

**CATHARINE TOWNSHIP, BLAIR COUNTY, PENNSYLVANIA
ORDINANCE NO. 66**

An Ordinance approving intergovernmental cooperation between Huston Township, Blair County, Pennsylvania; Woodbury Township, Blair County, Pennsylvania; Catharine Township, Blair County, Pennsylvania; and Williamsburg Borough, Blair County, Pennsylvania.

The Supervisors of Catharine Township, Blair County, Pennsylvania, in accordance with the powers granted unto them by the Second Class Township Code, 53 P.S. Section 65101 et seq and the amendments thereto and also in accordance with the provisions of 53 Pa. C.S.A. Sections 2303 and 2304 and the amendments thereto, do hereby enact and ordain and it is hereby enacted and ordained as follows:

I.

Huston Township, Blair County, Pennsylvania; Woodbury Township, Blair County, Pennsylvania; Catharine Township, Blair County, Pennsylvania; and Williamsburg Borough, Blair County, Pennsylvania, desire to jointly cooperate in the exercise and performance of some of their respective governmental functions, powers, and responsibilities.

II.

Catharine Township hereby approves the Agreement among Woodbury Township, Huston Township, Catharine Township and Williamsburg Borough in the following form, contingent upon approval of said agreement in the same form by Woodbury Township, Huston Township, and Williamsburg Borough:

AGREEMENT

This Agreement made and entered into this 13 day of NOVEMBER, 2012, by and between Huston Township, Blair County, Pennsylvania, a Township of the Second Class, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with offices located at 1538 Sportsman Road, Martinsburg, Pennsylvania 16662,

AND

Woodbury Township, Blair County, Pennsylvania, a Township of the Second Class, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with offices located at 6385 Clover Creek Road, Williamsburg, Pennsylvania 16693,

AND

Catharine Township, Blair County, Pennsylvania, a Township of the Second Class, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with offices located at 1229 Recreation Drive, Williamsburg, Pennsylvania 16693,

AND

Williamsburg Borough, Blair County, Pennsylvania, a borough organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with offices located at 305 East Second Street, Williamsburg, Pennsylvania 16693.

1.

Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough desire to jointly cooperate in the exercise and performance of some of their respective governmental functions, powers and responsibilities as more fully set forth in this Agreement.

2.

Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough are authorized to jointly cooperate by 53 Pa. C.S.A. 2301 et seq and in particular 53 Pa. C.S.A. 2303 and 53 Pa. C.S.A. 2304.

3.

Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough may jointly cooperate in the following functions, powers, or responsibilities:

- A. the use of tools and equipment owned by or leased by one municipality (which is a party to this agreement) in another municipality (which is also a party to this agreement);
- B. the use of employees of one municipality (which is a party to this agreement), for work in another municipality (which is also a party to this agreement).

4.

All tools and equipment owned by or leased by one municipality shall only be operated by persons employed by that same municipality

and no tool or piece of equipment shall be operated by any person who is not an employee of the municipality that owns or leases the tool or piece of equipment.

5.

Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough shall keep an account of the use of tools, equipment, and employees in matters of joint cooperation.

6.

Tools and equipment shall be charged at the rate established by the FEMA Schedule of Equipment Rates in effect for the period during which the tools and equipment were used or any other schedule of rates which is mutually agreed by and among all the parties to this agreement.

7.

The cost for any employee of one municipality working on a project benefiting another municipality shall be charged at the actual gross rate of pay of said employee.

8.

Each municipality which is a party to this agreement shall designate an official to approve projects to be undertaken jointly by the parties to this agreement. The designated official may approve the project or may refer the approval of any joint project to the official board of the municipality and the official board shall either approve or disapprove said project not later than the next regularly scheduled meeting of the official board; however, the official board may, but is not required to, hold a special meeting at an earlier time for approving or disapproving of said project.

9.

The Secretary of each municipality shall prepare records of the use and cost of tools, equipment, and employees in joint projects. Such records shall be prepared on a monthly basis for each month during which this agreement is in force and effect. Such records shall be prepared and provided to the other municipalities not later than the 15th day of the following month.

10.

Each municipality shall settle the accounts with other municipalities not less than once annually with the settlement to be not later than December 31 of each year. Accounts may be settled more frequently than once annually if so agreed by official boards of all municipalities which are a party to this agreement.

11.

This agreement shall be effective beginning January 1, 2013. This agreement shall continue from year to year thereafter unless terminated as provided in this agreement. Any party to this agreement may withdraw by approval of a Resolution by the official board of the said municipality as set forth in Paragraph 18 of this agreement. The withdrawal from this

agreement by three or more municipalities shall cause this agreement to be terminated.

12.

The purpose and objectives of this agreement are to provide for more efficient and economical completion of the functions, powers, and responsibilities of Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough.

13.

Each employee of any municipality involved in a joint project shall continue to be an employee of his or her regular employing municipality and shall not be or be considered to be an employee of any other municipality. Each employee shall be supervised by and work under the direction, control, and terms and conditions of employment of the regular employing municipality.

14.

There is no need to provide financing for this agreement because the tools, equipment, and materials are or will be owned by Huston Township or Woodbury Township or Catharine Township or Williamsburg Borough. All employees working on a joint project will be paid by their regular employing municipality in the normal manner. The municipalities will then settle the accounts periodically as provided in this agreement.

