

To: General Code

From: Rankin Borough

Please codify the following ordinance , and update E360.

Thank you,

Terri L. Lawson

BOROUGH OF RANKIN
ORDINANCE NO. 587

AN ORDINANCE OF THE BOROUGH OF RANKIN, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING, THE BOROUGH OF RANKIN TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR REFUSE COLLECTION IN THE BOROUGH OF RANKIN BY THE BOROUGH OF SWISSVALE, DIRECTING THAT NECESSARY AND PROPER ACTION BE TAKEN BY THE BOROUGH OF RANKIN TO IMPLEMENT THE TERMS THEREOF, SETTING FORTH THE FINANCIAL AND OPERATIONAL OBLIGATION OF THE PARTIES, AND PROVIDING FOR SEVERABILITY AND FOR THE REPEAL OF ALL PRIOR INCONSISTENT ORDINANCES OR RESOLUTIONS.

WHEREAS, the Borough of Rankin (“Rankin”) has the power and responsibility to provide for the removal and disposal of garbage, waste and refuse generated within Rankin (“Refuse”) pursuant to 8 Pa.C.S. § 25B01, *et seq.* of the Pennsylvania Borough Code ; and,

WHEREAS, Rankin also has the authority, pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa.C.S. §§ 2301, *et seq.* to delegate to another political subdivision, by resolution or ordinance, the responsibility for providing Refuse collection services in Rankin pursuant to the terms and conditions of an Intergovernmental Cooperation Agreement; and

WHEREAS, Rankin Council, after weighing various options, believes that it is in the best interest of its citizens, and most cost effective, to adopt this Ordinance ratifying and entering into an Intergovernmental Cooperation Agreement with the Borough of Swissvale for the providing by the Borough of Swissvale of Trash collection services in Rankin pursuant to the terms and conditions of the written “Refuse Collection Agreement” submitted to Rankin by the Borough of Swissvale a copy of which is attached hereto as Exhibit A (the “ICA Agreement”).

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the Borough of Rankin, County of Allegheny that:

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

SECTION 2: Rankin hereby agrees to, accepts and adopts the ICA Agreement attached hereto as Exhibit A, and the appropriate Rankin Borough officers are hereby authorized and directed to execute same and otherwise take all actions necessary and proper to bind Ranking Borough as a party to the ICA Agreement pursuant to the Intergovernmental Cooperation Act, and the terms of the Agreement.

SECTION 3: The term of the ICA Agreement commences on September 1, 2025, and terminates at the end of the day on December 31, 2029 unless earlier terminated in accordance with the procedure for providing notice of termination set forth therein or extended in accordance with the terms set forth in the ICA Agreement.

SECTION 4: Pursuant to the requirements of the Intergovernmental Cooperation Act, the terms of the ICA Agreement shall govern: the conditions of the ICA Agreement; the duration of the term of the ICA Agreement; the purposes and objectives of the ICA Agreement; and the manner and extent of financing the ICA Agreement; the organizational structure necessary to implement the ICA Agreement and terms of service.

SECTION 5: All other ordinances, resolutions, or parts thereof inconsistent herewith are hereby repealed in whole or in part only to the extent necessary to remedy the inconsistency.

SECTION 6: This Ordinance shall take effect immediately upon enactment.

ORDAINED AND ENACTED by the Council of the Borough of Rankin, County of Allegheny, and Commonwealth of Pennsylvania, this 12 day of August, 2025.

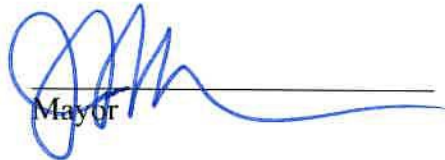
ATTEST:


Borough Manager/Secretary

BOROUGH OF RANKIN


President, Borough Council

EXAMINED AND APPROVED this 12 day of August 2025.


Mayor

REFUSE COLLECTION AGREEMENT

Entered into this 6th day of August 2025 between Rankin Borough, County of Allegheny, Commonwealth of Pennsylvania, (hereinafter referred to as "Rankin") and the Borough of Swissvale, County of Allegheny, Commonwealth of Pennsylvania (hereinafter referred to as "Swissvale").

