

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COUNTY OF LYCOMING, THE COUNTY OF COLUMBIA, THE COUNTY OF
MONTOUR, THE COUNTY OF SNYDER, and THE COUNTY OF UNION**

**This MEMORANDUM is made this ____ day of _____, 2023, by and between the
COUNTIES OF LYCOMING ("COUNTY"), COLUMBIA, MONTOUR, SNYDER, and UNION
(hereinafter, the "PARTICIPANTS").**

WHEREAS, The Municipal Waste Planning Recycling and Reduction Action of July 28, 1988, P.L.
566, No. 101, 53 P.S. Section 4000.101 et. Seq. (hereinafter referred to as "Act 101"), requires each county
to adopt, implement and revise a Solid Waste Management Plan; and

WHEREAS, Article 9, Section 5 of the Constitution of the Commonwealth of Pennsylvania and the
Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C. S. §§2301, et seq., give the governing
bodies of Pennsylvania municipalities broad authority to cooperate with other municipalities in the
exercise or delegation of any function, power, or responsibility; and

WHEREAS, the PARTICIPANTS, pursuant to Act 101, will enact a Regional Solid Waste Plan
(hereinafter referred to as the "PLAN") for the geographic area encompassed by the PARTICIPANTS
(hereinafter referred to as the "PLANNING AREA") to ensure that each of them has sufficient
processing and disposal capacity for municipal waste for at least 10 years; and

WHEREAS, The Pennsylvania Department of Environmental Protection ("DEP") must approve the
PLAN on or prior to March 1, 2024. Under the terms of this AGREEMENT, the PARTICIPANTS intend to
work together to implement the PLAN; and

WHEREAS, the COUNTY has been awarded by DEP a grant of \$82,500 under the MUNICIPAL
SOLID WASTE PLANNING GRANT program to develop the PLAN;

WHEREAS, the COUNTY intends to act as a lead grantee, provide the allocation of staff time for the

Grant, coordinate the completion of the Grant, act as the project lead; and

WHEREAS, the COUNTY has negotiated a revised schedule for submission of the Solid Waste Plan with the Commonwealth of Pennsylvania Department of Environmental Protection (DEP); and

WHEREAS, the COUNTY agrees, in the absence of any additional revision to the schedule agreed to by DEP, the COUNTY is responsible for adhering to the revised schedule for submission of the Solid Waste Plan and complying with all obligations of the agreement with DEP memorializing the revised schedule; and

WHEREAS, the PARTICIPANTS to this AGREEMENT have agreed to form and serve on a Steering Committee (hereinafter referred to as the "COMMITTEE") that will help develop and implement the PLAN; and

WHEREAS, the PARTICIPANTS, Columbia, Montour, Snyder, and Union Counties agree to provide cash match for the project as follows:

| PROJECT TOTAL | DEP MATCH (GRANT AMOUNT) | PARTICIPANTS CASH MATCH | CASH MATCH PER PARTICIPANT |
|--------------------------|---|------------------------------------|---|
| \$103,125.00 | \$82,500.00 | \$9,375.00 | \$2,343.75 |

WHEREAS, the PARTICIPANTS to this AGREEMENT have previously endorsed the COUNTY's funding application seeking \$82,500 from DEP to develop the PLAN; and

NOW, THEREFORE, the PARTICIPANTS to this AGREEMENT agree as follows:

1. Program and fiscal activities will be executed accordingly:

| <u>PLAN Responsibilities</u> | <u>Fiscal Responsibilities</u> | <u>Fiscal Agent to DEP</u> |
|-------------------------------------|---------------------------------------|-----------------------------------|
| BOTH | BOTH | COUNTY (PCD) |

2. The PARTICIPANTS will carry out the PLAN in accordance with grant agreement and stipulations, reference Exhibit A.
3. PARTICIPANTS will be invoiced by the COUNTY to collect their grant-required cash match. 50% will be invoiced upon execution of this agreement, and the remaining 50% will be invoiced upon completion of Plan adoption.

The PARTICIPANTS hereby create a COMMITTEE for the purpose of implementing the PLAN. The COMMITTEE shall consist of one member elected by each of the counties, as well as invited representatives as required by PA Code 272.202. Members and request and shall serve until their successor is duly appointed

4. Each of the PARTICIPANTS shall bear its own costs associated with implementation of the PLAN.
5. This AGREEMENT may be amended by unanimous consent of the PARTICIPANTS indicated via approval action of each of the PARTICIPANTS' governing bodies.
6. This AGREEMENT is contingent upon approval and/or availability of grant funds.
7. The PARTICIPANTS, collectively and cooperatively, acting through the COMMITTEE established by this AGREEMENT, shall implement the PLAN for the PLANNING AREA in accordance with its terms and in compliance with funding agreements and applicable law, including Act 101. As limited by their respective budgets, the PARTICIPANTS, collectively and cooperatively, shall take all steps necessary and convenient to implement the PLAN. Nothing in this AGREEMENT, however, shall be construed to modify or limit the powers, duties and authorities of the individual PARTICIPANTS and their governing bodies in matters outside of the PLAN and the scope of this AGREEMENT.
8. In their administration of any and all contracts awarded in association with this AGREEMENT, the PARTICIPANTS will comply with all applicable federal, state, and local laws and regulations.
9. Under no circumstance shall the COUNTY be liable on any claims, demands, damages or causes of action arising out of or pertaining to any unavailability of grant funds due to the granting agency rescinding the grant agreement.
10. This AGREEMENT contains the entire agreement between the PARTICIPANTS, and there are no other agreements, representations, or warranties that are not set forth in this AGREEMENT. All prior negotiations, agreements, and understandings are superseded by this AGREEMENT. This AGREEMENT may be amended or revised only in a writing signed by the PARTICIPANTS
11. No term or provision of this AGREEMENT shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof
12. If any provision of this AGREEMENT is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this AGREEMENT shall be enforceable in accordance with its terms
13. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Each party shall notify the other party in writing of any and all disputes and claims arising out of or pertaining to this AGREEMENT, with the other party having ten (10) days to respond in writing, to take remedial action and/or to negotiate a resolution. The parties shall make efforts in good faith to resolve disputes in this manner. In the

event that a dispute cannot be resolved, all suits or causes of action shall be brought in and only in a court of competent jurisdiction in Lycoming County, Pennsylvania.

Commented [DJ1]: Contradicts with Section 17 below (any jurisdiction), so I conformed

14. A dispute or claim over the rights or obligations, performance, breach, termination or interpretation of this AGREEMENT, the PLAN or any other matter, action, claim, dispute, question, or issues arising under the terms of this AGREEMENT not otherwise resolved between or among the PARTICIPANTS may be resolved as follows:
15. The disputing parties agree to first discuss and negotiate in good faith in an attempt to resolve the dispute amicably and informally.
16. If the dispute cannot be settled through direct discussions and good faith negotiations, the disputing parties agree that, upon written notice by one of the disputing parties to the other or others, they will endeavor to settle the dispute in an amicable manner by mediation. Unless otherwise agreed, costs of mediation will be shared equally by the disputing parties.
17. If the dispute cannot be settled by mediation, the aggrieved party may commence an action in Court. In the event that a dispute cannot be resolved, all suits or causes of action shall be brought in and only in a court of competent jurisdiction in Lycoming County, Pennsylvania..
18. Force Majeure. Neither party shall be deemed to be in breach of this AGREEMENT if such party fails to comply with the terms of this AGREEMENT solely by reason of fire, energy shortage, labor dispute, strike; war, insurrection, terrorists acts, government restrictions, rules or regulations, floods, natural disasters, or act of God beyond the control and without fault of such party; provided such party uses due diligence to promptly remedy such failure to the extent it can be remedied
19. A PARTICIPANT may voluntarily or automatically withdraw from participation in this AGREEMENT as follows:
 - a. A PARTICIPANT may voluntarily withdraw from this AGREEMENT upon written notice to each of the other PARTICIPANTS, provided that the other PARTICIPANTS are given at least sixty (60) days written notice of such withdrawal.
 - b. The withdrawal of a PARTICIPANT from this AGREEMENT shall not terminate the AGREEMENT among the remaining PARTICIPANTS.
 - c. A PARTICIPANT that withdraws will be responsible for its share of expenses and obligations incurred during, arising from, or related to its term of participation and any added expenses incurred by the other PARTICIPANTS as a result of modifications that need to be made to the PLAN arising from the withdrawal.
 - d. The withdrawing PARTICIPANT shall receive a current working draft of the PLAN as of the date of its withdraw for its retention.