15.

No organizational structure is necessary to implement this agreement.

16.

No real or personal property shall be acquired, managed, licensed, or disposed of by virtue of this agreement. All real or personal property shall be acquired, managed, licensed, or disposed of by Huston Township individually or Woodbury Township individually or Catharine Township individually or Williamsburg Borough individually.

17.

All employees shall continue to be employees of their regular employing municipality and there shall be no joint employees. Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough shall each individually provide to its employees such insurance, group insurance, and employee benefits as such municipality may determine. Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough shall each individually provide for its employees the Social Security, workers compensation, unemployment compensation, and other required benefits for employees as required by state and federal law.

18.

Huston Township or Woodbury Township or Catharine Township or Williamsburg Borough may withdraw from this agreement at any time, by resolution approved by the official board of said municipality and a written copy of said resolution provided to the other municipalities at least 90 days in advance of the time of withdrawal. The withdrawal of one or two municipalities shall not cause the termination of this agreement. The withdrawal from this agreement by three or more municipalities shall cause this agreement to be terminated.

19.

Any insurance coverage provided for each municipality shall include a waiver of subrogation against the other municipalities.

IN WITNESS WHEREOF and hereby intending to be legally bound, Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough have each executed this agreement after approval at a properly called meeting of the official board of said municipality with a quorum of said official board present and voting; this agreement is executed by the chairperson of said municipality and attested by the Secretary of said municipality and the corporate seal applied by said Secretary.

HUSTON TOWNSHIP

By: _____
Chairperson

ATTEST:

Secretary

WOODBURY TOWNSHIP

By: _____
Chairperson

ATTEST:

Secretary

CATHARINE TOWNSHIP

By: _____
Chairperson

ATTEST:

Secretary

WILLIAMSBURG BOROUGH

By: _____
Chairperson

ATTEST:

Secretary

III.

After enactment of an ordinance by Huston Township, Woodbury Township, Catharine Township, and Williamsburg Borough, the agreement shall be signed by the chairperson of each municipality and attested by the Secretary, and the corporate seal of said municipality shall be applied and affixed to said agreement.

IV.

All ordinances, resolutions, or parts thereof inconsistent herewith are hereby repealed.

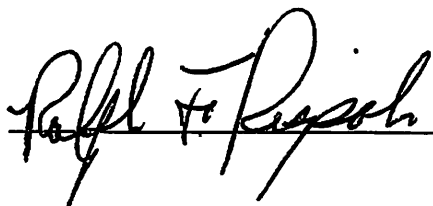
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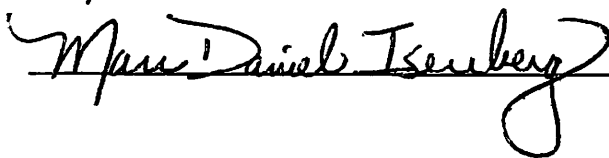
If any section, portion or provision of this ordinance is judicially held to be illegal, unconstitutional or unenforceable, such decision shall not affect the remainder hereof.

It is hereby declared to be the intent and purpose of the Board of Supervisors of the Township of Catharine that this ordinance would have been adopted if any such illegal, unconstitutional, or unenforceable provision had not been included herein.

VI.

The effective date of this Ordinance shall be January 1, 2013.

A handwritten signature in black ink, appearing to read "Ralph F. Reggiani", written over a horizontal line.

A handwritten signature in black ink, appearing to read "Marc Daniel Tsenberg", written over a horizontal line.

CERTIFICATION

I, ELEANOR K. HARCLERODE, do hereby certify that I am the Secretary for Catharine Township. Attached to this Certification is Catharine Township, Ordinance No. 66. This ordinance was duly approved by the Board of Supervisors at their regular meeting November 13, 2012. Notice of the regular meeting of the Board of Supervisors was provided in accordance with applicable law and a quorum of the Board of Supervisors was present and voting at the time of the enactment of this ordinance. The vote on this ordinance was 2 YES and 0 NO.

Eleanor K Harclerode
Secretary

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AND

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by approval of a Resolution by the official board of the said municipality as set forth in Paragraph 18 of this agreement. The withdrawal from this agreement by three or more municipalities shall cause this agreement to be terminated.

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17.

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18.


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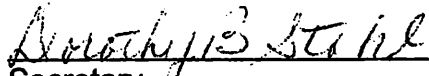
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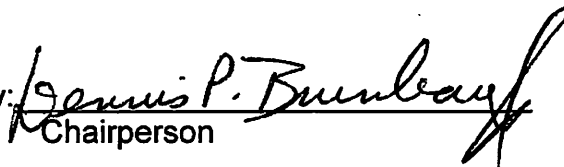
HUSTON TOWNSHIP

By: 
Chairperson


ATTEST:


Secretary

WOODBURY TOWNSHIP

By: 
Chairperson

ATTEST:


Secretary

CATHARINE TOWNSHIP

By: Ralph F. Paspoli
Chairperson

ATTEST:

Eleanor K. Harclerode
Secretary

WILLIAMSBURG BOROUGH

By: Cur
Chairperson

ATTEST:

Amijia F. White
Secretary