

MEMO

To: SWWCOG Leadership
From: Mark Roby
Re: Proposed Joint Planning Agreement Language Changes
Date: August 2, 2007

I had a conversation with Fred Lucas in his capacity as Bridgewater Township's attorney, during which we discussed how the Joint Planning Agreement document might be improved for the sake of greater clarity and to reduce the potential for future disagreements over procedure. As a result of that conversation, I am offering some recommendations for changes to the language of the Joint Planning Agreement below:

1. Removal "for cause." (page 3, section 5)
I suggest the Joint Planning Agreement simply state that joint planning commissioners serve "at the will of" a given appointing municipality. By having a clause for removal "for cause," the Manchester Community Joint Planning Commission could find itself being challenged to justify that there was sufficient "cause" for removal? The term, "serving at the will of" eliminates this potential problem.
2. "Alternates," (page 2, section 3). The Agreement should specify how alternates to the joint a planning commission would work.

One, alternates are intended to serve due to the physical absence of the appointed person. Alternates do not vote in case of a planning commissioner recusing himself or herself from a particular vote, and only vote in the case of an appointed person being unable to attend a meeting.

Two, the first alternate would be an elected official who sits in for the elected official on the Joint Planning Commission. The second alternate would attend on behalf of the non-elected planning commissioner, or in the event the first alternate was unable to attend on behalf of the elected official on the planning commissioner.

3. "Procedures for withdrawing," (page 4, Section 8).
The Agreement should specify what kind of notice, e.g. publication and posting as would be the case with a municipal legislative body giving notice re: changing an ordinance.
4. "Reason for withdrawing," (Page 4, Section 8).
A jurisdiction can leave the joint planning commission for any reason. Requiring an ordinance that requires a jurisdiction to have to state any reason for withdrawing suggests the adequacy of the reason could be challenged. I believe this phrase is unnecessary and eliminating it would eliminate unnecessary potential for future disagreement.

I request that this be on the August 8 SWWCOG agenda for discussion and resolution.