

**NORTH LEBANON TOWNSHIP
LEBANON COUNTY, PENNSYLVANIA**

RESOLUTION NO. 15-2024

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BY AND BETWEEN NORTH LEBANON TOWNSHIP AND WEST LEBANON TOWNSHIP WITHIN LEBANON COUNTY, PENNSYLVANIA, WHICH AGREEMENT PROVIDES FOR THE IMPLEMENTATION OF A PAVING PROJECT LOCATED WITHIN EACH TOWNSHIP.

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301 *et. seq.* permits municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, North Lebanon Township and West Lebanon Township (“the Townships”) desire to enter into an Intergovernmental Agreement of Cooperation (“Intermunicipal Agreement”), relating to a paving project located within both Townships; and

WHEREAS, the Intergovernmental Cooperation Act provides that any joint cooperation agreement shall be deemed in force as to any Township when the same has been adopted by Ordinance or Resolution by all cooperating Townships; and

WHEREAS, the Townships desire to approve the Intermunicipal Agreement by adopting the required Resolution.

THEREFORE, BE IT RESOLVED, and it is hereby resolved by North Lebanon Township, Lebanon County, Pennsylvania, as follows:

SECTION ONE: The caption of and recitals to this Resolution as set forth above are incorporated herein by reference as if fully set forth.

SECTION TWO: ADOPTION OF AN INTERMUNICIPAL AGREEMENT. The Intermunicipal Agreement between the Townships, attached hereto and made a part hereof and marked Exhibit “A”, is hereby adopted.

SECTION THREE: AUTHORIZATION TO EXECUTE.

- A. The appropriate Township officials and representatives of this Township are hereby authorized to execute the Intermunicipal Agreement in the form attached hereto as Exhibit “A” or with such non-substantive changes as may be approved by the Solicitor. Any actions already taken by this Township in accordance with the terms of the Intermunicipal Agreement and this Ordinance are hereby ratified.
- B. The appropriate officers and representatives of this Township are hereby authorized to take such other action as may be necessary to carry out the purposes of this Ordinance in connection with the implementation of the Intermunicipal Agreement.

SECTION FOUR: FINDINGS REQUIRED BY INTERGOVERNMENTAL COOPERATION ACT. As required by the Intergovernmental Cooperation Act requirements, the following determinations have been made:

- A. The conditions of the Agreement shall be substantially as set forth within the herein referenced Intermunicipal Agreement;
- B. The Intermunicipal Agreement shall be effective upon execution by all of the entities identified with a commencement date as set forth in the Agreement;
- C. The purposes and objectives of the Intermunicipal Agreement are to provide for a paving project located within both Townships;
- D. No new entity is proposed to be formed;
- E. No real property is proposed to be acquired in the Intermunicipal Agreement;
- F. The Intermunicipal Agreement does not anticipate the hiring of employees or the need for employee insurance or other employee benefits.


SECTION FIVE: SEVERABILITY. If any sentence, clause, section, or part of this Resolution is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution. It is hereby declared as the intent of this Township that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof had not been included therein.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be effective and in full force as provided by law.

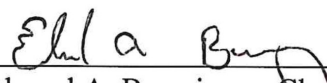
Adopted this 18th day of March, 2024.

BOARD OF SUPERVISORS
NORTH LEBANON TOWNSHIP

ATTEST:
(SEAL)



Lori A. Books, Secretary



Edward A. Brensinger, Chairman

**INTERMUNICIPAL AGREEMENT
FOR 2024 ROAD PAVING PROJECTS**

THIS INTERMUNICIPAL AGREEMENT, made this 18th day of March, 2024, by and between **WEST LEBANON TOWNSHIP**, a First-Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania and situated within Lebanon County, Pennsylvania, with a business address of 322 North 22nd Street, Lebanon, PA 17046 (hereinafter referred to as “West Lebanon”); and

NORTH LEBANON TOWNSHIP, a Second-Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania and situated within Lebanon County, Pennsylvania, with a business address of 725 Kimmerlings Road, Lebanon, PA 17046 (hereinafter referred to as “North Lebanon”).

