

## AMENDED ORDINANCE 2011-05

**AN ORDINANCE OF PENN TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA, AUTHORIZING, APPROVING AND ADOPTING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH SOUTHAMPTON TOWNSHIP, CUMBERLAND COUNTY, AUTHORIZING AND DIRECTING EXECUTION, ACKNOWLEDGEMENT AND DELIVERY OF SAID AGREEMENT; AND DIRECTING OTHER NECESSARY AND PROPER ACTION.**

**WHEREAS**, Penn Township has the authority, pursuant to the Township Code, 53 P.S. § 46202 (34), to enter into agreements with other political subdivisions, in accordance with existing laws, in performing government powers and duties and functions, and in carrying into effect provisions of law relating to subjects which are common to such political subdivisions; and

**WHEREAS**, the Board of Supervisors of Southampton Township has the authority, by Ordinance, pursuant to 53 P.S. Section 66507, as amended and 53 Pa. C.S.A. 2301, et seq., to enter into agreements with other political subdivisions in accordance with existing laws, in performing government powers and duties and functions and in carrying into effect provisions of law relating to subjects which are common to such political subdivisions; and

**WHEREAS**, Penn Township believes that it is in the best interest of its citizens to adopt this Ordinance ratifying an Intergovernmental Cooperation Agreement with Southampton Township, Pennsylvania relating to garbage collection.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** and it is hereby adopted by Penn Township as follows:

**SECTION 1:** The preamble recited above is incorporated by reference herein.

**SECTION 2:** The Board shall enter into the Intergovernmental Cooperation Agreement attached hereto, incorporated by reference herein, and labeled as Exhibit "A", or in substantially the same form, relating to refuse collection, bulk item collection, and recycling.

**SECTION 3:** A copy of the Intergovernmental Cooperation Agreement, in the form so presented to this meeting and so approved, shall be filed with the Township Secretary and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

**SECTION 4:** The Chairman of Penn Township and the Township Secretary are authorized and directed to execute, to attest and acknowledge, and to deliver the said Intergovernmental Cooperation Agreement.

**SECTION 5:** The proper officers of Penn Township are authorized and directed to execute all documents and to do all other acts as may be necessary and proper to carry out this Ordinance and the undertaking of Penn Township.

**SECTION 6:** The term of the Agreement shall commence on July 1, 2011 and shall continue through June 30, 2016.

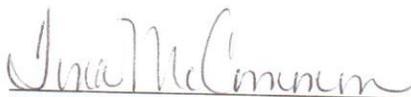
**SECTION 7:** All other Ordinance or parts of Ordinances inconsistent herewith shall be and the same are expressly repealed.

**SECTION 8:** In the event that any provision, section, sentence, clause or portion of this Ordinance shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or portion of this Ordinance, it being the intent that such remainder shall be and shall remain in full force and effect.

**SECTION 9:** This Ordinance shall take effect as provided by law.

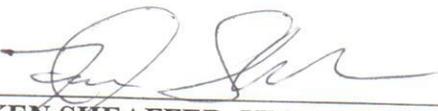
**DULY ENACTED AND ORDAINED** this 4<sup>th</sup> of June, 2011, by Penn Township, Cumberland County, Pennsylvania, lawful session duly assembled.

**ATTEST:**

  
\_\_\_\_\_  
**TINA McCOMMON, SECRETARY**

**PENN TOWNSHIP BOARD  
OF SUPERVISORS**

By:   
\_\_\_\_\_  
**GARY MARTIN, CHAIRMAN**

By:   
\_\_\_\_\_  
**KEN SHEAFFER, VICE CHAIRMAN**

By:   
\_\_\_\_\_  
**AMOS SEIDERS, SUPERVISOR**

**CERTIFICATE**

I, the undersigned, Secretary of Penn Township, Cumberland County, Pennsylvania (the "Township"), verify that the foregoing is a true and correct copy of an Ordinance of Penn Township which was duly enacted by affirmative vote of a majority of the Supervisors of the Township at a meeting duly held on Thursday, June 9, 2011, that said Ordinance has been duly recorded in the Ordinance Book of the Township; that said Ordinance was duly published on Wednesday, June 1 2011 as required by law in a newspaper of general circulation in Cumberland County; and that said Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the meeting at which the Supervisors of the Township adopted said Ordinance was a public meeting duly held after giving public notice of the date, time and place of such meeting by posting and publishing such notice at the time and in the manner required by the Sunshine Act: Open Meetings Law, 65 Pa.C.S. §701 et seq.

**IN WITNESS WHEREOF**, I set my hand and affix the official seal of Penn Township, this 9th day of June, 2011.

Tina McCommon  
Tina McCommon, Secretary  
Penn Township

(SEAL)

**AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT  
RELATING TO GARBAGE/SOLID WASTE, RECYCLING,  
AND BULK ITEM COLLECTION**

**THIS AGREEMENT** entered by and between

**THE BOARD OF SUPERVISORS OF SOUTHAMPTON TOWNSHIP**, Cumberland County, Pennsylvania, a Second Class Township duly organized under the laws of the Commonwealth of Pennsylvania (hereafter SOUTHAMPTON TWP.)

