

Dickinson Township
Cumberland County, Pennsylvania
ORDINANCE NO. 2017-02

AN ORDINANCE OF DICKINSON TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DICKINSON TOWNSHIP MUNICIPAL AUTHORITY PROVIDING FOR THE STAFF OF DICKINSON TOWNSHIP TO ASSIST WITH THE MANAGEMENT AND OPERATION OF THE WATER SYSTEM SERVING DICKINSON TOWNSHIP

WHEREAS, Dickinson Township, Cumberland County, Pennsylvania (the “Township”) is a political subdivision, being a second class township; and,

WHEREAS, the Dickinson Township Municipal Authority (the “Authority”) is a general municipal authority organized by the Township and existing under the Municipality Authorities Act, as amended, 53 Pa.C.S. §§ 5601-5622; and,

WHEREAS, the Authority owns and operates the water system within the Township (the “Water System”); and

WHEREAS, Pursuant to 53 Pa.C.S. §§ 2301, et. seq. and 53 Pa.C.S. 66507, the Township desires to enter into an Intergovernmental Cooperation Services Agreement (the “Agreement”) with the Authority in order for the Township to provide support staff services to the Authority to assist with the operation of the Water System, and for the Authority to reimburse the Township for such support staff services.

NOW THEREFORE, BE IT ORDAINED AND ENACTED and it is ordained and enacted as follows:

SECTION 1. The Township hereby ratifies and approves the Agreement with the Authority for the provision of support staff services to the Authority to assist with the operation of the Water System and for the reimbursement of such costs by the Authority to the Township. The terms and conditions of the Agreement are set forth in Exhibit “A”, attached hereto and incorporated herein by reference thereto.

SECTION 2: The purpose, objectives, and authority delegated to the Authority by the Agreement is as set forth in the Agreement, a copy of which is attached as Exhibit "A".

SECTION 3: The Agreement is for an initial term of one (1) year, which shall automatically renew into successive one (1) year terms unless terminated by either party in accordance with Sections 5 and 6 of the Agreement.

SECTION 4: There is no financing provided for in the Agreement.

SECTION 5: No change to organizational structure is necessary to implement the Agreement, as the Authority is, and has been, established and operating for over fifty (50) years.

SECTION 6: The Agreement does not contemplate the acquisition of real or personal property beyond the real and personal property currently owned by the respective parties.

SECTION 7: If any sentence, clause or section or any part(s) of this Ordinance is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses or sections or parts of this Ordinance.

SECTION 8: Any Ordinance or Resolution or parts thereof which are contrary to or conflict with the provisions of this Ordinance or the Agreement herein are hereby repealed to the extent necessary to give this Ordinance, and the Agreement provided for herein, full force and effect.

SECTION 9: This Ordinance shall be effective five (5) days after its enactment, or after the Agreement is ratified and signed by the Authority, whichever occurs last.

ORDAINED AND ENACTED by the Board of Supervisors of Dickinson Township,
Cumberland County, Pennsylvania, on the 20th day of November, 2017.

ATTEST:

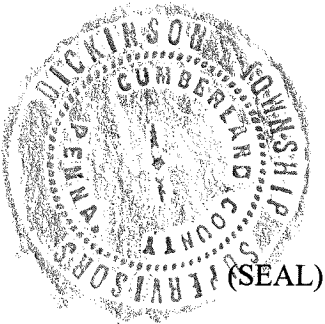
DICKINSON TOWNSHIP
BOARD OF SUPERVISORS

Marjorie E. Metzger
Marjorie E. Metzger, Secretary

By: Thomas Imholte
Thomas Imholte, Chairman

By: Lorelei Coplen
Lorelei Coplen, Supervisor

By: Dennis Straub
Dennis Straub, Supervisor



I, Marjorie E. Metzger, Secretary for Dickinson Township, do hereby attest that the foregoing Ordinance No. 2017-02 was voted upon and approved by majority vote of the Board of Supervisors on the 20th day of November, 2017.

