of hearing while the solicitor from the Participating Municipality with the greatest land area shall serve as lead counsel in defense of the ordinance, and the solicitor for the Participating Municipality with the lesser land area as co-lead in defending the ordinance.

The costs of any appeals to the Court of Common Pleas or any appellate court relating to challenges, curative amendments or defense actions shall likewise be shared on the formula set forth above, with the affected municipality paying the initial twenty-five (25%) percent of the costs and the balance of the costs being reimbursed by the Participating Municipalities based upon the percentage allocation determined by reference to paragraph 6 hereof. Reimbursement shall be paid to the affected municipality by the procedure set forth above. The decision as to whether or not to appeal an adverse ruling or to defend an appeal shall be at the sole discretion of the municipality in which the challenge was initiated, after consultation with the Joint Zoning Council.

A Participating Municipality shall be responsible for its respective share of the cost of defending challenges or curative amendments whether or not the action taken by the municipality in question is taken with the consent or over the opposition of the remaining municipalities. A Participating Municipality shall not have the option of determining which challenges or curative amendments it will financially support and those which it will not.

However, while any curative amendment or validity challenge is pending, the Solicitor handling such action shall meet with the Joint Zoning Council at such time as the Council may

request and shall give a report as to the status of the action, including an evaluation of the merits of the action, information as to experts hired or expected to be hired, and the anticipated costs to be incurred.

## **8. JOINT ZONING COUNCIL**

The Joint Zoning Council shall establish policy on matters of importance to the Jointure. The members of the governing body of each of the Participating Municipalities shall be members of the Joint Zoning Council, with the ability to attend and participate in all meetings of the Joint Zoning Council, provided that each municipality shall have no more than one vote only regardless of the number of representatives attending the meeting. An effort should be made to meet a consensus in coming to the ultimate vote. The quorum for transaction of business by the Joint Zoning Council shall be at least one member of the governing body of each Participating Municipality.

The Joint Zoning Council shall have the responsibility of preparing a budget for the administration of the Jointure. The proposed budget shall be submitted by the Joint Zoning Council to the Participating Municipalities at least ninety (90) days before the Participating Municipalities are required by law to adopt their budgets.

Upon adoption of the budget of the Joint Zoning Council by each of the Participating Municipalities, the Joint Zoning Council may authorize the distribution of funds in accordance with the budget which has been approved by the Participating Municipalities.

The funds budgeted by each municipality to the Joint Zoning Council shall be paid to the Joint Zoning Council annually unless the Joint Zoning Council agrees that payments may be delayed due to surplus funds in the accounts of the Joint Zoning Council. The funds shall be deposited in a financial institution chosen by the Joint Zoning Council, and all check shall be

signed by the Treasurer of the Joint Zoning Council and by either the Chairman or Vice-Chairman of the Council. The Treasurer of the Council shall be bonded.

The Joint Zoning Council shall also prepare a standard Fee Schedule for the Participating Municipalities, which it may from time to time amend, which shall be adopted by the Participating Municipalities for the administration of the JMZO.

**9. AMENDMENTS TO THE JMZO.**

All amendments to the JMZO, whether initiated by the Joint Zoning Council one or more of the Participating Municipalities or a private person or entity, shall be effective only after enactment by each of the Participating Municipalities.

**10. NON-REGIONAL ZONING COSTS.**

Each of the Participating Municipalities shall otherwise be obliged to pay all its own planning and zoning costs, including the costs of its own municipal planning commission, the costs of its zoning hearing board which are not otherwise covered by fees of the zoning hearing board, the costs of its own planning consultant, engineers, solicitors and other costs relating to its own independent planning activities, and the initiation of its own proposed amendments to the JMZO and the activities of its zoning officer.

**11. CONFLICT OF INTEREST.**

No solicitor, engineer, employee or public official of any Participating Municipality may represent any other person before any of the Participating Municipalities where he or she takes a position adverse to the procedural or substantive validity of the Joint Municipal Comprehensive Plan or JMZO.

**12. PROFESSIONAL APPOINTMENTS TO JOINT ZONING COUNCIL.**

A. Solicitor. A municipal solicitor shall be assigned to the Joint Zoning Council on a rotating

basis by the Participating Municipalities, to serve a two-year term. The order of rotation beginning January 1, 2008, shall be as follows: Upper Makefield Township, Newtown Township and Wrightstown Township.

B. Planner. The Joint Zoning Council may choose to appoint a Planner to assist the Council in the course of its business.

C. Secretary. The Joint Zoning Council may choose to appoint a Secretary to capture the minutes of the Council and to maintain other official records.

**IN WITNESS WHEREOF**, the Participating Municipalities have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2023.

**NEWTOWN TOWNSHIP  
BOARD OF SUPERVISORS**

**By:** \_\_\_\_\_  
**Dennis Fisher, Chairman**

**Attest:** \_\_\_\_\_  
**Micah Lewis, Secretary**

**UPPER MAKEFIELD TOWNSHIP  
BOARD OF SUPERVISORS**

**By:** \_\_\_\_\_  
**, Chairman**

**Attest:** \_\_\_\_\_  
**, Secretary**

**WRIGHTSTOWN TOWNSHIP  
BOARD OF SUPERVISORS**

**By:** \_\_\_\_\_  
**Chester Pogonowski, Chairman**

**Attest:** \_\_\_\_\_  
**, Secretary**