20. Upon the withdrawal of a PARTICIPANT, the remaining members of the COMMITTEE shall assess the impact of the withdrawal on the PLAN, as it exists at that time. The COMMITTEE shall make recommendations to the remaining PARTICIPANTS for any amendments to the PLAN, or implementing ordinances, made necessary by the withdrawal of the former member.

21. This AGREEMENT shall be effective as of _____, 2023.

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IN WITNESS WHEREOF the PARTICIPANTS hereto have made and executed this
MEMORANDUM as of the day and year first written above

COUNTY OF LYCOMING

ATTEST:

Matthew A. McDermott, Chief Clerk

Scott L. Metzger, Chairman

Tony R. Mussare, Vice-Chairman

Richard Mirabito, Secretary

COUNTY OF COLUMBIA

ATTEST:

COUNTY OF MONTOUR

ATTEST:

COUNTY OF SNYDER

ATTEST:

Attest:

Susan Greene, Chief Clerk

Union County Board of Commissioners:

Jeffrey P. Reber, Chairman

Preston R. Boop, Vice Chairman

Stacy Richards, Secretary

[EXHIBIT A]



May 3, 2022

Mr. Scott Metzger
Lycoming County Commissioners
48 W 3rd St
Williamsport, Pa 17701-6514

Dear Mr. Metzger:

Lycoming County Commissioners has entered into an agreement with the Department of Environmental Protection (DEP) for a municipal waste planning grant (SAP Document C990003168). The grant amount is \$82,500.00 and the date of encumbrance is April 27, 2022. The grant is scheduled to terminate on April 26, 2024. I have enclosed a fully executed copy of the agreement.

You will need to:

1. Notify DEP by email of your appointed project officer within the time specified in the agreement (reference Section B, Paragraph XIV), unless you have already done so.

I have enclosed copies of the invoicing form you will need to request reimbursements. If you need help completing the invoicing form, please contact your regional DEP recycling coordinator. Please note that all grant correspondences must be done electronically through email. Paper copies will no longer be accepted.

If you have any other questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd A. Pejack".

Todd A. Pejack
Chief
Municipal Recycling Implementation Section

Enclosures

Bureau of Waste Management
Rachel Carson State Office Building | P.O. Box 8472 | Harrisburg, PA 17105-8472 | 717.787.9871
www.dep.pa.gov

Mr. Scott Metzger

-2-

May 3, 2022

bcc: Regional Planning / Recycling Coordinator (Program# 202112222518)
File: Lycoming County Commissioners (C990003168)

TAP:gc

Bureau of Waste Management
Rachel Carson State Office Building | P.O. Box 8472 | Harrisburg, PA 17105-8472 | 717.787.9871
www.dep.pa.gov

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT



ACT 101, SECTION 901
MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM

(2500-FM-BWM0034 Rev. 4/2017)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM**

DEPARTMENT USE ONLY

INVOICE DATE: _____

1. **PAYEE:** LYCOMING COUNTY COMMISSIONERS

2. **ADDRESS:** 48 W 3RD ST
WILLIAMSPORT, PA 17701-6514

3. **FEDERAL I.D. NUMBER:** 246000733

4. **VENDOR I.D. NUMBER:** 141732

5. **AGREEMENT NUMBER:** SAP Document # C990003168

6. **INVOICE NUMBER:**

DISBURSEMENT REQUEST #:

AMOUNT:

PAYMENT METHOD REQUEST: ☐ Electronic (ACH)

If ACH – Partner Bank Type (e.g. BN01, BN02 ...): _____

eFACTS check performed on _____, Contractor has no outstanding compliance issues.
DATE

APPROVED FOR PAYMENT:

DATE

| Budget Period | SAP Fund | Gen. Led. | Cost Center | Int. Order | Amount |
|---------------|------------|-----------|-------------|------------|--------|
| | 2909300000 | 6600400 | 3522509000 | 3525000041 | \$ |

DO NOT WRITE ON THIS PAGE

**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
 DISBURSEMENT REQUEST FORM**

PART A: ITEMIZED EXPENDITURE LIST

FOR BUDGET CATEGORY: COUNTY PERSONNEL COSTS

| | APPROVED COSTS | DEP SHARE | MATCH |
|--------|----------------|-------------|-------------|
| BUDGET | \$73,638.00 | \$56,726.00 | \$16,912.00 |

SCOPE OF WORK Under this category, Lycoming County, acting as the lead county will revise their Municipal Solid Waste (Plan) for Columbia, Lycoming, Montour, Snyder and Union Counties. Costs incurred by County Personnel for work on Plan development including assembling and review of data for the plan. Communication and coordination with municipalities and SWAC meetings and assistance to the County Recycling Coordinator. Costs include preparation, printing and distribution of the updated Plan. All items under this or any other category must be directly related to the revision of the plan. No costs were included for the County Recycling Coordinator.

| VENDOR NAME | INVOICE NUMBER | DESCRIPTION OF ITEM(S)/SERVICE(S) | DATE ITEM OR SERVICE RECEIVED | COST |
|-------------|----------------|-----------------------------------|-------------------------------|------|
| 1. | | | | |
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| 14. | | | | |
| 15. | | | | |

CURRENT EXPENDITURES CLAIMED _____
 AMOUNT IN EXCESS OF BUDGET _____
 CURRENT ELIGIBLE EXPENDITURES _____

PLEASE ATTACH ALL INVOICES IN THE ORDER LISTED



**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM**

PART A: ITEMIZED EXPENDITURE LIST

FOR BUDGET CATEGORY: BENEFITS

| | APPROVED COSTS | DEP SHARE | MATCH |
|---------------|----------------|-------------|------------|
| BUDGET | \$28,431.00 | \$24,831.00 | \$3,600.00 |

SCOPE OF WORK Under this category, Fringe benefits for County personnel would include health insurance costs, FICA, workers Compensation, unemployment compensation and other standard employee benefits. No costs were included for the County Recycling Coordinator.

| VENDOR NAME | INVOICE NUMBER | DESCRIPTION OF ITEM(S)/SERVICE(S) | DATE ITEM OR SERVICE RECEIVED | COST |
|-------------|----------------|-----------------------------------|-------------------------------|------|
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CURRENT EXPENDITURES CLAIMED _____
 AMOUNT IN EXCESS OF BUDGET _____
 CURRENT ELIGIBLE EXPENDITURES _____