Marjorie E. Metzger

EXHIBIT A

**INTERGOVERNMENTAL COOPERATION
SERVICES AGREEMENT**

Intergovernmental Cooperation
Services Agreement

This Services Agreement (Agreement), effective as of 18 day of Dec 2017, is by and between the Dickinson Township Municipal Authority (Authority) and Dickinson Township (Township), both duly incorporated municipal corporations and political subdivisions of the Commonwealth of Pennsylvania organized and existing, respectively, under and subject to the Municipal Authorities Act, 53 Pa. C. S. §§ 5601 et seq., as amended, and Second Class Township Code, Act of May 1, 1933, P.L. 103, Second Class Township Code, 53 P.S. §§ 65101 et seq., as amended.

WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa. C.S. § 2310 et seq., enables the Authority and the Township to enter into a cooperative agreement for the provision of municipal services; and

WHEREAS, the Authority owns and operates certain water system distribution facilities, including lines, meters, meter pits, hydrants and other necessary facilities, rights of way, easements and equipment used to provide public water service in and for certain water service areas in the Township; and

WHEREAS, the water system together with all appurtenant facilities and properties that the Authority has acquired or hereafter shall acquire in connection therewith, including all property, real, personal, and mixed, together with rights, powers, licenses, easements, rights of way, privileges, franchises and any and all property or interests in property of whatsoever nature, used or useful in connection with such facilities, and together with all additions, extensions, alterations, and improvements thereto that may be made or may be acquired, from time to time, by the Authority for the provision of public water service shall herein be known as the Dickinson Township Water System (the DTWS); and

WHEREAS, the governing body of the Authority, the Dickinson Township Municipal Authority Board, is comprised of volunteer citizens of the Township who, for the most part, are not available on a daily basis to perform the administrative, managerial and operational functions necessary to conduct the business of the DTWS in full compliance with sound practice and legal requirements; and

WHEREAS, the Authority is in need of support services in order to effectuate its operational responsibilities; and

WHEREAS, the Township is willing to provide the Authority with support services as more fully described herein; and

WHEREAS, the Authority and Township desire to set forth terms, conditions, and provisions which shall govern such support services with respect to administration, management and operation of the DTWS; and

WHEREAS, the Authority is willing to reimburse the Township for said support services performed in accordance with this Agreement.

NOW, THEREFORE, the Authority and the Township, each intending to be legally bound, covenant and agree as follows:

1. The foregoing whereas clauses are incorporated herein as if fully set forth in their entirety.
2. The Township authorizes the Authority to utilize its employees and equipment to provide the support services set forth in Schedule A, in pursuit of the proper operation of the DTWS and the Township agrees to permit its employees to perform the services set forth in Schedule A on behalf of the Authority. Said Schedule A may be amended from time to time by the mutual agreement of the Authority and Township. Notwithstanding the foregoing, the Township employees shall at all times remain under the Township's ultimate control and direction, regardless if they are, at any time, assisting with the operation of the DTWS.
3. The Authority shall reimburse the Township for services provided by in accordance with Schedule A of this Agreement at the rates set forth in Schedule B. Said Schedule B may be amended from time to time by the mutual agreement of the Authority and Township.
4. Any bill or invoice for services or materials payable by the Authority, whether bill or invoice of a third party vendor, supplier or contractor or Township invoice for reimbursement, shall be presented to the Authority by the most recent Friday prior to the Authority's regular scheduled monthly meeting for review, action on approval and payment authorization within no more than 30 days for the date appearing on such bill or invoice (unless a shorter or longer payment deadline is indicated); provided however, that the Board has good faith reasons for an action to deny or delay payment.
5. This Agreement shall be for an initial term of one year beginning on the effective date stated above and shall automatically renew each year thereafter, without any affirmative action by the Authority and the Township, unless either the Authority or Township, on or before October 1 of any year thereafter, shall serve written notice upon the other of the intent and desire to terminate this Agreement as of 11:59 pm on December 31 of the current year.
6. Upon termination of this Agreement, the Authority and the Township, promptly, but in no event more than thirty (30) days after the date of such termination, shall make final settlement with respect to this Agreement and each shall

do whatever properly and reasonably shall be necessary to effectuate and insure an orderly transition in the change of the method of administration, management and operation of the DTWS.

