

Borough of Lilly

RESOLUTION

Resolution No.: 2018-1 April

*A Resolution of the Lilly Borough Council
Authorizing the Approval of an
Intermunicipal Agreement for
Interchange Lighting Charges*

WHEREAS, by Resolution dated June 4, 1985, Council agreed to "... commit local funds toward the total annual energy and maintenance costs for the Cresson 53 interchange located within [Lilly Borough]." A copy of said Resolution is attached hereto, marked as Exhibit "A" and incorporated herein; and

WHEREAS, Cresson Township, Cresson Borough, Gallitzin Borough and Lilly Borough have come to an agreement for the payment of one-half of the costs toward the total annual energy and maintenance costs for the interchange lighting systems; and

WHEREAS, consistent with the attached Resolution, Council has agreed to commit two hundred dollars per year toward the total annual energy and maintenance costs for the Cresson 53 interchange.

NOW THEREFORE, **BE IT RESOLVED** by the Lilly Borough Council as follows:

Section 1. The appropriate officers of the Council are hereby authorized to execute the Intermunicipal Agreement for Interchange Lighting Charges ("Agreement") which is attached hereto, marked as Exhibit "B" and incorporated herein. By the terms of the Agreement, the Council is agreeing to pay two hundred dollars annually toward the total energy and maintenance costs for the Cresson 53 interchange.

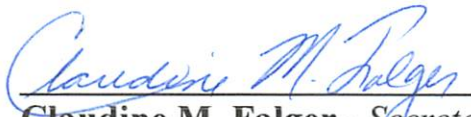
Section 2. The Agreement shall remain in effect for the useful life of the Cresson 53 interchange or until same is amended or terminated by further agreement and/or resolution or ordinance.

Section 3. The purpose and objective of the Agreement is to foster economic development and improve safety along T.R. 22.

RESOLVED this fourth day of April, 2018

BOROUGH OF LILLY

By: 
Michael Eckenrode - Mayor

Attest:  (Seal)
Claudine M. Falger - Secretary

RESOLUTION

WHEREAS, the Pennsylvania Department of Transportation (PaDOT) is willing, with Federal Aid, to furnish and install interchange lighting systems along Traffic Route 22 in Cambria County; and,

WHEREAS, the installation of interchange lighting systems must be approved as part of the PaDOT Twelve Year Transportation (Highway) Programming process before highway funds can be expended; and,

WHEREAS, in order to secure Twelve Year Programming approval, a commitment from local municipalities and/or Cambria County to accept responsibility for 50 percent of the annual energy and maintenance costs of the interchange lighting systems; and,

WHEREAS, the PaDOT will provide the remaining 50 percent match of the annual energy and maintenance costs of the interchange lighting systems; and,

WHEREAS, the municipality of Lilly Borough recognizes the importance of interchange lighting to foster economic development and improve safety along T.R. 22; and,

NOW, THEREFORE, BE IT RESOLVED by the municipality of Lilly Borough that the Cambria County Commissioners be encouraged to commit County funds toward the total annual energy and maintenance costs for the interchange lighting systems; and,

BE IT FURTHER RESOLVED, that the municipality of Lilly Borough shall agree to commit local funds toward the total annual energy and maintenance costs for the Cresson 53 interchange(s) located within and/or close proximity to Lilly Municipality.

Municipality of Lilly

By

Hugh B. Lounsbury Jr.
President/Chairman

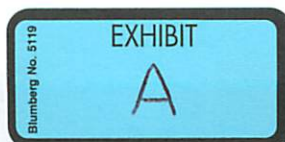
Attest

Nelson P. Barab, Sec.
Municipal Secretary

Date

6-04-85

(SEAL)



INTERMUNICIPAL AGREEMENT FOR INTERCHANGE LIGHTING CHARGES

This INTERMUNICIPAL AGREEMENT FOR INTERCHANGE LIGHTING CHARGES is made and entered into, on the dates indicated below, by and among the Township of Cresson, party of the first part,

AND

the Borough of Cresson, one of the parties of the second part, the Borough of Gallitzin, one of the parties of the second part, and the Borough of Lilly, one of the parties of the second part,

all of the parties being municipal corporations organized and existing under the laws of the Commonwealth of Pennsylvania.

WHEREAS, the County of Cambria is responsible for fifty percent (50%) of the interchange lighting charges, and local municipalities are responsible for the other fifty percent (50%) of the interchange lighting charges, for the following three interchanges on U.S. Route 22, as designated on the records of the County of Cambria:

1. **CRESSON**
10 00 75 6835 8 9
SR 22 & Rt. 53
2. **CRESSON**
10 00 75 6836 2 1
SR 22, Tunnelhill Exit
3. **CRESSON**
10 00 75 6836 3 9
SR 22 & 2014, Summit Exit

WHEREAS, since all of these interchanges are located exclusively within the Township of Cresson, that municipality is primarily responsible for said fifty percent (50%) of the interchange lighting charges.

WHEREAS, by virtue of previous written commitments, and as a result of negotiations, the Borough of Cresson, the Borough of Gallitzin and the Borough of Lilly have each agreed to share in that fifty percent (50%) of interchange lighting charges by making annual payments to the Township of Cresson, as follows:

Borough of Cresson	—	\$300.00
Borough of Gallitzin	—	\$300.00
Borough of Lilly	—	\$200.00

NOW, THEREFORE, in consideration of the within undertakings, and intending to be legally bound, the parties hereto mutually agree as follows:

1. The Borough of Cresson, the Borough of Gallitzin and the Borough of Lilly shall each annually remit to the Township of Cresson the following amounts indicated:

Borough of Cresson	—	\$300.00
Borough of Gallitzin	—	\$300.00
Borough of Lilly	—	\$200.00

2. Each such annual payment shall be remitted to the Township of Cresson by not later than June 1 of each year, except for the year 2017 for which the annual payment shall be remitted to the Township of Cresson forthwith.

3. The amounts in this **INTERMUNICIPAL AGREEMENT FOR INTERCHANGE LIGHTING CHARGES** are subject to renegotiation, not mandatory but in good faith and

on an objective basis, in the event of the development of unfair circumstances such as significant changes in interchange lighting charges by the power provider or providers.

4. This **INTERMUNICIPAL AGREEMENT FOR INTERCHANGE LIGHTING CHARGES** shall be executed in counterparts and shall be binding upon each municipality, in perpetuity.

WITNESS the hands and seals of the appropriate officials of each of the following municipalities on the month, day and year indicated beside each:

PARTY OF THE FIRST PART:

TOWNSHIP OF CRESSON

_____ By: _____
Date

PARTIES OF THE SECOND PART:

BOROUGH OF CRESSON

_____ By: _____
Date

BOROUGH OF GALLITZIN

_____ By: _____
Date

BOROUGH OF LILLY

_____ By: _____
Date