

ORDINANCE NO. 2024-9-25

MORRIS TOWNSHIP
CLEARFIELD COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE TOWNSHIP OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA ESTABLISHING A SPECIAL SCHOOL ZONE SPEED LIMITATION ALONG ALLPORT CUTOFF, ALSO KNOWN AS SR 2030, IN FRONT OF THE WEST BRANCH SCHOOL.

WHEREAS, the Township of Morris is a Second-Class Township of the Commonwealth of Pennsylvania, and is governed by the Second-Class Township Code, Act of May 1, 1933, P.L. 103, as amended, 53 P.S. § 65101, et seq.; and

WHEREAS, the Second-Class Township Code, at 53 P.S. §2301 et seq., provides that the Board of Supervisors may by ordinance regulate roads and traffic within the Township, and the Pennsylvania Vehicle Code, 75 Pa.C.S. § 3365(b), provides for the establishment of special school zone speed limitations; and

WHEREAS, the Board of Supervisors has determined that it is in the best interest of the public health, safety and welfare of the Township and its residents, and for the safety of school children attending the West Branch School, to enact a special school zone speed limitation as set forth herein.

NOW, THEREFORE, the Board of Supervisors of the Township of Morris, Clearfield County, Pennsylvania, hereby adopts the following Ordinance.

SECTION 1: TITLE

This ordinance shall be known and may be cited as the Morris Township Special School Zone Speed Limitation Ordinance of 2024.

SECTION 2: LEGISLATIVE FINDINGS

The Board of Supervisors has determined in its best interest of the public health, safety and welfare of the residents of Morris Township, and to provide for the safety of school children attending the West Branch School, to limit the speed of traffic traveling on the Allport Cutoff, also known as SR 2030, in proximity to the West Branch School, as set forth herein.

SECTION 3: AUTHORITY

Morris Township Supervisors are authorized under the Second-Class Township Code 53 P.S. §2301 et seq., to consider and adopt ordinances regulating traffic and the speed of traffic within the Township, and 67 Pa. Code §212.501 specifically provides for the establishment of school zone speed limits in accordance with the Vehicle Code, pursuant to 75 Pa. C.S. §3365(b).

SECTION 4: ACTION

The Board of Supervisors of Morris Township hereby establishes a special school zone speed limitation along Allport Cutoff, also known as SR 2030, in front of the West Branch School, as follows:

1. The speed limit within the described school safety zone shall be 15 miles per hour during the following days and times:

Monday through Friday – normal school days
7:30 a.m. to 9:00 a.m.
11:00 a.m. to 12:30 p.m.
2:30 p.m. to 3:45 p.m.

2. The school safety zone is described as along both directions of the Allport Cutoff, also known as SR2030, in front of the West Branch School, and extending a distance of 300 feet beyond each side of the school property.

SECTION 5: SIGNAGE

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be in accordance with the regulations set forth in 67 Pa. Code 212.501(b) and shall be placed so as to properly notify all vehicular traffic of the imposed reduced speed limit.

SECTION 5: NOTIFICATION

Within thirty (30) days after adoption of this ordinance, the appropriate officials of Morris Township shall cause a copy of this ordinance to be provided to the Clearfield County Law Library or other office designated by the Clearfield County Commissioners for receipt of municipal ordinances.

SECTION 6: SEVERABILITY

The provisions of this ordinance are severable and if any of its provisions are ruled by a Court invalid or unconstitutional, such decision will not affect or impair any of the remaining provisions of this ordinance. It is declared to be the intention of the Board of Supervisors that this ordinance would have been adopted if such invalid or unconstitutional provision had not been included.

SECTION 7: REPEALER

Any Ordinance, or part of an ordinance, conflicting with the terms of this Ordinance is hereby repealed.

SECTION 8: EFFECTIVE DATE

This Ordinance shall become effective five (5) days after passage and shall thereafter be enforced.

