

**TOWNSHIP OF WASHINGTON
SCHUYLKILL COUNTY, PENNSYLVANIA
ORDINANCE NO. 2021-01**

AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, SCHUYLKILL COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN AGREEMENT WITH NORTH MANHEIM TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA, TO ALLOW SHARING OF EQUIPMENT AND PERSONNEL FOR ROAD CONSTRUCTION AND REPAIR WORK IN BOTH MUNICIPALITIES; PROVIDING FOR CERTAIN REPEALERS AND VALIDITY; AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Washington Township desires to enter into an agreement with North Manheim Township, to allow for the sharing of equipment and personnel for road construction and repair on an as-needed basis; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act authorizes Pennsylvania municipalities to enter into such agreements by enacting an ordinance to approve a written document setting forth the terms of such an agreement.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Washington Township, Schuylkill County, Pennsylvania, and it is hereby enacted and ordained as follows:

1. This Ordinance is adopted pursuant to authority granted in the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996, 53 Pa. C.S.A. §2301 et seq., as amended.

2. Washington Township and North Manheim Township, Schuylkill County, Pennsylvania, hereby agree to enter into an agreement to allow the Townships to share equipment and personnel for road construction and repair work in both municipalities.

3. Pursuant to and in accordance with the above-referenced authority, Washington Township is hereby authorized and directed to enter into the Intermunicipal Agreement with North Manheim Township for the purposes contained therein, substantially in the form of Exhibit "A", attached hereto and incorporated herein by reference.

4. The only parties to the Agreement shall be Washington Township and North Manheim Township. Each municipality shall adopt and retain in effect an Ordinance authorizing the entering into the Intermunicipal Agreement, and shall comply with all requirements of said Ordinances, the Intermunicipal Agreement and other properly documented policies, including financial requirements.

5. As required by the Act, the following matters are specifically found and determined:

(a) The conditions of the agreement are set forth in the Intermunicipal Agreement between Washington Township and North Manheim Township;

(b) The Agreement shall continue in effect until termination by either or both Townships;

(c) The purposes and objectives of the agreement are set forth hereinabove and the Intermunicipal Agreement and actions contemplated thereby and purposes and objectives contained therein are otherwise legal as part of an arrangement between Washington Township and North Manheim Township, thereby achieving economic and other advantages of intergovernmental cooperation;

(d) The organization and administration of the Intermunicipal Agreement shall be undertaken in accordance with the terms of the Agreement.

6. All Ordinances, or parts of Ordinances, insofar as they are inconsistent herewith, shall be and the same are hereby repealed.


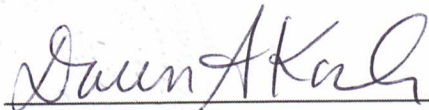
7. If any section or part of a section of this Ordinance shall be declared invalid, such invalidity shall not affect the remaining parts or sections of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been enacted as if such invalid section, or portion thereof, had not been included therein.

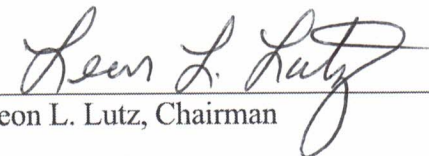
8. This Ordinance shall take effect on 1st day of April 2021.

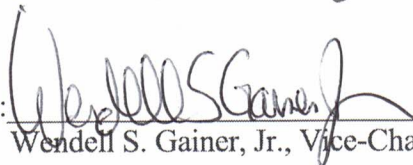
ENACTED AND ORDAINED this **15th** day of **March** 2021, by the Board of Supervisors of Washington Township, in lawful session duly assembled.

ATTEST:

WASHINGTON TOWNSHIP

 
Dawn A. Koch, Secretary

By: 
Leon L. Lutz, Chairman

By: 
Wendell S. Gainer, Jr., Vice-Chairman

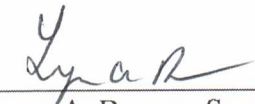
By: 
Lynn A. Brown., Supervisor

EXHIBIT "A"

INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN
NORTH MANHEIM TOWNSHIP AND WASHINGTON TOWNSHIP
REGARDING COOPERATIVE SHARING OF
ROAD MAINTENANCE EQUIPMENT AND MANPOWER

(See Attached)

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN
NORTH MANHEIM TOWNSHIP
AND
WASHINGTON TOWNSHIP
REGARDING COOPERATIVE SHARING OF
ROAD MAINTENCE EQUIPMENT AND MANPOWER**

THIS AGREEMENT, made this 25th day of January, 2021,

- BY AND BETWEEN -

NORTH MANHEIM TOWNSHIP, a Pennsylvania Municipal Cooperation, specifically a Township of the Second Class, having an address of 303 Manheim Road, North Manheim Township, Schuylkill County, Pennsylvania (hereinafter referred to as "**NORTH MANHEIM TOWNSHIP**")

- AND -

WASHINGTON TOWNSHIP, a Pennsylvania Municipal Corporation, specifically a Township of the Second Class, having an address of 225 Frantz Road Pine Grove, Schuylkill County, Pennsylvania (hereinafter referred to as "**WASHINGTON TOWNSHIP**").

