

**TOWNSHIP OF FAIRFIELD
WESTMORELAND COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-2

**A RESOLUTION TO AUTHORIZE AN
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE LIGONIER
TOWNSHIP MUNICIPAL AUTHORITY TO
DESIGNATE A DEFINED SERVICE AREA AND AUTHORIZE THE INVESTIGATION
OF ECONOMIC AND PRACTICAL FEASIBILITY OF THE INSTALLATION OF
PUBLIC WATER SERVICE IN
THE DEFINED SERVICE AREA WITHIN FAIRFIELD TOWNSHIP**

WHEREAS, Fairfield Township is organized and existing under the Pennsylvania Second Class Township Code, 53 P.S. § 65101, et seq. (hereinafter “Code”); and

WHEREAS, the Section 1507 of the Code allows Fairfield Township to enter into intergovernmental cooperation agreements with other municipal entities in accordance with the provisions of Intergovernmental Cooperation regulations set forth in 53 Pa. C.S.A. §§ 2301-2317; and

WHEREAS, the provisions of 53 Pa. C.S.A. § 2305(a) specifically allow Fairfield Township to enter into an Intergovernmental Cooperation Agreement to delegate certain municipal functions, powers or responsibilities to another governmental unit, local government or authority; and

WHEREAS, the provisions of Sections 2601 through 2614 of the Code (53 P.S. §§ 67601 – 67614) grant Fairfield Township the authority to authorize the construction of water lines and the provision of water services by other entities; and

WHEREAS, the Board of Supervisors now wish to authorize an Intergovernmental Cooperation Project Development Agreement with the Ligonier Township Municipal Authority to do the following:

- a) Designate a proposed Service Area for public water service;
- b) Undertake an investigation into the feasibility and expense of providing public water service to the proposed Service Area; and
- c) Proceed with the provision of public water service if the same is determined to be feasible.

NOW, THEREFORE, BE IT RESOLVED by the Fairfield Township Board of Supervisors at a public meeting duly assembled that the Chairman of the Board of Supervisors and Township Secretary be and hereby are authorized to enter into the Intergovernmental Cooperation Project Development Agreement with the Ligonier Township Municipal Authority in the form as attached hereto, made a part hereof by referenced, and marked as Exhibit "A."

RESOLVED at a public meeting duly assembled the 8th day of January 2026.

TOWNSHIP OF FAIRFIELD

By: Paul J. Altimus
Chair

ATTEST:

Dani Fonteyn
Secretary
(Township Seal)

INTERMUNICIPAL PROJECT DEVELOPMENT AGREEMENT

THIS AGREEMENT dated as of the ____ day of _____, 2026,

by and between:

LIGONIER TOWNSHIP MUNICIPAL AUTHORITY
(hereinafter called "LTMA") having a mailing address for all purposes and notices hereunder of One Municipal Park Drive, Ligonier, PA 15658, and

TOWNSHIP OF FAIRFIELD (hereinafter called "Fairfield") having a mailing address for all purposes and notices hereunder of 159 Midget Camp Road, Bolivar, PA 15923.

WITNESSETH:

WHEREAS, LTMA is a Municipal Authority of the Commonwealth of Pennsylvania duly organized pursuant to the Municipality Authorities Act, 53 Pa. C.S.A. § 5601 et seq., to provide public water and sewage service primarily to properties in Ligonier Township; and

WHEREAS, The Township of Fairfield is a Second Class Township, pursuant to the Second Class Township Code, 53 P.S. § 65101 et seq.; and

WHEREAS, the Township of Ligonier and the Township of Fairfield are adjoining Municipalities in Westmoreland County, Pennsylvania; and

WHEREAS, LTMA owns and operates a potable water treatment and distribution system (hereinafter called "Water System") in Ligonier Township; and

WHEREAS, a need exists for a potable water supply in Fairfield Township; and

WHEREAS, LTMA is willing to investigate the economic and practical feasibility of constructing water lines from its Water System to provide public water service to certain areas of Fairfield Township and, if feasible, to construct these water lines; and

WHEREAS, the parties agree that it is in each of their respective interests to explore the economic and practical feasibility of LTMA extending its Water System to Fairfield Township (the "Project") including to the area of Fairfield Township set forth on a certain map attached hereto marked "Exhibit A" (the "Service Area") and incorporated herein by reference thereto; and

WHEREAS, Pennsylvania law permits LTMA to enter into this intermunicipal agreement pursuant to, inter alia, the Municipality Authorities Act, 53 Pa. C.S.A. §5601 et seq.

EXHIBIT

WHEREAS, Pennsylvania law permits Fairfield to enter into this intermunicipal agreement pursuant to, inter alia, the Intergovernmental Cooperation Law, 53 Pa. C.S.A. § 2301 et seq.

WHEREAS, the parties have negotiated certain understandings which they intend to document by these presents;

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein and the mutuality thereof, and intending to be legally bound hereby, the parties mutually agree as follows:

1. The foregoing preamble and paragraphs are incorporated herein by reference hereto.

2. LTMA shall undertake all work on the Project and shall be responsible for all costs associated with the Project including the costs of design, permitting, borrowing, and construction of the Project subject to the terms herein.

