COLLEGE TOWNSHIP
CENTRE COUNTY PENNSYLVANIA

RESOLUTION R-22-19

A RESOLUTION OF THE TOWNSHIP of COLLEGE, CENTRE COUNTY, PENNSYLVANIA, FOR THE PURPOSES OF AUTHORIZING AN INTERMUNICIPAL COOPERATION AGREEMENT WITH THE BOROUGH of STATE COLLEGE, CENTRE COUNTY, PENNSYLVANIA, PURSUANT TO THE ESTABLISHMENT OF A GOVERNANCE STRUCTURE FOR THE JOINTLY OWNED PROPERTY KNOWN AS THOMPSON WOODS PRESERVE

WHEREAS, The Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorize municipalities to enter into joint intermunicipal agreements with other municipalities in the exercise of the respective governmental functions, powers or responsibilities; and

WHEREAS, in 1999, the Thompson Woods Residential Subdivision (Residential Subdivision) was initially proposed and The Clearwater Conservancy of Central Pennsylvania, Incorporated (Clearwater Conservancy) expressed an interest in acquiring the residual tract, immediately adjacent, but not included as part of, the Residential Subdivision; and,

WHEREAS, in January 2000, The Clearwater Conservancy secured a $500,000 Pennsylvania Department of Conservation of Natural Resources (DCNR) Land Trust grant for the acquisition of the residual tract; and

WHEREAS, The Township of College, the Borough of State College and the general public contributed $232,000, $75,000 and $175,000 respectively toward the property acquisition; and

WHEREAS, in October 2000, the Residential Subdivision under the ownership of Charles H. Smith, James B. Smith and Thomas L. Smith Partnership (Smith Partnership) was approved; and,

WHEREAS, on November 13, 2000, a sales agreement was reached between the Smith Partnership and Clearwater Conservancy for the 43.36 acre residual tract remaining from the Residential Subdivision, identified and more fully described as Lots 46 and 47 on a Final Subdivision Plan known as Thompson Woods Preserve dated October 16, 2000; and

WHEREAS, the November 13, 2000 sales agreement between the Smith Partnership and Clearwater Conservancy included as a condition for closure the recording of a conservation easement for the property including a list of covenants which run with the land; and,

WHEREAS, on November 13, 2000, Clearwater Conservancy transferred the deeds of the Thompson Woods Preserve to the Township of College (36.61 acres) and the Borough of State College (6.75 acres); and,
WHEREAS, the parties agreed to vest responsibility for decisions related to the maintenance of the Thompson Woods Preserve with the Centre Region Parks and Recreation Authority (CRPRA); and

WHEREAS, The CRPRA assigned the governance role for the Thompson Woods Preserve to the Millbrook Marsh Nature Center Advisory Community, who subsequently formed the Thompson Woods Preserve Subcommittee to fulfill this role; and

WHEREAS, in November 2003, the Thompson Woods Preserve Management Plan was prepared by Clearwater Conservancy to honor the obligations incumbent upon accepting the Land Trust Acquisition grant from DCNR and approved by all parties, with said plan subsequently updated in July 2013; and,

WHEREAS, the Thompson Woods Preserve Subcommittee continued to fulfill its obligations until October 2018, when the subcommittee was dissolved by the Millbrook Marsh Nature Center Advisory Community for lack of activity; and,

WHEREAS, with dissolution of the Thompson Woods Preserve Subcommittee, a new governance structure is required for Thompson Woods Preserve to ensure proper adherence to the property covenants and the Thompson Woods Preserve Management Plan; and,

NOW THEREFORE BE IT RESOLVED,

That the Council of the Township of College, Centre County, Pennsylvania does hereby authorize an intermunicipal cooperation agreement as attached hereto as Exhibit A with the Borough of State College, Centre County, Pennsylvania, establishing the governance structure for the jointly owned property known as Thompson Woods Preserve and further outlining the purpose, objective(s), structure, duration, power and scope of authority being delegated under the newly established governance structure and the manner and extent of any necessary financial obligations pursuant to this agreement.

DULY ADOPTED this 15th day of September, 2022, by the Council of the Township of College, Centre County, Pennsylvania.

COLLEGE TOWNSHIP COUNCIL:

[Signature]

D. Richard Francke, Chair

[Signature]

Carla Stimson, Vice Chair

ATTEST:

[Signature]

Adam T. Brumbaugh, Manager/Secretary
INTERMUNICIPAL COOPERATION AGREEMENT
THOMPSON WOODS PRESERVE GOVERNANCE

THIS INTERMUNICIPAL COOPERATION AGREEMENT (this “Agreement”) is dated this 15th day of Sept., 2022, and is by and between the following parties holding joint ownership of the property known as the Thompson Woods Preserve (Preserve):

The Township of College, Centre County, Pennsylvania (“Township”), a political subdivision, with an address of 1481 East College Avenue, State College, PA 16801,

And

The Borough of State College, Centre County, Pennsylvania (“Borough”), a political subdivision, with an address of 243 South Allen Street, State College, PA 16801.