7. The Authority and Township acknowledge and agree that their respective rights, duties, powers, authorities, and obligations are, and shall remain, in full force and effect during the term of this Agreement, unless expressly modified, amended or terminated in writing by all parties.

8. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions hereof shall be construed and shall be enforced as if such invalid provision had not been contained herein.

9. The Authority and the Township, from time to time, by mutual agreement, in writing, may amend or supplement this Agreement, including the Schedules hereto, so that this Agreement fully and completely may carry out the intent and purposes of the Authority and the Township with respect to providing services to Authority.

10. The Authority and Township recognize that in the performance of this Agreement the greatest benefits will be derived by promoting the interest of both parties. The Township and Authority enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement. The Township and Authority agree to interpret its provisions, insofar as it may legally do so, in such manner as will promote the interest of both parties and render the highest service to the public.

11. The Authority and Township agree that if, at any time, a dispute shall arise between or among them concerning the terms or performance of this Agreement, each shall make a good faith effort to resolve the dispute in informal face-to-face discussions and, if not successful, shall state the dispute in a writing providing for a 45 day cure period. If resolution is not obtained, the Authority and Township agree to form a joint committee to resolve the dispute. Such committee shall remain in existence only until such time as the issue is resolved. If such committee is unable to obtain a resolution of the dispute, the Authority and Township agree to refer the dispute for resolution to mediation.

12. The Authority shall, at its expense, indemnify and hold harmless the Township and its officials, employees and agents from any and all fines, fees, penalties, liabilities, judgments, costs, claims, causes of action, damages and expenses arising out of the performance of any work, labor or service by the Township's officers, employees or agents at the Authority's direction under the Agreement. Timely notice shall be given

of any claim, action or proceeding which may be filed or commenced by reason of the performance of such work.

13. The Township shall list the Authority as an additional insured on all applicable insurance policies carried by the Township, and the Authority shall list the Township as an additional insured on all applicable insurance policies carried by the Authority. Proof of such additional insured status for the respective parties shall be provided to the other within thirty (30) days of executing this Agreement.

14. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts, shall constitute but one and the same instrument.

Date: 11-30-17

William C. Baker
Acting, Secretary

DICKINSON TOWNSHIP MUNICIPAL AUTHORITY
Alvin J. Loo
Chairman, Board of Dickinson Township
Municipal Authority

I, Bill Baker ^{Acting}, Secretary for Dickinson Township Municipal Authority, do hereby attest that the foregoing Agreement was voted upon and approved by [unanimous vote, by majority vote, or insert actual vote e.g. 2-1 vote] of the Board of the Dickinson Township Municipal Authority on the 30 day of Nov, 2017.

Date: 12/18/2017

Margine E. Metzger
_____, Secretary

DICKINSON TOWNSHIP
Thomas J. Imholte
Thomas J. Imholte
Chairman Board of Supervisors

I, _____, Secretary for Dickinson Township, do hereby attest that the foregoing Agreement was voted upon and approved by [unanimous vote, by majority vote, or insert actual vote e.g. 2-1 vote] of the Board of Supervisors on the ___ day of _____, 20__.

(TOWNSHIP SEAL)

Schedule A - Services

The Township on behalf of the Authority shall provide the following services:

Meter reading services, to include customer meters quarterly and pit meters monthly

Preparing quarterly water usage bills and mailing to customers

Tracking customer payments and arrearages

Generating second/final notices in accordance with Authority Rules and Regulations governing shut-offs.

