

BOROUGH OF ST. LAWRENCE
BERKS COUNTY, PENNSYLVANIA

ORDINANCE NO. 397

AN ORDINANCE AUTHORIZING THE BOROUGH OF ST. LAWRENCE, BERKS COUNTY, PENNSYLVANIA, TO ENTER INTO AN AGREEMENT WITH THE LOWER ALSACE TOWNSHIP TO ALLOW THE BOROUGH OF ST. LAWRENCE TO UTILIZE THE LOWER ALSACE TOWNSHIP SALT SHED FOR THE STORAGE AND LOADING BY THE BOROUGH AND ITS ROAD CONTRACTOR OF DE-ICING SALT

BE IT ENACTED AND ORDAINED, by the Borough Council of the Borough of St. Lawrence, Berks County, Pennsylvania (the "Borough"), 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 Borough and Lower Alsace Township ("Township") agree to enter into an agreement to allow the Borough and its road contractor to utilize the Township Salt shed, at the Township Municipal Building, located at 1200 Carsonia Avenue, Reading, PA 19606.

SECTION 3. Pursuant to and in accordance with the above-referenced authority, the Borough is hereby authorized and directed to enter into the Intermunicipal Agreement with the Township 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 Intermunicipal Agreement, and shall comply with all requirements of said Ordinances, the Intermunicipal 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 Intermunicipal Agreement between the Township and the Borough;

(b) The Agreement shall continue in effect until termination by a subsequent Ordinance of the Township or the Borough;

(c) The purposes and objectives of the agreement are set forth hereinabove and the Intermunicipal 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;

(c) 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 Intermunicipal Agreement;

(f) The organization and administration of the Intermunicipal 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 Borough 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 the Borough of St. Lawrence, 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 the Borough of St. Lawrence, Berks County, Pennsylvania, upon adoption.

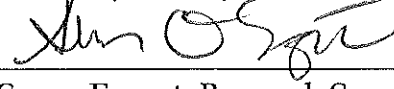
SECTION 8. All ordinances or parts of ordinances of this Borough which are inconsistent herewith are hereby repealed.

SECTION 9. This Ordinance shall become effective on the earliest date allowed by law.

DULY ENACTED AND ORDAINED this 11th day of June, 2009.

BOROUGH OF ST. LAWRENCE
BERKS COUNTY, PENNSYLVANIA

By: 
Robert J. May, President of Council

Attest: 
Susan Eggert, Borough Secretary

Approved as an Ordinance this 11th day of June, 2009:


By: 
Warren L. Lubenow, Mayor

EXHIBIT A

**INTERMUNICIPAL AGREEMENT BETWEEN
LOWER ALSACE TOWNSHIP AND THE BOROUGH OF ST. LAWRENCE
FOR USE OF THE LOWER ALSACE TOWNSHIP SALT SHED**

THIS AGREEMENT is made and entered this _____ day of _____ 2009, by and between LOWER ALSACE TOWNSHIP, a Pennsylvania Township of the Second Class with an address of 1200 Carsonia Avenue, Reading, PA 19606 and the BOROUGH OF ST. LAWRENCE, a Pennsylvania Borough with an address of 3540 St. Lawrence Avenue, Reading, PA 19606.

WHEREAS, Lower Alsace Township ("Township") has agreed to allow the Borough of St. Lawrence ("Borough") to utilize the Township salt shed for the storage and loading of road de-icing salt; and

WHEREAS, the Township salt shed is located adjacent to the Township Municipal Building at 1200 Carsonia Avenue, Reading, PA 19606.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

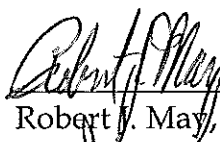
1. The appointed Borough road contractor shall be permitted to store road de-icing salt for municipal use at the Township salt shed, and shall, using Township road employees, load salt into the Borough road contractor's vehicle(s) at the Township salt shed. The Borough road contractor shall not be permitted to himself utilize Township equipment.
2. The Borough will not be charged an annual fee for the storage of de-icing salt into the Borough road contractors' vehicles at the Township salt shed. The Township shall directly bill the Borough for the salt used by the Borough and for charges incurred by the Borough.