AND

**PENN TOWNSHIP**, Cumberland County, Pennsylvania, a municipality organized under the laws of the Borough code of the Commonwealth of Pennsylvania (hereinafter PENN TOWNSHIP).

**WHEREAS**, the Board of Supervisors of Southampton Township have the authority pursuant to 53 P.S. §66507, Act of February 1, 1966, P.L. 581, as amended and **53 Pa. C.S.A. 2301 et seq.**, to enter into agreements with other political subdivisions, in accordance with existing laws, in performing government powers and duties and functions and in carrying into effect provisions of law relating to subjects which are common to such political subdivisions; and

**WHEREAS**, Penn Township has the same authority pursuant to Section 46202(34) of the Borough Code, 53 PS. 46202(34), and 53 Pa. C.S.A. 2301 et seq.; and

**WHEREAS**, each governing board believes that it is in the best interest of its citizens to adopt this Agreement.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the parties hereto agree as follows:

- 1 **PREAMBLE** - The preamble recited above is incorporated by reference herein.
2. **BACKGROUND** - SOUTHAMPTON TWP. has entered into an Agreement with Interstate Waste Services (IWS) dated March 28, 2011 whereby SOUTHAMPTON TWP. designated IWS as the sole collector of garbage, recyclables and bulk items for all residential properties in SOUTHAMPTON TWP. In addition, SOUTHAMPTON TWP. adopted Ordinance No. 2011-3 dated May 9, 2011, requiring the owners of all residential properties located in SOUTHAMPTON TWP. to use its designated hauler, IWS.

PENN TOWNSHIP desires to utilize the services of SOUTHAMPTON TWP. to administer its' collection program, including invoicing residents of PENN TOWNSHIP, and collecting on said invoices. PENN TOWNSHIP has adopted Ordinance #2011-05 as amended.

3. **OBLIGATIONS OF SOUTHAMPTON TWP** - SOUTHAMPTON TWP. shall act *as* billing and collecting agent of PENN TOWNSHIP for purposes of the PENN TOWNSHIP mandatory collection program and shall be obligated as follows:

- A. Providing to IWS a list of customers located in PENN TOWNSHIP that are subject to the collection program.
- B. Receiving from IWS the invoice relating to collection in PENN TOWNSHIP, and paying the same;
- C. Invoicing all residents of PENN TOWNSHIP that are subject to garbage collection the same amount as paid by SOUTHAMPTON TWP. residents, plus compensation set forth in paragraph 5A below plus a \$2.00 administrative fee to be paid to PENN TOWNSHIP;
- D. Collecting on all invoices referenced in subparagraph (C) above; and
- E. Maintaining separate records for PENN TOWNSHIP accounts and provide copies of such records to PENN TOWNSHIP on a quarterly basis.

4. **OBLIGATIONS OF PENN TOWNSHIP** - PENN TOWNSHIP. is obligated as follows:

- A. Provide to SOUTHAMPTON TWP. the list of Penn Township residents who are subject to the mandatory collection program;
- B. Pursue and pay for any collection efforts and costs regarding delinquent accounts; and
- C. Compensating SOUTHAMPTON TWP. in accordance with Paragraph 5 below.

5. **COMPENSATION** - SOUTHAMPTON TWP. shall receive compensation from PENN TOWNSHIP residents *as* follows:

- A. \$4.00 per account per quarter;
- B. Compensation shall be paid on a quarterly basis; and
- C. PENN TOWNSHIP shall reimburse SOUTHAMPTON TWP. for all outstanding invoices after every quarter.

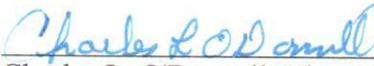
6. **COMPLIANCE WITH ALL LAWS** - Each party shall comply with all applicable federal, state and local laws, statues ordinances, regulations and rules,,

**TERM** - This Agreement shall become effective on July 1, 2011 and shall continue through June 30, 2016.

**ADOPTED AND EXECUTED** this 27<sup>th</sup> day of June 2011, by the Board of Supervisors of Southampton Township, Pennsylvania in lawful session duly assembled.

**SOUTHAMPTON TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
George E. Hauserman Sr.  
Chairman of the Board of Supervisors

By:   
Charles L. O'Donnell, Vice Chairman

By:   
Thomas L. Ginnick

**ATTEST:**

  
Jay Z. Neufe  
Assistant Secretary

**ADOPTED and EXECUTED** this 27<sup>th</sup> day of June 2011 by Penn Township Board of Supervisors, Newville, Pennsylvania in lawful session duly assembled.

**PENN TOWNSHIP BOARD  
OF SUPERVISORS**

By:   
Gary Martin, Chairman

By:   
Ken Sheaffer, Vice-Chairman

By:   
Amos Seiders, Supervisor

**ATTEST:**

  
Tina McCommon, Secretary

