

JOINT PROJECT AGREEMENT

This Agreement, made this 6th day of August, 2009, by and between **THE BOROUGH OF ELLWOOD CITY**, 525 Lawrence Avenue, Ellwood City, Lawrence County, Pennsylvania, and **WAYNE TOWNSHIP**, 1418 Wampum Avenue, Ellwood City, Lawrence County, Pennsylvania.

WHEREAS, the municipal line between the Borough of Ellwood City and Wayne Township is situated, in part, along the center line of 14th Street between Lawrence and Factory Avenues;

WHEREAS, Wayne Township wishes to pave that section of 14th Street and the Borough of Ellwood City desires to contribute toward the cost for the materials necessary for such paving project;

WHEREAS, the Borough of Ellwood City and Wayne Township desire to undertake this joint project and memorialize the same in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Wayne Township by and through its road crew shall pave that portion of 14th Street between Lawrence and Factory Avenues consistent with applicable local, state, or federal regulations.
2. The costs for the materials of the paving project shall be shared equally between the Borough of Ellwood City and Wayne Township.
3. The parties further agree to cooperate in any bidding and acquisition of the materials provided, however, that Wayne Township shall facilitate the same. The Borough of Ellwood City shall not be responsible for any cost related to labor for the project.
4. The Borough of Ellwood City and Wayne Township anticipate that the paving project will be completed in 2009.
5. Additionally, any future joint projects by and between the Borough of Ellwood City and Wayne Township concerning this section of 14th Street shall be by separate, written agreement.

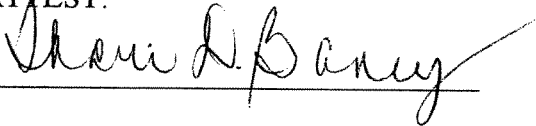
6. The Borough of Ellwood City further releases Wayne Township, its supervisors, employees, agents and representatives from any and all claims for liability, personal injury, property damage, or the like related to the actual labor provided by Wayne Township for purposes of the paving project.

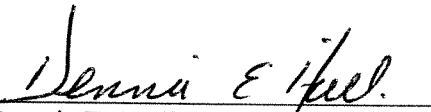
7. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

8. This Agreement constitutes the entire understanding of the parties with regard to the specific terms, provisions and conditions set forth herein and does supersede any and all prior agreements and negotiations between them relative to the same. There are no representations, terms, covenants, conditions or warranties, express or implied, oral or written, of any nature whatsoever, other than those expressly set forth herein.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands and seal on the day and year first herein above written.

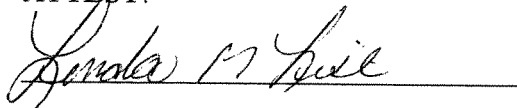
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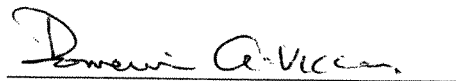




Dennis E. Hall
Chairman
Wayne Township Board of Supervisors

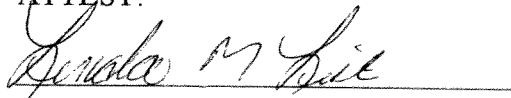
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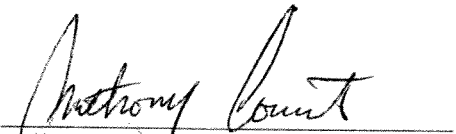




Domenic A. Viccari
Borough Manger
Borough of Ellwood City

ATTEST:





Anthony Court
President of Council
Borough of Ellwood City