PLEASE ATTACH ALL INVOICES IN THE ORDER LISTED



**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM**

PART A: ITEMIZED EXPENDITURE LIST

FOR BUDGET CATEGORY: SUPPLIES / PRINTING

| | APPROVED COSTS | DEP SHARE | MATCH |
|---------------|----------------|-----------|---------|
| BUDGET | \$540.00 | \$480.00 | \$60.00 |

SCOPE OF WORK Under this category, the County will incur costs for printing, reproduction, distribution, and postage related to the development and preparation of the Plan and advertising and public notice of the RFP and SWAC meetings. This could include draft handouts and materials, and copies of the final Plan with binders, and in electronic format such as compact discs or flash drives. Only those costs directly associated with the preparation of the Plan will be eligible for funding. Indirect costs are ineligible for funding.

| VENDOR NAME | INVOICE NUMBER | DESCRIPTION OF ITEM(S)/SERVICE(S) | DATE ITEM OR SERVICE RECEIVED | COST |
|-------------|-------------------|--------------------------------------|-------------------------------------|------|
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CURRENT EXPENDITURES CLAIMED _____
 AMOUNT IN EXCESS OF BUDGET _____
 CURRENT ELIGIBLE EXPENDITURES _____

PLEASE ATTACH ALL INVOICES IN THE ORDER LISTED



**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM**

PART A: ITEMIZED EXPENDITURE LIST

FOR BUDGET CATEGORY: TRAVEL

| | APPROVED COSTS | DEP SHARE | MATCH |
|---------------|----------------|-----------|---------|
| BUDGET | \$516.00 | \$463.00 | \$53.00 |

SCOPE OF WORK Only those travel costs directly associated with the preparation, review and development of the Plan will be eligible for funding.

| VENDOR NAME | INVOICE NUMBER | DESCRIPTION OF ITEM(S)/SERVICE(S) | DATE ITEM OR SERVICE RECEIVED | COST |
|-------------|----------------|-----------------------------------|-------------------------------|------|
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CURRENT EXPENDITURES CLAIMED _____
 AMOUNT IN EXCESS OF BUDGET _____
 CURRENT ELIGIBLE EXPENDITURES _____

PLEASE ATTACH ALL INVOICES IN THE ORDER LISTED

INSTRUCTIONS FOR COMPLETING THE DISBURSEMENT REQUEST FORM FOR ACT 101, SECTION 901 MUNICIPAL WASTE PLANNING GRANTS

Please read all instructions carefully before completing this form. Failure to provide the required information and supporting documentation will delay reimbursement.

GENERAL INSTRUCTIONS

PLEASE BE SURE TO MAKE EXTRA COPIES OF THE ATTACHED DISBURSEMENT REQUEST FORM FOR FUTURE USE BEFORE COMPLETING YOUR FIRST REQUEST.

The completed disbursement request form, including all attachments, must be emailed to Mark Vottero, at mvottero@pa.gov. Paper copies will no longer be accepted.

Make sure the form is signed by an authorized County official.

Detach instructions prior to submission.

PAGE #1:

DO NOT WRITE ON THIS PAGE. IT IS FOR DEPARTMENT USE ONLY AND IT MUST BE ATTACHED TO THE COMPLETED DISBURSEMENT REQUEST FORM WHEN SUBMITTED FOR REIMBURSEMENT.

PAGE #2:

PART A - ITEMIZED EXPENDITURE LIST

The purpose of this form is to determine the eligible expenditures made and the match provided for the current request period. A "Part A" form has been provided for each approved budget category in your grant agreement.

BEFORE COMPLETING THE ATTACHED PART A, YOU SHOULD:

- * Gather all invoices being submitted during the current request period.
- * Review your invoices and make sure that all items purchased and services provided were within your contract time period. No items purchased prior to August 28, 1988 will be reimbursed by the Department.
- * Review your invoices to verify that all items purchased or services provided were approved under the "Scope of Work" for the Budget Category. For your convenience, the "Scope of Work" has been listed at the top of the Part A form provided for each approved Budget Category.
- * Organize invoices (including match and administration documentation) according to the budget category that the expenditure is approved under.
- * Make sure you are submitting "VALID" invoices. Internal purchase orders, bid documents, proposals and statements are not acceptable.
- * Make sure the invoices are legible and that they accurately state the items & services being billed.

DOCUMENTATION REQUIREMENTS

County Personnel Costs: Time sheets for each county employee claimed must include the following: dates, tasks performed (in detail), employee performing each task, number of hours (broken out in 15 minute increments), pay rate of each employee and a signature of a County official verifying time sheets are accurate.

Benefits: The Benefit Rate for each employee working on the project, along with the hours worked on the project, must be provided. Documentation for benefits must include the signature of a County Official verifying the information.

Supplies/Printing: A dated invoice that shows county costs associated with the production of reports, plans, materials, surveys, investigations, etc.

Travel: A dated invoice that shows the expenditures incurred by county personnel and/or those under contract to the county in the performance of work tasks associated with the project. Include a copy of the Department pre-approved travel form if applicable.

Consultant & Subcontractor: A dated invoice that shows the expenditures incurred and tasks performed by the consultant/subcontractor with the rate of each employee and their job title. The invoice needs to include a detailed breakout of tasks performed by each employee. Direct/indirect costs need to be verified and broken out in detail, which includes documentation to show that no indirect costs are being charged to the grant.

In-Kind Services: Volunteer hours for attending Solid Waste Advisory Meetings must have: a copy of the sign-in sheet for the meeting noting which members are being counted toward in-kind hours; a copy of the minutes with the date of meeting; a list of attendees, start and end time; and, the reimbursement rate for volunteers.

COMPLETING THE PART A ITEMIZED EXPENDITURE LIST

FOR EACH INVOICE BEING SUBMITTED FOR THE CURRENT REQUEST PERIOD:

1. List the vendor name. For county employee expenses, list the employee. For other county expenses list the county as the vendor.
2. List the invoice number. If there is none, then leave blank.
3. Enter a brief description of the item purchased or service provided.
4. List the date the item or service was actually received by your county. For county employee expenses, list the time period over which the expenses occurred.
5. List the cost of the items that you are seeking reimbursement for.

Please Note: Match that is not part of the cost of an item purchased must be listed on the form and proper documentation for it must be attached.

After you have listed all invoices and match documentation for the current request period for the Budget Category, total the amounts listed in the "COST" column. Enter this amount on the "CURRENT EXPENDITURES CLAIMED" line. Next, for the first disbursement request, compare this amount to the amount listed in the "APPROVED COSTS" box of the BUDGET at the top of the page. If the "CURRENT EXPENDITURES CLAIMED" is greater than the amount listed in the "APPROVED COSTS" box, then you have exceeded the contract maximum for the budget category and your current expenditures must be reduced. Subtract the "CURRENT EXPENDITURES CLAIMED" from the "APPROVED COSTS" and enter that amount on the line marked "AMOUNT IN EXCESS OF BUDGET." Then, to determine the "CURRENT ELIGIBLE EXPENDITURES" subtract the "AMOUNT IN EXCESS OF BUDGET" from the "CURRENT EXPENDITURES CLAIMED" and enter that amount on the "CURRENT ELIGIBLE EXPENDITURES" line. This is the amount of the current expenditures that is eligible for reimbursement.

