

RESOLUTION NO. R-7-2024

A RESOLUTION OF THE TOWNSHIP OF UNITY, WESTMORELAND COUNTY, PENNSYLVANIA, APPROVING THE ENTRY INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE TOWNSHIP OF HEMPFIELD, WESTMORELAND COUNTY, PENNSYLVANIA AND THE MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY FOR THE REPLACEMENT OF THE PACEK ROAD BRIDGE

WHEREAS, Pacek Road is a public roadway located in Unity Township; and

WHEREAS, Newport Road is a public roadway located in Hempfield Township;

and

WHEREAS, Pacek Road and Newport Road meet over an unnamed stream at the common geopolitical boundary line separating Unity Township from Hempfield Township; and

WHEREAS, the bridge over the unnamed stream at the meeting point of Pacek and Newport Roads is in poor condition and requires replacement (hereafter the “Bridge Project”); and

WHEREAS, as the residents of both Unity and Hempfield Townships benefit from the use of Pacek and Newport Roads, and the continuing functioning of the bridge is necessary to continue such benefit; and

WHEREAS, the MAWC maintains a public water lines or lines within Pacek Road; and

WHEREAS, the construction of the Project will necessitate the relocation of the MAWC’s water line or lines (hereafter the “MAWC Project”); and

WHEREAS, given its time and available resources, the MAWC cannot move its waterline for several months and such delay would adversely affect the construction of the Bridge Project; and

WHEREAS, MAWC has asked Unity to include the work required for the MAWC Project into the Bridge Project with MAWC being responsible for all costs and expenses Unity incurs associated with the MAWC Project; and

WHEREAS, the efficient administration and construction of both the Bridge Project and MAWC Project will be served by soliciting bids for the work for both for construction by the same contractor under a single contract; and

WHEREAS, the MAWC, Hempfield and Unity are authorized to enter into Intergovernmental Cooperation Agreements to share costs, expenses and responsibilities for the Bridge Project and MAWC under the authority of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, *et seq.*; Section 1507 of the Second Class Township Code, 53 P.S. §66507, as amended; and

WHEREAS, the parties desire to enter an Intergovernmental Cooperation Agreement in the form attached hereto as Exhibit "A" to carry out the Bridge Project and the MAWC Project according to it's terms.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF UNITY, COUNTY OF WESTMORELAND, COMMONWEALTH OF PENNSYLVANIA, HEREBY RESOLVE AS FOLLOWS:

1. THAT, the Intergovernmental Cooperation Agreement with the Township of Hempfield and Municipality Authority of Westmoreland County in the form attached hereto as Exhibit "A" shall be and is hereby approved.

2. THAT, the Chairman of the Board of Supervisors of the Township of Unity and the Secretary of the Township of Unity be and are hereby authorized to execute said Intergovernmental Cooperation Agreement, and all other documents necessary to carry out its intent and purpose, on behalf of the Township of Unity and to bind the Township of Unity to its terms.

3. THAT, this approval is conditioned upon the Township of Hempfield and Municipal Authority of Westmoreland County approving the Agreement attached hereto at a duly advertised public meeting and their adoption of a Resolution approving same.

THIS RESOLUTION IS APPROVED AND ADOPTED AT A DULY ADVERTISED PUBLIC MEETING OF THE BOARD OF SUPERVISORS OF UNITY TOWNSHIP HELD THE 8th DAY OF FEBRUARY, 2024 AND SHALL BE EFFECTIVE IMMEDIATELY.

ATTEST:

THE BOARD OF SUPERVISORS OF
THE TOWNSHIP OF UNITY



Sharon C. Sweeney, Secretary

By: 

Michael J. O'Barto, Chairman

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, is made and entered by and between **THE MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal mailing address at 124 Park N Pool Drive, New Stanton, Westmoreland County, Pennsylvania, 15672 (hereinafter referred to as "MAWC"),

AND

THE TOWNSHIP OF HEMPFIELD, a municipal corporation and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal mailing address of 1132 Woodward Drive, Suite A, Greensburg, Westmoreland County, Pennsylvania, 15601 (hereinafter referred to as "Hempfield")

AND

THE TOWNSHIP OF UNITY, a municipal corporation and political subdivision, organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal mailing address of 154 Beatty County Road, Latrobe, Westmoreland County, Pennsylvania 15650 (hereinafter referred to as "Unity").

