

RESOLUTION NO. 46 - 2019

Moved by:



A Resolution to provide initial funding and security to initiate the approved Interim Operational Agreement between the City of Harrisburg and the Borough of Steelton.

WHEREAS, the City of Harrisburg (City) entered into an Interim Operational Agreement with the Borough of Steelton to provide residential municipal solid waste and recycling collection and disposal services, a true and correct copy of which is attached hereto as Exhibit A; and

WHEREAS, the Interim Operational Agreement requires initial funding to efficiently commence services and otherwise comply with the terms thereof; and

WHEREAS, under the Agreement the City shall provide security for the Borough of Steelton and the parties, through their respective representatives, thereby have agreed that the establishment of a Restricted Fund by the City of Harrisburg with a balance of One Hundred Thousand Dollars (\$100,000.00) shall be the mutually agreed upon security pursuant to the Agreement; and

WHEREAS, the City will be required to make an initial expenditure of funds to satisfy the City's obligations to commence these services and otherwise comply with the terms of the Interim Operational Agreement; and

WHEREAS, the Mayor has determined that in order to properly commence services without risk of a funding shortfall the City shall need to reallocate Four Hundred and Seventy Thousand Dollars (\$470,000.00) on the basis of the following estimates: up to One Hundred and Fifty Thousand Dollars (\$150,000.00) in municipal solid waste tipping fees; up to Twenty Thousand Dollars (\$20,000.00) in recycling tipping fees; up to One Hundred and Sixty Thousand Dollars (\$160,000.00) for the purchase of residential municipal solid waste containers; up to One Hundred and Fifteen Thousand Dollars (\$115,000.00) for the purchase of residential recycling containers; and up to Twenty Five Thousand Dollars (\$25,000.00) to pay for distribution of residential municipal solid waste and recycling containers; and

WHEREAS, under the advice and direction of the City Law Bureau it was determined that such funds should be allocated from the General Fund which hereinafter shall be reimbursed through the fees collected for the collection and disposal services to the residents of Steelton pursuant to the Interim Operational Agreement; and

WHEREAS, the Business Administrator, Department of Finance and Department of Public Works shall undertake the administration of the Interim Operational Agreement and provide for the financial accounting thereof in a manner consistent with laws and standards governing the use, reporting, and accounting of funds.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that a Restricted Fund is hereby established in the amount of One Hundred Thousand Dollars (\$100,000.00) to provide security for the Borough of Steelton pursuant to the terms of the Interim Operational Agreement.

BE IT FURTHER RESOLVED that the proposed reallocation of funds to implement this Resolution in the sum of Four Hundred and Seventy Thousand Dollars (\$470,000.00) from the General Fund is authorized to initiate services in a manner consistent with the provisions herein.

BE IT FURTHER RESOLVED the Business Administrator, Department of Finance, and Department of Public Works shall report to the Council the details of the implementation of this Resolution at the time of the presentation of the formal intergovernmental cooperation agreement or the expiration of the Interim Operational Agreement.

BE IT FURTHER RESOLVED that the Mayor, Controller, Business Administrator, Finance Director, Director of Public Works and other all appropriate City officials are hereby authorized and directed to take all steps necessary to effectuate this Resolution.

I second this resolution: *Jim W. = Dave Madsen*

Passed by City Council June 25, 2019

Wanda R. D. Williams

President of City Council

Attest *Ka. Pitt*
City Clerk

- Approved
- Returned to City Council with objections

YEAS	NAYS
MR. ALLATT	<i>Excused</i>
MS. BOWERS	
MS. DANIELS	
MS. GREEN	
MR. MADSEN	
MR. MAJORS	
MS. WILLIAMS	
Yeas <u>6</u>	
Nays <u>0</u>	

Exhibit A

Interim Operational Agreement between

The City of Harrisburg, Pennsylvania

and

The Borough of Steelton, Pennsylvania

This Interim Agreement ("Agreement") is made and entered into by and between the City of Harrisburg ("City") and the Borough of Steelton ("Borough"), acting through their proper officials.

WHEREAS, the City is a third class city incorporated under the Laws of the Commonwealth of Pennsylvania and operating under the Optional Third Class City Charter Law with its offices located at Martin Luther King Jr. City Government Center, 10 North 2nd Street, Harrisburg, PA 17101; and

WHEREAS, the Borough is a borough incorporated under the Laws of the Commonwealth of Pennsylvania with its offices located at 123 N. Front Street, Steelton, PA 17113; and

WHEREAS, the Borough requires municipal solid waste and recycling collection and disposal services for its residents; and

WHEREAS, the City desires to provide such services to the residents of the Borough; and

WHEREAS, the parties desire to work together to provide more efficient and effective services to their respective residents; and

WHEREAS, the parties will be required to enter an Agreement pursuant to the Intergovernmental Cooperation Act, 53 P.S. § 2301 *et seq.* to coordinate and manage the sharing of these municipal service responsibilities for any extended period of time; and

WHEREAS, the Borough and the City intend to enter into such a long term agreement as soon as practicable.

WHEREAS, until the long term Intermunicipal Agreement for municipal solid waste and disposal services is finalized and adopted by both parties pursuant to Intergovernmental Ordinances, it is necessary for the aforesaid services to be provided by the City to the Borough residents pursuant to this Interim Operational Agreement.

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

Exhib. 7 'A'

1. The City shall provide residential municipal solid waste and recycling collection and disposal services (hereinafter "Trash Services") for the Borough beginning on July 1, 2019.
2. The City shall be responsible to provide an advance quarterly invoice for Trash Services for each residential account, excepting that the quarterly invoices for Trash Services commencing on July 1, 2019 shall be issued to residential accounts within 30 days of the City's commencement of services, at the rates described in "Exhibit A."
3. The City shall at its own expense, perform all labor and supply all necessary vehicles, tools, equipment, materials, and other facilities to meet the terms of this Agreement. It is expressly agreed that the City's current municipal solid waste and recycling equipment and vehicles are sufficient to meet the terms of this agreement and that the Borough shall not have the authority to direct the purchase of any specific pieces of equipment by the City.
4. This Agreement shall commence on July 1, 2019 and continue to the date an intergovernmental agreement pursuant to 53 P.S. §2301 *et seq.* is executed by all parties or December 31, 2019, whichever is sooner. The parties acknowledge and agree that they mutually intend the intergovernmental agreement to have an effective date of July 1, 2019.
5. The parties shall have the right to terminate this Agreement prior to its expiration should either party determine that it is no longer in the best interest of itself or its citizenry to continue with this Agreement, with 90 days written notice.
6. The Steelton Borough Manager shall serve as the Borough representative for the purposes this Agreement.
7. The Director of Public Works of the City of Harrisburg shall serve as the City representative for the purposes of this Agreement.
8. The Parties, through their representatives, shall work together diligently and cooperatively to determine the operational and functional requirements necessary to ensure long term and adequate provision of municipal solid waste and recycling collection and disposal services for the residents of the Borough.
9. The parties shall use the specific terms and conditions described in "Exhibit B" as a guideline for the determination of final terms and conditions to be incorporated into the requisite joint local ordinances and related final Intergovernmental Agreement. It is the express intent of the parties that the terms and conditions contained in Exhibit B shall be binding on the parties

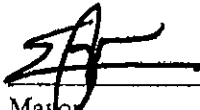
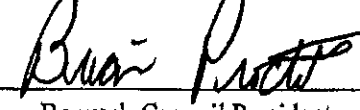
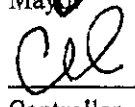
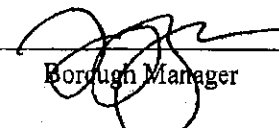
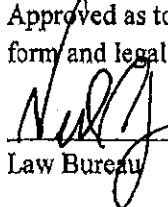
during the term of this Interim Operational Agreement until the execution of the intergovernmental agreement as provided in Paragraph 4 above.

10. The City specifically recognizes that Steelton Borough has adopted ordinances regulating recycling and the collection, storage and disposal of Municipal Waste to which City is subject as exclusive collector except as modified herein; see Code of the Borough of Steelton, Pennsylvania, Chapters 86 (Recycling) and 92 (Solid Waste).
11. The City shall at all times during this Agreement maintain in full force and effect Employer's Liability, Worker's Compensation and Property insurance acceptable to Steelton Borough, furnishing such evidence of insurance as may be required by Steelton Borough and list the Borough as an additional insured for the purposes of this agreement.
12. The City shall furnish security in an amount to be mutually agreed upon by the parties that shall guarantee the performance of this Agreement. The parties agree that the City shall secure a performance bond as part of the Intergovernmental Cooperation Agreement.
13. Nothing contained in this Agreement shall be, nor shall be construed by any Court of law to be, a waiver by the City or Borough of Steelton of any governmental immunity provided by common law or statutory law of the Commonwealth of Pennsylvania.
14. The Parties shall cooperate to provide services and utilize a reasonable degree of operational flexibility to ensure the highest level of service possible is provided.