For subsequent requests, after you have calculated the "CURRENT EXPENDITURES CLAIMED" you must add that amount to the amount listed in COLUMN D of the previous PART B Form and if the total exceeds the "APPROVED COSTS" of the budget, then once again, the current expenditures claimed must be reduced. To determine the amount in excess of the contract maximum, add the "CURRENT EXPENDITURES CLAIMED" to the amount listed in COLUMN D of the previous PART B and subtract the total from the "APPROVED COSTS." Enter this amount on the "AMOUNT IN EXCESS OF BUDGET" line. Then to determine the "CURRENT ELIGIBLE EXPENDITURES" subtract the "AMOUNT IN EXCESS OF BUDGET" from the "CURRENT EXPENDITURES CLAIMED" and enter this amount on the "CURRENT ELIGIBLE EXPENDITURES" line.

Make sure to attach, in the order listed, copies of the invoices and match documentation.

Please Note: Make sure you list only the invoices that apply to the Budget Category listed at the top of the PART A form. A separate PART A must be completed for expenditures in the other approved budget categories.

INSTRUCTIONS FOR COMPLETING THE PART B - FISCAL SUMMARY

The purpose of this form is to compute the eligible disbursement amount for the current request period. This form also provides you and the Department with a history of expenditures made, match provided and disbursements paid for each approved budget category in the grant agreement. This information is used to ensure that you do not exceed the contract maximum for any approved budget category in the grant agreement. You will not be reimbursed for expenditures made in excess of the approved budget.

Please Note: In order to complete this section, you must have completed a "Part A - Itemized Expenditure List" for each approved budget category in the grant agreement.

On the line marked "DISBURSEMENT REQUEST #," indicate if this is the first request you are submitting, or the second request you are submitting, etc.

Be sure to check the appropriate box to indicate if this request is or is not the final disbursement request for the grant agreement.

COMPLETING THE "APPROVED COSTS" SECTION OF THE FISCAL SUMMARY (COLUMNS A-E)

COLUMN A: APPROVED COSTS: This column has been completed for you. The amounts listed are the maximum amounts that can be expended in each Budget Category of the grant agreement.

COLUMN B: CURRENT EXPENDITURES: This amount is found on the "PART A" for the corresponding Budget Category. List the amount that you entered on the "CURRENT ELIGIBLE EXPENDITURES CLAIMED" line. This amount must never exceed the amount listed in Column A for the corresponding Budget Category. Also, if you do not have any current expenditures for the corresponding Budget Category, then enter 0.00.

COLUMN C: PREVIOUS EXPENDITURES: If this is the first disbursement request that you are submitting, then the amount entered would be 0.00. For subsequent requests, enter the amount found in "PART B", Column D of the previous request that you submitted. Even if you don't have any current expenditures for an approved budget category, please make sure to list the previous expenditures so that the budget category balance will be correct.

COLUMN D: TOTAL EXPENDITURES TO-DATE: To calculate the total expenditures to-date, add Column B & Column C together. The amount entered must never exceed the amount listed in Column A because that would indicate that you have exceeded the contract maximum for the budget category.

COLUMN E: BALANCE: To calculate the balance for the budget category, subtract Column D from Column A. The balance must never be a negative number. If it is, you have exceeded the contract maximum for the budget category.

After you have completed Columns A through E for each approved budget category, total each column and place the amount in the total row for the column.

COMPLETING THE "DEP SHARE" SECTION OF THE FISCAL SUMMARY (COLUMNS F-K)

COLUMN F: % TO BE PAID: This number has been provided for you and it is the percent to be used to calculate the DEP Share for each approved budget category.

COLUMN G: TOTAL DEP SHARE: This column has been completed for you. It is the maximum reimbursement that you can receive for each approved budget category.

COLUMN H: CURRENT DEP SHARE: In this column, you will be calculating the eligible reimbursement for each approved budget category. To do this, multiply Column F by Column B (located in the "APPROVED COSTS" section). This amount must never exceed the amount listed in Column G.

COLUMN I: PREVIOUS DEP SHARE: If this is the first disbursement request that you are submitting, then enter 0.00. For subsequent requests, enter the amount found in "PART B", Column J of the previous request. Even if you do not have any current expenditures for the approved budget category, make sure to list the previous DEP Share so that the DEP Share Balance for the Budget Category will be correct.

COLUMN J: TOTAL DEP SHARE TO-DATE: In this column you will be calculating the dollar amount of disbursements that you have requested to-date. To do this, add Column H & Column I together. The amount entered can never exceed the amount Listed in Column G of this section.

COLUMN K: BALANCE DEP SHARE: In this column you are calculating the balance of the DEP Share for each approved budget category. To do this, subtract Column J from Column G. The amount entered must never be a negative number. A negative number would indicate that you are requesting a reimbursement that exceeds the contract maximum for the budget category.

After you have complete Columns F through K for each approve budget category, total each column and place the amount in the total row for the column. The amount listed in the total row for Column H is the eligible reimbursement for the current request period.

COMPLETING THE "MATCH" SECTION OF THE FISCAL SUMMARY (COLUMNS L-P)

COLUMN L: TOTAL MATCH: This column has been completed for you. The amount entered is the total match needed in order to receive the maximum DEP Share for each approved budget category.

COLUMN M: CURRENT MATCH: In this column, you are going to determine the amount of match you must provide for the current billing period in order to receive the "CURRENT DEP SHARE" listed in Column H. To calculate this, subtract Column H from Column B.

COLUMN N: PREVIOUS MATCH: If this is the first disbursement request that you are submitting, then enter a 0.00. For subsequent requests, enter the amount listed in Section C, Column O of the previous request. Even if you do not have any current expenditures for an approved budget category, you must still enter the Previous Match reported in this column. If you don't, the MATCH BALANCE will be incorrect.

COLUMN O: TOTAL MATCH TO-DATE: In this column you are calculating the total match that you have provided to date for each approved budget category. To do this add Column M & Column N together. The amount entered must never exceed the amount listed in Column L of this section.

COLUMN P: BALANCE MATCH: In this column you will be calculating the remaining match balance for each budget category. To do this, subtract Column O from Column L.

After you have completed Columns L through P for each approved budget category, total each column and place the amount in the total row for the column. The amount listed in the total row for Column M is the match required to receive the current disbursement.

See Attachment #1 for an example of a completed "PART B" form and a summary of the instructions listed above.

Finally, obtain the signature of the authorized certifying official and fill in their title and phone number.

INSTRUCTIONS FOR COMPLETING THE PART C – PROGRESS REPORT

Each disbursement request is to be accompanied by a report that details the progress you are making in completing the project as outlined in the grant agreement. The report should cover the period for which you are seeking reimbursement under this request. When writing the report, you should utilize the following outline on the form provided:

1. Provide a general summary of the work completed thus far, keeping in mind the desired outcome of your project and the timetable established for completion in the grant agreement. Describe any setbacks, delays, successes and surprises experienced.
2. For each Approved Budget Category of your grant agreement, provide a detailed description of the work performed during the time period covered by this report.
3. Provide copies of materials or documents developed for the project during the time period of the report.

At a minimum, progress reports, whether or not accompanied by a disbursement request, shall be submitted on a semi-annual basis commencing six (6) months after the execution of the grant agreement. A final project report must be submitted within two (2) months after the termination date of the grant agreement. The reports must be emailed to Mark Vottero, at mvottero@pa.gov.