WITNESSETH:

WHEREAS, Pacek Road is a public roadway located in Unity Township; and

WHEREAS, Newport Road is a public roadway located in Hempfield Township;

and

WHEREAS, Pacek Road and Newport Road meet over an unnamed stream at the common geopolitical boundary line separating Unity Township from Hempfield Township; and

WHEREAS, the bridge over the unnamed stream at the meeting point of Pacek and Newport Roads is in poor condition and requires replacement (hereafter the "Bridge Project"); and

WHEREAS, as the residents of both Unity and Hempfield Townships benefit from the use of Pacek and Newport Roads, and the continuing functioning of the bridge is necessary to continue such benefit; and

WHEREAS, the MAWC maintains a public water lines or lines within Pacek Road; and

WHEREAS, the construction of the Project will necessitate the relocation of the MAWC's water line or lines (hereafter the "MAWC Project"); and

WHEREAS, given its time and available resources, the MAWC cannot move its waterline for several months and such delay would adversely affect the construction of the Bridge Project; and

WHEREAS, MAWC has asked Unity to include the work required for the MAWC Project into the Bridge Project with MAWC being responsible for all costs and expenses Unity incurs associated with the MAWC Project; and

WHEREAS, the efficient administration and construction of both the Bridge Project and MAWC Project will be served by soliciting bids for the work for both for construction by the same contractor under a single contract; and

WHEREAS, the MAWC, Hempfield and Unity are authorized to enter into Intergovernmental Cooperation Agreements to share costs, expenses and responsibilities for the Bridge Project and MAWC under the authority of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, *et seq.*; Section 1507 of the Second Class Township Code, 53 P.S. §66507, as amended.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **MAWC Design Responsibilities.** MAWC shall be responsible for the engineering, design and preparation of construction specifications for it's the MAWC Project, and shall provide same to the Township for inclusion in its solicitation of bids for the Bridge Project.

2. **MAWC Work Subject to Bidding.** The parties agree that the work subject to bid for the MAWC Project will include, but may not be limited to, the following:

- a. The placement of steel casing for the relocation of the new waterline;
- b. The excavation of travel lanes for the MAWC to facilitate the tie-ins to the existing water line; and
- c. The completion of backfilling after the new waterline has been installed.

3. **MAWC Work Not Subject to Bidding.** The parties agree that MAWC, in independent of the work subject to bidding, will, at its own cost and expense and utilizing its own personnel and equipment, perform, carry out and complete the following work associated with the MAWC Project:

- a. Plumbing the carrier pipe through the casing;
- b. Laying down the relocated water line;
- c. Performing water quality testing to make the tie-ins to the existing water line.

4. **Inclusion of MAWC Work in Bridge Project Bid.** Unity agrees to include the work associated with the MAWC Project as a component part of, and a line item in, its solicitation for bids for its Bridge Project and will include such work as a component part of, and line item in, any contract it awards for the construction of the Bridge Project.

5. **Oversight and Inspection of Work by MAWC.** All work performed on the MAWC Project shall be independently overseen and inspected by the MAWC, its employees, agents, workmen and assigns based on schedules prepared and implemented by the MAWC. All costs incurred in the oversight and inspection of the work by the MAWC's employees, agents, workmen and assigns shall be charged directly to the MAWC for payment.

6. **Responsibility for Bidding and Contract Administration.** Unity shall take responsibility for the bidding, contracting, and general administration of the Bridge Project and MAWC Project through a single contract with one (1) general contractor subject to the

terms set forth hereafter. Unity agrees to follow the statutory procedure for bidding and letting contracts for public works required under the Second Class Township Code, and other statutory and legal requirements associated with same.

7. **Notice of Receipt of Bids and Award of Contract.** After receipt and opening of bids, Unity shall notify Hempfield and MAWC of the bids received for the Bridge Project and MAWC Project. Thereafter, Unity may award a contract covering the work required by both the Bridge Project and MAWC Project to the lowest responsible bidder. Unity, at its discretion, reserves the right to reject any and all bids.

8. **Terms of Contract for Bridge Project and MAWC Project.** The parties agree that, in addition to the standard terms associated with the construction of the Projects, the contract awarded will also contain terms and provisions as may be required by the Commonwealth of Pennsylvania and/or any agency providing funding for either the Bridge Project or MAWC Project.

9. **Payment by MAWC.** All pay estimates associated with the construction of the MAWC Project shall be forwarded to the MAWC for approval and payment. MAWC shall, within ten (10) days of the date it receives the Pay Estimate either:

- a. Pay the amount of the pay estimate to Unity, who will then forward payment to the general contractor submitting the estimate; or
- b. Notify Unity, in writing, that it is declining payment and set forth the reasons, in detail, why payment is being declined.

