

**BOROUGH OF ORWIGSBURG  
SCHUYLKILL COUNTY, PENNSYLVANIA  
ORDINANCE NO. 450**

**AN ORDINANCE OF THE BOROUGH OF ORWIGSBURG,  
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 Borough Council of Orwigsburg Borough 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 Inter-Governmental 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 Borough Council of Orwigsburg Borough, Schuylkill County, Pennsylvania, and it is hereby enacted and ordained as follows:

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.
2. Orwigsburg Borough hereby agrees to enter into an agreement with North Manheim Township, Schuylkill County, Pennsylvania ("North Manheim Township"), to allow the said municipalities 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, Orwigsburg Borough is hereby authorized and directed to enter into the Intergovernmental Cooperation 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 Orwigsburg Borough and North Manheim Township. Each municipality shall adopt and retain in effect an Ordinance authorizing the entering into the Intergovernmental Cooperation Agreement, and shall comply with all requirements of said Ordinances, the Intergovernmental Cooperation 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 Intergovernmental Cooperation Agreement between Orwigsburg Borough and North Manheim Township;

(b) The Agreement shall continue in effect until termination by a subsequent Ordinance of either or both municipalities;

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

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

(e) The organization and administration of the Intergovernmental Cooperation 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 five (5) days from the date of adoption.

ENACTED and ORDAINED into an ordinance this 10<sup>th</sup> day of November, 2021, by the Council of the Borough of Orwigsburg, Schuylkill County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF ORWIGSBURG  
Schuylkill County, Pennsylvania

ATTEST:

  
\_\_\_\_\_  
Sherry Edwards, Borough Secretary

By:   
\_\_\_\_\_  
Richard Bubeck, President of Council

EXAMINED and APPROVED this 10<sup>th</sup> day of November, 2021.

  
\_\_\_\_\_  
Barry J. Berger, Mayor, Borough of Orwigsburg

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

**THIS AGREEMENT**, made this 2<sup>ND</sup> day of DECEMBER, 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 "**TOWNSHIP**")

**- AND -**

**ORWIGSBURG BOROUGH**, a Pennsylvania Municipal Corporation, specifically a Borough, having an address of 209 North Warren Street, Orwigsburg, Schuylkill County, Pennsylvania (hereinafter referred to as "**BOROUGH**").

**WHEREAS**, the Township and the Borough are sometimes referred to herein individually as a "municipality" and collectively as the "municipalities"; and

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

**WHEREAS**, the municipalities desire to engage in the cooperative sharing of municipal employee manpower and equipment relative to the construction, repair and maintenance of infrastructures of municipalities; 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 municipalities 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 Township and the Borough Manager of the Borough shall hereby be authorized to assist the requesting municipality in providing services, including but not limited to, Township and Borough manpower and Township and Borough equipment in joint effort with the requesting municipality for the purpose of construction, repairs and maintenance to the respective municipalities' infrastructures.

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

3. **Compensation.** The intent of this agreement is to provide assistance without charge to the requesting municipality during the normal conduct of Township and Borough 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 providing 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 damages.

(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. This 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 thirty (30) 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 parties hereto.

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.

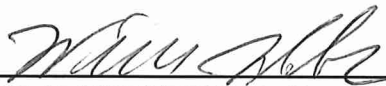
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**ATTEST:**

**NORTH MANHEIM TOWNSHIP**

  
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**BARBARA G. MILLER, Secretary**

By:   
\_\_\_\_\_  
**WAYNE BOWEN, Chairman**

By:   
\_\_\_\_\_  
**WILLIAM WEBBER, Supervisor**

By:   
\_\_\_\_\_  
**WILLIAM SEARLE, III, Supervisor**

**ATTEST:**

**ORWIGSBURG BOROUGH**

  
\_\_\_\_\_  
**SHERRY EDWARDS, Secretary**

By:   
\_\_\_\_\_  
**RICHARD BUBECK, President, Borough Council**