By: 

Josiah Jones, Chairman

By: 

Emerson Reams, Vice Chair

By: 

Fred Little, Supervisor

ATTESTATION


I hereby certify I am the Secretary of the Board of Supervisors of Morris Township, Clearfield County, Pennsylvania, and that the foregoing is attested to be a true and correct copy of the Ordinance as adopted by the Supervisors



Patti Moore, Secretary

CERTIFICATION OF ADOPTION

I hereby certify that I am Secretary/Treasurer of the Board of Supervisors of Morris Township, Clearfield County, Pennsylvania, and that the foregoing Ordinance was adopted at a duly advertised regular or special meeting of the Board of Supervisors held on the 25th day of September 2024.



Patti Moore, Secretary/Treasurer

SCHOOL SAFETY ZONE SIGNAGE AGREEMENT

THIS AGREEMENT, made the 25th day of September 2024, by and between:

WEST BRANCH AREA SCHOOL DISTRICT, a Pennsylvania School District having an address at 516 Allport Cutoff, Morrisdale, Pennsylvania, 16858, (hereinafter referred to as "School District")

-AND-

THE TOWNSHIP OF MORRIS, a second-class Township of the Commonwealth of Pennsylvania, having an address at 1189 Oak Grove Road, Morrisdale, Pennsylvania, 16858, (hereinafter referred to as "Township").

BACKGROUND

The School District has requested the Township to establish a 15 mile per hour safety speed zone in front of the West Branch High School along Allport Cutoff, also known as SR 2030. Township is agreeable to establishing the 15 mile per hour safety school speed zone as requested by the School District provided the School District pay all costs for signage and electrical cost for operation of any blinking lights.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. Signage and Installation Costs. School District agrees to pay all costs for signage, and installation and erection of signage to appropriately delineate the 15 mile per hour school zone speed limit in accordance with 67 Pa. Code §212.501. In the event appropriate signage is obtained by the Township, School District shall reimburse Township the costs for same.
2. Electrical Service. Any electrical service required to operate blinking lights or other equipment related to the school zone's safety speed limit shall be paid for by School District.
3. Cooperation. School District and Township agree to cooperate in completing all necessary PennDOT forms, studies, and any other matters required in order to properly establish the 15 mile per hour school zone safety speed limit in front of the West Branch High School, with all costs for such activities to be paid for by the School District.
4. Permit. Township agrees to execute and be recognized as the permit holder for the school speed limit flasher in accordance with PennDOT regulations.

5. Maintenance Costs. School District agrees to pay all costs for maintenance of all signage and lighting required to appropriately delineate the 15 mile per hour school zone safety speed limit in front of the West Branch High School.
6. Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the notification parties hereto to the other shall be in writing, in English, delivered personally or by facsimile (and promptly confirmed by telephone, personal delivery or courier) or courier, postage prepaid (where applicable), addressed to such other Party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and shall be effective upon receipt by the addressee.

To: West Branch Area School District
516 Allport Cutoff
Morrisdale, PA 16858

Attorney:

To: The Township of Morris
1189 Oak Grove Road
Morrisdale, PA 16858

Solicitor: Rodney A. Beard, Esquire
Beard Law Company
101 N Allegheny Street
Bellefonte, PA 16823

All such communications shall be effective upon receipt.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law and conflicts of law principles.
8. Severability. Each Party hereby agrees that it does not intend to violate any public policy, statutory or common laws, rules, regulations, treaty or decision of any government agency or executive body thereof. Should one or more provisions of this Agreement be or become invalid, the parties hereto shall substitute, by mutual consent, valid provisions for such invalid provisions which valid provisions in their economic effect are sufficiently similar to the invalid provisions that it can be reasonably assumed that the parties would have entered into this Agreement with such valid provisions in lieu of such invalid provisions. In case such valid provisions cannot be agreed upon, the invalidity of one or several provisions of this Agreement shall not affect the validity of

this Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

9. Entire Agreement: Amendments. This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral and written, and all contemporaneous oral negotiations, agreements and understandings. No amendment or modification to this Agreement shall be valid or binding unless made in writing and signed on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in counterparts, to be effective on the last date executed below.

WEST BRANCH AREA SCHOOL DISTRICT

By: Muel Mitchell

THE TOWNSHIP OF MORRIS

By: Josiah Jones
Josiah Jones, Supervisor

By: Emerson Reams
Emerson Reams, Supervisor

By: Fred Little
Fred Little, Supervisor