10. **Indemnification by MAWC.** MAWC agrees to hold harmless, indemnify and defend Unity from and against any and all claims or causes of action arising from, or in any way related to, the work performed on the MAWC Project and/or the administration of the terms of any contract relating to same.

11. **Responsibility for Letting a Contract for the Bridge Project.** Unity shall be responsible for the engineering, design, bidding, construction, inspection, oversight and administration of the Bridge Project.

12. **Hempfield Responsibilities.** Hempfield shall be responsible for 50% of all costs incurred by Unity associated with the engineering, design, bidding, construction, inspection, oversight and administration of the Bridge Project.

13. **Payment by Hempfield.** Unity shall invoice Hempfield for FIFTY PERCENT (50%) of the aforesaid costs and expenses associated with the Bridge Project as same are incurred or otherwise come due. All pay estimates for work associated with the construction of the Bridge Project shall be forwarded to Hempfield for approval and payment. Hempfield shall, within ten (10) days of the date it receives a pay estimate or invoice, either:

- c. Pay the amount of the amount due to Unity, who will then forward payment to the general contractor for same; or
- d. Notify Unity, in writing, that it is declining payment and set forth the reasons, in detail, why payment is being declined.

14. **Indemnification by Hempfield.** Hempfield agrees to hold harmless, indemnify and defend Unity from and against any and all claims or causes of action arising from, or in any way related to, its failure, or refusal to pay any charge or pay estimate associated with the work performed on Bridge Project.

15. **Incorporation of prior Culvert Agreement.** Hempfield and Unity acknowledge that they previously entered an Intergovernmental Cooperation Agreement for the replacement of a certain culvert for the Pacek Road Bridge on June 1, 2022, (the "Prior Agreement") and that certain work has been performed, paid for and reimbursed under the Prior Agreement. The parties agree that the terms of the Prior Agreement are incorporated herein by reference thereto as they apply to Hempfield and Unity and any work remaining to be performed under the Prior Agreement shall be carried out, performed, paid for and/or reimbursed consistent with the terms of this Agreement.

16. **Severability.** In the event any term or condition set forth herein is found by a court of competent jurisdiction to be void or invalid, the remaining terms and provisions of this Agreement shall continue in full force and effect.

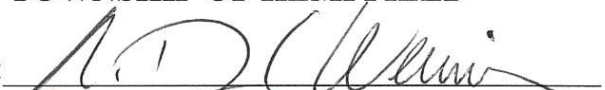
17. **Binding Effect.** This Agreement shall not be binding upon the parties hereto unless and until same is approved by Resolution of the Governing Bodies of Hempfield, Unity and MAWC adopted at a duly advertised public meeting. The effective date of this Agreement shall be the date the last Governing Body adopts a Resolution approving same. Following the adoption of such Resolution, this Agreement shall be binding on the parties hereto, their agents, appointees, successors and assigns.

NOW, THEREFORE, AND WITH THE INTENT TO BE LEGALLY BOUND HEREBY, the parties have hereto have set their hands and seals the dates and year set forth hereafter. The foregoing notwithstanding, the effective date of this Agreement shall be the ____ day of _____, 2024.

ATTEST:

**THE BOARD OF SUPERVISORS OF
THE TOWNSHIP OF HEMPFIELD**


Secretary

By: 
R. Douglas Weimer, Chairman

DATE: February 26, 2024

ATTEST:

**THE BOARD OF SUPERVISORS OF
THE TOWNSHIP OF UNITY**

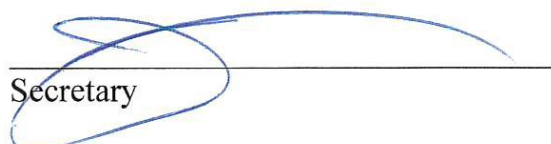

Sharon C. Sweeney, Secretary

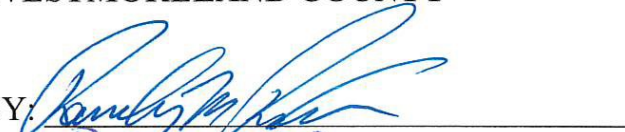
BY: 
Michael J. O'Barto, Chairman

DATE: February 8, 2024

ATTEST:

**THE MUNICIPAL AUTHORITY OF
WESTMORELAND COUNTY**


Secretary

BY: 
Randy M. Roadman, Chairman

DATE: February 21, 2024