

LACKAWANNA-LUZERNE AREA TRANSPORTATION STUDY AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, A.D. 1964, by and among the Department of Highways of the Commonwealth of Pennsylvania (hereinafter called "the Department"), the County of Lackawanna (hereinafter called "Lackawanna"), the County of Luzerne (hereinafter called "Luzerne"), the City of Wilkes-Barre (hereinafter called "Wilkes-Barre"), and the City of Scranton (hereinafter called "Scranton"),

W I T N E S S E T H:

WHEREAS, the parties hereto desire to organize and conduct a continuing, comprehensive, coordinated transportation planning process for the Lackawanna-Luzerne area, consistent with Section 134 of the Federal Aid Highway Act of 1962, Title 23, United States Code, and with the policies of the Federal Government established pursuant thereto,

NOW, THEREFORE, the Department, Lackawanna, Luzerne, Wilkes-Barre, and Scranton, in consideration of their mutual promises hereinafter expressed, and of the other valuable things hereinafter agreed, and intending to be bound hereby, do agree among themselves as follows:

1. The continuing, comprehensive, coordinated transportation planning process, hereinafter called "the study", shall be in accordance with the prospectus entitled "Prospectus for a Four-Phase Continuing Comprehensive Transportation Planning Process", dated February, 1964, and prepared by the Department, which is attached hereto, and hereby made a part of this agreement, marked Exhibit A.

2. The area included in the Study hereby established shall be the area delineated in red on the attached map, made a part hereof, and marked Exhibit B, and as further defined in the first item of the Work Program, except that, with respect to Phase IV of this Study, the Coordinating Committee may approve and direct changes in the Study area from time to time.

3. The scheme of organization shall be as indicated on the chart attached to this Agreement and made a part hereof, marked Exhibit C.

4. The parties hereto hereby establish a Coordinating Committee which shall consist of the following members:

Lackawanna - Two voting members, appointed by Lackawanna;

Luzerne - Two voting members, appointed by Luzerne;

Wilkes-Barre - One voting member, appointed by Wilkes-Barre;

Scranton - One voting member, appointed by Scranton;

Department - Two members, appointed by the Secretary of Highways of the Commonwealth of Pennsylvania, one of whom shall act as chairman, having a vote only in the event of even division, the other a voting member;

Bureau of Community Development, Department of Commerce, Commonwealth of Pennsylvania - One member, without vote;

Bureau of Public Roads, U. S. Department of Commerce - One member, without vote;

Housing and Home Finance Administration - One member, without vote.

It shall be the duty and responsibility of the Coordinating Committee to direct and control the policies and objectives of the Study, with due regard to the requirements and recommendations of its several represented agencies and government, in order to accomplish and maintain the Study.

5. The Coordinating Committee shall establish such regular meetings as from time to time it deems proper, and shall, in addition, meet upon call of the chairman. The Coordinating Committee shall elect a secretary, who need not be a member of the Committee. Actions of the Coordinating Committee and of the Technical Committee hereinafter established shall be by majority vote of members present and entitled to vote.

6. The parties hereto hereby establish a Technical Committee, which shall consist of the following members:

Lackawanna - Two voting members, appointed by Lackawanna;

Luzerne - Two voting members, appointed by Luzerne;

Wilkes-Barre - One voting member, appointed by Wilkes-Barre;

Scranton - One voting member, appointed by Scranton;

Department - Three members, appointed by the Secretary of Highways of the Commonwealth of Pennsylvania, one of whom shall act as chairman, having a vote only in the event of even division, the other two voting members;

Bureau of Community Development, Department of Commerce, Commonwealth of Pennsylvania - One member, without vote;

Bureau of Public Roads, U. S. Department of Commerce - One member, without vote;

U. S. Housing and Home Finance Administration - One member, without vote.

It shall be the duty of the Technical Committee to study and report on technical aspects as directed by the Coordinating Committee, and to initiate studies and recommendations on technical aspects in pursuance of the objectives of the Prospectus and Work Program, The Work Program, Lackawanna-Luzerne Transportation Study, dated December 6, 1963, and prepared by Department's Consulting

Engineer, Alan M. Voorhees and Associates, is attached hereto and made a part hereof as Exhibit D.

7. The Technical Committee shall establish such regular meetings as, from time to time, it deems proper, and shall, in addition, meet upon call of the chairman. The Technical Committee shall elect a secretary, who may be a voting member of the Committee.

8. The parties hereto agree that, in connection with Phases III and IV, it is desirable to provide for local understanding of the matters involved in those phases by the creation of a Citizens Advisory Committee. Excluding only the Department, the parties to this agreement acting together, may establish such a Committee. It is further agreed that the Citizens Advisory Committee may elect its own chairman, and such other officers as it may deem appropriate. The Committee may communicate its various opinions and recommendations with respect to the Study to the parties creating the Committee and to the Coordinating Committee. The Coordinating Committee shall notify the parties hereto, other than the Department, of the appropriate time for creation of a Citizens Advisory Committee.