**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM**

PART C: PROGRESS REPORT

GRANTEE: LYCOMING COUNTY COMMISSIONERS
AGREEMENT NUMBER: C990003168

TIME PERIOD COVERED BY THIS REPORT: FROM _____ TO _____
Month/Year Month/Year

ATTACHMENT #1

| | APPROVED COSTS | | | | | DEP SHARE | | | | | | MATCH | | | | |
|-------------------------------|----------------|----------------------|-----------------------|----------------------------|---------|--------------|-----------------|-------------------|--------------------|-------------------------|-------------------|-------------|---------------|----------------|---------------------|---------------|
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P |
| Budget Category | Approved Costs | Current Expenditures | Previous Expenditures | Total Expenditures To-Date | Balance | % to Be Paid | Total DEP Share | Current DEP Share | Previous DEP Share | Total DEP Share To-Date | Balance DEP Share | Total Match | Current Match | Previous Match | Total Match To-Date | Balance Match |
| 1. County Personnel Costs | 8,975 | | | | 8,975 | | | | | | | 8,975 | | | | 8,975 |
| 2. Benefits | | | | | | | | | | | | | | | | |
| 3. Supplies/ Printing | 2,000 | 500 | 500 | 1,000 | 1,000 | | | | | | | 2,000 | 500 | 500 | 1,000 | 1,000 |
| 4. Travel | | | | | | | | | | | | | | | | |
| 5. Consultants & Subcontracts | 43,897 | 20,000 | 10,000 | 30,000 | 13,897 | | 43,897 | 20,000 | 10,000 | 30,000 | 13,897 | | | | | |
| 6. In-Kind Services | | | | | | | | | | | | | | | | |
| TOTAL | 54,872 | 20,500 | 10,500 | 31,000 | 23,872 | 80 | 43,897 | 20,000 | 10,000 | 30,000 | 13,897 | 10,975 | 500 | 500 | 1,000 | 9,875 |
| WITHHELD | | | | | | | | | | | | | | | | |
| APPROVED PAYMENT | | | | | | | | | | | | | | | | |

Column

A: was completed for you

B: amount listed on the "Current Expenditures Claimed" line of the Part A for the appropriate budget category.

C: For the 1st request, enter 0, otherwise enter amount listed in Part B, Column D of the previous request

D: Column B + Column C

E: Column A - Column D

Column

F: Has been completed for you.

G: Has been completed for you.

H: Column F x Column B

I: For the 1st request, enter 0, otherwise enter the amount listed in Part B, Column J, of the previous request

J: Column H + Column I

K: Column G - Column J

Column

L: Has been completed for you

M: Column B - Column H

N: For the 1st request, enter 0, otherwise enter the amount listed in Part B, Column O of the previous request

O: Column M + Column N

P: Column L - Column O

**ACT 101, SECTION 901, MUNICIPAL WASTE PLANNING GRANT
DISBURSEMENT REQUEST FORM**

PART B: FISCAL SUMMARY

GRANTEE: LYCOMING COUNTY COMMISSIONERS

SAP DOCUMENT #: C990003168

DISBURSEMENT REQUEST #: _____

Is this a final request: ☐ Yes ☐ No

| | APPROVED COSTS | | | | | DEP SHARE | | | | | MATCH | | | | | |
|-------------------------------|----------------|----------------------|-----------------------|----------------------|---------|--------------|-----------------|-------------------|--------------------|-------------------------|-------------------|-------------|---------------|----------------|---------------------|---------------|
| Budget Category | Approved Costs | Current Expenditures | Previous Expenditures | Total Expend To-Date | Balance | % To Be Paid | Total DEP Share | Current DEP Share | Previous DEP Share | Total DEP Share To-Date | Balance DEP Share | Total Match | Current Match | Previous Match | Total Match To-Date | Balance Match |
| 1. County Personnel Costs | \$73,638.00 | | | | | 77% | \$56,726.00 | | | | | \$16,912.00 | | | | |
| 2. Benefits | \$28,431.00 | | | | | 87% | \$24,631.00 | | | | | \$3,600.00 | | | | |
| 3. Supplies/ Printing | \$540.00 | | | | | 89% | \$480.00 | | | | | \$60.00 | | | | |
| 4. Travel | \$516.00 | | | | | 90% | \$463.00 | | | | | \$53.00 | | | | |
| 5. Consultants & Subcontracts | \$0.00 | | | | | 0% | \$0.00 | | | | | \$0.00 | | | | |
| 6. In-Kind SERVICES | \$0.00 | | | | | 0% | \$0.00 | | | | | \$0.00 | | | | |
| TOTAL: | \$103,125.00 | | | | | 86% | \$82,500.00 | | | | | \$20,625.00 | | | | |
| WITHHOLDING: | | | | | | | | | | | | | | | | |
| APPROVED PAYMENT: | | | | | | | | | | | | | | | | |

Comments: _____

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE FISCAL SUMMARY LISTED ABOVE IS CORRECT AND COMPLETE AND ALL EXPENDITURES, INCLUDING ALL DONATIONS AND IN-KIND SERVICES, ARE FOR THE PURPOSES SET FORTH IN THE GRANT AGREEMENT.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: _____

DATE: _____

TYPED OR PRINTED NAME & TITLE _____

TELEPHONE NUMBER: _____

REGIONAL SOLID WASTE PLAN MULTI-COUNTY PLANNING AGREEMENT

This Regional Solid Waste Plan Intergovernmental Cooperation Agreement version dated June 15, 2010 is effective the 1st day of September, 2010, by and between the Counties of Columbia, Lycoming, Montour, Snyder, and Union, hereinafter collectively referred to as the "Participants." The Participants, intending to be legally bound, hereby agree as follows:

Section 1: Authority

- A. The Participants are required under the Municipal Waste Planning, Recycling and Reduction Act of July 28, 1988, P.L. 566, No. 101, 53 P.S. Section 4000.101 et. Seq. (hereinafter referred to as "Act 101") to adopt, implement, and revise a Solid Waste Management Plan;
- B. Article 9, Section 5 of the Constitution of the Commonwealth of Pennsylvania and the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. §§2301 et seq. (the "ICA"), give the governing bodies of Pennsylvania municipalities broad authority to cooperate with other municipalities in the exercise or delegation of any function, power, or responsibility.

Section 2: Purpose

- A. The Participants desire to ensure that each of them has sufficient processing and disposal capacity for its municipal waste for at least 10 years; a full, fair and open discussion of alternative municipal waste processing and/or disposal; and maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material.
- B. The Participants recognize that such objectives are best pursued by cooperative involvement of counties in the region and have agreed by Resolution (Exhibit A) to submit a joint PA Department of Environmental Protection (hereinafter referred to as "DEP") solid waste planning grant application. Therefore, this Agreement is established to develop a Regional Solid Waste Plan (hereinafter referred to as the "Plan") for the geographic area encompassed by the Participants (the "Planning Area") pursuant to Act 101.
- C. Under the terms of this Intergovernmental Agreement, the Participants intend to work together to develop a Plan that can be adopted by all participants.

Section 3: Powers and Scope of Authority

This agreement provides authority for the Participants, collectively and cooperatively, to develop the Plan for the Planning Area in compliance with Act 101 and the terms of this Agreement, and to do all acts necessary or convenient to carry out the purpose of this Agreement. Consistent with the terms of this Agreement, and as limited by their budget, the Participants, collectively and cooperatively, shall develop the Plan consistent with the terms and conditions of funding agreements and contracts obtained to provide financial assistance for the development of the Plan from DEP. The powers and authorities herein conferred shall not usurp the powers, duties,

and authorities of the individual Participants and their governing bodies in matters outside of the Plan and the scope of this Agreement.

