

FAIRFIELD TOWNSHIP
WESTMORELAND COUNTY, PENNSYLVANIA

RESOLUTION NO. 5-2025

WHEREAS, Fairfield Township ("Township") has received a grant in the amount of \$350,000.00 from the Commonwealth Financing Authority to assist the Fairfield Township Volunteer Fire Company No. 1 ("VFD") and facilitate improvements pursuant to the Firehall Heating Upgrade Project ("Project"); and

WHEREAS, the Township has determined to assist in the submission of payment requests on behalf of the VFS and to designate the VFD to oversee and manage the Project; and

WHEREAS, the Township and VFD desire to enter into a Cooperation Agreement to share or allocate costs, expenses and responsibilities for the Project under §1507 of the Pennsylvania Second Class Township Code, 53 P.S. §66507, as amended; and

WHEREAS, the parties desire to enter into said Cooperation Agreement generally in the format attached hereto, made a part hereof by reference, and marked as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfield Township, hereby authorizes the execution of the Cooperation Agreement, generally in the format attached as Exhibit "A" hereto; and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the execution of any other necessary and accessory agreements with the VFD, the Commonwealth Financing Authority or any similar entity in order to facilitate the Project.

RESOLVED at a public meeting of the Board of Supervisors of Fairfield Township, duly assembled this 8th day of May, 2024.

Fairfield Township
Board of Supervisors

By: Augie Hartley
Chairman

ATTEST:

Carrie Fortlinger

Secretary
(Seal of the Township)

COOPERATION AGREEMENT

THIS AGREEMENT, is made and entered by and between **THE FAIRFIELD TOWNSHIP VOLUNTEER FIRE COMPANY NO. 1**, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal mailing address at 5414 Route 711, New Florence, Westmoreland County, Pennsylvania, 15944 (hereinafter referred to as "VFD"),

A N D

THE TOWNSHIP OF FAIRFIELD, a municipal corporation and political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal mailing address of 159 Midget Camp Road, Bolivar, Pennsylvania 15923 (hereinafter referred to as "Township").

WITNESSETH:

WHEREAS, the VFD is the recognized fire service for the Township and provides necessary services for the benefit of Township residents; and

WHEREAS, certain repairs and improvements are necessary for the continued use of the VFD facilities in order to maintain the current level of services provided by the VFD; and

WHEREAS, the Township, on behalf of the VFD, made application to the Commonwealth Financing Authority for a grant to facilitate improvements pursuant to the Firehall Heating Upgrade Project ("Project"); and

WHEREAS, the Township is the recipient of a grant from the Commonwealth Financing Authority for the Project in the amount of \$350,000.00; and,

WHEREAS, the parties hereto have determined that the efficient administration and construction of the Project will be served by designating the VFD to manage all bidding and construction and for the Township to handle all billing and other submissions under the terms of the Local Share Account Grant Contract ("Contract") between the Township and the Commonwealth Financing Authority; and

WHEREAS, the VFD and the Township are authorized to enter into Intergovernmental Cooperation Agreements to share or allocate costs, expenses, and responsibilities for the project under the authority of Section 1507 of the Pennsylvania Second Class Township Code, 53 P.S. §66507, as amended.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **VFD Responsibilities.** The VFD will be responsible for the engineering, design and preparation of construction specifications for the Firehall Heating Upgrade Project ("Project") including the following:
 - a. General management of the Project;
 - b. Engineering services for the preparation of drawings;
 - c. Obtaining all necessary permits;
 - d. To the extent necessary, solicitation of public bids for project construction;
 - e. Compliance with all statutory and grant requirements;
 - f. Submission of invoices to the Township;
 - g. General construction oversight throughout the Project; and,
 - h. All other general management and construction services for the construction of the Project.
2. **Oversight and Inspection of Work.** All work performed on the Project shall be independently overseen and inspected by the VFD, its agents, workmen and assigns based on schedules prepared and implemented by the VFD. All costs incurred in the oversight and inspection of the work by the VFD's employees, agents, workmen and assigns shall be charged directly to the VFD for payment.
3. **Payment.** All pay estimates associated with the Project will be submitted by the VFD to the Township for approval and payment and further submitted by the Township for appropriate reimbursement under the terms of the Contract.
4. **Indemnification.** The VFD agrees to hold harmless, indemnify and defend the Township from and against any and all claims or causes of action arising from, or in any way related to, the work performed on the Project and/or the administration of the terms of any contract relating to same.
5. **Severability.** In the event any term or condition set forth herein is found by a court of competent jurisdiction to be void or invalid, the remaining terms and provisions of this Agreement shall continue in full force and effect.
6. **Binding Effect.** This Agreement shall not be binding upon the parties hereto unless and until same is approved by Resolution of the Township adopted at a duly advertised meeting. The VFD shall be required to hold a special meeting to approve and adopt the Agreement and provide documentation as to the date of said meeting and the vote of the membership. Following final adoption, this Agreement shall be binding on the parties hereto, their agents, appointees, successors and assigns.

**NOW, THEREFORE, AND WITH THE INTENT TO BE LEGALLY BOUND
HEREBY, the parties hereto have set their hands and seals the dates set forth herein.**

ATTEST:

**THE BOARD OF SUPERVISORS OF
FAIRFIELD TOWNSHIP**

Carrie Faintlinger
Secretary

By: Clay K. Matthey
Chairman

APPROVED by Resolution duly adopted at a public meeting of the Fairfield Township Board of Supervisors held the 8th day of May, 2025.

ATTEST:

**THE FAIRFIELD TOWNSHIP VOLUNTEER
FIRE COMPANY NO. 1**

Secretary

By: _____
President

APPROVED at a meeting of the governing body of the Fairfield Township Volunteer Fire Company No. 1 held the _____ day of _____, 2025.

**NOW, THEREFORE, AND WITH THE INTENT TO BE LEGALLY BOUND
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**THE BOARD OF SUPERVISORS OF
FAIRFIELD TOWNSHIP**

Secretary

By: _____
Chairman

APPROVED by Resolution duly adopted at a public meeting of the Fairfield Township Board of Supervisors held the _____ day of May, 2025.

ATTEST:

**THE FAIRFIELD TOWNSHIP VOLUNTEER
FIRE COMPANY NO. 1**

Secretary

By: _____
President

APPROVED at a meeting of the governing body of the Fairfield Township Volunteer Fire Company No. 1 held the 7th day of May, 2025.

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