

TOWNSHIP OF TILDEN  
ORDINANCE NO. 168-2006

AN ORDINANCE OF THE TOWNSHIP OF TILDEN, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO A INTERGOVERNMENTAL AGREEMENT WITH UPPER BERN TOWNSHIP FOR THE COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT AND MANPOWER DURING EMERGENCY SITUATIONS.

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

SECTION 1. Grant of Power. This Ordinance is adopted pursuant to authority granted in the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996, 53 Pa.C.S.A., Section 2301, et seq., and the Second Class Township Code, 53 P.S. Section 65101, et seq., as amended, or as it may be amended from time to time.

SECTION 2. Tilden Township and Upper Bern Township agree to enter into an agreement for the cooperative sharing of road maintenance equipment and manpower during emergency situations, relative to the maintenance and repair of Tilden Township and Upper Bern Township infrastructures, most notably, but not limited to, roadway snowplowing. The terms of such agreement for the sharing of equipment and manpower is detailed in the Intergovernmental Cooperation Agreement attached to this Ordinance and incorporated herein.

SECTION 3. Pursuant to and in accordance with the above-reference authority, the Board of Supervisors is hereby authorized and directed to enter into the Intergovernmental Cooperation Agreement.

SECTION 4. The only parties to the Agreement shall be Tilden Township and Upper Bern Township. Each municipality shall adopt and retain in effect an Ordinance authorizing the entering into the Agreement for the cooperative sharing of road maintenance equipment and manpower during emergency situations, and shall comply with all requirements of said Ordinances, the Agreement and other properly documented policies, including all financial requirements.

SECTION 5. As required under the Pennsylvania Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- a. The conditions of the Agreement are as set forth in the Agreement;
- b. The Agreement shall continue in effect until termination by a subsequent Ordinance of the Board of Supervisors of the Township or of Upper Bern Township;
- c. The purpose and objectives of the Agreement are as set forth in the Background of this Ordinance and in the Agreement;
- d. The manner and extent of financing the Agreement shall be as follows: (i) no borrowing will be required by the Township to fund its obligations under the Agreement; (ii) funds to implement the Township's obligations under the Agreement shall come from usual budgeted amounts for such matters; and (iii) other provisions governing the manner and extent of financing joint projects and purchases shall be as set forth in the Agreement;
- e. All personal property shall be acquired, managed and disposed of in accordance with the terms of the Agreement;
- f. The organization and administration of the Agreement shall be undertaken in accordance with the terms of the Agreement.

SECTION 6. Any Ordinance or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.

SECTION 7. If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance is for any reason declared to be illegal, unconstitutional or invalid, by any court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word or remaining portion of the within Ordinance. The Board of Supervisors of the Township of Tilden, Pennsylvania, hereby declare that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or any word thereof irrespective of the limitations, restrictions, sentences, clauses, phrases or words that may be declared illegal, unconstitutional or invalid.

SECTION 8. This Ordinance shall be come effective at the earliest date permitted by law.

DULY ORDAINED AND ENACTED as an Ordinance by the Township of Tilden, Berks County, Pennsylvania, this 6<sup>th</sup> day of June, 2006.

TOWNSHIP OF TILDEN  
BOARD OF SUPERVISORS

Troy R. Hatt

Troy R. Hatt

Russell H. Werley

Russell H. Werley

Judy E. Romig

Judy E. Romig

Attest: Cheryl A. Haus  
Secretary

MUNICIPAL CERTIFICATION

I, CHERYL A. HAUS, Secretary of the TOWNSHIP OF TILDEN, BERKS COUNTY, PENNSYLVANIA, do hereby certify that the foregoing Ordinance 168-2006 was advertised in the Reading Eagle/Times, a daily newspaper of general circulation in ~~Centre~~ <sup>Tilden</sup> Township, on 5-26-2006, and was duly enacted and approved as set forth at a Regular Meeting of the Board of Supervisors held on June 10, 2006.

(SEAL)

Cheryl A. Haus  
Secretary

Date: June 10, 2006

Resolution # 07-2006

INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN  
TILDEN TOWNSHIP AND UPPER BERN TOWNSHIP

RE: COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT  
AND MANPOWER DURING EMERGENCY SITUATIONS

UBT 5th July

THIS AGREEMENT, made this 10th day of June, 2006, by and between  
TILDEN TOWNSHIP, a municipal corporation, having its principal office at 772 Hex Highway,  
Hamburg, Berks County, Pennsylvania 19525 (hereinafter referred to as "Tilden")

and

UPPER BERN TOWNSHIP, a municipal corporation, having its principal office at 25 North 5<sup>th</sup>  
Street, Shartlesville, Berks County, Pennsylvania 19554 (hereinafter referred to as "Upper  
Bern").

WHEREAS, Tilden and Upper Bern are second class township municipalities, both  
located within Berks County, Pennsylvania; and

WHEREAS, Tilden and Upper Bern recognize the benefits of sharing municipal  
resources and services; and

WHEREAS, Tilden and Upper Bern are desirous to engage in the cooperative sharing of  
municipal employee manpower and equipment, during emergency situations, relative to the  
maintenance and repair of Tilden and Upper Bern infrastructures, most notably but not limited to  
roadway snowplowing; and

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 Townships 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. During emergency situations, such as but not limited to severe weather  
events, natural disasters, equipment failures, traffic emergencies or a shortage of a township's  
employees, the road supervisor of the respective municipalities shall hereby be authorized to  
request and/or assist the companion municipality in providing services, including, but not limited  
to, township manpower and equipment in a joint effort with the companion municipality for the  
purpose of repairs and maintenance to the respective townships' infrastructures.