Section 4: Regional Solid Waste Advisory Committee

A Regional Solid Waste Advisory Committee (hereinafter referred to as RSWAC) is hereby established for the purposes of overseeing, providing direction, and promoting coordination and cooperation between Participants in the preparation of the Plan. The RSWAC is comprised of a Steering Committee and five Stakeholder Committees to provide oversight for the Plan:

- A. Steering Committee - Consists of one representative from each Participant to be appointed from the Participant's elected governing body. Each Participant shall appoint an Alternate Representative, who shall be encouraged to attend Steering Committee meetings. The appointment of each Representative and Alternate shall be in writing, certified by the Participant's secretary. The Steering Committee shall also include the Lycoming County landfill operator and the DEP Plan Coordinator or their designated representative(s); one representative from each class of municipality; one county recycling coordinator; one private recycling industry member; one licensed waste hauler; one business or industry representative; one citizen organization member; and one at large citizen member; all in accordance with Exhibit B.
- B. Stakeholder Committees - Regional Municipal, Recycling, Waste Hauler, Business & Industry, and Citizens Committees shall be established in accordance with Attachment A. Each Participant is responsible for appointing their County participants. Each Stakeholder Committee will elect and appoint representative(s) to the Steering Committee in Accordance with Exhibit B.
- C. Optional County Groups - Each Participant may convene their Stakeholder appointees as desired, in accordance with Exhibit B. Each Participant shall facilitate such meetings and shall be responsible for any expenses incurred.
- D. Meetings - The RSWAC will meet periodically during the preparation of the Plan and conduct business in accordance with accepted rules and procedures.
 - a. Number – The Committees may meet as often as necessary to transact the business assigned to it.
 - b. Public Meetings- The meetings of the Committees will be public meetings, pursuant to the provisions of the Sunshine Act, 65 Pa.C.S.A. §701 et.seq. Public notice of all meetings will be given as provided by applicable law.
 - c. Quorum – A quorum will consist of a majority of Committee members in attendance.
 - d. Voting – Each Participant is entitled to one vote. Unless otherwise specified in this Planning Agreement, an action of the Committee will require the affirmative vote of a majority of the Participants. All votes will be recorded and will show the vote of each Participant.

- A. Appointments – Each Participant agrees to appoint its Representatives to the RSWAC not later than thirty (30) days after passage of its ordinance approving the Planning Agreement.
- E. Vacancies – Vacancies on the Committee will be filled by the Representative's Alternate, if any. In case no Alternate is named, the Participant shall appoint a new Representative.
- F. Delegation – The Committee may assign the gathering of data and information and other planning tasks to the Participants, their planning agencies, advisory bodies, staff and other persons.
- G. Contents of the Plan – Based upon the results of the data and information obtained and evaluated by the RSWAC, Lycoming County, with assistance from the consultant team, shall develop a draft Plan that incorporates all of the Plan elements required by Act 101.
- H. Consultant Selection - The Steering Committee shall select a professional consultant to assist in the preparation of the Plan following evaluation of proposals received in response to an RFP agreed upon by the Participants. Lycoming County shall contract and pay for the services of the selected consultant.

Section 5: Public Participation

The Participants shall provide means, in addition to the RSWAC, for broad input and participation in preparation of the Plan by public organizations and individuals with a stake in the Plan. Such participation shall meet specific terms of Act 101 and the Scope of Work regarding consultations, notices, procedures, organizations to be involved, etc. This will include but not be limited to:

- A. Regular communication and coordination among the Participants, interested organizations, residents of participating municipalities, agencies and members of the public that may affect or be affected by the Plan.
- B. The establishment of a Regional Solid Waste Plan Website and periodic newsletter and other means of public communication. Lycoming County, with assistance of the consultant(s), will be responsible for developing such means of communication and any costs incurred.

Section 6: Plan Adoption and Amendment

- A. Approval of the Draft Plan by the Steering Committee - When completed, the draft Plan will be considered by the Steering Committee for approval. A unanimous Committee vote shall be required to approve the draft Plan for publication.
- B. Review and Comment on the Draft Plan by the Steering Committee - Upon approval of the draft Plan by the Steering Committee, Lycoming County will:
 - 1. Distribute a copy of the draft to the governing body of each Participant for review and comment;

2. Make the draft available to members of the public within the planning area;
 3. Conduct public meetings/outreach on the draft in accordance with the Plan for public participation established by the Scope of Work for the Plan;
 4. Following the public meetings/outreach, the Steering Committee shall consider all recommendations and comments from the Participants as well as the recommendations and comments presented at the public meetings; and
 5. Before the Plan has been adopted by the governing body of any Participant, the Steering Committee may make revisions to the draft Plan as it deems necessary to address the recommendations and comments received, or otherwise.
- C. Final Steering Committee Approval of the Plan - When all comments have been considered and amendments made, the Steering Committee shall vote on the final version of the Plan. A unanimous vote of all the Participants shall be required to approve the final version of the Plan.
- D. Submission of the Plan to the Participants for Approval - Upon approval of the final version of the Plan, the Steering Committee shall submit the Plan to the governing body of each Participant. Each County may adopt the Plan as prepared. Upon adoption of the Plan by the governing body of a Participant, the Plan shall become the Municipal Solid Waste Plan for that Participant.
- E. Municipal Ratification - Following adoption of the Plan, each Participant, with assistance from Lycoming County, will distribute copies of the Final Plan to each municipality in the Region for ratification in accordance with Act 101 procedures.
- F. Submission of the Final Plan to DEP for Approval - Following ratification, the Final Plan shall be submitted by the Steering Committee, with assistance from Lycoming County, to the DEP North Central Regional Office for approval.
- G. Future Plan Amendments - Following expiration of the term of this Agreement, the governing body of each Participant may subsequently amend the Plan in accordance with the requirements of Act 101 for amendment of municipal solid waste plan, the procedures set forth in the Plan for the same, and as per any subsequent implementation agreements that are developed by the Participants. It is understood that failure of any Participant to adopt the Plan or uniformly amend the Plan may result in loss or voiding of all or part(s) of their legal rights of a Regional Solid Waste Plan.

Section 7: Finances

Lycoming County shall prepare a grant application and shall be responsible for all costs necessary for the preparation of the Plan; and shall reimburse each of the other Participants up to a maximum of \$15,000 in grant eligible expenses. Any additional grant eligible costs of the Participants shall be documented by each participant and may be applied by Lycoming County toward in-kind grant requirements.

Section 8: Role of Lycoming County

Lycoming County will:

- A. Facilitate the RSWAC meetings, including preparation of agendas, minutes, records of RSWAC participants, meeting notes, minutes of public meetings, and response documents during the public review phase of the Plan adoption process.
- B. Contract with consultant(s) to assist with the preparation of the Plan;
- B. Administer grants and other finances;
- C. Ensure that the advice and recommendations of the RSWAC are carefully considered and incorporated into the Plan; and
- D. Provide all Geographic Information System mapping components of the Plan development, in cooperation with the Participants.

Section 9: Amendment of Planning Agreement

This Agreement may be amended by unanimous consent of the Participants indicated via approval action of each of the Participants' governing bodies. Prior to action being taken with respect to an amendment, the amendment shall be presented to and considered by the Steering Committee. A written notice of each proposed amendment shall be given to each Participant and to each Representative serving on the Steering Committee at least 30 days prior to the scheduled Committee meeting date at which time such proposed amendment is to be considered. The notice shall contain a summary of the substance of each proposed amendment. The Steering Committee shall make a recommendation to the Participants concerning the proposed amendment. No amendment shall be effective until approved by the governing bodies of all Participants.

Section 10: Dispute Resolution

A dispute or claim over the rights or obligations, performance, breach, termination or interpretation of this Agreement, the Plan, or any other matter, action, claim, dispute, question, or issues arising under the terms of this Agreement not otherwise resolved between or among Participants and/or one or more Participants and the Steering Committee may be resolved as follows:

- A. The disputing parties agree to first discuss and negotiate in good faith in an attempt to resolve the dispute amicably and informally
- B. If the dispute cannot be settled through direct discussions and good faith negotiations, the disputing parties agree that, upon written notice by one of the disputing parties to the other or others, they will endeavor to settle the dispute in an amicable manner by mediation utilizing the auspices of the County, the American Arbitration Association, or such other mediation agency as the parties may agree. Unless otherwise agreed, costs of mediation will be shared equally by the disputing parties.

Section 11: Addition of Participant(s)

A County contiguous to the Planning Area that did not participate in the original establishment of this Agreement may become a Participant in this Agreement by amendment of the Agreement as set forth above. Any Participant added by this process must bear and pay for any costs directly and fully associated with changes and/or additions to a Plan in progress or amendment of a Plan adopted, unless otherwise agreed by the Participants party to the Agreement prior to the addition.

Section 12: Withdrawal of Participant(s)

A Participant may voluntarily or automatically withdraw from participation in this Agreement as follows:

- A. A Participant may voluntarily withdraw from this Agreement upon written notice to each of the other Participants, provided that the other Participants are given at least sixty (60) days written notice of such withdrawal.
- B. Any Participant whose governing body does not adopt the Plan within three (3) months of submission or amend the Plan in agreement and uniformity with other Participants shall be deemed to have automatically withdrawn from this Agreement.
- C. The withdrawal of a Participant from this Agreement shall not terminate the Agreement among the remaining Participants.
- D. A Participant that withdraws will be responsible for its share of expenses and obligations incurred during, arising from, or related to its term of participation and any added expenses incurred by the other Participants as a result of modifications that need to be made to the Plan arising from the withdrawal.
- E. Upon the withdrawal of a Participant, the remaining members of the Steering Committee shall assess the impact of the withdrawal on the Plan, as it exists at that time. The Steering Committee shall make recommendations to the remaining Participants for any amendments to the Plan, or implementing ordinances, made necessary by the withdrawal of the former member.

Section 13: Execution, Effective Date & Term

- A. To enter into this Agreement, the governing body of a Participant must adopt an ordinance approving this Agreement, substantially in the form of Exhibit C, attached hereto, and the chief executive officer of such Participant must execute this Planning Agreement, with the attestation of the Clerk of such Participant, and the seal of the Participant affixed hereto.
- B. This Agreement will become effective on the first day of the calendar month immediately following due adoption by all Participants of an ordinance approving this Agreement (the "Effective Date"). In the event less than all Participants pass an

approving ordinance, this Agreement will be deemed automatically amended to name only those Participants whose governing bodies have passed an ordinance approving this agreement.

- C. The initial term of the Agreement shall be until the adoption, not being unduly withheld by the Participants, of the municipal waste management plan. The term of the Agreement shall begin on the effective date. Lycoming County shall begin providing municipal waste planning services on the effective date and shall end on December 31, 2011, unless the parties agree on additional terms. Subsequent Agreement terms, anniversary dates and renewal options will be treated in a similar manner.

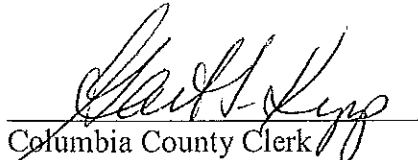
Section 14: Miscellaneous


- A. Assignment – This Agreement may not be assigned by any Participant. The RSWAC may delegate or assign its duties hereunder in accordance with policies and procedures adopted by the Steering Committee or to consultants, advisors, experts, or other persons as determined by the Steering Committee and Lycoming County.
- B. Severability – The unenforceability or invalidity of any provision of this Agreement will not affect the enforceability or validity of any other provision.
- C. Counterparts – This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.
- D. Expenses – Each Participant will pay all costs and expenses incurred or to be incurred by it in negotiation and preparing this Agreement and in carrying out the transactions contemplated by this Agreement to be performed on the part of the Participant.
- E. Governing Law – This Agreement will be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.
- F. Headings – The subject or section headings in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.
- G. Breach of Agreement by Lycoming County - If Lycoming County fails to perform any provision of this Agreement, or fails to perform any provision of this Agreement in a satisfactory manner, or fails to perform any provision of this Agreement in accordance with applicable state and/or federal regulations, the other Participants shall have the right to demand in writing adequate assurances from Lycoming County that steps have been or are being taken to rectify the situation. Within fifteen (15) days of receipt of any such demand, Lycoming County will submit to the other Participants a written statement that explains the

reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof.

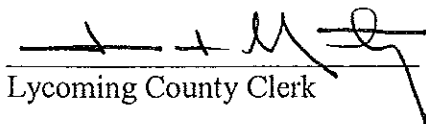
- H. Force Majeure - The Participants shall not be liable for the failure to perform their duties and obligations under this Agreement or for any resultant damages, loss, expense, etc., if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Participants and which the Participants were unable to avoid by exercise of reasonable diligence.

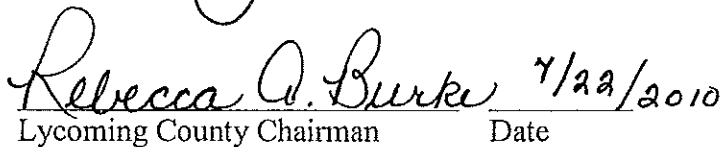
In Witness Whereof, the Participants, intending to be legally bound hereby, have caused this Intergovernmental Cooperation Agreement to be subscribed, as of the date set forth under the duly authorized signature of each Participant


Columbia County Clerk


Columbia County Chairman

8/20/2010
Date


Lycoming County Clerk

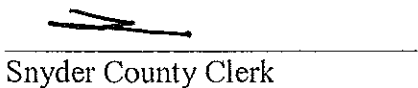

Lycoming County Chairman

7/22/2010
Date


Montour County Clerk

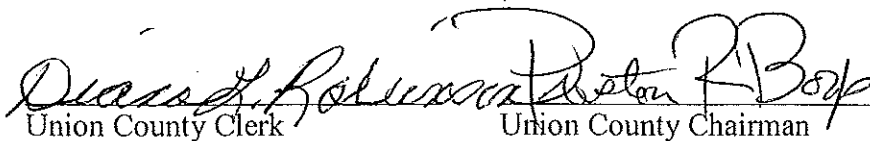

Montour County Chairman

8-10-10
Date


Snyder County Clerk


Snyder County Chairman

8-3-10
Date


Union County Clerk


Union County Chairman

8-3-10
Date

Exhibit A - Resolutions

Exhibit B - Organization Chart

RECEIVED
FEB 13 2009
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

COLUMBIA COUNTY RESOLUTION 09-0205

A RESOLUTION

OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF COLUMBIA, COMMONWEALTH OF PENNSYLVANIA, TO PARTICIPATE IN THE DEVELOPMENT OF A REGIONAL SOLID WASTE PLAN.