Posting shut off notices in accordance with Authority Rules and Regulations

Collecting and depositing bill payments and other revenues

Processing Authority invoices and preparation of checks for approval and payment by the Authority

Bookkeeping services (maintenance of revenue and expense accounts) in an accounting package such as Quick Books

Preparation of accounting statements

Ordering checks

Preparation of bank reconciliations for approval by Authority

Secure audit proposals for approval by the Authority

Assist auditors during audit process

Securing insurance proposals for the Authority's consideration and approval

Turning water on or off as circumstances warrant

Flushing water lines

Maintaining Authority meters and appurtenant facilities

Leak detection and leak repair as warranted

Maintain a system maintenance log at the Township municipal building
Place orders for equipment and supplies needed to maintain the DTWS

Calculate, assess and collect tap-in and other fees due to the Authority

Place legal notices on behalf of the Authority as required

Receiving Authority correspondence and disseminate to appropriate Authority officials

Schedule B - Reimbursement Parameters

Employee Related

Labor – all personnel costs shall be reimbursed on an hourly rate basis calculated using the current salary/wage (including benefits) of the employee(s) engaged in services

Rates to be billed in half hour increments.

Rates shall be based on actual rates for regular time.

Equipment

The Township shall be entitled to reimbursement for the use of any Township-owned equipment needed by the Authority at the current FEMA-approved hourly rates.

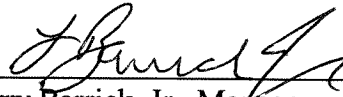
Outside Services and Purchases

All charges, costs and expenses incurred for outside services and purchases contracted for or made by the Township in the performance of the services under the foregoing Agreement and not directly billed to the Authority by the party performing the services or supplying the material purchased, shall be invoiced to the Authority at the invoice cost to the Township.

CERTIFICATION TO THE CUMBERLAND COUNTY JUDICIAL CENTER

I hereby certify that the within Ordinance is a true and correct copy of Ordinance No. 2017-02 entitled, **"AN ORDINANCE OF DICKINSON TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DICKINSON TOWNSHIP MUNICIPAL AUTHORITY PROVIDING FOR THE STAFF OF DICKINSON TOWNSHIP TO ASSIST WITH THE MANAGEMENT AND OPERATION OF THE WATER SYSTEM SERVING DICKINSON TOWNSHIP"** which was enacted by the Dickinson Township Board of Supervisors at their regular meeting scheduled on Monday November 20, 2017.

Date: 11-28-2017



Larry Barrick, Jr., Manager
Dickinson Township
219 Mountain View Road
Mount Holly Springs, PA 17065
Phone: (717) 486-7424

PROOF OF PUBLICATION

State of Pennsylvania, County of Cumberland

Gary Adkisson, Publisher, of The Sentinel, of the County and State aforesaid, being duly sworn, deposes and says that THE SENTINEL, a newspaper of general circulation in the Borough of Carlisle, County and State aforesaid, was established December 13th, 1881, since which date THE SENTINEL has been regularly issued in said County, and that the printed notice or publication attached hereto is exactly the same as was printed and published in the regular editions and issues of THE SENTINEL on the following day(s): October 19, 2017.

COPY OF NOTICE OF PUBLICATION

NOTICE

Notice is hereby given that the Board of Supervisors of Dickinson Township, Cumberland County, Pennsylvania, at their regular meeting to be held on November 20, 2017 at 6:00 p.m. in the Meeting Room, Dickinson Township Municipal Building, 219 Mountain View Road, Mt. Holly Springs, Pennsylvania, intends to consider for adoption an Ordinance entitled "AN ORDINANCE OF DICKINSON TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DICKINSON TOWNSHIP MUNICIPAL AUTHORITY PROVIDING FOR THE STAFF OF DICKINSON TOWNSHIP TO ASSIST WITH THE MANAGEMENT AND OPERATION OF THE WATER SYSTEM SERVING DICKINSON TOWNSHIP." This Ordinance provides for the Township to enter into an intergovernmental services agreement with the Dickinson Township Municipal Authority. The agreement will allow the Township to bill the Municipal Authority for services rendered for administrative duties, maintenance/repairs of the water system and Township equipment usage. The Ordinance shall become effective after its enactment in accordance with the law. Copies of the Ordinance with exhibits are available at this newspaper, the Township Office or at www.dickinsontownship.org.

Larry Barrick, Jr., Township Manager

Affiant further deposes that he/she is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.



Sworn to and subscribed before me this
19th day of October 2017.

Bethany M. Holtry
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Bethany M. Holtry, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires Sept. 26, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES