

**LOWER MACUNGIE TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2023-64  
Duly Adopted December 21, 2023**

**A RESOLUTION OF THE TOWNSHIP OF LOWER MACUNGIE, LEHIGH COUNTY,  
PENNSYLVANIA, AUTHORIZING THE BOARD OF COMMISSIONERS TO ENTER  
INTO AN INTERGOVERNMENTAL AGREEMENT WITH MACUNGIE BOROUGH  
AND THE LOWER MACUNGIE FIRE DEPARTMENT FOR FIRE PROTECTION  
SERVICES WITHIN MACUNGIE BOROUGH AND LOWER MACUNGIE TOWNSHIP**

*WHEREAS*, the Township of Lower Macungie intends to enter into an agreement with Macungie Borough and the Lower Macungie Fire Department for fire protection services within the Township of Lower Macungie and the Borough of Macungie; and

*WHEREAS*, pursuant to Chapter 23, Subchapter A, Intergovernmental Cooperation, of the General Local Government Code, 53 Pa. C.S. §2301, et seq., a municipality may enter into an intergovernmental cooperation agreement upon the passage of a resolution by its governing body; and

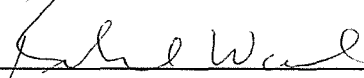
*WHEREAS*, Lower Macungie Township and Macungie Borough wish to enter into a intergovernmental agreement titled “Joint Municipal Agreement for Fire Rescue Services By The Lower Macungie Fire Department,” (“Fire Rescue Agreement”) a copy of which is attached as Exhibit “A” and incorporated by reference as if set forth in full; and,

*NOW THEREFORE*, in consideration of the above, the Board of Commissioners of Lower Macungie Township does hereby resolve as follows:

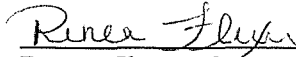
1. The President (or Vice-President) of the Board of Commissioners is hereby authorized and directed on behalf of the Township (a) to execute and deliver the Fire Rescue Agreement, and (b) to execute and deliver such additional and related instruments and agreements, and to take such further actions, as may be necessary or appropriate to implement the Fire Services Agreement.
  
2. The Township Manager is hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

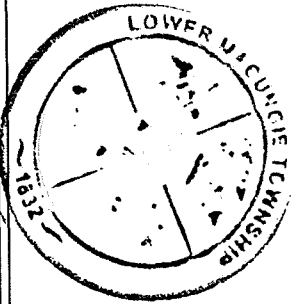
DULY ADOPTED by Lower Macungie Township, Lehigh County, Pennsylvania, this 21st day of December, 2023.

BOARD OF COMMISSIONERS  
TOWNSHIP OF LOWER MACUNGIE

  
\_\_\_\_\_  
Richard V. Ward, Vice President

Attest:

  
\_\_\_\_\_  
Renea Flexer, Secretary/Assistant Township Manager



**JOINT MUNICIPAL AGREEMENT  
FOR FIRE AND RESCUE SERVICES  
BY THE LOWER MACUNGIE FIRE DEPARTMENT**

This Agreement made this \_\_\_\_ day of December 2023, by and between the **TOWNSHIP OF LOWER MACUNGIE**, Lehigh County, Pennsylvania (hereinafter referred to as "Township")

A  
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the **BOROUGH OF MACUNGIE**, a municipal corporation, situate in Lehigh County, Commonwealth of Pennsylvania (hereinafter referred to as "Borough")

A  
N  
D

the **LOWER MACUNGIE FIRE DEPARTMENT**, a Nonprofit Corporation Volunteer Fire Department, situate in Lower Macungie Township, Lehigh County, Pennsylvania (hereinafter referred to as "Fire Department");

**WHEREAS**, the Borough and the Township desire to each make specific contributions to the Fire Department that shall provide fire and rescue services to both municipalities;

**WHEREAS**, the Fire Department agrees and the Township agrees to the terms, provisions, and conditions set forth herein, and specifically agrees to provide fire protection and rescue services within the Borough in accordance with this Joint Municipal Agreement and the Fire Service Agreement referenced below;

**WHEREAS**, the Township and Fire Department entered into an "Agreement for Fire Protection Services" on September 20, 2007, a copy of which is attached hereto, marked Exhibit "A" and incorporated by reference as if set forth in full;

**WHEREAS**, the Parties to this Joint Municipal Agreement desire specific commitments for the provision of fire, rescue, and emergency services pursuant to this intergovernmental cooperation agreement under the authority of the Pennsylvania Consolidated Statutes, Title 53, Sections 2301 through 2315, enacted by the State Legislature in 1996, and the applicable Pennsylvania Borough Code;

**WHEREAS**, this Joint Municipal Agreement shall be binding upon the Township and Borough upon adoption by Joint Resolutions of both municipalities and upon the Fire Department's execution of this Joint Municipal Agreement. This Agreement shall remain in place until ninety (90) days' notice prior to any termination of this Agreement, or until the end of this Agreement Term, whichever comes first, and:

**THEREFORE**, with the foregoing recitals incorporated herein by reference, and with the intent to be legally bound hereby, the Parties hereby agree to the following:

**A. Level and Standards of Service.**

1. Both the Township and Borough agree by separately enacted Ordinances, and the Fire Department by joining in this Agreement agrees that, as per the terms of this Agreement, the Lower Macungie Fire Department, through its Volunteer Members, shall provide fire, rescue, and first responder emergency services within the corporate limits of both the Borough and the Township during the Term of this Agreement.

2. Unless specifically provided in writing and agreed to by the Parties, the specific method or standard of performance, discipline of responders, all dispatch and response issues, and other matters incident to the performance of such Fire Department services shall be in the control of Lower Macungie Fire Department Chief Officers. The Parties hereto shall meet annually or more often as necessary to review the Fire Department and municipal fire protection and emergency response needs and issues.

3. The Township and Borough shall permit the Fire Department to perform, and the Fire Department agrees to perform, traditional and volunteer fire department services within both the Borough and the Township as per the terms and conditions herein.

**B. Terms of Agreement.**

1. The Township shall provide a Pennsylvania Workers' Compensation insurance policy with coverage, naming the Borough as a co-Insured as part of being paid from Township committed monies referred to in Paragraph B.3. The Township shall pay the Pennsylvania Workers' Compensation expenses unless unusual and unwarranted coverage and market problems of any reason. Such policy shall be herein referred to as Shared Services Municipality (SSM) Agreement.

A. The Parties and the SSM sharing Workers' Compensation coverage of Fire Department agree: i) that each waives its right of action against the other Parties and SSMS as a result of any Workers' Compensation covered event, action, litigation, or claim caused by the recognized Volunteer Fire Department or its Members; and ii) that each agrees to waive its rights of subrogation as a result of any and each claim or related Workers' Compensation covered event and/or claims created or caused by the recognized Volunteer Fire Department or its Members.

2. Of the multiple municipalities, Township shall be the lead coordinator of the fire services from the Lower Macungie Fire Department, but shall allow for Borough comments, suggestions, complaints, and requests in relation to fire protection services from the Fire Department. In the event any party receives or has a complaint relating to the fire protection and/or rescue services, all Parties shall meet, consider, and resolve such complaint in a manner and form acceptable to all Parties hereto.

3. Borough agrees to make an annual Ninety Thousand and 00/100 (\$90,000.00) Dollars contribution to Township that will be used only for the Lower Macungie Fire Department payment in exchange for the fire protection and rescue services to be provided to the Borough as referenced herein. The Borough's payment required shall be split into one payment in April and one payment in October. The Fire Department understands and agrees that such Borough payment to the Township and annual Borough passthrough of the Pennsylvania Volunteer Fire Relief monies' payment to the Fire Department Relief shall satisfy all of the Borough's payment requirements and shall satisfy the Borough's obligations for services from the Fire Department under this Agreement. The Borough shall not be obligated to make any other payments directly to the Fire Department. The Borough-contributed monies shall be applied to:

- Insurance premiums
- Recruitment/retention/volunteer incentive programs
- Station utilities, maintenance, and operations expenses
- Vehicle and major equipment capital replacement programs

4. The Borough shall make a one-time capital contribution to the Township in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars to be used towards capital improvements to and for the Fire Department. Such capital contribution shall not be an annual and/or recurring payment and shall be limited to a one-time payment to be made within the first twelve (12) months of the initial term of this Joint Municipal Agreement. No additional capital contributions shall be required of the Borough under this Agreement.

5. The Borough will designate the Fire Department as the Department to provide fire protection, rescue, and related emergency services to the Borough. The Fire Department specifically accepts such designation and agrees to act in that capacity and to provide the requisite fire protection, rescue, and related emergency response services to and within the Borough during the Term of this Agreement.

6. Both Township and Borough agree to an initial three-year term of this agreement. The Parties further agree that this Joint Municipal Agreement shall automatically extend for additional one-year terms following the initial three-year term unless any Party hereto notifies the other Parties in writing of an intent to terminate at least ninety (90) days before the end of the calendar year and/or otherwise terminates this Agreement as set forth herein.

7. The Borough's annual funding commitment of Paragraph 3 may be subject to an annual adjustment for the following year, subject to the agreement of the Parties at least ninety (90) days before the end of the calendar year, and where such adjustment shall not exceed a five (5%) percent adjustment from the prior annual payment amount.

8. Both Township and Borough each will provide all of their Pennsylvania Foreign Fire Relief Monies (without deductions of other payments required by both municipalities herein) that they each receive directly to the Lower Macungie Fire Department Relief

Association (a/k/a the Wescosville Volunteer Firefighters Relief Association), providing the Relief Association is in 'good standing' with the Pennsylvania State Auditors, as an applicable Relief Association for the Borough. This paragraph shall only apply to that relief money received by the Borough during the term of this Agreement following the execution of this Agreement and the adoption of the requisite ordinance designating the Lower Macungie Fire Department as referenced herein.

9. Each municipality shall be entitled to reasonable and full right of audit and review of all municipal monies and titled equipment provided to the Fire Department.

10. Each of the municipalities agrees that Lower Macungie Fire Department shall be permitted to fund drive and solicit donations from citizens for purposes of the Fire Department's charitable fundraising efforts, if the Fire Department so chooses.

11. Both municipalities agree to share all accounting or audit costs of any retained or used municipal or state monies provided to Fire Department.

12. Both municipalities agree pursuant to Pennsylvania Law as to the following:

A. Lower Macungie Fire Department and its Relief Association shall be duly recognized by Ordinance as a jointly used fire and emergency response agency for the municipalities and the citizens therein.

13. Both municipalities agree to consult with the Fire Department to improve and coordinate both municipalities' emergency response concerns and/or to comply with State and Federal and disaster Laws relating to the provision of fire, rescue, and emergency response services.

14. **Fire Department Reports.** The Fire Department shall provide the Borough, Township, or County:

A. with detailed quarterly reports, and comprehensive annual reports, including the nature and number of all calls responded to by the Fire Department; and

B. all financial statements and/or audit reports detailing the funds contributed by each of the municipal Parties under this Agreement.

15. **Dispute Resolution.** This Agreement shall be binding upon the successors and assigns of the Parties hereto. This Agreement is to be construed and interpreted in accordance with the Laws of the Commonwealth of Pennsylvania. In the event there are any claims or disputes between Fire Department, Township, and/or Borough relating to this Agreement or an alleged breach thereof, the Parties agree to meet with a Neutral Mediator and attempt to resolve all issues in a timely manner, within not more than twenty (20) days after written request for mediation by any Party to the others. After commencement of mediation, any Party may declare any claim or dispute 'unresolved' by giving written notice thereof to the other Parties. In the event mediation does not

resolve the claim or dispute, the Parties agree to submit the claim or dispute to binding arbitration, with the Parties selecting an Arbitrator certified by the U. S. Federal District Court, who is qualified and non-conflicted. Judgment upon an award rendered under arbitration may be entered in any Court having jurisdiction thereof.

**16. Notices.** Any and all notices, requests, demands, or other communications referred to herein shall be made in writing and shall be deemed to have been duly delivered/received when made by postage pre-paid mail and/or emailed to the respective Parties at the addresses for each set forth below:

If to the Township:

Township Manager  
3400 Brookside Rd  
Lower Macungie Twp PA 18062  
Email: info@lowermac.com

If to the Borough:

Borough Manager  
21 Locust St  
Macungie PA 18062  
Email: info@macungie.pa.us

If to the Fire Department:

President  
P.O Box 3002  
Wescosville PA 18106  
Email: info@firestation30.org

**17. Severability.** In the event any term, condition, or provision of this Agreement shall be held to be invalid, void, or unenforceable, the remaining terms, conditions, and provisions of this Agreement shall remain in full force and effect.

**18. Entire Agreement.** This Agreement and its attachment(s) represent all the terms and conditions and the entire agreement between the Parties with respect to the subject matter hereof. All other understandings not stated herein are deemed waived and of no effect.

**19. Amendment:** Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by all Parties in the same manner as this Agreement.

**20. Assignment.** This Agreement shall inure to the benefit of and be binding on the respective successors and permitted assigns of each Party; provided that none of the Parties may assign this Agreement without the prior written consent of the other Parties.

**21. Waiver.** The waiver by any Party of a breach or default of any provision of this Agreement by any other Party must be in writing and shall not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor shall any delay or omission on the part of any Party to exercise or avail itself of any right, power, or privilege that it has or may have under this Agreement, operate as a waiver of any right, power, or privilege by such Party.

**22. Termination.** Notwithstanding the provisions contained herein, this Agreement may be terminated by any Party at any time and for any reason, whether during the initial three-year Term, or during any renewal Term, by giving the other Parties at least ninety (90) days' prior written notice of its intent to terminate, which notice shall provide a specified date of termination which is at least ninety (90) days after the date on which such notice is given. In the event of such termination by the Borough, the Borough shall satisfy payment in the required prorated amount based on the month of such termination. Similarly, in the event of such termination by the Township or the Fire Department, the Borough shall be entitled to a refund of any moneys paid by the Borough in excess of the prorated amount due based on the month of such termination.

**23. No Agency or Joint Venture Relationship.** It is acknowledged and agreed that the Fire Department is acting as an independent contractor to the municipalities, and this Agreement shall not be deemed to create the relationship of principal/agent and/or as joint venturers or partners. Further, this Agreement is not intended to and shall not create any employment relationship between the municipalities and Fire Department.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

**LOWER MACUNGIE TOWNSHIP**

\_\_\_\_\_  
Renea Flexer, Secretary

\_\_\_\_\_  
Brian P. Higgins, President

**BOROUGH OF MACUNGIE**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Council President (Signature)

ATTEST:

**LOWER MACUNGIE  
FIRE DEPARTMENT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President