3. Fairfield shall permit LTMA to construct water lines and related necessary water system appurtenances within Fairfield Township to provide water from LTMA's Water System and the Project to property owners in the Service Area.

4. The parties agree that each shall pass all required resolutions and Fairfield shall enact all required Resolutions and/or Ordinances as set forth in 53 Pa. C.S. 2305(a) to authorize execution of this Agreement and to effectuate the purposes and terms of this Agreement.

5. Fairfield recognizes LTMA as the exclusive provider of public water service in the Service Area for the duration of this Agreement and, if constructed and operational, during the duration of LTMA's operation of the Water System in the Service Area.

6. Any property owner served in Fairfield Township by LTMA shall become a customer of LTMA, subject to LTMA's rates for water service and LTMA's rules and regulations. Any tapping fees that may be collected from customers in the Service Area shall be retained by LTMA.

7. Any water lines and related appurtenances constructed as part of the Project, whether located in Fairfield or in Ligonier Township, shall be owned and maintained by LTMA.

8. Fairfield shall cooperate with LTMA and its agents in all phases of the Project from the date of this Agreement up to and including the completion of the Project and the operation of the Water System in Fairfield.

9. No owner of property in Fairfield shall be required to connect to the Project and Water System in Fairfield unless a majority of the Fairfield Supervisors determine that the enactment of a mandatory tap in ordinance, or other mechanism to require customers to connect to the Water System, is in the best interests of Fairfield.

10. Fairfield and LTMA shall work to acquire easements and property in Fairfield for the Project, but if, in LTMA's sole discretion, it becomes necessary for Fairfield to acquire property interests by utilizing its power of eminent domain for the Project, Fairfield agrees to do so. Any compensation or damages owed to any property owner in Fairfield because of the taking shall be paid by Fairfield.

11. Because such matters as the cost and feasibility of the Project are not yet known, LTMA shall at all times have the sole discretion to determine whether to proceed with the Project, and LTMA shall have the exclusive right to terminate this Agreement and the Project at any time, for any reason.

12. In the event that any funding source for the Project, including governmental entities offering loans and/or grants, requires Fairfield to join with LTMA in executing funding documents or to assume potential financial liability, Fairfield shall exercise good faith in considering whether it is in the best interests of Fairfield and customers in Fairfield to execute such funding documents. In no event shall Fairfield be required to join in any financing or borrowing related to the Project.

13. In the event that Fairfield materially breaches this Agreement, Fairfield shall be liable for damages including, but not limited to, compensation to LTMA for all amounts LTMA expended in furtherance of the Project, from the date of this Agreement forward, including engineering fees, legal fees, permitting fees, amounts paid for property acquisition, and amounts paid for labor and materials. A material breach of this Agreement by Fairfield shall include, but not be limited to, and of the following: (1) Fairfield interfering with LTMA's efforts on the Project; (2) Fairfield prohibiting LTMA from constructing the Project; (3) Fairfield permitting another public entity to provide water service to properties in the Service; (4) Fairfield authorizing new private water service upon or to properties in the Service Area where the principle structure lies within one hundred fifty feet (150 ft) of the Water System and where Fairfield has also adopted a mandatory water service connection ordinance; (5) Fairfield failing to undertake any action required by this Agreement including passing any require resolution or enacting any Ordinance; and (6) Fairfield prohibiting LTMA to provide water service to properties in Fairfield for any reason whatsoever.

14. In consideration of the parties entering into this Agreement and for the promises, covenants and agreements set forth therein and the mutuality thereof, and intending to be legally bound hereby, Fairfield agrees to permit LTMA the option to be the provider of sewage service to residents of Fairfield if: (1) Fairfield determines that it desires to have public sewage service to properties in Fairfield within the Service Area; or (2) the Pennsylvania Department of Environmental Protection, or other governmental agency, requires Fairfield to provide sewage service to some or all of Fairfield within the Service Area. If either of the preceding events occurs, Fairfield shall notify LTMA in writing as soon as practicable, and LTMA shall have 90 days to determine whether to exercise its right to provide sewage service to Fairfield within the Service Area. If LTMA desires to exercise this option, LTMA shall provide notice to Fairfield in writing within this time period. Nothing shall require LTMA to provide sewage service to Fairfield and the decision to do so or not is entirely LTMA's decision.

15. The term of this Agreement (the "Term") shall be for fifty (50) years from the date of this Agreement, provided that the Term shall automatically renew at said expiration for an additional fifty (50) years unless either party objects to said renewal in writing, with said writing to be submitted to the other party at least twelve (12) months prior to the date established for such expiration.

16. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. This agreement may be amended, modified and/or supplemented only by an instrument in writing executed by all of the parties hereto.

18. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

19. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

20. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, pursuant to proper authorization of and by its governing body, has caused this agreement to be executed by its duly authorized officers as of the day and year first written above.

ATTEST:

LIGONIER TOWNSHIP MUNICIPAL
AUTHORITY

Secretary
(Official Seal)

Chairman

ATTEST:

TOWNSHIP OF FAIRFIELD

Secretary
(Official Seal)

Chairman, Board of Township Supervisors



EXHIBIT A - SERVICE AREA MAP

SCALE: 1" = 1000' GRAPHIC SCALE
1000 500 0 500 1000



LEGEND
MUNICIPAL BOUNDARY -----
SERVICE AREA