WHEREAS, the Borough of Swissvale ("Swissvale") operates a public municipal refuse collection department and has the capacity to expand its collection to neighboring communities; and,

WHEREAS, Rankin has determined that engaging Swissvale to collect refuse for residents within Rankin will provide a more efficient and economical means of providing refuse services to its residents; and,

WHEREAS, Rankin and Swissvale agree that Swissvale shall collect refuse in Rankin Borough pursuant to an intergovernmental cooperation agreement setting forth the terms and conditions for refuse collection; and

WHEREAS, cooperation between the Swissvale and Rankin in the exercise and performance of their governmental powers, duties and functions is authorized by various acts of the general assembly, including the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177 (53 Pa. C.S.A. §2301 et seq.).

WHEREAS, This Refuse Collection Agreement ("Agreement") will require Swissvale to collect refuse within Rankin from approximately 656 residences, consisting of

single family residences and multi-family residences containing less than four living units pursuant to Rankin's Solid Waste Collection Ordinance.

NOW, THEREFORE, in consideration of the above promises, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **RECITALS** - The above recital paragraphs are incorporated herein as if set forth at length.

2. **NATURE OF CONTRACT** - This contract is deemed to be an authorized intergovernmental contract for shared municipal services.

3. **ORIGINAL AND RENEWAL TERMS** – The Original Term of this Agreement shall commence on September 1, 2025 and shall terminate on December 31, 2029. After the termination of the Original Term, the Agreement shall automatically renew on a month-to-month basis (the "Month-to-Month Renewal Term"). During the Month-to-Month Renewal Term, the Agreement may be terminated by either party after providing 60-days written notice to the other party.

4. **MONTHLY PAYMENT** - Rankin agrees to pay Swissvale \$14,533.33 per month for the first sixteen months of the contract (September 1, 2025 – December 31, 2026). Rankin agrees that this Monthly Payment shall increase by 5% for each subsequent year of the Agreement with fees as follows:

| | |
|---|---|
| September 1, 2025 – December 31, 2025: | \$ 58,333.33 annually, \$14,583.33 monthly |
| January 1, 2026 – December 31, 2026: | \$175,000.00 annually, \$14,583.33 monthly |
| January 1, 2027 – December 31, 2027: | \$183,750.00 annually, \$15,312.50 monthly |
| January 1, 2028 – December 31, 2028: | \$192,937.50 annually, \$16,078.13 monthly |
| January 1, 2029 – December 31, 2029: | \$202,584.37 annually, \$16,882.03 monthly |

For each subsequent year of the Month-to-Month Renewal Term, the Monthly Payment shall continue to increase by 5% of the Monthly Payment in effect for the previous year, in the same manner as the annual increase during the Original Term. Payment for each month of work shall be made on or before the thirtieth day of the month in which the work will be done. Any payment that is delinquent by 30 days or more shall be considered a late payment and a breach of a material term of this Agreement.

5. **REOPENER** – Swissvale shall have the right to reopen and renegotiate the Monthly Payment for Refuse Collection under this Agreement if there is an increase of greater than 15% in either 1) the annual landfill fees charged to Swissvale for disposal of refuse collected under this Agreement or 2) Regulatory Fees charged to Swissvale as a result of dumping at the Landfill. If Swissvale determines the parties are unable to reach an agreement during renegotiations under this paragraph, Swissvale shall have the option to terminate this Agreement after 120 days written notice to Rankin.

The fees for this contract are based upon an annual tonnage of 509 tons as reported by Rankin. If it is found that the annual tonnage is more than 10% higher than the reported tonnage the contract was based upon, Swissvale shall have the right to increase the monthly/annual fee in an amount proportionally to the overage.

6. **TERMS AND CONDITIONS** - Swissvale shall collect refuse in the Borough of Rankin under the following terms and conditions:

- A. Swissvale shall collect trash in Rankin every Friday. Swissvale will furnish a schedule noting the days when trash collection will be delayed due to holidays. Swissvale shall have the right to change the collection day during the course of the contract to a day mutually agreed upon with Rankin.
- B. Collection shall be made between the hours of 6:00 a.m., and 6:00 p.m., prevailing time. Swissvale shall not be required to enter any structure. Swissvale shall pick up refuse from only one location at the residence

using due care to protect the property of the resident and to make as little disturbance as possible. All pick-up shall be curbside whether it is in the street or alley. There will be no back yard, porch pick-up or pick-up on private property. All trash must be outside of any fence line or tree line. Swissvale shall only be responsible for collection from occupied residences and no collection from vacant homes or vacant property.

- C. There shall be no limitations on the number of cans or bags collected, but there shall be no more than one bulk-item collected at each residence on a weekly basis. Swissvale will not collect household cleanouts or moveouts.
- D. Swissvale will not be required to pick up demolition, remodeling and construction materials, paving material, cement stones, gravel, dirt, broken concrete, bricks, concrete blocks, concrete wash tubs, automotive parts, tires, batteries, sod, flammable liquids, household hazardous waste, metal drums, televisions, computers, other electronic waste, Freon-containing appliances or any other hazardous materials that are not permitted to be collected as household trash.
- E. Rankin shall ensure that all residents utilize garbage containers, not to exceed 40 gallons in size, or other enclosed containers for the collection of refuse. Swissvale will not be required to collect refuse from improper containers. All trash must be bagged within the cans and no collection of loose trash of any kind will be conducted regardless of whether it is in a can or not. Swissvale shall not be responsible for collecting loose trash on the ground or trash that has been scattered as a result of rodent damage.
- F. All refuse shall be transported through the streets of Rankin in water-tight, completely enclosed metal bodies and said vehicles shall be properly cleaned and maintained by Swissvale.
- G. Swissvale may choose to negotiate directly with individual residents or owners to provide refuse services for an additional charge to remove items not within the definition of refuse under this Agreement, such as appliances or building materials.
- H. Refuse shall include only garbage, household rubbish, and lawn and yard debris as herein defined.
- I. Swissvale will provide a dumpster at the Rankin Municipal Building and will service the dumpster on a weekly basis on the trash collection day.

7. Definitions

- A. Garbage - Means the animal or vegetable refuse from the storing, handling, preparation and consumption of food stuffs.
- B. Household Rubbish - Means newsprint and all other trash, scrap, litter, debris, waste and refuse naturally or normally generated from a household. Household rubbish shall specifically exclude the materials listed in Section 6C of this agreement.
- C. Lawn & Yard Debris - Means cut grass, plant trimmings, branches and other organic yard waste which must be placed in bags or tied securely so that it may be loaded easily. Swissvale will not collect loose sticks, branches or lumber.
- D. Garbage Container - Means a water-tight plastic or metal can designed primarily for the storage of garbage which is fitted with a handle or handles for ease of movement which is equipped with a tight lid or cover and which has a maximum capacity not exceeding 40 gallons.
- E. Hazardous Materials - Means those materials containing any environmentally unsafe substance as is defined by D.E.P. regulations including but not limited to oil, car batteries, tires, chemicals, paint thinners, and asbestos.

8. **GOVERNING ORDINANCE** - Except to the extent there is any conflict with the terms and conditions stated on the face of this Agreement, Swissvale agrees to collect refuse in Rankin under the terms and conditions of the solid waste ordinance in effect in Rankin which is attached as Exhibit "A." In the event there is a conflict with Exhibit "A," the terms and conditions stated on the face of this Agreement shall control.

9. **UNITS COVERED AND SPECIAL PICKUPS** - This Agreement only requires Swissvale to collect refuse from the following categories of residential units, located within Rankin's municipal boundaries: Single family residential homes and multi-family residences containing less than 4 residential units. Swissvale may arrange with individual owners or residents not covered by this Agreement for special pickups of refuse from these non-covered owners or residents. These may include commercial, industrial and institutional owners

or residents, and owners or residents of multi-family residences with 4 or more units. Additionally, Swissvale may arrange with individual owners or residents for special pickups of categories of solid waste that do not come within the definition of refuse under this Agreement and, therefore, are not covered by this Agreement. Any special pickups as described in this paragraph shall not involve Rankin or this Agreement, and Swissvale is not obligated to make any such special pickups. All arrangements for special pickups shall be made between Swissvale and the individual owners or residents.