WHEREAS, the Townships recognize the benefits of sharing municipal resources and services, including roadway maintenance and repair equipment; and

WHEREAS, the Townships desire to engage in the cooperative sharing of municipal employee manpower and equipment relative to the construction, repair and maintenance of infrastructures of North Manheim and Washington; and

WHEREAS, Act 177 of 1996, 53 Pa. C.S.A. §2301, et seq., also known as the Intergovernmental Cooperation Act, permits municipalities to enter into agreements to cooperate in the performance of their relative functions, powers and responsibilities; and

WHEREAS, the Townships shall each adopt the appropriate ordinance affirming this Agreement pursuant to 53 Pa. C.S.A. §2305.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Authority.** The Road Supervisor of the providing municipality shall hereby be authorized to assist the requesting municipality in providing services, including but not limited to, Township manpower and Township equipment in joint effort with the requesting municipality for the purpose of construction, repairs and maintenance to the requesting Townships' infrastructures.

2. **Approval.** The respective municipalities may cooperate and join efforts on an "as needed" basis as determined by the Road Supervisor and with the knowledge and prior approval of the respective Board of Supervisors.

3. **Compensation.** The intent of this agreement is to provide assistance without charge to the requesting municipality during the normal conduct of Township business. Although, if the requesting municipality borrows the other municipality's equipment and/or manpower for an extended period, the providing municipality shall have a right to charge a reasonable fee for the use of the providing municipality's equipment or manpower.

4. **Expenses.** While there may or may not be a charge for services rendered to the requesting municipality per this Agreement, remuneration shall be due to the providing municipality for unusual or burdensome costs incurred in the performance of mutual aid. In addition, if the requesting municipality borrows the other municipality's equipment, the requesting municipality shall be solely responsible for any and all expenses related to the use of the equipment, damages and/or repairs which are a direct or indirect result of the requesting municipality's use of the equipment. It is recommended that each respective municipality shall have Rented/Leased/Borrowed Equipment coverage in the amount of the highest total value of all equipment that each respective municipality would have under their care, custody and control at any one time.

5. **Liability.**

(A) Each municipality hereby represents that its licensed motor vehicles for road use are insured in accordance with requirements set forth by the Commonwealth of Pennsylvania and that it will not seek indemnity or contribution from the other municipality for damage.

(B) Each municipality represents that it will provide workers' compensation insurance coverage for its workers who may render services pursuant to this Agreement and will not seek indemnity or contribution from the other municipality. The respective municipalities shall be responsible for all workers' compensation claims made by the respective municipalities' own employees regardless of whether the employee was assisting the other township when injured. The Waiver of Our Rights To Recover From Others Endorsement shall be in place on each respective municipality's Workers Compensation policy, naming the cooperative municipality accordingly during the term of this Agreement.

(C) Each Municipality shall remain responsible for its own roadways, and property and all liability exposures for any action or causes of action resulting therefrom, and to the fullest extent permitted by law on a Primary Non-Contributory basis, shall defend, indemnify and hold harmless the cooperative municipality, its officers, directors, employees, engineer, affiliates, subsidiaries, agents, consultants and employees of any of them, which may emanate and/or be related to any services performed under this Agreement. The obligation shall continue beyond the date of completion of any work or cancellation of this agreement.

(D) Either municipality shall notify the other municipality, in writing, within ten (10) days of its knowledge of any damage to the other municipality's equipment, repair or maintenance needs of the equipment, injury to a person, or damage to any property which resulted from the municipality's possession and/or operation of the other municipality's equipment.

6. **Term.** The term of this Agreement shall be for a period of one (1) year effective as of the date of execution. This Agreement shall be automatically renewed for an additional term of one (1) year at the conclusion of the initial term and for each renewal term thereafter.

7. **Termination.** Either municipality may, on ten (10) days written notice given to the other party, terminate this Agreement in its entirety.

8. **Amendment.** This Agreement may be amended only by a written instrument signed by all participating municipalities.

9. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall be in the court of Common Pleas in Schuylkill County.

10. **Severability.** The provisions of this Agreement are severable and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each participating municipality that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

NORTH MANHEIM TOWNSHIP

Barbara G. Miller
BARBARA G. MILLER, Secretary

By: *Wayne Bowen*
WAYNE BOWEN, Chairman

By: *William Webber*
WILLIAM WEBBER, Supervisor

By: *William Searle III*
WILLIAM SEARLE, III, Supervisor

ATTEST:

WASHINGTON TOWNSHIP

Dawn A. Koch
DAWN A. KOCH, Secretary

By: *Leon L. Lutz*
LEON L. LUTZ, Chairman

By: *Lynn A. Brown*
LYNN A. BROWN, Supervisor

By: *Wendell S. Gainer, Jr.*
WENDELL S. GAINER, JR., Supervisor