

Chapter 12

INTERGOVERNMENTAL AGREEMENTS

[HISTORY: Adopted by the Board of Supervisors of the Township of North Londonderry as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Municipal authorities — See Ch. 5.
Parks and recreation — See Ch. 90.
Private sewage disposal systems — See Ch. 110.
Public sewers — See Ch. 114.
Vehicles and traffic — See Ch. 140.

ARTICLE I

Susquehanna Municipal Trust

[The current Susquehanna Municipal Trust agreement is on file in the Township offices.]

§ 12-1. through § 12-4. (Reserved)

ARTICLE II

North Londonderry Township Authority/Palmyra Borough Treatment Agreement [Adopted 12-15-2008 by Ord. No. 149 (Ch. 12, Art. II, of the 1991 Code)]

§ 12-5. Entrance into agreement.

This Township shall enter into a treatment agreement (the "agreement") with North Londonderry Township Authority (the "Authority") on the one hand, and the Borough of Palmyra, Lebanon County, Pennsylvania (the "Borough"), on the other hand, whereby, inter alia, the Authority and/or this Township will covenant and agree to acquire, to construct, to own and to operate certain sanitary sewage treatment and disposal system facilities required for rendering sewage treatment and disposal services in and for this Township and the Borough, and the Authority, the Borough and this Township will make certain covenants and agreements with respect thereto, including the enforcing of requirements for connection to and use of such sanitary sewage treatment and disposal system facilities; the payment of certain sums to the Authority and this Township in accordance with the agreement; and other related matters. The agreement shall be substantially in the form presented to this meeting, which agreement and the form thereof are approved.

§ 12-6. Approval of agreement; copy on file.

This Township shall enter into the agreement, substantially in the form presented to this meeting, which form is approved; and a copy of the agreement in the form so presented and approved shall be filed with this Township's Secretary and made available for inspection at reasonable times by interested persons requesting such inspection, together with such changes and modifications thereof as are approved by the officers of this Township executing and delivering

the same, which approval conclusively shall be deemed to have been given upon execution and delivery thereof.

§ 12-7. Execution of agreement.

The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary of this Township, as applicable, are authorized and directed to execute, to attest and to deliver the agreement, substantially in the form referred to in § 12-6.

§ 12-8. Other actions.

Proper officers of this Township are authorized and directed to execute all documents and to do all other acts that may be necessary and proper to carry out this article and the undertakings of this Township in the agreement.

ARTICLE III
Palmyra Area Recreation and Parks Commission Agreement
[Adopted 6-20-2011 by Ord. No. 161]

§ 12-9. Incorporation by reference.

The caption of and recitals to this article as set forth above are incorporated herein by reference.¹

§ 12-10. Entrance into agreement.

This Municipality agrees that Palmyra Borough, North Londonderry Township, South Londonderry Township, and Palmyra Area School District shall join with each other in accordance with the Pennsylvania Intergovernmental Cooperation Act by entering into the agreement and addendum to agreement which is adopted by reference with the same effect as if it had been set out verbatim in this section. A copy of the agreement and addendum to agreement shall be filed with the official records of the Municipality.

§ 12-11. Authority to enter into agreement.

This Municipality is authorized to enter into the agreement and addendum to agreement for the purposes contained therein. This action is to be taken by the officials or employees of this Municipality designated for this purpose, pursuant to general or specific instructions issued by the governing body.

§ 12-12. Findings and determinations.

As required by the Intergovernmental Cooperation Act,² the following matters are specifically found and determined:

- A. The conditions of the intermunicipal agreement and addendum to agreement are set forth in the agreement and addendum to agreement referenced in § 12-10.

1. Editor's Note: A full copy of Ord. No. 161, which adopted this article, including the caption and recitals thereof, is on file in the Township offices.

2. Editor's Note: See 53 Pa.C.S.A. § 2301 et seq.

- B. The agreement and addendum to agreement shall commence on January 1, 2010, and shall continue for a term of five (5) years ending December 31, 2015. After the initial five (5) year term, any of the parties may withdraw from the agreement and addendum to agreement at the end of any calendar year by giving written notice of such withdrawal to all other parties and to the Commission one (1) year prior to the proposed withdrawal.
- C. The purposes and objectives of the agreement and addendum to agreement are to provide a framework and mechanism to adequately maintain community recreation and parks services and facilities and to organize, sponsor and supervise community events and to prevent duplication of effort.
- D. Each municipality shall make contributions to the Commission as set forth in the agreement and addendum to agreement. Each municipality and the school district shall make available, without charge, for use by the Commission, certain properties.
- E. No new entity is proposed to be formed. The Commission, an existing entity, shall continue. The manner of making appointment to the Commission shall be as set forth in the agreement and addendum to agreement.
- F. No real property is proposed to be acquired under the agreement and addendum to agreement. Each party shall own and maintain its property.
- G. Each party and the Commission have the power to enter into contracts for policies for insurance and other employee benefits.

