

ORDINANCE NO. 2016-

AN ORDINANCE OF BUCKINGHAM TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH SOLEBURY TOWNSHIP AND AUTHORIZING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS TO EXECUTE SAME FOR THE PURPOSES AS SET FORTH THEREIN WHICH SAID INTERGOVERNMENTAL COOPERATION AGREEMENT RELATES TO THE PURCHASE AND MAINTENANCE OF AN ASPHALT PAVER

BACKGROUND:

WHEREAS, the Board of Supervisors of Buckingham Township, Bucks County, Pennsylvania (the "Township"), have determined that it is in the best interests of the Township and its residents to jointly purchase an asphalt paver with Solebury Township; and

WHEREAS, the Township is desirous of entering into an Intergovernmental Cooperation Agreement (the "Agreement") whereby the Township and Solebury Township will share equally in the cost of purchasing and maintaining an asphalt paver, according to the terms set forth in the Agreement; and

WHEREAS, the Township enters into the Agreement pursuant to Article 9, Section 5 of the Pennsylvania Constitution and the Act commonly known as the "Intergovernmental Cooperation Act," 53 Pa. C.S.A. § 2301, et seq.

NOW, THEREFORE, it is hereby ORDAINED and ENACTED by the Board of Supervisors of Buckingham Township, Bucks County, Pennsylvania as follows:

Section 1. The Agreement attached as Exhibit "A" is hereby incorporated into the terms and conditions of this Ordinance and is hereby approved and the Chairperson of the Board of Supervisors is authorized to execute said Agreement on behalf of the Township.

Section 2. All inconsistent sections of other Ordinances or Resolutions of the Township are hereby repealed to the extent of such inconsistency. All other provisions of the Ordinances of Buckingham Township shall remain in full force and effect.

Section 3. The provisions of this Ordinance are declared to be severable. If any portion of this Ordinance is declared to be invalid or unconstitutional by any court of competent jurisdiction, such determination shall have no effect upon the remaining provisions of the Ordinance, it being the intent of the Board of Supervisors that it would have adopted the Ordinance even if said offending language had not be included.

Section 4. This Ordinance shall be effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____ 2016.

BUCKINGHAM TOWNSHIP
BOARD OF SUPERVISORS

ATTEST:

Jon Forest, Chairman

Dana Cozza,
Township Manager

Maggie Rash

Paul Calderaio

EXHIBIT “A”

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, made and concluded this _____, 2016 by and between the **TOWNSHIP OF SOLEBURY**, a political subdivision of the Commonwealth of Pennsylvania, maintaining its offices at 3092 Sungan Road, PO Box 139, Solebury Township, Pennsylvania 18963 (hereinafter referred to as "Solebury") and the **TOWNSHIP OF BUCKINGHAM**, a political subdivision of the Commonwealth of Pennsylvania, maintaining its offices at 4163 Hughesian Drive, Buckingham, Pennsylvania 18912 (hereinafter referred to as "Buckingham").

WITNESSETH:

WHEREAS, Solebury and Buckingham have each determined that their respective Townships would benefit from the ownership and use of an asphalt paver for the purpose of maintaining and repairing roads within each Township; and

WHEREAS, Solebury and Buckingham have further determined that it would be in the best interest of the Townships and their residents to share in the cost of purchasing and maintaining such equipment; and

WHEREAS, it is the desire of Solebury and Buckingham to cooperate with respect to completing the joint purchase of an asphalt paver, as described herein, and to enter into this Agreement for the common good;

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Ordinance. Solebury and Buckingham, after appropriate notice, agree to adopt an Ordinance to which this Agreement will be attached as Exhibit "A" and incorporated by reference as an official act of the Board of Supervisors of Solebury Township and of the Board of Supervisors of Buckingham Township.

2. Equipment. By executing this Agreement, Solebury and Buckingham have approved the purchase of a 2015 Leeboy Model 8515C Conveyor Paver SER 118834 with 450 hours (the "Equipment").

3. Public Bidding. Buckingham and Solebury have proceeded with the public bidding process as required by 53 Pa. C.S.A. §2308. Both Solebury and Buckingham hereby approve awarding the bid to U.S. Municipal Supply, Inc., P.O. Box 574, Huntingdon, PA 16652 for \$136,500.00.