10. **INDEPENDENT CONTRACTOR** - The relationship of Swissvale and Rankin under this Agreement shall be that of an independent contractor. Swissvale is subject to direction and control of Rankin only as to the results to be accomplished. The means and methods for accomplishing the desired results shall be at the full discretion, skill and judgment of Swissvale. Swissvale and its employees and agents are not employees or agents of Rankin.

11. **INSURANCE AND INDEMNIFICATION** – Swissvale shall follow the provisions of the Workmen's Compensation Act of 1915, with its amendments and supplements, and will insure its liability thereunder, and will further carry an insurance policy providing liability insurance, the limits of which shall be not less than \$1,000,000.00 and Rankin shall be named as a co-insured with Swissvale. Proof of such insurance shall be provided to Rankin upon request.

In the event there is a third party legal challenge to the validity of this contract, each party will defend itself at its own expense. Neither party will be entitled to reimbursement from the other for fees, costs or expenses for that defense.

Swissvale agrees that it will defend, indemnify and hold Rankin, its agents, officers and

employees harmless, from any and all claims made against Rankin or any of them arising out of the negligence or alleged negligence on the part of Swissvale, its agents, officers or employees in the performance of its duties under this contract. Further, if any judgments or awards are entered, Swissvale will immediately discharge or appeal the same on behalf of Rankin, its agents, officers or employees.

12. **WARRANTIES** - Swissvale warrants that it has the necessary equipment, supplies, manpower, capability, training, supervision, experience and familiarity with the Borough of Rankin to provide refuse collection services in a timely manner under this Agreement.

Swissvale warrants that it will conduct its responsibilities under this Agreement in a professional and workmanlike manner pursuant to relevant industry standards.

13. **ADDITIONAL COSTS** – Any costs not included in this Agreement but incurred by Swissvale in the performance of this Agreement, shall be Swissvale's sole responsibility.

14. **BREACH** - Any breach of a material term of this Agreement, including but not limited to a payment from Rankin that is more than 30 days late or community-wide refuse pickups by Swissvale that are more than one week late (with the exception of pickups reasonably delayed by inclement weather or other factors outside of Swissvale's control), shall be grounds for the non-breaching party to immediately terminate this Agreement.

15. The Agreement herein and the attached Exhibit "A" contains the entire agreement of the parties with respect to its subject matter and the terms and provisions of this Agreement may only be modified or waived by a written document executed by all parties.

16. In the event that any term or provision of this Agreement is lawfully held or declared to be invalid, illegal or unenforceable, it shall be deleted to the extent necessary under the applicable law and the validity of the other terms and provisions shall not be affected hereby.

17. This Agreement inures to the benefit of and binds the parties and their respective successors and assigns.

18. **BINDING AGREEMENT** - This agreement is executed by virtue of an Ordinance of Swissvale duly passed at a meeting thereof on the 6th day of August, 2025, and by virtue of an Ordinance of Rankin duly passed at a meeting thereof on the ___ day of August, 2025.

19. **CHOICE OF LAW AND SEVERABILITY** - This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. A determination by a court of competent jurisdiction that any part of this Agreement is not valid for any reason shall not affect the validity of any other part.

20. **NOTICE** - Any notice required under this Agreement shall be in writing, shall refer to this Agreement, and shall be deemed made when sent by first class United States registered or certified mail, postage prepaid, addressed as follows:

To Swissvale: Swissvale Borough Manager
7600 Evans Street
Pittsburgh, PA 15218

To Rankin: Rankin Borough Manager
320 Hawkins Avenue.
Rankin, PA 15104

WITNESS the due execution hereof the day and year first above written.

ATTEST:



Borough Manager

BOROUGH OF Rankin



President, Borough Council

Date: 8-13-25

ATTEST:

Borough Manager

BOROUGH OF SWISSVALE

President, Borough Council

Date: _____

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