

ORDINANCE NO. #ORD- -2013-3

AN ORDINANCE OF THE WEST NEWTON BOROUGH COUNCIL OF THE COUNTY OF WESTMORELAND, PENNSYLVANIA, PROVIDING FOR ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH WESTMORELAND COUNTY FOR THE PURPOSE OF INSPECTING PARKING METERS BY WESTMORELAND COUNTY FOR WEST NEWTON BOROUGH.

WHEREAS, Westmoreland County and West Newton Borough, located in Westmoreland County, Pennsylvania, desire to enter into an Intergovernmental Cooperation Agreement for Westmoreland County to inspect parking meters for West Newton Borough ; and

WHEREAS, said municipality, for the purposes of carrying out the provisions of the Intergovernmental Act into effect, deems it appropriate to enter into such Agreement.

NOW, THEREFORE, it is hereby ENACTED and ORDAINED by the Board of Commissioners of the County of Westmoreland, Pennsylvania, as follows:

SECTION 1
AGREEMENT

1. West Newton Borough hereby resolves to enter into an Intergovernmental Cooperation Agreement with Westmoreland County for the inspection of parking meters for West Newton Borough.
2. West Newton Borough hereby approves entering into an Agreement, a copy of which is attached hereto and incorporated herein by reference, and which shall be filed with the minutes of the meeting at which this Ordinance is enacted, with the intent that West Newton Borough shall be bound by the Agreement.
3. West Newton Borough shall execute and deliver said Agreement to carry forth the Agreement and the transactions to be effected under the Agreement.

SECTION 2
CONSTITUTIONALITY

In the event that any provision of this Ordinance shall be declared unconstitutional or otherwise invalid by any court or other forum of appropriate jurisdiction, the remainder of this Ordinance shall remain in effect.

SECTION 3
EFFECTIVE DATE.

This Ordinance shall become effective immediately with the first annual license period beginning March 1, 2013.

ORDAINED AND ENACTED this 10th day of June, 2013.

West Newton Borough

George Molovich, President

ATTEST:

Pamela M. Humenik, Borough Secretary

ATTEST

I, Pamela M. Humenik, Secretary/Treasurer of West Newton Borough hereby attest that the foregoing document is a true and correct copy of the ordinance proposed for adoption by the West Newton Borough Council at a public meeting of said Board scheduled for June 10, 2013.

Date: _____

Pamela M. Humenik, Borough Secretary

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT made this 10th day of June, 2013, between the COUNTY OF WESTMORELAND, a political subdivision of the Commonwealth of Pennsylvania, having its principal offices at 2 North Main Street, Suite 101, Greensburg, Westmoreland County, Pennsylvania 15601 (hereinafter referred to as "THE COUNTY"),

AND

THE West Newton Borough, a political subdivision of the Commonwealth of Pennsylvania, having its principal offices at 112 South Water Street, West Newton, Pa. (hereinafter referred to as "THE MUNICIPALITY").

WITNESSETH:

WHEREAS, pursuant to Act 169 of 2012, municipalities are required to inspect their parking meters at a minimum of once every sixty (60) months; and

WHEREAS, pursuant to Act 169 of 2012, parking meters can be inspected by only those certified by the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Weights and Measures; and

WHEREAS, the inspectors for the Westmoreland County Department of Weights and Measures are certified by the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Weights and Measures to inspect parking meters; and

WHEREAS, THE MUNICIPALITY desires to have THE COUNTY inspect their parking meters; and

WHEREAS, THE COUNTY is agreeable to have the inspectors from the Westmoreland County Department of Weights and Measures perform such inspections.

THEREFORE, intending to be legally bound hereby,

1. The parties agree that inspectors from THE COUNTY shall inspect the parking meters of THE MUNICIPALITY in accordance with Act 169 of 2012 to occur at a time mutually determined by the parties.
2. The inspections shall occur in a mutually agreeable central location. Said location shall be at a location where the inspection will not be interrupted and the location will be clean, well lit and have a regulated temperature.
3. THE MUNICIPALITY shall be responsible for transporting the meter heads to and from the room where the inspections are to occur.

4. The cost of the one inspection required every sixty months shall be free of charge if THE MUNICIPALITY has paid the applicable annual license fee required by Westmoreland County Ordinance No. 1 of 2013. Any additional inspections to be performed shall be billed at the rate of the licensing fee for the applicable year of the inspection.
5. THE MUNICIPALITY agrees to keep any meters that do not pass inspection out of service until said meter(s) are repaired and pass inspection. At the option of THE MUNICIPALITY, THE MUNICIPALITY may dispose of any meter that does not pass inspection.
6. THE MUNICIPALITY shall be given an inspection report which identifies the meters that passed and the meters that failed. Both a representative of THE COUNTY and THE MUNICIPALITY must sign the report. THE COUNTY shall provide a copy of the signed report to the MUNICIPALITY. THE MUNICIPALITY acknowledges that it has the responsibility to retain said report in accordance with guidelines established by the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Weights and Measures and shall provide a copy to the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Weights and Measures if requested.
7. The parties shall comply with applicable law.
8. The term of this Agreement shall begin after signing by both parties and run through and until December 31, 2017, with an option to renew for an additional five (5) years. Either party may terminate this agreement by providing the other party with 90 day notice prior to the intended termination date. Send notices shall be sent by certified mail to Westmoreland County Department of Weights and Measures and the Mayor and/or Council President of THE MUNICIPALITY.
9. Each party shall maintain liability insurance on its own employees and equipment and shall be solely liable for the actions of its employees.
10. To the extent the parties are not immune under applicable law each party, its successors and assigns shall protect, defend, indemnify and hold harmless the other party, the elected officials, and its officers and employees from and against all liabilities, actions, damages, claims, demands, judgments, losses costs, expenses, suits or actions, including attorney fees in any lawsuit, including appeals, for personal injury, death of any person or persons, or loss or damage to property arising out of the negligence or willful misconduct of that party, its successors or assigns, elected officials, and its officers and employees.

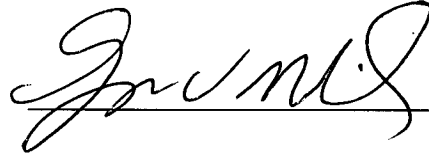
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned.

COUNTY OF WESTMORELAND
BOARD OF COMMISSIONERS

ATTEST:

Chief Clerk

BOROUGH OF WEST NEWTON



Attest:

