

TILDEN TOWNSHIP  
BERKS COUNTY, PENNSYLVANIA

ORDINANCE NO. 235-2019

AN ORDINANCE AUTHORIZING TILDEN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE BOROUGH OF HAMBURG, BERKS COUNTY, PENNSYLVANIA TO ALLOW CERTIFIED EMPLOYEES OF THE BOROUGH OF HAMBURG TO PROVIDE EMERGENCY WASTEWATER TREATMENT PLANT OPERATOR COVERAGE TO TILDEN TOWNSHIP AS NEEDED

BE IT ENACTED AND ORDAINED, by the Board of Supervisors of Tilden Township, Berks County, Pennsylvania ("Township"), and it is hereby ENACTED AND ORDAINED by the authority of the same as follows:

SECTION 1. This Ordinance is adopted pursuant to authority granted in the Pennsylvania Inter-Governmental Cooperation Act, Act 177 of 1996, 53 Pa. C.S.A. § 2301 *et. seq.* as amended, or as may be amended from time to time.

SECTION 2. The Township and the Borough of Hamburg, Berks County, Pennsylvania ("Borough"), hereby agree to enter into an agreement to allow certified Borough wastewater treatment plant employees to provide emergency wastewater treatment plant operator coverage to the Township on an as-needed basis.

SECTION 3. Pursuant to and in accordance with the above-referenced authority, the Township is hereby authorized and directed to enter into the Intergovernmental Agreement with the Borough for the purposes contained therein, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

SECTION 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 Intergovernmental Agreement between the Township and the Borough;
- (b) The Agreement shall continue in effect until termination in the manner set forth in the Intergovernmental Agreement;
- (c) The purposes and objectives of the agreement are set forth hereinabove and

the Intergovernmental Agreement and actions contemplated thereby and purposes and objectives contained therein are otherwise legal as part of an arrangement between the Township and the Borough, thereby achieving economic and other advantages of intergovernmental cooperation;

(d) All property, real or personal, shall be acquired, managed, or disposed of by the Township and the Borough in accordance with the terms of the Intergovernmental Agreement;

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

SECTION 6. The provisions of this Ordinance 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 the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Township that such Ordinance would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION 7. The Ordinances of Tilden Township, Berks County, Pennsylvania, shall be and remain unchanged and in full force and effect except as amended, supplemented or modified by this Ordinance. This Ordinance shall become a part of the Ordinances of Tilden Township, Berks County, Pennsylvania, upon adoption.

SECTION 8. All ordinances or parts of ordinances of Tilden Township which are inconsistent herewith are hereby repealed.

SECTION 9. This Ordinance shall become effective five (5) days after adoption.

DULY ENACTED AND ORDAINED this 12th day of June, 2019.

TILDEN TOWNSHIP,  
BERKS COUNTY, PENNSYLVANIA

By: Gene D. Schappell  
Gene Schappell, Chairman

By: Fred Herman  
Fred Herman, Vice Chairman

By: Richard DeLong  
Richard DeLong, Supervisor

Attest: Monica Flower  
Monica Flower, Secretary

[SEAL]

MUNICIPAL CERTIFICATION

I, MONICA FLOWER, Secretary of the TOWNSHIP OF TILDEN, BERKS COUNTY, PENNSYLVANIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. ~~235-2019~~ adopted at a regular meeting of the Board of Supervisors of the Township of Tilden, Berks County, Pennsylvania held on the 12<sup>th</sup> day of June, 2019.

[SEAL]

  
Monica Flower, Secretary  
Township of Tilden,  
Berks County, Pennsylvania

## EXHIBIT A

INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND  
BETWEEN TILDEN TOWNSHIP AND THE BOROUGH OF HAMBURG  
REGARDING PROVISION OF EMERGENCY WASTEWATER TREATMENT PLANT  
OPERATOR SERVICES FOR TILDEN TOWNSHIP BY EMPLOYEES OF THE  
BOROUGH OF HAMBURG

THIS AGREEMENT, made this 12<sup>th</sup> day of June, 2019, by and between TILDEN TOWNSHIP, a Pennsylvania municipal corporation, specifically a township of the second class, having an address of 874 Hex Highway, Hamburg, Berks County, Pennsylvania 19526 (hereinafter referred to as "Township")

and

BOROUGH OF HAMBURG, a Pennsylvania municipal corporation, specifically a borough, having an address of 61 North Third Street, Hamburg, Berks County, Pennsylvania 19526 (hereinafter referred to as "Borough").

WHEREAS, the Township and the Borough each recognize the benefits of sharing municipal resources and services, including with respect to wastewater treatment plant operations and services;

WHEREAS, the Township and the Borough are desirous to engage in the cooperative sharing of the Borough's municipal employee manpower with the Township in order to ensure continuous and safe waste water treatment plant operations;

WHEREAS, the Act of 177 of 1996, 53 Pa.C.S.A. Section 2301, 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 Township and the Borough shall each adopt the appropriate ordinance affirming this Agreement pursuant to 53 Pa.C.S.A. Section 2305.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and inconsideration of the mutual promises and obligations set forth herein, and INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. Authority. The Township, through a member of its Board of Supervisors or their designee, shall be authorized to call for and receive the services of certified Borough waste water treatment plant employee(s) on an as-needed and emergency basis, for purposes of operations of the Township's waste water treatment system, in the

absence of the Township waste water treatment plant operator. While performing the requested services hereunder, the Township acknowledges and agrees that the Borough's employee(s) shall be under the exclusive supervision and control of the Borough.

2. Compensation. The Borough shall charge the Township for the services of its waste water treatment plant employee(s) at the same rate as would be charged for similar work in the Borough. In the event that any Borough equipment or materials are used for the benefit of the Township, the Township will be billed at the Borough's cost.

3. Liability.

(A) Borough shall be responsible for maintaining insurance covering its equipment while being utilized pursuant to this Agreement. Borough hereby represents that its vehicles and equipment are insured in accordance with requirements set forth by the Commonwealth of Pennsylvania and that it will not seek indemnity or contribution from Township for damage or loss to the Borough's equipment.

(B) Borough also agrees that it will provide workers' compensation insurance coverage for its waste water treatment plant employee(s) who may render services pursuant to this Agreement and will not seek indemnity or contribution from Township. Borough shall be responsible for all workers' compensation claims made by said employee(s) regardless of whether the employee was assisting the Township when injured.

(C) Each municipality shall remain liable as to its own property (including, but not limited to, the applicable portions of the waste water treatment system) for any action or causes of action which may emanate and/or be related to any services performed under 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.

4. 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 unless, at least ninety (90) days prior to a renewal, the municipality which does not desire to renew this Agreement, gives written notice of such refusal to renew to the other municipality in writing.

5. Amendment. This Agreement may be amended only by written instrument signed by all participating municipalities.


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

7. 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.

8. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Township within its respective boundaries shall extend to the Borough's provision of services, etc. hereunder within the Township's boundaries.

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

TILDEN TOWNSHIP

  
Gene Schappell, Chairman

  
Fred Herman, Vice Chairman


  
Richard DeLong, Supervisor

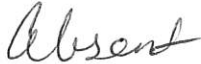
Attest:  
 (SEAL)  
Monica Flower, Secretary

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BOROUGH OF HAMBURG

  
Joshua Shaffer, President

  
Jeanette Heckman, Vice President

  
Absent

Andrew Shirk

  
Angela Aloisio

  
Steven Levan

  
Jerry Rotell

  
Lorelee LaVentura

Attest:

  
Marisa Lenceski, Secretary (SEAL)