

**MIDDLESEX TOWNSHIP
CUMBERLAND COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2025 - 5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIDDLESEX TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE JOINT SOLICITATION AND AWARD OF BIDS FOR THE PROCUREMENT OF SERVICES OF A THIRD-PARTY CONTRACTOR FOR THE PROCESSING AND DISPOSAL OF YARD WASTE IN MIDDLESEX TOWNSHIP AND THROUGHOUT THE MUNICIPAL BOUNDARIES OF THE OTHER PARTICIPATING MUNICIPALITIES.

WHEREAS, pursuant to the Second Class Township Code, 53 P.S. §§ 65101, *et seq.*, second class townships in the Commonwealth of Pennsylvania are authorized to oversee and regulate the proper management, care and control of the township and its finances and the maintenance of peace, good government, health and welfare of the township and its citizens when not inconsistent with state or federal law; and

WHEREAS, the Second Class Township Code empowers political subdivisions to enter into agreements with other municipalities, in accordance with existing laws, for performing governmental powers, duties, functions and maintaining peace, good government, health and welfare of the respective municipalities, and their citizenry; and

WHEREAS, North Middleton Township, South Middleton Township, the Borough of Shippensburg, Middlesex Township, and the Borough of Carlisle (the “Participating Municipalities”) have joined together in a shared interest of procuring the services of a third-party contractor (the “Contractor”) for the processing and disposal of yard waste throughout the Participating Municipalities (the “Services”); and

WHEREAS, the Participating Municipalities desire to jointly solicit and accept bids for the Contractor’s Services and award a contract for the Services to the lowest responsible bidder; and

WHEREAS, each governing body of the Participating Municipalities believes that it is in the best interest of its citizens to enter into this Agreement.

NOW, THEREFORE, the Board of Supervisors of Middlesex Township, Cumberland County, Pennsylvania hereby resolves as follows:

SECTION 1. The above recitals are incorporated herein by reference hereto.

SECTION 2. The Board of Supervisors of Middlesex Township authorizes the execution of the Intergovernmental Cooperation Agreement with South Middleton Township, the Borough of Shippensburg, North Middleton Township, and the Borough of Carlisle. The specific terms, conditions, and provisions of the Intergovernmental Cooperation Agreement, attached as Exhibit A, are made a part of this Resolution. This authorization shall apply regardless of whether one or more of the above municipalities decide not to participate and join in the Intergovernmental Cooperation Agreement.

SECTION 3. Severability Clause. In the event any provision, section, sentence, clause, or part of this Resolution shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Resolution, it being the intent of the Board of Supervisors of Middlesex Township that such remainder shall be and shall remain in full force and effect.

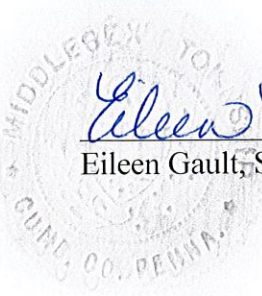
SECTION 4. Repealer. All resolutions or parts of resolutions inconsistent herewith are expressly repealed.

SECTION 5. Effective Date. This Resolution shall be effective immediately.

DULY RESOLVED by the Board of Supervisors of Middlesex Township, Cumberland County, Pennsylvania, this 31st day of January, 2025, in lawful session duly assembled.

ATTEST:

MIDDLESEX TOWNSHIP




Eileen Gault, Secretary


Donald S. Geistwhite, Jr., Chairman

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is entered into on this ____ day of _____, 2025, by and between:

The **NORTH MIDDLETON TOWNSHIP**, Cumberland County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 2051 Spring Road, Carlisle, Pennsylvania 17013;

AND

The **SOUTH MIDDLETON TOWNSHIP**, Cumberland County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 520 Park Drive, Boiling Springs, Pennsylvania 17007;

AND

The **BOROUGH OF SHIPPENSBURG**, Cumberland and Franklin Counties, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 111 N. Fayette Street, Shippensburg, Pennsylvania 17257;

AND

The **MIDDLESEX TOWNSHIP**, Cumberland County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 350 N. Middlesex Road, Carlisle, Pennsylvania 17013;

AND

The **BOROUGH OF CARLISLE**, Cumberland County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 53 W. South Street, Carlisle, Pennsylvania 17013 (collectively, hereinafter “Participating Municipalities”).

WITNESSETH:

WHEREAS, pursuant to the Second Class Township Code, 53 P.S. §§ 65101, *et seq.*, second class townships in the Commonwealth of Pennsylvania are authorized to oversee and regulate the proper management, care and control of the township and its finances and the maintenance of peace, good government, health and welfare of the township and its citizens when not inconsistent with state or federal law; and

WHEREAS, the Second Class Township Code empowers political subdivisions to enter into agreements with other municipalities, in accordance with existing laws, for performing governmental powers, duties, functions and maintaining peace, good government, health and welfare of the respective municipalities, and their citizenry; and

WHEREAS, pursuant to the Borough Code, 8 Pa.C.S.A. § 1202(24), and 53 Pa.C.S.A. § 2301 *et. seq.*, Boroughs are empowered to enter into agreements with other political subdivisions, in accordance with existing laws, in performing government power 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 Participating Municipalities have joined together in a shared interest of procuring the services of a third-party contractor (the “Contractor”) for the processing and disposal of yard waste throughout the Participating Municipalities (the “Services”); and

WHEREAS, the Participating Municipalities desire to jointly solicit and accept bids for the Contractor’s Services and award a contract for the Services to the lowest responsible bidder; and

WHEREAS, the Participating Municipalities deem it in the best interests of their residents, in accordance with the terms and conditions herein, to enter into this Agreement providing for cooperation for joint solicitation and acceptance of bids related to the hiring of the Contractor.