BACKGROUND

The Preserve consists of two forest parcels (eastern and western parcels) separated by a utility right-of-way. The primary appeal of the public preserve is its natural setting and the unique natural features that it contains in an area within walking distance of downtown State College and the Pennsylvania State University. Because of its location in the urban setting, this natural parcel of land is extremely vulnerable to perturbation and further disturbance. Therefore, the Preserve is restricted to passive outdoor recreation use, which implies that activities will minimize disturbance of natural plant and wildlife communities.

Since the acquisition of the Preserve in November 2000, there has been minimal investment made in the property by the Township and Borough. Necessary repairs and maintenance have been completed primarily by the Centre Regional Parks and Recreation Authority (CRPRA), which identifies the Preserve as a regional facility. These efforts have been augmented occasionally by municipal staff. Clearwater Conservancy has continued to perform annual inspections of the Preserve to ensure consistency with the prevailing property management plan.

However, now 20+ years since its initial creation and following the 2018 dissolution of the Thompson Woods Preserve Subcommittee, the property is in need of more directed management oversight.

WITNESSETH

WHEREAS, The Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorize municipalities to enter into joint intermunicipal agreements with other municipalities in the exercise of the respective governmental functions, powers or responsibilities; and

WHEREAS, in 1999, the Thompson Woods Residential Subdivision (Residential Subdivision) was initially proposed and The Clearwater Conservancy of Central Pennsylvania, Incorporated (Clearwater Conservancy) expressed an interest in acquiring the residual tract, immediately adjacent, but not included as part of, the Residential Subdivision; and,
WHEREAS, in January 2000, The Clearwater Conservancy secured a $500,000 Pennsylvania Department of Conservation of Natural Resources (DCNR) Land Trust grant for the acquisition of the residual tract; and

WHEREAS, The Township, the Borough, and the general public contributed $232,000, $75,000, and $175,000 respectively toward the property acquisition; and

WHEREAS, in October 2000, the Residential Subdivision under the ownership of Charles H. Smith, James B. Smith, and Thomas L. Smith Partnership (Smith Partnership) was approved; and

WHEREAS, on November 13, 2000, a sales agreement was reached between the Smith Partnership and Clearwater Conservancy for the 43.36 acre residual tract remaining from the Residential Subdivision, identified and more fully described as Lots 46 and 47 on a Final Subdivision Plan known as Thompson Woods Preserve dated October 16, 2000; and

WHEREAS, the November 13, 2000, sales agreement between the Smith Partnership and Clearwater Conservancy included as a condition for closure the recording of a conservation easement for the property including a list of covenants that run with the land; and,

WHEREAS, on November 13, 2000, Clearwater Conservancy transferred the deeds of the Thompson Woods Preserve to the Township (36.61 acres) and the Borough (6.75 acres); and,

WHEREAS, the parties agreed to vest responsibility for decisions related to the maintenance of the Thompson Woods Preserve with the Centre Region Parks and Recreation Authority (CRPRA); and

WHEREAS, The CRPRA assigned the governance role for the Thompson Woods Preserve to the Millbrook Marsh Nature Center Advisory Community, who subsequently formed the Thompson Woods Preserve Subcommittee to fulfill this role; and

WHEREAS, in November 2003, the Thompson Woods Preserve Management Plan was prepared by Clearwater Conservancy to honor the obligations incumbent upon accepting the Land Trust Acquisition grant from DCNR and approved by all parties, with said plan subsequently updated in July 2013; and,

WHEREAS, the Thompson Woods Preserve Subcommittee continued to fulfill its obligations until October 2018, when the subcommittee was dissolved by the Millbrook Marsh Nature Center Advisory Community for lack of activity; and,

WHEREAS, with the dissolution of the Thompson Woods Preserve Subcommittee, a new governance structure is required for Thompson Woods Preserve to ensure proper adherence to the property covenants and the Thompson Woods Preserve Management Plan; and,

NOW, THEREFORE, in consideration of the interests set forth herein, and intending to be legally bound hereby, the Township and Borough agree as follows:
ARTICLE I: PURPOSE & OBJECTIVES

This Intermunicipal Cooperation Agreement between the Township and Borough is intended to establish a new governance structure for the jointly owned property known as the Thompson Woods Preserve. This new governance structure shall consist of the following:

- A separate, jointly appointed *Governance Committee* with the purpose of:
  - Providing purpose-focused oversight of all Preserve matters;
  - Making requests for maintenance and repairs to the appropriate party(s);
  - Coordinating the work and initiatives recommended by the Advisory Committee;
  - Providing a forum for the public on matters related to the Preserve.

- An *Advisory Committee*, which is a strictly advisory body with the purpose of:
  - Identifying issues or potential projects within the Preserve for consideration by the Governance Committee;
  - Providing insight and/or technical recommendations to the Governance Committee on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants;
  - Responding to requests made by the Governance Committee.

The objective of this governance structure is to provide for more formal and consistent management oversight of the Preserve. Thus ensuring more proactive stewardship of the property in a manner consistent with the prevailing property management plan and covenants running with the land.

