

**THE COUNTY OF CHESTER
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION No. 37 OF 2022**

**THE CITY OF COATESVILLE
RESOLUTION NO. 2022-09**

**INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF CHESTER AND
PARTICIPATING MUNICIPALITIES TO PROVIDE PROCESSING AND
MARKETING SERVICES FOR RECYCLABLE MATERIALS GENERATED BY
MUNICIPAL RECYCLING PROGRAMS**

WHEREAS, Act 180 of July 12, 1972, 53 P.S. 481 et seq., authorizes municipalities including counties, to enter into joint cooperation agreements with other municipalities in the exercise or performance of their respective governmental functions, powers or responsibilities; and,

WHEREAS, in carrying out their powers and duties under Act 101 of July 28, 1988, known as the Municipal Waste Planning, Recycling and Waste Reduction Act, counties are to utilize to the fullest extent practicable all available facilities and expertise within the scrap processing and recycling industries for processing and marketing of recyclable materials from municipal waste; and,

WHEREAS, it is the intent of the County pursuant to receipt of qualified responses to County's Requests for Bids and subsequent Bid Award to enter into an agreement with an individual ("Contractor") of a privately owned and/or operated processing facility ("Designated Facility") to process and market recyclable materials generated by municipalities participating in this agreement; and,

WHEREAS, it is understood by the parties hereto that should implementation of the provisions of this agreement not be forthcoming, the participating municipalities shall have responsibility for the processing and marketing of recyclable materials generated in each participating municipality,

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein set forth and of the undertakings of each party to the other and intending to be legally bound, the parties, County of Chester, hereinafter "County" and City of Coatesville, hereinafter "Participating Municipality" do hereby promise and agree as follows:

1. The County of Chester shall provide processing and marketing services for all recyclable materials generated by residential recycling collection programs within the Participating Municipality.
2. The Participating Municipality agrees therefore to deliver, or to contract to have delivered, all source separated recyclable materials generated by residential recycling collection programs to said Designated Facility, and to no other facility, during the entire term of the Agreement. The type and condition of the materials, including the option for commingling of the materials, must conform to the terms of the County/Contractor Agreement.

3. The Participating Municipality will be paid or invoiced directly by the Contractor for any and all such materials accepted at the Designated Facility pursuant to the terms of the County/Contractor Agreement. Said payment or invoice shall be based on a fixed per ton price for each material accepted at the Designated Facility pursuant to the terms of the County/Contractor Agreement.
4. The Participating Municipality shall be paid or invoiced by Contractor for recyclable materials delivered to the Designated Facility by the end of the next month and will be provided monthly itemized receipts for any and all materials.
5. Each Participating Municipality agrees to annually report, as requested by Act 101§304(f), to the Chester County Recycling Coordinator, the quantity of any and all recyclable materials delivered to the Designated Facility under this agreement as verified by weight receipts received from the Contractor.
6. The Participating Municipality and the County represent to one another that:
 - a. Each has all requisite power and authority to enter into this Agreement, to engage in the transactions contemplated herein and to perform its obligations hereunder in accordance of the terms of this Agreement.
 - b. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action and that the undersigned officers of County and each Participating Municipality have been empowered by all necessary action to execute and deliver this Agreement on the party's behalf.
 - c. This Agreement constitutes a valid obligation legally binding upon County and each Participating Municipality and enforceable against them in accordance with the Agreement's terms in the manner in which valid contractual obligations are enforced generally.
7. The term of this Agreement shall commence upon the date on which the County and the Participating Municipality execute the same ("Effective Date") and shall remain in effect unless terminated for cause, or by either party providing at least ninety (90) days written notice, return receipt requested, to the other party.
8. Nothing to the contrary withstanding, either party may terminate this Agreement for the following causes:
 - The Designated Facility ceases to be operational;
 - The Designated Facility becomes unable to accept recyclable materials for a period of 1 year; or
 - The Contractor, as identified in the County/Contractor Agreement, for any reason, does not perform his/her/its duties under said Agreement for a period in excess of three months.

9. Each Participating Municipality who is a Collector under this Agreement hereby agrees to carry motor vehicle, Workers Compensation and general liability insurance coverage in sufficient amounts to hold the County of Chester harmless from any and all activity hereunder by the Participating Municipality.
10. The Participating Municipality shall protect, indemnify and hold harmless the County of Chester, its agents and employees, and contractors from and against any and all damage, liability, claim, settlement, cost and expense, award, judgment damage, fine, fee or other loss suffered in whole or in part by the County, arising out of any personal injury, death or property damage resulting from the activity set forth in this Agreement as a result of the action, failure to act, negligence or willful and wanton misconduct of the Participating Municipality, its agents, employees, licensees, contractors, and subcontractors provided however that such injury or damage was not caused by the negligence or willful misconduct of the County. Nothing herein shall be construed as a waiver by either party of the defense of sovereign immunity.
11. All notices required herein to either party shall be in writing sent by United States Mail or registered mail with return receipt requested, addressed as follows:

COUNTY OF CHESTER:
County Recycling Coordinator
Chester County Solid Waste Authority
7224 Division Highway
Narvon, PA 17555

Participating Municipality:
City of Coatesville
Attn: James Logan
One City Hall Place
Coatesville, PA 19320

12. This writing represents the entire Agreement of the parties and any modifications or amendments hereto shall be in writing and duly executed by the parties.

ADOPTED this 25th day of MAY, 2022 by the County Commissioners of the County of Chester, Pennsylvania in lawful session duly assembled.

ATTEST:

By: Robert J. Kagel

Robert J. Kagel, Chief Clerk

County of: Chester

Date: 5/25/2022

COUNTY COMMISSIONERS OF
CHESTER COUNTY

By: Marian Moskowitz

Marian D. Moskowitz, Chair

By: Josh Maxwell

Josh Maxwell, Vice Chair

By: Michelle Kichline

Michelle Kichline, Commissioner

IN WITNESS WHEREOF, the Council of the City of Coatesville has adopted and enacted this Resolution this 23rd day of May, 2022.

Linda Lavender-Norris
Linda Lavender-Norris, Council President

ATTEST:

James Logan
James Logan, City Manager

I HEREBY CERTIFY that the foregoing is a true and correct copy of the said Resolution duly adopted at a regular meeting of City Council held on May 23, 2022 and recorded in the minutes as such.