NOW, THEREFORE, in consideration of the above and intending to be legally bound hereby, the Participating Municipalities do agree to the following terms of this Agreement:

1. Recitals. The above recitals are incorporated as if fully set forth herein.
2. Scope. The scope of this Agreement shall be limited to the Participating Municipalities’ cooperation for the joint solicitation and award of bids for the procurement of Contractor’s Services for the processing and disposal of yard waste throughout the Participating Municipalities. The Participating Municipalities shall jointly determine the lowest responsible bidder to whom a contract for the Services should be awarded. However, each Participating Municipality shall have the authority to enter into a separate agreement with the Contractor regarding the specific scope, volume, and frequency of work and Services to be provided to the Participating Municipality.
3. Notice – Seeking Bids.
 - A. The Participating Municipalities hereby agree that they shall jointly provide notice to the public that they are seeking bids for the procurement of Contractor’s Services for the processing and disposal of yard waste throughout the Participating Municipalities. The complete proposal packet containing the specifications, instructions, proposal, and contract for the Services shall be jointly prepared, reviewed, and subject to approval by all of the Participating Municipalities.
 - B. Upon approval of the Participating Municipalities, the complete proposal packet may be obtained by picking up a hard copy at the following location or electronically at the following Participating Municipality’s Website:

South Middleton Township Office
520 Park Drive
Boiling Springs, PA 17007
<https://www.smiddleton.com>

4. Submission and Review of Bids.

- A. Each Bid shall be submitted to the Participating Municipalities as a whole. The Participating Municipalities shall review each bid and the Participating Municipalities shall jointly determine whether to accept or reject the Bidders' Bids.
- B. The decision to award a contract to the Contractor deemed to be the lowest responsible bidder shall be made jointly by each of the Participating Municipalities.

5. Award of Contract. Upon the determination of the lowest responsible bidder by the Participating Municipalities, each Participating Municipality shall have the authority to enter into a separate agreement with the Contractor regarding the specific scope of work and Services to be provided to each Participating Municipality. Each Participating Municipality shall be solely responsible for payment to the Contractor for services rendered to the Participating Municipality.

6. Miscellaneous.

- A. **Shared Costs.** The Participating Municipalities agree to share equally all administrative costs incurred in the implementation of this joint endeavor.

- B. **Future Participating Municipalities**

The Participating Municipalities acknowledge, agree, and understand that this Agreement is intentionally drafted to accommodate other municipal subdivisions that similarly determine the need for a yard waste processing and disposal program in their respective jurisdictions and wish to join as a Participating Municipality.

After the execution of this Agreement, any new municipality or governmental body, requesting to become a party to this Agreement and participate in the Yard Waste Processing and Disposal Project shall be admitted upon approval of all Participating Municipalities.

The joining municipality understands and acknowledges that the Contractor maintains the authority and discretion to enter or not enter into a Contract with any future joining municipality and that the Contractor is not obligated to enter into a Contract for yard waste processing and disposal services with any future joining

participating municipality which may join the Yard Waste Processing and Disposal Project at a future date and time.

- C. **Termination.** Any Participating Municipality may terminate this Agreement with not less than thirty (30) days' written notice to the other Participating Municipalities.
- D. **Legal Authority.** Each Participating Municipality represents and warrants to the other that it has full legal authority to enter into this Agreement, that the officers or representatives signing this Agreement have been duly authorized to sign by their respective party, and that entering this Agreement will not conflict with or violate the terms of any other agreement or obligation to which each respective party hereto is obligated or bound.
- E. **Governing Law.** This Agreement shall be construed according to, be subject to and be governed by the laws of the Commonwealth of Pennsylvania and any legal and /or equitable action taken involving this Agreement shall be filed with the Court of Common Pleas of Cumberland County.
- F. **Entire Agreement.** This Agreement contains the entire agreement by and between the parties hereto with respect to the matters addressed herein.
- G. **Modification.** This Agreement may not be modified or amended except in a writing signed by the parties hereto.
- H. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Participating Municipalities, their respective heirs, administrators, successors and assigns.
- I. **Interpretation.** The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- J. **Severability.** Should any provision of this Agreement for any reason be held illegal or invalid, no other provision of this Agreement shall be affected, and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.
- K. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as an original, but such counterparts shall together constitute but one and the same instrument.
- L. **Effective Date.** This Agreement shall be effective as of the date of execution.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officer, intending to be legally bound, have executed this Agreement as of the date first written.

ATTEST

NORTH MIDDLETON TOWNSHIP

By:

Name: David B. Smith

Title: Chairman

(SEAL)

ATTEST

SOUTH MIDDLETON TOWNSHIP

By:

Name: Rick Reighard

Title: Chairman

(SEAL)

ATTEST

BOROUGH OF SHIPPENSBURG

By:

Name: Michael Fague

Title: President

(SEAL)

ATTEST

BOROUGH OF CARLISLE

By:

Name:

Title: President

(SEAL)

ATTEST

MIDDLESEX TOWNSHIP

By:

Name: Donald S. Geistwhite Jr.

Title: Chairman

(SEAL)