

**LOWER NAZARETH TOWNSHIP  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**RESOLUTION NO. LNT- 34-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE TOWNSHIP OF LOWER NAZARETH,  
NORTHAMPTON COUNTY, COMMONWEALTH OF  
PENNSYLVANIA TO ENTER INTO AN INTERMUNICIPAL  
COOPERATION AGREEMENT WITH THE BOROUGH OF  
TATAMY, NORTHAMPTON COUNTY,  
COMMONWEALTH OF PENNSYLVANIA**

**WHEREAS**, Lower Nazareth Township is a Second Class Township in the Commonwealth of Pennsylvania governed by the Second Class Township Code and the laws of the Commonwealth; and

**WHEREAS**, Tatamy Borough is a Borough in the Commonwealth of Pennsylvania governed by the Pennsylvania Borough Code; and

**WHEREAS**, Tatamy Borough has requested to enter into an intermunicipal cooperation agreement for the purpose of allowing their residents access to the Lower Nazareth Township recycling center to dispose of residential yard waste; and

**WHEREAS**, a majority of the Board of Supervisors of Lower Nazareth Township have agreed to enter into an intermunicipal cooperation agreement at a public meeting on October 13, 2021; and

**WHEREAS**, each Municipality is a “local government” under the Intergovernmental Cooperation Act, 53 Pa. C.S.A. Section 2301, et. seq.; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. Section 2301, et. seq., two or more local governments can jointly cooperate with one another in the performance of respective governmental functions, powers and responsibilities; and

**WHEREAS**, the Board of Supervisors of Lower Nazareth Township and the Borough Council of Tatamy Borough are desirous of memorializing that their respective municipalities are willing to undertake the duties and responsibilities for the projects as outlined in the attached Intermunicipal Cooperation Agreement; and

**NOW, THEREFORE BE IT RESOLVED** on this 10<sup>th</sup> day of November, 2021, the Lower Nazareth Township Board of Supervisors adopts this resolution and resolves to enter into an intermunicipal cooperation agreement with the Borough of Tatamy for the purpose of allowing Tatamy residents access to the Lower Nazareth Township recycling facility for the disposal of residential yard waste.

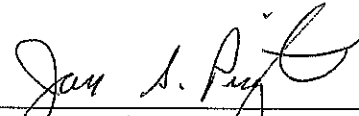
**FURTHER BE IT RESOLVED**, the Board of Supervisors of Lower Nazareth Township authorize the Chairman of the Board to execute the intermunicipal cooperation agreement attached to this resolution on behalf of Lower Nazareth Township.

**DULY ADOPTED** on this 10<sup>th</sup> day of November, 2021 at a duly advertised public meeting and by a majority of the entire Board of Supervisors of Lower Nazareth Township.

**LOWER NAZARETH TOWNSHIP  
BOARD OF SUPERVISORS**

**ATTEST:**

  
\_\_\_\_\_  
Tammi Dravec, Secretary/Treasurer

  
\_\_\_\_\_  
James Pennington, Chairman

**LOWER NAZARETH TOWNSHIP**

**TATAMY BOROUGH**

**Intermunicipal Cooperation Agreement**

**THIS AGREEMENT**, made and entered into this   6   day of  
   December   , 2021, by and between the Township of Lower Nazareth, a  
Second Class Township and political subdivision of the Commonwealth of Pennsylvania, with  
offices at 623 Municipal Drive, Nazareth, Northampton County, Pennsylvania, hereinafter  
referred to as “Lower Nazareth”; and, the Borough of Tatamy, a Borough and political  
subdivision of the Commonwealth of Pennsylvania with offices at 432 Broad Street, PO Box  
218, Tatamy, Northampton County, Pennsylvania, hereinafter referred to as “Tatamy.”

**WHEREAS**, the Municipalities are both members of the Nazareth Area Council of  
Governments; and

**WHEREAS**, Lower Nazareth and Tatamy through their respective and duly elected  
officials, have determined that it is

**WHEREAS**, the Second Class Code authorizes such agreements amongst municipalities  
for the purpose of performing governmental powers, duties and functions (53 P.S. Sec. 66507);  
and

**WHEREAS**, the Borough Code authorizes such agreements amongst municipalities for  
the purpose of performing governmental powers, duties and functions.

**WHEREAS**, each Municipality is a “local government” under the Intergovernmental  
Cooperation Act, 53, Pa. C.S.A. Section 2301 et. seq.; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. Section 2301, et. seq., two or more local governments can jointly cooperate with one another in the performance of respective governmental functions, powers and responsibilities; and

**WHEREAS**, Tatamy has requested access to the Lower Nazareth recycling center so the residents of Tatamy can dispose of their residential yard waste; and

**WHEREAS**, the Municipalities are desirous of memorializing that their respective municipalities are willing to undertake the duties and responsibilities for the projects as outlined in this Agreement.

**NOW, THEREFORE**, for good, valuable, mutual, and sufficient consideration, and intending to be legally bound hereby, and pursuant to the applicable provisions of the Pennsylvania Second Class Code, Pennsylvania Borough Code, the Intergovernmental Cooperation Act and applicable Pennsylvania law, it is hereby agreed as follows:

(1) **LOWER NAZARETH** and **TATAMY** hereby enter into a cooperative effort, where **LOWER NAZARETH** shall permit residents of **TATAMY** to utilize the **LOWER NAZARETH** recycling facility located at 4600 Newburg Road, Nazareth, Pennsylvania 18064.

(2) **LOWER NAZARETH** recycling facility is open from March 1<sup>st</sup> through November 30<sup>th</sup> each year. The days and times of operation are Monday and Friday from 7:30 a.m. to 3:00 p.m. and the first and third Saturday every month from 8:00 a.m. to 1:00 p.m.

(3) **LOWER NAZARETH** recycling facility is also open the first week in January from 9:00 a.m. to 3:00 p.m. for the purpose of accepting Christmas trees.

(4) **TATAMY** shall be responsible for issuing permits to their residents, who shall be required to present the permit at the time of drop off at the recycling facility.

(5) **TATAMY** shall be responsible for the collection of permits fees, which shall be remitted to **LOWER NAZARETH** on a quarterly basis with a report of permits issued. The cost of the permit shall be established by the elected officials of **LOWER NAZARETH** at their annual reorganization meeting.

(6) **LOWER NAZARETH** shall be responsible for the disposal of the residential yard waste that enters its recycling facility.

(7) Residents of **TATAMY** shall adhere to the rules and regulations established for the drop-off of residential yard waste.

(8) This Agreement shall continue to be effective until terminated upon thirty (30) days advance written notice by any Municipality to the other Municipalities, at which time all rights and obligations arising hereunder shall cease.

(9) A Resolution authorizing this Agreement has been duly adopted by the governing bodies of the Municipalities.

(10) This Agreement represents the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated in and made a part of this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

(11) The parties hereto acknowledge that this Agreement contains the implied covenant of good faith and fair dealings in the performance under this Agreement. The parties hereto covenant, warrant, and represent to each other good faith, complete cooperation, due diligence, and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

(12) The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action(s) as may be necessary or appropriate to achieve the purposes of this Agreement.

(13) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its laws regarding conflict of laws. Jurisdiction and venue for any legal proceedings pursuant to this Agreement shall be with the Court of Common Pleas of Northampton County, Pennsylvania.

(14) This Agreement is a contract that any party may enforce. The failure of any party, at any time, to require performance by the other of any provision of this Agreement shall not affect or impair the right of that party to enforce the same at a subsequent time. The waiver, by any party, of any breach of any provision of this Agreement shall not be deemed a waiver of any succeeding breach of such provision or a waiver of the provision itself. Unless stated otherwise, all rights and remedies contained in this Agreement are cumulative and are in addition to any other rights or remedies at law or in equity.


(15) All notices, requests, demands, consents, approvals or communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed given upon either personal delivery or the mailing thereof by certified mail, return receipt requested, postage prepaid, addressed to each party at the addresses recited above.

[Remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement the day and year first written and intending to be legally bound hereby.

**ATTEST:**

**LOWER NAZARETH TOWNSHIP**

  
\_\_\_\_\_  
Tammi Dravec, Secretary/Treasurer

  
\_\_\_\_\_  
James Pennington, Chairman

**ATTEST:**

**TATAMY BOROUGH**

\_\_\_\_\_  
Borough Secretary

\_\_\_\_\_  
Robert Hayes, Council President

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement the day and year first written and intending to be legally bound hereby.

**ATTEST:**


**LOWER NAZARETH TOWNSHIP**

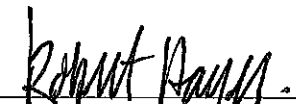
\_\_\_\_\_  
Tammi Dravec, Secretary/Treasurer

\_\_\_\_\_  
James Pennington, Chairman

**ATTEST:**

**TATAMY BOROUGH**

  
\_\_\_\_\_  
Mark A. Saginario, Borough Manager,  
Secretary / Treasurer

  
\_\_\_\_\_  
Robert Hayes, Council President