2. Compensation. The cooperative municipal service and assistance shall be rendered without charge to the reciprocal municipality during the normal conduct of township business.

3. Expenses. While there shall be no charge for services rendered to the requesting municipality per this Agreement, however, remuneration shall be due to the assisting municipality for unusual or burdensome costs incurred in the performance of mutual aid. Judgment for payment of such costs shall be the mutual responsibility of the respective Board of Supervisors.

4. Liability.

(A) Each municipality shall be responsible for covering its equipment while being utilized pursuant to this Agreement. Each municipality hereby represent that its vehicles 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 or loss to the municipality's equipment.

(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.

(C) Each municipality shall remain liable as to its own roadway and property for any action or causes of action which may emanate and/or be related to any services performed under this Agreement.

5. Term. The term of this Agreement shall be for a period of one (1) year effective the date of signatures. 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.

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

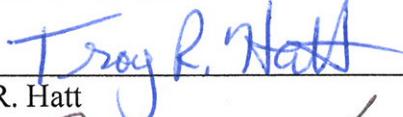
7. Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

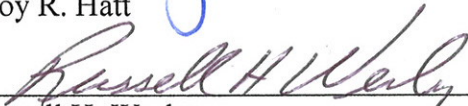
8. Severability. The provisions of this Agreement are severable and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, 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

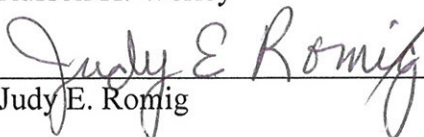
Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

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

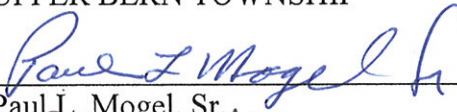
TILDEN TOWNSHIP

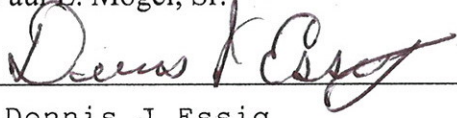
  
\_\_\_\_\_  
Troy R. Hatt

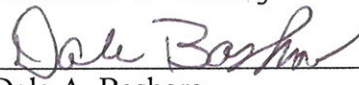
  
\_\_\_\_\_  
Russell H. Werley

  
\_\_\_\_\_  
Judy E. Romig

UPPER BERN TOWNSHIP

  
\_\_\_\_\_  
Paul L. Mogel, Sr.

  
\_\_\_\_\_  
Dennis J. Essig

  
\_\_\_\_\_  
Dale A. Bashore

CDL 9353-00 5/18/06 #9D6605

Resolution # 07-2006

COPY

INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN  
TILDEN TOWNSHIP AND UPPER BERN TOWNSHIPRE: COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT  
AND MANPOWER DURING EMERGENCY SITUATIONS

UBT SH July  
THIS AGREEMENT, made this 6th day of June, 2006, by and between  
TILDEN TOWNSHIP, a municipal corporation, having its principal office at 772 Hex Highway,  
Hamburg, Berks County, Pennsylvania 19525 (hereinafter referred to as "Tilden")

and

UPPER BERN TOWNSHIP, a municipal corporation, having its principal office at 25 North 5<sup>th</sup>  
Street, Shartlesville, Berks County, Pennsylvania 19554 (hereinafter referred to as "Upper  
Bern").

WHEREAS, Tilden and Upper Bern are second class township municipalities, both  
located within Berks County, Pennsylvania; and

WHEREAS, Tilden and Upper Bern recognize the benefits of sharing municipal  
resources and services; and

WHEREAS, Tilden and Upper Bern are desirous to engage in the cooperative sharing of  
municipal employee manpower and equipment, during emergency situations, relative to the  
maintenance and repair of Tilden and Upper Bern infrastructures, most notably but not limited to  
roadway snowplowing; and

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 Townships 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 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. During emergency situations, such as but not limited to severe weather  
events, natural disasters, equipment failures, traffic emergencies or a shortage of a township's  
employees, the road supervisor of the respective municipalities shall hereby be authorized to  
request and/or assist the companion municipality in providing services, including, but not limited  
to, township manpower and equipment in a joint effort with the companion municipality for the  
purpose of repairs and maintenance to the respective townships' infrastructures.

CDL 9353-00 5/18/06 #9D6605

2. Compensation. The cooperative municipal service and assistance shall be rendered without charge to the reciprocal municipality during the normal conduct of township business.

3. Expenses. While there shall be no charge for services rendered to the requesting municipality per this Agreement, however, remuneration shall be due to the assisting municipality for unusual or burdensome costs incurred in the performance of mutual aid. Judgment for payment of such costs shall be the mutual responsibility of the respective Board of Supervisors.

4. Liability.

(A) Each municipality shall be responsible for covering its equipment while being utilized pursuant to this Agreement. Each municipality hereby represent that its vehicles 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 or loss to the municipality's equipment.

(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.

(C) Each municipality shall remain liable as to its own roadway and property for any action or causes of action which may emanate and/or be related to any services performed under this Agreement.

5. Term. The term of this Agreement shall be for a period of one (1) year effective the date of signatures. 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.

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

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

8. 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



CDL 9353-00 5/18/06 #9D6605

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.

## TILDEN TOWNSHIP

Troy R. Hatt  
Troy R. Hatt

Russell H. Werley  
Russell H. Werley

Judy E. Romig  
Judy E. Romig

## UPPER BERN TOWNSHIP

Paul L. Mogel, Sr.  
Paul L. Mogel, Sr.

Dennis J. Essig  
Dennis J. Essig

Dale A. Bashore  
Dale A. Bashore