IN WITNESS WHEREOF, the parties hereto have duly executed this Interim Agreement.

CITY OF HARRISBURG

BOROUGH OF STEELTON

	6/21/11		06/17/19
Mayor	Date	Borough Council President	Date
	6/27/19		6-17-19
Controller	Date	Borough Manager	Date
Approved as to form and legality		Approved as to form and legality	
	06-20-2019		
Law Bureau	Date	Borough Solicitor	Date

Interim Operational Agreement between
The City of Harrisburg, Pennsylvania
and
The Borough of Steelton, Pennsylvania
"Exhibit A"

Harrisburg Pricing Steelton Borough		
Contract Pricing Per Home		
Year	Recycling & Trash Quarterly	Recycling & Trash Yearly
2019- 2020	\$75.00	\$300.00
2020- 2021	\$78.75	\$315.00
2021- 2022	\$82.50	\$330.00
2022- 2023	\$86.25	\$345.00
2023- 2024	\$90.00	\$360.00

**Interim Operational Agreement between
The City of Harrisburg, Pennsylvania
and
The Borough of Steelton, Pennsylvania**

"Exhibit B"

I. Municipal Solid Waste Collection

- a. Collection services will be provided one (1) time per week to each dwelling unit and apartment building in the Borough, except hotels, apartments with more than three (3) dwelling units, tourist cabins, motels and dormitories.
- b. Collection services included in the fees described in Exhibit A shall include collection of up to four (4) cans or containers of municipal solid waste per week, plus one (1) bulk item.
- c. The Annual Base Fee to be charged to those customers included under the contract will include collection of up to four (4) cans or containers of municipal solid waste per week, plus one (1) bulk item.
- d. The City will provide additional collection services in the Borough as needed subject to good faith negotiation between the parties
- e. All tree or shrubbery trimmings shall be bundled and tied together to be no more than four (4) feet in length and will not exceed forty (40) pounds in weight. Each bundle of trimmings will constitute one container or can of municipal solid waste.
- f. The City shall provide collection services as described herein. Collection will not be made on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day and collection which normally would occur on Wednesday during a week that includes a listed holiday shall occur on the next business day.
- g. Collection shall not begin before 7:00 A.M. or continue after 6:00 P.M., except when otherwise approved in advance by the Borough Manager or in the case of mechanical breakdown or extremely unusual circumstances.
- h. The City shall provide one-time curbside collection of Christmas trees from the first business day after Christmas Day for a period of twenty-one (21) business days.
- i. Municipal Pickups — the City will pick up, free of charge, waste from the following locations:
 1. Frederick Douglas Municipal Building — 123 North Front Street,(Front & Rear)
 2. Steelton Fire house — 185 North Front Street, (Dumpster)

3. Highway Garage, Salt Shed & Water Filtration Plant, (Christian Street)
 4. All municipally owned waste receptacles for the general public (approximately 40).
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- j. The City will cooperate with Steelton Borough in providing accurate, timely information to the public regarding the collection of municipal solid waste and recyclables.
 - k. The City shall dispose of all waste at facilities designated by the Dauphin County Department of Solid Waste Management & Recycling.
 - l. Recyclable materials and municipal solid waste shall be collected in a neat and workman like manner, and if, by accident or otherwise a spill, caused by the employees of the City, shall occur, the employees of the City shall be required to gather up same in a neat and clean manner. The employees of the City shall also be obligated to load his/her vehicle in such a manner as to prevent spillage. City's employees shall not be loud, noisy, vulgar, obscene, or insulting to residents.
 - m. Employees of the City shall exercise reasonable care in handling of refuse containers and shall not willfully break, deface, or damage same. Refuse containers and collection carts shall be returned to behind the curb and, in the absence of curb, off the paved roadway.

