

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN LOWER GWYNEDD TOWNSHIP AND AMBLER BOROUGH**

THIS AGREEMENT is entered in this _____ day of _____, 2021, by and between **LOWER GWYNEDD TOWNSHIP** (the “**Township**”) and **AMBLER BOROUGH** (the “**Borough**”).

BACKGROUND

A. The Borough, through its water department, provides drinking water to portions of the townships contiguous to it, including Lower Gwynedd Township.

B. Certain contaminants, most commonly referenced as PFAS, have leached into groundwater due to the long term use of fire retardant foam at the Willow Grove Naval Air Station in Horsham Township.

C. None of the wells that supply the Borough water system are at unsafe levels. However, Well #12 and Well #14, which are located in Upper Dublin Township but which supplies water to customers in the Township, has shown detectable PFAS levels.

D. Act 101 of 2019 (the “**Governing Statute**”) creates a mechanism for the funding of PFAS remediation. Stated generally, the Governing Statute allows for the creation of a municipal authority through which certain qualified parcels of land can receive money that is taken from general tax revenue and specifically allocated to PFAS remediation.

E. In conformity with the Governing Statute, Horsham Township created the Military Installation Remediation and Infrastructure Authority (“**MIRIA**”), which has established guidelines through which eligible impacted municipalities and authorities may apply for a grant providing funding for Remediation projects (the “**Grant**” or “**Grant Application**”).

F. Pursuant to such guidelines, an applying municipality pays a “local effort” amount (the “**Local Effort**”), which in the event of a successful Grant Application is matched by some multiple of the local effort not to exceed 500% (the local effort is returned to the municipality in the event of an unsuccessful Grant Application).

G. In consideration of the benefit to the Township’s water customers, the Township is willing to contribute the Local Effort supporting a Grant Application for the Borough’s remediation and/or upgrade of Well #14 (with Well #12 serving as a backup in the event that Well #14 has intractable zoning or site issues) in order to improve water quality and remove detectable levels of PFAS contamination (the “**Remediation Project**”).

H. Pursuant to the provisions of Chapter 23, Subchapter A, Intergovernmental Cooperation, of the General Local Government Code, 53 PA. C.S. § 2301, et seq. (“**Intergovernmental Cooperation Law**”), local governments may enter into an intergovernmental cooperation agreement upon the passage of an Ordinance by its governing body.

NOW THEREFORE, the Township and Borough, intending to be legally bound hereby, agree as follows:

1. **RECITALS**. The above recitals are incorporated herein by reference.

2. **TERM.** This Agreement shall continue until terminated by either party upon providing written notice to the other party. This Agreement shall terminate automatically should the Grant Application be denied. The Borough shall submit the Grant Application not later than May 15, 2021.

3. **PURPOSES.** The purposes of this Agreement are as set forth in the Background herein. Any change in the nature of the work to be undertaken prior to submitting the Grant Application or thereafter, will be discussed with and agreed to by the Township in advance of any such change.

4. **FINANCING.** Prior to the Borough's submission of the Grant Application, but in any event not later than May 15, 2021, the Township shall contribute the Local Effort to the Borough in an amount up to \$250,000.00. If the Grant Application is denied, the Local Effort shall be promptly returned to the Township together with any interest accrued or earned. Nothing herein shall be construed to require the Township to exceed the Local Effort or to pay any costs or expenses associated with the Grant Application or the Remediation Project. The Borough assumes all responsibility for any and all costs and expenses that are in excess of the Local Effort, including engineering costs, legal fees, and any payments to contractors.

5. **ORGANIZATIONAL STRUCTURE.** The Borough shall administer the Remediation Project and the Township shall have no responsibility or liability in connection therewith. The Borough shall comply with all program guidelines established by MIRIA in submitting its application.

6. **ACQUISITION OF REAL OR PERSONAL PROPERTY.** Each party retains the right, jointly or severally, to acquire, manage or dispose of real or personal property.

7. **COMPLIANCE WITH ALL LAWS.** The Borough shall comply with all applicable federal, state and local laws, statutes, ordinances, regulations and rules. The Borough shall keep the Township kept fully informed of all milestones and important developments in connection with the Remediation Project and shall provide the Township with all documentation related to the Remediation Project. The Borough does not guarantee the extent to which the Remediation Project will reduce or remove the currently detected PFAS contamination. The Borough shall diligently pursue all aspects of the Remediation Project. The Township and Borough agree to work cooperatively to execute any and all documents reasonably necessary to effectuate this Agreement. This Agreement is subject to disclosure pursuant to the Pennsylvania Right to Know Law.

8. **DEFAULT.** Any failure by the Borough Ambler to abide by the terms of this Agreement would be enforceable by the Township as a breach of contract in the Court of Common Pleas of Montgomery County. The Borough agrees to accept all responsibility for loss or damage to any person or entity, including the Township, and agrees to indemnify, hold harmless, and release the Township, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including the Borough, that arise out of, pertain to, or relate to the Grant Application or Remediation Project,

9. **AMENDMENTS.** Any amendments to this agreement must be in writing and signed by both the Borough and the Township.

10. **RESOLUTION OR ORDINANCE.** Each party represents that its respective elected body has adopted a resolution or ordinance authorizing this Agreement in compliance with the Intergovernmental Cooperation Law. Nothing in this Agreement shall be construed against the Township or otherwise be used in connection with the Borough's pending PUC application seeking conversion to a municipal authority.

11. **EFFECTIVE DATE.** This Agreement shall be effective immediately upon the effective date of the Intergovernmental Cooperation Ordinance last enacted by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

LOWER GWYNEDD TOWNSHIP

By: Its Board of Supervisors

**CRAIG T. MCANALLY,
TOWNSHIP SECRETARY**

By:_____
MARK G. GREY, CHAIRMAN

ATTEST:

AMBLER BOROUGH

MARY AVERSA, BOROUGH SECRETARY

By:_____
**FRANK R. DERUOSI,
COUNCIL PRESIDENT**