ARTICLE II: STRUCTURE OF COMMITTEES

The *Governance Committee* shall be a separate, jointly appointed board comprised of the following five (5) members:

- Two (2) College Township appointees
- Two (2) State College Borough appointees
- One (1) CRPRA appointee, this appointee shall be a member of the CRPRA Board who is not a representative from the Township or Borough

The Township and Borough are solely responsible for the appointment of their respective representatives and may designate an alternate for each appointee if so required.

The CRPRA is solely responsible for the appointment of their representative and may designate an alternate for the appointee if so required.

The Township, Borough, and CRPRA have the discretion to remove their own respective appointee at any time for any reason.

A party requesting the removal of another party’s appointee must do so in writing and removal requires a majority vote of both the Township and Borough Councils.

The *Advisory Committee* shall be comprised of members representing the following key stakeholders:
• One (1) representative from the Clearwater Conservancy
• One (1) representative from Centre Region Parks and Recreation
• One (1) representative from the Vallimont Home Owner Association
• One (1) representative from the Thompson Woods Property Owners’ Association
• Up to three (3) total representatives, with no more than one (1) from each, of the following:
  o Centre County Conservation District,
  o Penn State Department of Ecosystem Science and Management,
  o DCNR

Each of the stakeholders is solely responsible for the appointment of their representative and may designate an alternate for the appointee if so required.

A party requesting the removal of any other stakeholder’s representative must do so in writing and removal requires a majority vote of both the Township and Borough Councils.

ARTICLE III: DURATION, CHANGES IN STRUCTURE, AND TERMINATION

The term of office for appointees to the Governance and Advisory Committees shall be two (2) years with no limitation on the number of concurrent terms held by any individual appointee.

Members appointed to a vacancy shall serve for the remainder of the unexpired term.

The duration of this agreement and governance structure for the Preserve is perpetual unless and until terminated by a majority vote by the governing body of either party.

ARTICLE IV: AUTHORITY AND POWERS

By virtue of the authority set forth in the Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, the Township and Borough hereby create a governance structure for the Preserve consisting of the following committees with the assigned authority and powers described herein:

• **Governance Committee** is assigned the responsibility of:
  o Providing purpose-focused oversight of all Preserve matters;
  o Making requests for maintenance and repairs to the appropriate party(s);
  o Coordinating the work and initiatives recommended by the Advisory Committee;
  o Providing a forum for the public on matters related to the Preserve;
  o Referring issues and/or projects to the Advisory Committee.

• **Advisory Committee** is strictly an advisory body assigned the responsibility of:
  o Identifying issues or potential projects within the Preserve for consideration by the Governance Committee;
  o Providing insight and/or technical recommendations to the Governance Committee on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants;
- Responding to requests made by the Governance Committee.

The Township and Borough retain the following authority and powers related to the stewardship of the Preserve:

- Appointment of their respective representatives to the Governance Committee;
- Removal of representatives upon a majority vote of the Township and Borough Councils;
- All financial responsibilities including, but not limited to:
  - Annual budgeting;
  - Purchasing of any and all materials or equipment;
  - Hiring and payment of staff;
  - Execution of contracts with and payment of contractors or vendors.

**ARTICLE V: FINANCIAL OBLIGATIONS FORMULA**

**Collectively Funded Investments:**
For investments that maintain, preserve, enhance or in any other manner benefit the entire Preserve, the following cost formula, which reflects the percentage of ownership in the 43.36 acre Preserve, shall be observed:

<table>
<thead>
<tr>
<th>Partner</th>
<th>Acreage Owned</th>
<th>Funding Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>College Township</td>
<td>36.61 acres</td>
<td>84.43%</td>
</tr>
<tr>
<td>State College Borough</td>
<td>6.75 acres</td>
<td>15.57%</td>
</tr>
</tbody>
</table>

Examples of projects that benefit the larger Preserve would include, but not be limited to:

- Management of Forest Resources and Invasive Species;
- Maintenance, enhancement, or expansion of the trail facilities;
- Maintenance, enhancement, or expansion of the support facilities;
- New or replacement of Preserve signage;
- Policing of the Preserve;
- Legal costs associated with the policing or stewardship of the Preserve.

**Individually Funded Investments:**
In the limited instances where an investment will maintain, preserve, enhance, or in any other manner benefit only one of the individually owned portions of the Preserve, this investment shall be the sole responsibility of the property owner.

**ARTICLE VI: SEVERABILITY**

If any sentence, clause, phrase, or section of this Agreement 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, phrases, sections or parts of this Agreement.
It is hereby declared as the intention of the Township and Borough that this Agreement would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

ARTICLE VII: REPEALER

Any other Agreement or parts thereof inconsistent with this Agreement be and are hereby expressly repealed.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, pursuant to the proper authorization of and by its governing body has caused this agreement to be executed by its duly authorized officers as of the day and year first written above.

COLLEGE TOWNSHIP COUNCIL:

[Signature]
D. Richard Francke, Chair
Carla Stilson, Vice Chair

ATTEST:

Adam T. Brumbaugh, Manager/Secretary

STATE COLLEGE BOROUGH:

[Signature]
Thomas J. Fountaine, II, Manager/Secretary

ATTEST:

[Signature]
Dianna S. Walter, Assistant Borough Secretary