

**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.

AND

**THE BOARD OF SUPERVISORS OF COOKE TOWNSHIP**, Cumberland County, Pennsylvania, a Second Township Class organized under the laws of the Commonwealth of Pennsylvania.

**WHEREAS**, the Boards of Supervisors of **SOUTHAMPTON TOWNSHIP** and the Board of Supervisors of **COOKE 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**, 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 TOWNSHIP** has entered into an Agreement with Advanced Disposal dated December 28, 2015 whereby **SOUTHAMPTON TOWNSHIP** designated Advanced Disposal as the sole collector of garbage, recyclables and bulk items for all residential properties in **SOUTHAMPTON TOWNSHIP** as well as for residential properties in any other municipalities that elect to participate. In addition, **SOUTHAMPTON TOWNSHIP** adopted Ordinance No. 2011-3 dated May 9, 2011, requiring the owners of all residential properties located in **SOUTHAMPTON TOWNSHIP** to use its designated hauler.

**COOKE TOWNSHIP** desires to utilize the services of **SOUTHAMPTON TOWNSHIP** to administer the collection of garbage, recyclables, and bulk items, including invoicing residents of **COOKE TOWNSHIP** and collecting on said invoices. **COOKE TOWNSHIP** has adopted a similar Ordinance, No. 2011-2 establishing its collection program, and Ordinance 2016-1 authorizing and approving this Intergovernmental Agreement.

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3. OBLIGATIONS OF SOUTHAMPTON TOWNSHIP – SOUTHAMPTON TOWNSHIP shall act as billing and collecting agent of **COOKE TOWNSHIP** for purposes of the **COOKE TOWNSHIP** mandatory collection program and shall be obligated to:
- A. Provide to Advanced Disposal a list of customers located in **COOKE TOWNSHIP** that are subject to the collection program;
  - B. Receive from Advanced Disposal the invoice relating to collection in **COOKE TOWNSHIP**, and paying the same;
  - C. Invoice all residents of **COOKE TOWNSHIP** that elect full service garbage collection a total of \$46.47 per quarter, or \$42.00 per quarter for senior services, if applicable, said totals relating to the amount that **SOUTHAMPTON TOWNSHIP** pays to Advanced Disposal per customer per quarter, plus compensation set forth in paragraph 5A below, (\$4.00 per quarter) for **SOUTHAMPTON TOWNSHIP**, plus a \$2.00 administration fee per quarter to be paid to **COOKE TOWNSHIP**;
  - D. Invoice all residents of **COOKE TOWNSHIP** that purchase trash bags a total of \$3.50 per bag, of which \$0.50 of the price for each bag to be retained by **SOUTHAMPTON TOWNSHIP** as compensation;
  - E. Collect on all invoices referenced in subparagraph (C) and (D) above;
  - F. Maintain separate records for **COOKE TOWNSHIP** accounts and provide copies of records to it on a quarterly basis; and
  - G. Pay to **COOKE TOWNSHIP** the administration fees described above, at the end of each quarter.
4. OBLIGATIONS OF COOKE TOWNSHIP – COOKE TOWNSHIP is obligated as follows:
- A. Provide to **SOUTHAMPTON TOWNSHIP** the list of **COOKE TOWNSHIP** residents who are subject to the mandatory collection program;
  - B. Pursue and pay for any collection efforts and costs regarding delinquent accounts;
  - C. Subsequent to the initial distribution of totes by the hauler to deliver totes to customers and on a case by case basis; and
  - D. Compensating **SOUTHAMPTON TOWNSHIP** in accordance with Paragraph 5 below.

5. COMPENSATION - **SOUTHAMPTON TOWNSHIP** shall receive compensation from **COOKE TOWNSHIP** residents as follows:
- A. \$4.00 per account per quarter, or \$0.50 per bag, as the case may be;
  - B. Compensation shall be paid on a quarterly basis;
  - C. **COOKE TOWNSHIP** shall reimburse **SOUTHAMPTON TOWNSHIP** 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.
7. TERM – This Agreement shall become effective on July 1, 2016 and shall continue through June 30, 2021.

ADOPTED AND EXECUTED this 27<sup>th</sup> day of June, 2016, by the Board of Supervisors of Southampton Township, Pennsylvania in lawful session duly assembled.

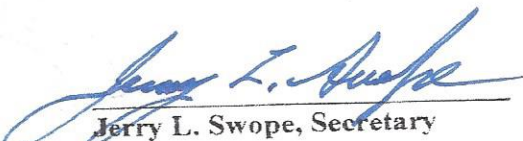
**SOUTHAMPTON TOWNSHIP  
BOARD OF SUPERVISORS**

By:   
George E. Bauserman, Chairman

By:   
Charles L. O'Donnell, Vice Chairman

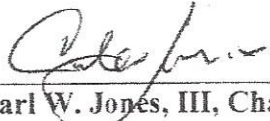
By:   
Thomas L. Ginnick

Attest:


  
Jerry L. Swope, Secretary

ADOPTED and EXECUTED this 7<sup>th</sup> day of June, 2016 by the Board of Supervisors of Cooke Township, Pennsylvania in lawful session duly assembled.

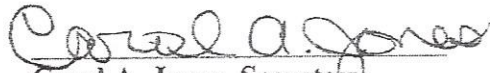
COOKE TOWNSHIP  
CUMBERLAND COUNTY  
PENNSYLVANIA

By:   
Carl W. Jones, III, Chairman

By:   
Maynard E. Burkett, Vice Chairman

By:   
Diane M. Batt, Supervisor

Attest:

  
Carol A. Jones, Secretary