9. The parties hereto agree that, for the purpose of insuring local participation and support in the Study, Lackawanna and Luzerne shall solicit the cooperation in the transportation planning process of all political subdivisions within the respective jurisdiction of each, which subdivisions are wholly or partly within the Study area. Such cooperation shall be through a Local Government Advisory Committee to be formed by Lackawanna, and a Local Government Advisory Committee to be formed by Luzerne. Each committee shall have one member from each such political subdivision, appointed by the political subdivision. Lackawanna and Luzerne shall each keep its respective committee informed as to the progress of the Study, and it is further agreed that each county shall represent the interests of its Local Government Advisory Committee on the Coordinating and Technical Committees.



10. With respect to Phases I and II, the parties agree that the Study will be operated as outlined in the Prospectus and as described in further detail in the "Work Program - Lackawanna-Luzerne Transportation Study", Exhibit D. It is noted and agreed by the parties hereto that the Department is accomplishing some of its responsibilities with respect to the Study by an independently contracting consulting engineer.

11. With respect to Phase III, the parties agree that a Work Program shall be submitted by the Technical Committee for approval by the Coordinating Committee and the Bureau of Public Roads prior to the completion of Phase II. The Coordinating Committee shall approve the selection of the alternate and final land use and transportation plans.

12. It is agreed that the Department will bear eighty-five per centum (85%) of the actual cost of Phase I of the Study, and the full cost of Phases II and III, as all of these are defined in the Prospectus as Department or Consultant responsibilities, and will provide, or cause to be provided, such data and services as are so defined and indicated for it in the Prospectus. Lackawanna and Luzerne, in accordance with resolutions heretofore enacted on March 24, 1964, and March 25, 1964, respectively, and attached hereto and made a part hereof as Exhibits E and F, respectively, shall bear fifteen per centum (15%) of the actual cost of Phase I, not to exceed, in cash payment to the Department, forty-eight thousand (\$48,000.00) dollars; and Lackawanna, Luzerne, Wilkes-Barre, and Scranton shall also provide such data and services in all three Phases as are indicated for them in the Prospectus and Work Programs. Fifty per cent of the cash contributions shall be paid to the Department by each county upon completion of the field work, and the balance upon the furnishing to local authorities of Volume I, Study Report.

13. With respect to Phase IV, the parties agree that the Study will be maintained, after the accomplishment of Phase III, as a continuing function of all of the parties in a manner to be recommended by the Coordinating Com-

mittee and approved by all of the parties to this agreement, the Bureau of Public Roads, the Housing and Home Finance Administration, and that the Coordinating Committee and the Technical Committee shall remain in being for that purpose, with the parties hereto providing and performing, or causing same, such data and services for the continuing process as shall, from time to time, be deemed desirable by the Coordinating Committee. The Coordinating Committee shall determine when, and in what respects, the plans developed in Phase III shall be re-evaluated and up-dated, and the necessary participations therein, it being understood that this should occur not less frequently than every fifth year after the accomplishment of Phase III.

14. The parties, other than the Department, agree that they, or any of them, will make available, or cause to be made available, conference space for the Study in a convenient location, and at convenient times, within the Study area, as requested by the Coordinating Committee or the Technical Committee for the purposes of the Study. Each party hereto agrees that it will, without expense to the other parties, keep, or cause to be kept, such files, data, and reports pertinent to the Study as the Coordinating Committee shall from time to time request, properly storing the same, and holding the same available for the further purposes of the Study.

15. The parties hereto agree that all Study reports shall be printed or otherwise put in form for publication, at the Department's expense, and shall be distributed without charge, and in adequate numbers, to the parties hereto, to the Bureau of Community Development, the Bureau of Public Roads, the Housing and Home Finance Administration, the members of the Coordinating and Technical Committees, and to such others as the Coordinating Committee shall determine, subject to required approvals for such publications and distributions.

10. This agreement shall remain in full force and effect so long as the parties hereto shall not mutually terminate it, except that any party to this agreement may terminate it upon six months' notice in writing, delivered by registered mail to the other parties hereto; in the case of the Department, such notice to be signed by the Secretary of Highways of the Commonwealth of Pennsylvania; in the case of any City or County, such notice to be accompanied by a certified and attested proof of the action of the Council or the Commissioners authorizing such notice of termination. Notice of rescission of any such notice of termination prior to expiration of the six months, communicated as hereinbefore provided for the notice of termination, shall leave the Study in status quo ante.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HIGHWAYS

*[Signature]*

BY *Carl A. Wied*  
Deputy Secretary of Highways

(SEAL)

ATTEST:

COUNTY OF LACKAWANNA

*Edmund P. Roney*  
*Chief Clerk*

(SEAL)

BY *John J. Mundy*  
(Title) *Chairman*  
*Lackawanna County Commissioners*

ATTEST:

COUNTY OF LUZERNE

*Naughton H. Yeager*  
*Chief Clerk*

(SEAL)

BY *James B. Post*  
(Title) *Chairman*  
*Luverne County Commissioners*

ATTEST:

CITY OF WILKES-BARRE

Robert B. Gault BY Frank Sherry  
City Clerk (Title) Mayor

(SEAL)

ATTEST:

CITY OF SCRANTON

Frank DeLario BY William J. DeLario  
(Title) Mayor

(SEAL)

APPROVED AS TO FORM AND LEGALITY

BY John P. Gallagher  
Deputy Attorney General