

TOWNSHIP OF JACKSON

ORDINANCE # 154

AN ORDINANCE OF THE TOWNSHIP OF JACKSON, CAMBRIA COUNTY, PENNSYLVANIA, PROVIDING FOR ENTERING INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH CAMBRIA TOWNSHIP AND EBENSBURG BOROUGH, BOTH LOCATED WITHIN CAMBRIA COUNTY, PENNSYLVANIA, FOR THE PURPOSE OF ACQUIRING AN ASPHALT HAULER AND A ROAD REPAIR KETTLE FOR THOSE PARTICIPATING MUNICIPALITIES.

WHEREAS, the Borough of Ebensburg, the Township of Cambria and the Township of Jackson, located within Cambria County, Pennsylvania, desire to enter into an Intergovernmental Cooperation Agreement to provide for the joint purchase of street maintenance equipment, specifically an asphalt hauler and road repair kettle; and

WHEREAS, said municipalities, for the purpose of carrying the provisions of the Intergovernmental Cooperation Act into effect, deem it appropriate to enter into such Agreement;

NOW THEREFORE, be it Ordained and Enacted by the Board of Supervisors of the Township Of Jackson, Cambria County, Pennsylvania, and it is hereby Ordained and Enacted by the authority of and pursuant to the provisions of the Act of December 19, 1999, P.L. 1158, No. 177, 53 Pa. C.S.A., Section 2301, et. seq., also known as the Intergovernmental Cooperation Act (Act 77), as follows:

SECTION 1

1. The Township Of Jackson hereby resolves to enter into an Intergovernmental Cooperation Agreement with the Township of Cambria and the Borough of Ebensburg for the purpose of jointly purchasing said street maintenance equipment.

2. The Township Of Jackson hereby approves entering into the Agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Ordinance was enacted), with the intent and effect that the Township Of Jackson shall be bound by the Agreement.

3. The Chairman of Board of Supervisors and the Secretary are hereby authorized and directed on behalf of the Township Of Jackson, (i) to execute and deliver the Agreement, and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including payment of such amounts as are due by the Township Of Jackson pursuant to the Agreement.

SECTION 2

If any sentence, clause, section, or part of this ordinance 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, sections or parts of this ordinance. It is hereby declared as the intent of the Township Of Jackson that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 3

This ordinance shall become effective immediately following adoption of similar ordinances by both Ebensburg Borough and Cambria Township.

ENACTED AND ORDAINED this 13th day of December 2007.

JACKSON TOWNSHIP SUPERVISORS

ATTEST:

Bruce Baker, Chairman

David Hirko, Secretary

**INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN
CAMBRIA TOWNSHIP, JACKSON TOWNSHIP AND EBENSBURG BOROUGH
FOR THE PURCHASE AND SHARING OF STREET MAINTENANCE EQUIPMENT**

THIS AGREEMENT, made this _____ day of December 2007, by and between:

CAMBRIA TOWNSHIP, a Pennsylvania municipal corporation having its principal office at P. O. Box 248, 184 Municipal Road, Revloc, Pa 15948, Cambria County, Pennsylvania,

AND

JACKSON TOWNSHIP, a Pennsylvania municipal corporation having its principal office at 513 Pike Road, Johnstown, Pa 15909, Cambria County, Pennsylvania,

AND

EBENSBURG BOROUGH, a Pennsylvania municipal corporation having its principal office at 300 West High Street, Ebensburg, Pa 15931, Cambria County, Pennsylvania.

WITNESSETH

WHEREAS, the parties recognize the benefits of sharing municipal resources and services; and

WHEREAS, the parties are desirous to engage in the cooperative purchase and sharing of street maintenance equipment, specifically an asphalt hauler and a road repair kettle, for the maintenance of properties, streets and rights-of-way of the Townships and the Borough; and

WHEREAS, the Act of December 19, 1999, P.L. 1158, No. 177, 53 Pa. C.S.A., Section 2301, et. seq., also known as the Intergovernmental Cooperation Act (Act 77), permits municipalities to enter into agreements to cooperate in the performance of their respective functions, powers and responsibilities; and

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:

SECTION 1 - PURCHASE

The parties shall cooperatively apply for a Shared Municipal Services Program Grant and purchase the street maintenance equipment for a sum of approximately Forty Nine Thousand (\$49,000.00) Dollars, a portion of which shall be funded by the Shared Municipal Services Grant. The remaining cost of the purchase shall be divided equally between the parties.

SECTION 2 – OWNERSHIP AND POSSESSION

Jackson Township shall become and remain the sole owner of the asphalt hauler and the road repair kettle and maintain actual possession and storage of the equipment within the Township's municipal garage.

SECTION 3 – COOPERATIVE SHARING

Each of the parties shall have free access to and use of the equipment on an as needed basis. A use schedule, if necessary, shall be formulated and agreed upon by the parties.

SECTION 4 –CHARGES AND EXPENSES

a) The parties agree to divide the actual ongoing cost of maintaining the equipment, based upon proportional use. Jackson Township agrees to incur and pay for all necessary recurring costs including but not limited to insurance; maintenance including tires, parts and other costs; fuel, etc. Jackson Township will from time to time invoice Cambria Township and Ebensburg Borough their proportional share of said expenses, based upon actual operating hours.

b) Each of the parties agree to be solely responsible for uninsured losses, including any insurance deductibles, incurred and/or inflicted while the equipment is entrusted to them and being utilized by them.

SECTION 5 – LIABILITY

a) Each party shall indemnify and hold harmless the other party as a result of any action accruing during an individual party's use of the equipment and for any actions that may be brought against the other party for injuries or damage occasioned while an individual party is utilizing the equipment.

b) The party utilizing the equipment shall be responsible for all workers compensation claims made by the party's own employees as a result of operating the equipment.

SECTION 6 – TERM

a) The terms of this Agreement shall be for a period of ten (10) years. This Agreement shall be automatically renewed on a year-to-year basis at the conclusion of the initial term, unless, at least ninety (90) days prior to a renewal, the party which does not desire to renew the Agreement gives written notice of such refusal to renew to the other parties in writing.

b) Unless mutually agreed to otherwise by the parties, no party shall be entitled to reimbursement of any portion of the purchase price of the equipment from the other parties except from 1) the purchase price if the equipment is sold or otherwise disposed of for financial consideration, or; 2) an insurance settlement if the equipment is totally destroyed, . Reimbursement shall be limited to one-third of the amount actually received as financial consideration for the equipment.

SECTION 7 – AMENDMENT

This Agreement may be amended only by written instrument signed by all parties.

SECTION 8 – INTERPRETATION

This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION 9 – 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 party 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.

TOWNSHIP OF CAMBRIA

Robert J. Shook, Chairman

Attest:

David Hoover, Supervisor

Norma Cicero, Secretary

Peter Berkoski, Supervisor

TOWNSHIP OF JACKSON

Bruce A. Baker, Chairman

Attest:

David J. Bracken, Supervisor

David M. Hirko, Secretary

Guy W. Ellenberger, Supervisor

BOROUGH OF EBENSBURG

Deborah A. Nesbella, President

Attest:

Daniel L. Penatzer, Secretary