

**UPPER PROVIDENCE TOWNSHIP
DELAWARE COUNTY**

RESOLUTION 2024-22

**A RESOLUTION APPROVING AN INTERMUNICIPAL COOPERATION PAVING
AGREEMENT AND AUTHORIZING THE EXECUTION OF SUCH AGREEMENT**

BE IT RESOLVED, by Upper Providence Township (the "Municipality"), that a certain Intermunicipal Cooperation Agreement by and among the Municipality, the Township of Nether Providence and the County of Delaware relating to cost sharing for paving work on S. Ridley Creek Road, is hereby approved, and the appropriate officers of the Municipality and hereby authorized and directed to execute such Agreement by and on behalf of the Municipality.

IN WITNESS WHEREOF, this Resolution is approved as of the 28th day of May, 2024.

UPPER PROVIDENCE TOWNSHIP

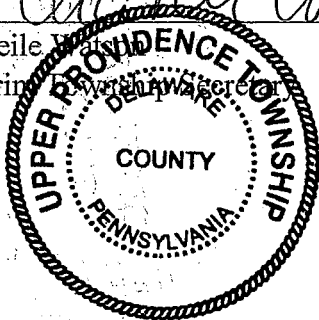
By: Kimberly Fremont
Kimberly Fremont, Vice Chairperson
Township Council

ATTEST:

By: Charles Watson

Mareile Watson

Interim Township Secretary



INTERMUNICIPAL COOPERATION PAVING AGREEMENT

This INTERMUNICIPAL COOPERATION PAVING AGREEMENT (this "Agreement") is made by and among the Upper Providence Township (the "UP Township"), the Township of Nether Providence (the "NP Township") and the County of Delaware (the "County").

WHEREAS, in connection with the reconstruction of the Manchester Road bridge by the County, traffic has been detoured down S. Ridley Creek Road from NP Township into UP Township, with resulting deterioration on the sides of the roads from the additional traffic; and

WHEREAS, the parties have met for purposes of discussing a fair and equitable allocation of costs for repairing S. Ridley Creek Road among the parties; and

WHEREAS, since NP Township has an active paving program in effect at the time of this Agreement and a paving contractor under contract at present, NP Township will undertake responsibility for repaving S. Ridley Creek Road under such contract; and

WHEREAS, the parties desire to memorialize their agreement as to how costs for this project will be allocated.

WHEREAS, municipalities are authorized to enter into intermunicipal cooperation agreements pursuant to 53 P.S. 2301, et. seq., and such agreements are required to be approved by ordinances or resolutions of the governing bodies of the municipalities; and

NOW, THEREFORE, the parties hereto, in consideration of the foregoing, intending to be legally bound, hereby agree as follows:

1. Paving. NP Township shall direct its paving contractor (A.F. Damon) to restore the base layer and pave such portion of S. Ridley Creek Road as is indicated on the map attached hereto as Exhibit "A.". NP Township shall also direct A.F. Damaon to separately account for and prepare a separate invoice for the work done hereunder. The exact cost for the work shall be determined based on the bid awarded for the 2024 Road Paving Program and will break out separate costs for base restoration and for paving.

3. Supervision and Inspection. NP Township shall be responsible for the supervision and inspection of the paving work to ensure it meets the specifications and standards set forth in the bid documents. UP Township shall have the right to conduct its own inspections.

4. Cost Sharing. Upon receipt of the invoice for the work governed by this Agreement, each of NP Township and UP Township shall be responsible for fifty percent (50%) of the costs attributable to base restoration and the County shall be responsible for one hundred

percent (100%) of the costs attributable to the paving. To the extent the invoice contains any additional charges other than for base restoration or paving, any such costs shall be equally borne by the parties hereto in one-third amounts.

5. Liability and Indemnification. Each party agrees to be responsible for its own acts and omissions and those of its officials, employees, and agents.

6. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

(b) This Agreement may not be amended or modified except by a written instrument executed by all parties.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Intermunicipal Cooperation Paving Agreement to be executed by their duly authorized officers as of the respective dates set forth below.

ATTEST:

COUNTY OF DELAWARE

By: _____

By: _____

DATE: _____, 2024

ATTEST:

TOWNSHIP OF NETHER PROVIDENCE

By: _____

By: _____

DATE: _____, 2024

ATTEST:

UPPER PROVIDENCE TOWNSHIP

By: Charles Watson
Mareile Watson, Interim Township Secretary

By: Kimberly Fremont
Kimberly Fremont, Vice Chairperson

DATE: 5/28, 2024

