

RESOLUTION NO. 2024-10

**BOROUGH OF DUBLIN
BUCKS COUNTY, PENNSYLVANIA**

RESOLUTION OF DUBLIN BOROUGH, BUCKS COUNTY, AUTHORIZING THE APPROPRIATE OFFICERS OF DUBLIN BOROUGH TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH OTHER BUCKS COUNTY MUNICIPALITIES FOR YEARLY COLLECTION OF RESIDENTIAL AND COMMERCIAL RECYCLING DATA BY HOUGH ASSOCIATES AND PREPARE A MULTI-MUNICIPAL PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION 904 RECYCLING PERFORMANCE GRANT APPLICATION

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. § 2301, *et seq.*, as well as Section 1507 of the Pennsylvania Second Class Township Code and Section 1202(34) of the Pennsylvania Borough Code authorize townships and boroughs, respectively, to enter into agreements with other municipalities in order to cooperate in performing governmental powers, duties and functions, and in carrying into effect provisions of law relating to said subjects which are common to such political subdivisions; and

WHEREAS, Plumstead, Hilltown, and East Rockhill Townships and Dublin Borough, all of Bucks County, have determined that it would support the health, safety, and welfare of their residents to cooperate in obtaining Hough Associates' services in the yearly filing of multi-municipal Pennsylvania Department of Protection 904 Recycling Performance Grant Application ("Application"); and

WHEREAS, Dublin Borough Council has determined that it would support the health, safety, and welfare of their residents to cooperate with other Bucks County municipalities in obtaining Hough Associates' services in connection with filing the Application every year; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act requires that each municipality cooperating with other municipalities enact an ordinance or resolution authorizing its officers to enter into an Intergovernmental Agreement that sets forth the terms and conditions of cooperation with other municipalities; and

WHEREAS, Dublin Borough, through its solicitors, has created an Intergovernmental Agreement ("Agreement") to retain Hough Associates for the yearly filing of the Application, and Plumstead, East Rockhill and Hilltown Townships are also willing to enter said Agreement;

WHEREAS, Dublin Borough desires to authorize its appropriate officers to enter into an Intergovernmental Agreement with other Bucks County municipalities for obtaining Hough Associates' services in connection with the yearly Application pursuant to the terms of the attached Agreement;

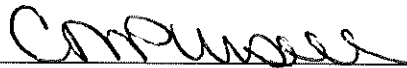
NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of Dublin Borough as follows:

The appropriate officers of Dublin Borough are hereby authorized to enter into an Intergovernmental Agreement with other Bucks County municipalities to obtain Hough Associates' services in connection with the Application, as defined above, on a yearly basis until Dublin Borough decides to terminate the agreement by a majority vote of its Borough Council. A true and correct copy of the Intergovernmental Agreement, which is adopted hereby, is attached hereto as Exhibit "A" and incorporated herein by reference.

RESOLVED, at a duly convened meeting of the Borough Council of Dublin Borough conducted on this 25th day of November, A.D., 2024.

DUBLIN BOROUGH COUNCIL

ATTEST:



Colleen M. Pursell, Borough Manager



Tim Hayes, Council President

INTERGOVERNMENTAL AGREEMENT

AUTHORIZING HOUGH ASSOCIATES TO COLLECT RESIDENTIAL AND COMMERCIAL RECYCLING DATA AND PREPARE A MULTI-MUNICIPAL PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION 904 RECYCLING PERFORMANCE GRANT APPLICATION

THIS AGREEMENT, by and between Plumstead Township, East Rockhill Township, Hilltown Township, and Dublin Borough (hereinafter, the "Participating Municipalities").

BACKGROUND

WHEREAS, Hough Associates (hereinafter "Hough") is a professional consultant that assists municipalities in collecting recycling data and preparing Pennsylvania Department of Environmental Protection (hereinafter "PADEP") recycling performance grant applications; and

WHEREAS, the Participating Municipalities all contract with Hough to collect recycling data and prepare their respective annual PADEP recycling performance grant applications; and

WHEREAS, the Participating Municipalities wish to pursue multi-municipal PADEP 904 recycling performance grant applications (hereinafter referred to as "Grant Application" or "Grant Applications") for the foreseeable future; and

WHEREAS, the Participating Municipalities entered into an Intergovernmental Agreement to pursue multi-municipal PADEP 904 recycling performance grant applications (hereinafter "2017 Agreement") on or around July 3, 2017 for a five year period; and

WHEREAS, the 2017 Agreement has lapsed; and

WHEREAS, the Participating Municipalities wish to continue pooling their resources through these Grant Applications and prevent another lapse in any agreement; and

WHEREAS, the "Second Class Township Code", 53 P.S. Section 66507, the "Borough Code", 8 Pa. C.S. Section 1202(24), and the provisions of 53 Pa. C.S. Section 2301, *et seq.*, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers, and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

WHEREAS, the Participating Municipalities wish to enter into a new Intergovernmental Agreement (hereinafter "Agreement") providing for intergovernmental cooperation for the retention of Hough to complete the Grant Applications for every calendar year for the foreseeable future; and

WHEREAS, the Participating Municipalities intend for participation in the Agreement to be completely voluntary and terminable by any Participating Municipality at will as to that municipality's participation; and

WHEREAS, the Participating Municipalities find that Hough's completion of the Grant Applications pursuant to this Agreement is in the interest of the public health, safety, and welfare of the Participating Municipalities.