II. Recycling

- a. Recyclable Materials shall include colored and clear glass, bi-metal (tin) cans, aluminum cans, plastic (PET and HDPE) bottles, corrugated cardboard, office paper and such other materials as agreed upon by the Borough and the City.
- b. Recyclables shall be commingled in the Recycling container.
- c. The Borough shall use reasonable efforts to enforce the rules and regulations relating to containers for recyclables and proper preparation of recyclable materials by residents for collection by City.

- d. City shall collect and remove Recyclables from dwelling units (see Steelton Code Ch. 86, §86-4 definitions of dwelling unit) and apartment buildings with three (3) or fewer units. Recyclables to be collected include: aluminum cans, bi-metal (tin) cans, clear glass, colored glass, corrugated cardboard, and PET, HDPE (plastic), or the numbers 1 or 2 on the bottom surrounded by 3 arrows. Newspapers will be collected in tied bundles or by placement in paper containers.
- e. The City shall provide a monthly recycling report for Steelton Borough which shall be submitted in the form requested by Steelton Borough. The "Monthly Recycling Report" shall include complete information with respect to the preceding month, including the amount, (by weight) of recyclable material collected during each month.

III. Billing

- a. The City shall be responsible to invoice each dwelling unit on a quarterly (every three months) basis as part of the cost of providing the trash services including pick up and disposal for up to four (4) cans or containers per week, one bulk item, and for the collection and processing of recyclable items
- b. The City shall invoice each residential unit as part of the prices described in Exhibit A.
- c. The Borough will impose a quarterly surcharge of one dollar and twenty-five cents (\$1.25) to cover their administrative costs associated with the municipal solid waste program.
- d. On a quarterly basis, the City shall collect and remit to the Borough within fifteen (15) days of the end of the month the amount collected under the Borough's surcharge (the amount of the surcharge per residential account multiplied by the number of residential invoices collected).
- e. The Borough will provide to the City all required information to assist the City to establish a list of residential accounts to be serviced and invoiced in order to satisfy the obligations under the contract. The City is required to verify information provided by the Borough and to update the billing list as new dwelling units are occupied and existing dwelling units cease to be residences subject to billing.

- f. The Borough has the right to audit the invoices, the payments to the City for residential accounts, and the Municipal Solid Waste and Recycling collection methods used by the City at any time in order to determine that all residential units are being serviced and invoiced appropriately, that adequate procedures are being used to collect delinquent accounts and that the City is remitting to the Borough the correct amount of money for the surcharge.

IV. Complaints and Service Calls

- a. The City shall establish a dedicated phone number to resolve Borough resident complaints, questions, and service calls
- b. All complaints by residents of the Borough made through the Borough or directly to the City regarding Trash Services provided under the contract shall be responded to by the City within two (2) working days after receipt of the complaint, barring emergencies, staffing shortages, or acts of god.
- c. The City shall submit a report to the Borough each month by the 15th day of the following month listing all of the complaints received by the City during the previous calendar month. This report shall be on forms agreed upon by the parties and shall include, at a minimum, the following information:
 - i. Date of complaint
 - ii. Name, address, telephone number of the person making the complaint
 - iii. Description of the nature of the complaint
 - iv. Date of resolution of complaint
 - v. Description of resolution of complaint
- d. The Borough reserves the right to intercede in any unresolved complaint by a resident or property owner; to investigate said complaint and work together with the City to resolve the complaint. Any complaints left unresolved after mediation by the Borough shall be submitted to the Steelton Borough Council whose decision regarding the complaint shall be final.
- e. Notice of Residents of Violation shall be handled as follows:

If the City does not pick up municipal solid waste or recyclable items from any residential unit due to the resident not complying with the rules

and regulations regarding the placement of containers, the type and size of containers or bundles or boxes, or the proper containerization or separation of the recyclables, the City shall place, either in the container or at the door of the residence, provide a notice indicating the reason that the waste or recycling item(s) were not picked up on that day. A copy of this notice shall be forwarded to the Borough within two (2) working days after the notice is issued to the resident.

INTER

MEMO

OFFICE

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2019 RESOLUTION NO. ⁴⁶-2019

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:



Assistant City Solicitor

6-21-2019


Date

Requested by Department/Bureau: Finance / Mayor's Office

Department/Bureau Contact Person: Bruce Weber

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on


Received by:

Date: 6-21-19