3. The Borough shall advise the Township road supervisor, in writing, of the amount of salt stored, and amount loaded onto the Borough road contractor's vehicle on a daily basis.
4. The salt stored at the Township facility is for municipal use only, and shall not be used for any other purpose.
5. The Township shall have priority in the use of loading equipment over the Borough.
6. The Borough shall provide to the Township a Certificate of Insurance which covers the storage and loading activities on the property of the Township outlined in this Agreement, including proof of workers' compensation insurance for employees of the Borough road contractor who may enter onto Township property. The Township shall investigate and ensure that its insurance coverage is applicable to, covers, and is not jeopardized by the activities set forth herein. The failure of either party to maintain the insurance described herein in amounts satisfactory to Borough Council and the Board of Supervisors shall render this agreement immediately terminable.
7. The Borough shall indemnify the Township for any claims of personal injury or property damage resulting from the storage and loading activities of the Borough road contractor on the premises, except in the event of gross negligence or intentional act by the Township, its employees or officials.
8. The Township shall indemnify Borough the for any claims of personal injury or property damage resulting from the storage and loading activities of the Borough road contractor on Township premises, except in the event of gross negligence or intentional act by the Borough, its employees or officials.

9. The Borough road contractor shall sign a separate release and hold harmless agreement releasing the Township from any liability for any personal injury or property damage resulting from the activities outlined in this Agreement.
10. The Borough road contractor utilizing the Township facility shall abide by all Township traffic and safety regulations while on the property, and this Agreement shall be terminable immediately if, in the discretion of the Township, the Borough Road contractor is acting in a manner which endangers the health or safety of persons, or poses an unacceptable risk of damage to Township property or the property of third parties.
11. Either party may terminate this agreement with thirty (30) days written notice to the other party.
12. The parties have authorized Joan E. London, Esquire, of Kozloff Stoudt, Professional Corporation, Solicitor for both the Township and the Borough, to prepare this Agreement. The parties have been advised of potential conflicts, have been afforded the opportunity to have this agreement prepared and/or reviewed by independent counsel, and waive any claims of conflict in the preparation of this Agreement and the accompanying Intergovernmental Cooperation Ordinance.

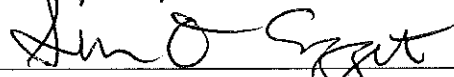
BOROUGH OF ST. LAWRENCE
BERKS COUNTY, PENNSYLVANIA

By:



Robert J. May, President of Council

Attest:



Susan Eggert, Borough Secretary

LOWER ALSACE TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

By: _____
Thomas A. Orth, Chairman

Attest: _____
Elaine E. Bildstein, Secretary/Manager

INTERMUNICIPAL AGREEMENT
BETWEEN
LOWER ALSACE TOWNSHIP AND THE BOROUGH OF ST. LAWRENCE
FOR
USE OF LOWER ALSACE TOWNSHIP'S
SALT SHED

THIS AGREEMENT is made and entered this 22 day of April 2009, by and between LOWER ALSACE TOWNSHIP, a Pennsylvania Township of the Second Class with an address of 1200 Carsonia Avenue, Reading, PA 19606 and the BOROUGH OF ST. LAWRENCE, a Pennsylvania Borough with an address of 3540 St. Lawrence Avenue, Reading, PA 19606.

WHEREAS, Lower Alsace Township ("Township") has agreed to allow the Borough of St. Lawrence ("Borough") to utilize the Township salt shed for the storage and loading of road de-icing salt; and

WHEREAS, the Township salt shed is located adjacent to the Township Municipal Building at 1200 Carsonia Avenue, Reading, PA 19606.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The appointed Borough road contractor shall be permitted to store road de-icing salt for municipal use at the Township salt shed, and shall be permitted to utilize Township equipment to load salt into the Borough road contractor's vehicle(s) in the presence of Township road employees. The Borough road contractor shall

preparation of this Agreement and the accompanying Intergovernmental Cooperation Ordinance.

BOROUGH OF ST. LAWRENCE
BERKS COUNTY, PENNSYLVANIA

By: Robert J. May 05/14/07
Robert J. May, President of Council

Attest: Susan Eggert
Susan Eggert, Borough Secretary

LOWER ALSACE TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

By: Thomas A. Ortl
Thomas A. Ortl, Chairman

Attest: Elaine E. Bildstein
Elaine E. Bildstein, Secretary/Manager