NOW, THEREFORE, in consideration of the premises set forth above and intending to be legally bound hereby, the Participating Municipalities do agree as follows:

1. The Participating Municipalities agree that Hough shall collect recycling data and file a Grant Application as defined above for a period of one (1) year from the date hereof.
2. The term of this Agreement shall automatically extend for additional terms of one (1) year, unless any party hereto gives written notice of its intent not to renew same at least thirty (30) days prior to the end of the current term in the manner mandated by this Agreement.
3. Each Participating Municipality shall contract directly with Hough and pay Hough directly to perform the services, as described in this Agreement, necessary to complete the Grant Applications.
4. Each Participating Municipality shall supply all required documentation, records, or other information necessary for the Grant Applications directly to Hough.
5. Hough shall perform the following services in connection with the Grant Applications:
 - a. Deliver recycling data collection forms to all haulers operating in the Participating Municipalities;
 - b. Prepare and mail recycling data collection forms to major commercial entities;
 - c. Collect the yearly reported recycling data in both hard copy and on a computer database;
 - d. Collect recycling residue rates or market certificates used in the Grant Applications;
 - e. File the Bucks County Recycling Survey before the submission deadline every February;
 - f. File the Recycling Performance Grant Application to PADEP before the filing deadlines;
 - g. Calculate the awards for each Participating Municipality and as a group; and
 - h. In the event of a PADEP audit, Hough Associates will defend the application at no cost to the Participating Municipalities.
6. The Participating Municipalities will provide Hough with a current list of commercial entities that operate in each Participating Municipality.

7. No provisions for financing shall be made under this Agreement. Each Participating Municipality shall be responsible for its own out-of-pocket costs and its own solicitor's fees regarding the following:
 - a. Review of this Agreement;
 - b. Drafting a separate agreement with Hough; and
 - c. Preparation and adoption of an Ordinance or Resolution authorizing each Participating Municipality to enter into this Agreement pursuant to the Intergovernmental Agreement Act, as amended.
8. If at any time, a Participating Municipality wishes to end its participation in the Agreement, it shall give thirty (30) days written notice.
9. Any additional municipality that wishes to become a party to this Agreement shall be admitted by a two-thirds (2/3) vote of the Participating Municipalities.
10. No property, real or personal, shall be acquired, managed, licensed, or disposed of under this Agreement except as explicitly provided within this Agreement. No disposition of property, real or personal, should otherwise be inferred.
11. If insurance or employee benefits become necessary for any reason related to any provision of this Agreement, the provision of insurance or employee benefits is the sole responsibility of the Participating Municipality requiring insurance or employee benefits, excepting that under no circumstances shall Hough, or its agents or assigns, require any Participating Municipality to provide Hough, or its agents or assigns, with any form of insurance or employee benefits.
12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
13. This Agreement represents the entire agreement between the parties hereto. Any amendment to this Agreement shall be in writing and must be signed by all the parties hereto in order to be valid and enforceable.
14. This Agreement may be executed in counterparts, each individual agreement between Hough and a Participating Municipality shall become part of the whole Agreement and shall bind that Participating Municipality to the terms of this Agreement.

INTENDING to be legally bound hereby, the Participating Municipality hereby sets forth the hand and seal of its Chairperson/President and Manager on the date set forth herein below.

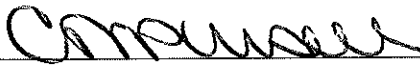
ATTEST:

By: _____
Stacey Mulholland, Township Manager

**PLUMSTEAD TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
James McComb, Chairman

ATTEST:

By:  _____
Colleen M. Pursell, Borough Manager

DUBLIN BOROUGH COUNCIL

By:  _____
Timothy Hayes, President

ATTEST:

By: _____
Deanna Ferry, Township Manager

**HILLTOWN TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Caleb Torrice, Chairman

ATTEST:

By: _____
Marianne Hart Morano, Township Manager

**EAST ROCKHILL TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
David R. Nyman, Chairman

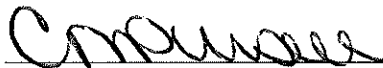
**AGREEMENT AUTHORIZING HOUGH ASSOCIATES TO COLLECT RESIDENTIAL AND
COMMERCIAL RECYCLING DATA AND PREPARE PADEP 904 RECYCLING GRANT
APPLICATIONS FOR DUBLIN BOROUGH**

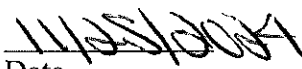
Dublin Borough authorizes Hough Associates to collect recycling data for a period of one (1) year as of the signing date. This agreement shall automatically renew each year unless this agreement is properly rescinded with at least thirty (30) days' notice prior to the next renewal. Hough Associates will prepare joint grant applications with other municipalities if they agree to work together by an Intergovernmental Agreement created under the authority provided by the Intergovernmental Cooperation Act, 53 Pa. C.S. Section 2301, *et seq.* Hough Associates will file individual applications for Dublin Borough if it does not want to participate in joint applications or no other municipalities agree to file joint applications.

Hough Associates will:

- Prepare and mail annual data collection forms to haulers for reporting the recycling tonnage collected in Dublin Borough and to identify where these recyclables were processed;
- Prepare and mail annual forms to recycling markets for reporting recycling residue rates;
- Contact all haulers and markets that did not respond to the mailing;
- Compile the annual recycling data reported to the Borough and to Hough Associates in both hard copy and on a computer database;
- Retain data for four (4) years following each filing;
- Prepare and file the annual Bucks County Recycling Survey Report due in February;
- Prepare and mail annual commercial recycling education to Borough businesses;
- Analyze the benefits of a joint grant application with other Bucks County municipalities; and
- Prepare and file the 904 Recycling Performance Grant Application forms for Dublin Borough or a joint application with other municipalities on or before PADEP's filing deadlines.

Dublin Borough will provide Hough Associates with annual update of the commercial entities that operated in the Borough for use in data collection and the recycling education mailing.


Accepted by Dublin Borough


Date

Accepted by Hough Associates

Date