4. Contract. Solebury and Buckingham shall enter into a contract with U.S. Municipal Supply, Inc., in a form approved by the Solicitors of Solebury and Buckingham.

5. Costs. All costs incurred with respect to the purchase of the equipment shall be borne equally by Solebury and Buckingham. Said costs shall include not only the purchase price but also the cost of the bidding process and all other costs associated with the purchase, provided, however, that each municipality shall be responsible for their own attorney's fees and costs related to work performed by municipal employees. The party incurring the cost shall invoice the other party for its respective share of said costs, which said invoice shall be paid within forty-five (45) days of the rendering of the invoice. If a dispute occurs with respect to an invoice, the party disputing the invoice shall pay the invoice in full but the dispute shall be resolved in accordance with the provisions of this Agreement as set forth below.

6. Equipment Use, Maintenance and Insurance.

(a) Solebury and Buckingham hereby agree that the Equipment shall be available for use by each municipality for an equal amount of time in each calendar year. Solebury and Buckingham will establish and agree upon a schedule of usage prior to the beginning of each year. Each municipality's use of the Equipment may exceed the agreed-upon time only upon further agreement of each municipality.

(b) The Equipment shall be insured by the municipalities against loss and general liability as each of the municipalities' interests may appear. In the event insurance is obtained by a single municipality, the other shall be named as an additional named insured and shall reimburse the insuring municipality one-half of the cost of such insurance.

(c) When not in use, the Equipment shall be stored indoors and properly secured. Unless agreed otherwise, each municipality shall be responsible for providing storage and security from the period beginning after its use of the Equipment until the Equipment is used by the other municipality.

(d) Solebury and Buckingham shall share equally in the cost of ordinary maintenance and repairs to the Equipment, as such is deemed necessary and appropriate by the municipalities' respective Public Works Directors; provided, however, that in the event any repair, the cost of which is less than Two Hundred Fifty Dollars (\$250.00), is required during either municipality 's use of the Equipment, then such cost shall be borne by the municipality using the Equipment at that time. Each municipality shall further be solely responsible for damages to the

Equipment caused by misuse of the Equipment or negligent operation or storage of the equipment by such municipality.

7. Dispute Resolution. In the event a dispute arises between the parties related to the terms and conditions of this Agreement or any payments to be made in furtherance thereof, the parties agree that disputes shall be resolved by arbitration. The arbitration panel shall consist of three (3) persons, one (1) chosen by each of the parties hereto and one (1) chosen by the arbitrators selected by the parties, or absent their agreement to do so within thirty (30) days, then such additional arbitrator shall be appointed by the Court of Common Pleas of Bucks County pursuant to 42 Pa.C.S.A. § 7305. The arbitration shall be conducted in accordance with the Pennsylvania "Uniform Arbitration Act", 42 Pa.C.S.A. § 7301 et seq. The judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The arbitration award shall be in writing and shall specify the factual and legal basis for the award. All costs for the "neutral arbitrator" shall be shared equally by the parties and each party shall bear the costs of their own arbitrator. All costs for attorneys, experts and the like shall be borne by each party. Any and all arbitration under this Agreement shall be conducted in Bucks County, Pennsylvania.

8. Cooperation. Each of the parties agrees to cooperate with the other, which said cooperation shall include executing such other documents as may be necessary in order to effectuate the intent of this Agreement.

9. Authority. This Agreement is in furtherance of the provisions of 53 Pa. C.S.A. § 2301, et seq.

10. Miscellaneous. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective parties, their successors and assigns. The individuals executing this Agreement on the part of the parties hereto herein represent to the other party that the Agreement was properly approved at a public meeting in accordance with applicable law. This Agreement shall remain in full force and effect until thirty (30) days after the sale or other disposition of the Equipment or until the parties otherwise mutually terminate this Agreement in writing. In order for either party to declare the other party in default, said party alleging the default shall give written notice to the other party outlining the nature of the default and the other party shall have thirty (30) days to effectuate a cure of the default.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

SOLEBURY TOWNSHIP
BOARD OF SUPERVISORS

Gretchen Rice, Secretary

By: _____
Helen Tai, Chairperson

BUCKINGHAM TOWNSHIP
BOARD OF SUPERVISORS

ATTEST:

Jon Forest, Chairman

Dana Cozza,
Township Manager

Maggie Rash

Paul Calderaio