WHEREAS, North Lebanon and West Lebanon shall be referred to collectively herein as “Townships”; and

WHEREAS, the Townships desire to enter into said Agreement for the paving of a portion of North 25th Street from Union Canal Drive southward to the tunnel, which portion of North 25th Street is located entirely within West Lebanon; and

WHEREAS, the Townships each intend to adopt a Resolution to implement an Intermunicipal Agreement (the “Agreement”) between North Lebanon and West Lebanon related to potential paving projects for 2024.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of whereof is hereby acknowledged, Townships hereby agree as follows:

SECTION ONE: The **Whereas** clauses set forth above are incorporated herein by reference as if fully set forth and intending to be an integral part hereof.

SECTION TWO: North Lebanon's 2024 paving schedule includes, *inter alia*, paving a portion of Union Canal Drive adjacent to North 25th Street and other roads in the vicinity located entirely within North Lebanon.

SECTION THREE: West Lebanon has indicated its interest in paving, during 2024, North 25th Street from Union Canal Drive southward to the tunnel, which portion of North 25th Street is located entirely within West Lebanon.

SECTION FOUR: Townships have agreed that North Lebanon shall take the necessary steps to receive bids to pave the streets within the designated North Lebanon Paving Project for 2024, as well as the portion of North 25th Street located within West Lebanon.

SECTION FIVE: As soon as practicable following bid opening, North Lebanon shall provide to West Lebanon the bids for the portion of the project located in West Lebanon, and West Lebanon shall determine whether to award that part of the project.

SECTION SIX: Upon agreement as to the paving bids received, North Lebanon Township shall award the bids to the lowest responsible bidder in accordance with the applicable law.

SECTION SEVEN: The Townships agree to be equally responsible for the attorney fees and costs associated with the preparation of this Intermunicipal Agreement, the Resolution authorizing the Intermunicipal Agreement, and the advertising costs associated with the bid notice. West Lebanon shall pay an administrative fee of \$75.00 to North Lebanon to compensate for staff time in preparing the bid documents and related tasks.

SECTION EIGHT: West Lebanon Township agrees to be solely responsible for the payment of all costs associated with the paving of North 25th Street from Union Canal Drive southward to the tunnel. West Lebanon will supervise, inspect, and approve all the work on the portion of North 25th Street located in West Lebanon.

SECTION NINE: North Lebanon agrees it shall be solely responsible for the cost associated with the paving of all streets within North Lebanon Township designated for paving in 2024.

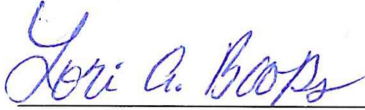
SECTION TEN: This Intermunicipal Agreement is subject to approval of the governing body of each municipality in a public meeting. Each municipality will adopt a Resolution pursuant to and in accordance with the provisions of the laws of the Commonwealth of Pennsylvania, for their purpose of authorizing execution and implementation of this Intermunicipal Agreement.

SECTION ELEVEN: This Intermunicipal Agreement may be executed in one or more counterparts and shall be effective as such.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the year and date first set forth above.

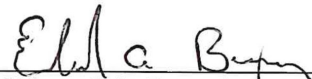
ATTEST:

(SEAL)



Lori A. Books, Secretary

NORTH LEBANON TOWNSHIP

BY: 
Edward A. Brensinger, Chairman

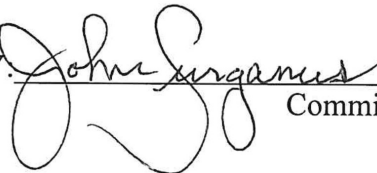
ATTEST:

(SEAL)



Antoinette Issis, Secretary

WEST LEBANON TOWNSHIP

BY: 
Commissioner