§ 12-13. Modification of agreement.

The Board of Supervisors reserves the right to modify, supplement or amend the agreement and addendum to agreement from time to time by resolution or ordinance.

§ 12-14. Authority to modify agreement.

The Board of Supervisors is authorized to take such other action as may be necessary to carry out the purposes of this article in connection with the implementation of the agreement and addendum to agreement.

§ 12-15. Ratification of other agreements.

All other intergovernmental agreements between this municipality and the other parties presently existing are hereby ratified and confirmed to the extent such agreements are not inconsistent with the agreement and addendum to agreement authorized herein.

ARTICLE IV
State Route 422 Multijurisdictional Signal System Agreement
[Adopted 6-20-2011 by Ord. No. 161]

§ 12-16. Authorization of ordinance.

This article is authorized by the Intergovernmental Cooperation Act, 53 Pa.C.S.A. § 2301 et. seq.

§ 12-17. Adoption of agreement.

The Cooperative Memorandum of Agreement between North Annville Township, the Lebanon County Planning Department, the Borough of Palmyra, North Londonderry Township, Annville Township, South Annville Township, and the Borough of Cleona (hereinafter "agreement"), which is adopted by reference with the same effect as if it had been set forth verbatim in this section. A copy of the agreement shall be filed with the official records of North Londonderry Township.

§ 12-18. Authorization to execute.

The appropriate members of the municipal body and any representatives thereof are hereby authorized to execute the agreement. The appropriate members of the Board of Supervisors are further authorized to do whatever is necessary and appropriate to carry out the provisions of the agreement and this article, and to comply with the purpose and intent of the agreement and this article. Any actions already taken by North Londonderry Township in accordance with the terms of the agreement and this article are hereby ratified.

§ 12-19. Conditions of agreement.

The agreement is contingent upon the governing body of each municipality granting approval at a public meeting pursuant to and in accordance with the Intergovernmental Cooperation Act, 53 Pa.C.S.A. § 2301 et. seq. The agreement is also contingent upon its proper execution by all parties to the agreement, along with the Commonwealth receiving the necessary funds and proceeding with construction and implementation of the multijurisdictional signal system.

§ 12-20. Duration of agreement.

The agreement shall remain in place for the life of the multijurisdictional signal system, unless terminated by the party or parties in accordance with the terms and provisions of the agreement.

§ 12-21. Purpose and objectives of agreement.

The purpose and objectives of the agreement include, but are not limited to, the following:

- A. To establish a collaborative maintenance support and operational oversight program for no less than a three-year period upon completion of the testing and operational support period of the multijurisdictional signal system.
- B. To support the interoperability and compatibility of the multijurisdictional signal system by requiring future enhancements and upgrades to the multijurisdictional signal system.
- C. To coordinate as needed to maximize safe and efficient multijurisdictional signal system operations for the life of the system.
- D. To perform such other activities as the parties to the agreement mutually agree may be undertaken which are related to the objectives identified above.

§ 12-22. Manner and extent of financing agreement.

The manner and extent of financing for the agreement includes, but is not limited to, the following:

- A. The construction and implementation of the multijurisdictional signal system will be funded by proceeds received by the commonwealth through Federal Highway Administration funding.
- B. Communication fees will be the responsibility of the collaborative maintenance support and operational oversight program directed and funded by the Lebanon County Planning Department.
- C. Electric utility fees will be the responsibility of each municipality or other third parties.
- D. Any incidental costs associated with providing power to the adaptive controller and system computer located in the North Londonderry Township Office will be funded by North Londonderry Township.
- E. Developers or other transportation enhancement projects will fund, at the discretion of the parties to the agreement, the following:
 - (1) Furnish and install adaptive control and communication equipment at the approval of the Commonwealth and the parties to the agreement to all new signals installed within one-half (1/2) mile of the multijurisdictional signal system or all new signals installed within one (1) mile of the multijurisdictional signal system if the proposed development will impact the intersection.
 - (2) Maintain system timing plan cycle lengths in traffic impact analyses if the impact (as defined in Paragraph 6 of the agreement) of the development does not extend beyond four intersections with the multijurisdictional signal system coverage area.
 - (3) Analyze the impact on the entire multijurisdictional signal system if the proposed development has an impact on more than four intersections within the multijurisdictional signal system coverage area.
 - (4) Provide materials and equipment necessary to meet operational compatibility (as defined in Paragraph 5 of the agreement).

§ 12-23. Organizational structure.

The oversight and implementation of the terms of the agreement shall be by and through the Lebanon County Planning Department.

§ 12-24. Acquisition, management, licensing or disposition of property.

The agreement does not authorize the parties to the agreement to purchase real or personal property. Any maintenance to the Communication and Adaptive Control System shall be in accordance with relevant PennDOT publications.

§ 12-25. Authority to enter into contracts.

The parties to the agreement are empowered to enter into contracts for policies of group insurance and employee benefits, including social security, for any employees. No such employees are anticipated by the parties to the agreement.