

**LOWER ALLEN TOWNSHIP
INTERGOVERNMENTAL COOPERATION AGREEMENT
LOWER ALLEN TOWNSHIP AND BOROUGH OF
LEMOYNE MUTUAL YARD WASTE PROGRAM**

THIS AGREEMENT made this _____ day of November, 2022 by and between **LOWER ALLEN TOWNSHIP**, a Pennsylvania municipality having its principal office at 2233 Gettysburg Road, Camp Hill, Pennsylvania ("Township"), AND the **BOROUGH OF LEMOYNE**, a Pennsylvania municipality having its principal office at 510 Herman Avenue, Lemoyne Pennsylvania ("Borough"), for the use of the Lower Allen Township Yard Waste Recycling Facility by the residents of Lemoyne Borough.

WITNESSTH:

WHEREAS, Lower Allen Township is a Township of the First Class organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Lemoyne is a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, and

WHEREAS, The Act of December 19, 1996, P.L. 1158, No. 177, referred to as the Intergovernmental Cooperation Law, 53 Pa. C.S. §2301, *et seq.*, provided that local governments may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, and

WHEREAS, The Municipal Waste Planning, Recycling and Waste Reduction Act 1988 Act 101 of 1988 53 P.S. §4000.101 *et seq* as amended by Act 175 of 2002 and the Solid Waste Management Act 97 of 1980 35 P.S. 6018-101 banned the disposal of yard waste into the solid waste stream and encourages the recycling of such waste, and

WHEREAS, The Board of Commissioners of Lower Allen Township and the Borough Council of Lemoyne recognize the desirability of providing the residents of both municipalities a disposal facility for yard waste, and the use by residents of both municipalities the processed and recycled material, and

WHEREAS, the Township maintains an agreement with the Cumberland County Solid Waste Authority for the rental of equipment to process the yard waste into usable wood mulch from the Authority.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Borough and its residents shall be permitted to bring yard waste to the Township's recycling facility located at 1400 S. St Johns Road, Camp Hill, year-round. All residents are required to stop at the Public Works office, located at the same address, to provide proof of residency prior to dumping and pay a drop-off fee of \$10 per load.
2. Yard waste, as defined in the Township's Solid Waste Ordinance, is as follows: "Garden residue, trimmings, prunings, and branches of four inches in diameter or less from plants, shrubs, and trees. Excludes grass clippings, dirt, and sod."

Oversize yard waste, such as tree stumps and branches in excess of four inches in diameter, must be approved for disposal by Township Public Works personnel.

3. Residents of the Borough shall be permitted to pick up loads of processed wood mulch from the Township Public Works facility at the price in effect for that fiscal year.
4. The Borough shall pay to the Township an annual fee of Two Thousand Five Hundred Dollars (\$2500.00), which represents the Borough share of rental fees charged by the Cumberland County Solid Waste Authority for processing equipment. Subject to the Borough's prior written approval, this amount may be increased or decreased annually to reflect changes in rental fees charged by the Authority. In the event the Borough does not approve any proposed increase in the annual fee, the Township may terminate this agreement upon thirty (30) days prior written notice to the Borough.
5. This Agreement shall renew automatically unless terminated, in writing, by either party with sixty (60) days' notice.
6. The parties reserve the right, by mutual agreement, to add additional waste services to this Agreement.
7. Any changes to this Agreement must be made in writing.
8. This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns, as the case may be.
9. In the event that a court of competent jurisdiction holds that any part of this Agreement is unenforceable, then the remaining portions of the Agreement shall remain binding and in full effect.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed as of the day and year above written.

ATTEST
(Corporate Seal)

(Assistant) Secretary

LOWER ALLEN TOWNSHIP

By _____
Township Manager

ATTEST:

(Assistant) Secretary

LEMOYNE BOROUGH

By _____
Borough Manager