WHEREAS, the primary purposes of a municipal waste management plan (Section 272.201 of Title 25 of the Pennsylvania Code) are to ensure that each county has sufficient processing and disposal capacity for its municipal waste for at least 10 years; ensure a full, fair and open discussion of alternative methods of municipal waste processing or disposal; and to ensure maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material; and

WHEREAS, the Lycoming County landfill has historically accepted the majority of municipal waste from within the service area of Lycoming, Columbia, Montour, Union, Northumberland, and Snyder Counties; and,

WHEREAS, Lycoming County Resource Management Services has submitted a permit application for expansion of the landfill to provide an additional ten years of continuing capacity for the multi-county service area; and,

WHEREAS, the Lycoming County landfill is a publicly funded municipal facility designed to accept waste from the multi-county service area which is necessary to recover the investment of public funds; and,

WHEREAS, Act 101 authorized the Department of Environmental Protection to provide grant funds to County governments for the development of Solid Waste Plans; and,

WHEREAS, Lycoming County intends to develop a multi-county Regional Solid Waste Plan for the six county service area and will submit a grant application to DEP; and,

WHEREAS, Lycoming County will assume responsibility for all local match costs for a Regional Solid Waste Plan as required by the Grant; and,

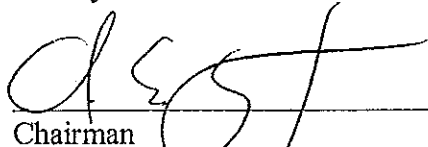
WHEREAS, the Regional Solid Waste Plan will identify and evaluate the feasibility of more efficient waste collection and recycling alternatives such as regional transfer stations and recycling facilities; and


WHEREAS, Lycoming County intends to enter into Solid Waste Plan Implementation Contracts with the participating Counties that will provide reimbursement for recycling administration costs and other beneficial services to the Counties;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the County of Columbia that it supports the proposed development of a Regional Solid Waste Plan.

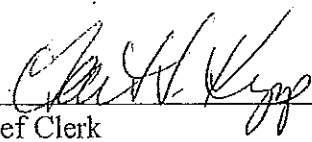
Duly enacted by the Board of Commissioners of the County of Columbia, Commonwealth of Pennsylvania, in lawful session assembled this _____ day of 2009.

County of Columbia


Chairman


Vice-Chairman

Secretary

Attest: 
Chief Clerk

Commissioners of Montour County

COURTHOUSE • 29 MILL STREET • DANVILLE, PENNSYLVANIA 17821 • (570) 271-3000 • FAX (570) 271-3088

COUNTY COMMISSIONERS

Trevor S. Finn, *Chairman*
John J. Gerst, *Vice-Chairman*
Jerry R. Ward



Home of the First "T" Rail in America

CHIEF CLERK
Holly A. Brandon
SOLICITOR
Robert L. Marks



COUNTY RESOLUTION R-1-13-09

A RESOLUTION

OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONTOUR, COMMONWEALTH OF PENNSYLVANIA, TO PARTICIPATE IN THE DEVELOPMENT OF A REGIONAL SOLID WASTE PLAN.

WHEREAS, the primary purposes of a municipal waste management plan (Section 272.201 of Title 25 of the Pennsylvania Code) are to ensure that each county has sufficient processing and disposal capacity for its municipal waste for at least 10 years; ensure a full, fair and open discussion of alternative methods of municipal waste processing or disposal; and to ensure maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material; and

WHEREAS, the Lycoming County landfill has historically accepted the majority of municipal waste from within the service area of Lycoming, Columbia, Montour, Union, Northumberland, and Snyder Counties; and,

WHEREAS, Lycoming County Resource Management Services has submitted a permit application for expansion of the landfill to provide an additional ten years of continuing capacity for the multi-county service area; and,

WHEREAS, the Lycoming County landfill is a publicly funded municipal facility designed to accept waste from the multi-county service area which is necessary to recover the investment of public funds; and,

WHEREAS, Act 101 authorized the Department of Environmental Protection to provide grant funds to County governments for the development of Solid Waste Plans; and,

WHEREAS, Lycoming County intends to develop a multi-county Regional Solid Waste Plan for the six county service area and will submit a grant application to DEP; and,

WHEREAS, Lycoming County will assume responsibility for all local match costs for a Regional Solid Waste Plan as required by the Grant; and,


WHEREAS, the Regional Solid Waste Plan will identify and evaluate the feasibility of more efficient waste collection and recycling alternatives such as regional transfer stations and recycling facilities; and

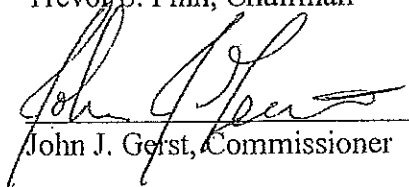
WHEREAS, Lycoming County intends to enter into Solid Waste Plan Implementation Contracts with the participating Counties that will provide reimbursement for recycling administration costs and other beneficial services to the Counties;

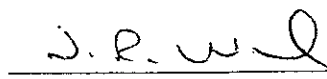
NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the County of Montour that it supports the proposed development of a Regional Solid Waste Plan.

Duly enacted by the Board of Commissioners of the County of Montour, Commonwealth of Pennsylvania, in lawful session assembled this 13th day of January, 2009.

County of Montour


Trevor S. Finn, Chairman


John J. Gerst, Commissioner


Jerry R. Ward, Commissioner

ATTEST:


Holly A. Brandon, Chief Clerk

SNYDER COUNTY RESOLUTION No. 2009-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF SNYDER, COMMONWEALTH OF PENNSYLVANIA, TO PARTICIPATE IN THE DEVELOPMENT OF A REGIONAL SOLID WASTE PLAN.

WHEREAS, the primary purposes of a municipal waste management plan (Section 272.201 of Title 25 of The Pennsylvania Code) are to ensure that each county has sufficient processing and disposal capacity for its municipal waste for at least ten (10) years; ensure a full, fair and open discussion of alternative methods of municipal waste processing or disposal; and to ensure maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material; and

WHEREAS, the Lycoming County landfill has historically accepted the majority of municipal waste from within the service area of Lycoming, Columbia, Montour, Union, Northumberland, and Snyder Counties; and

WHEREAS, Lycoming County Resource Management Services has submitted a permit application for expansion of the landfill to provide an additional ten years of continuing capacity for the multi-county service area; and

WHEREAS, Act 101 authorizes multi-county plans and the Department of Environmental Protection to provide grant funds to County Governments for the development of Solid Waste Plans; and

WHEREAS, Lycoming County intends to facilitate development of a multi-county Regional Solid Waste Plan for the six (6) county service area and will submit a grant application to the Department of Environmental Protection; and

WHEREAS, Lycoming County will assume responsibility for all local match costs for a Regional Solid Waste Plan as required by the Grant; and

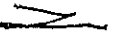
WHEREAS, the Regional Solid Waste Plan will identify and evaluate the feasibility of more efficient waste collection and recycling alternatives such as regional transfer stations and recycling facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Snyder, Commonwealth of Pennsylvania, that it supports the proposed development of a Regional Solid Waste Plan.

Unanimously adopted by the Board of Commissioners in lawful session on Tuesday, March 10, 2009.

ATTEST:

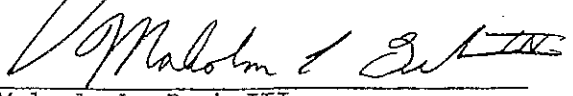
SNYDER COUNTY BOARD OF COMMISSIONERS



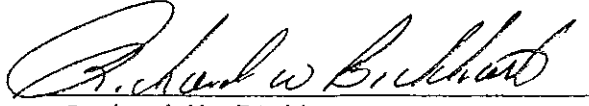
Lee E. Knepp, Chief Clerk



Joseph E. Kantz, Chairman



Malcolm L. Derk III



Richard W. Bickhart

MAR 11 2009

PLANNING AND COMMUNITY

UNION COUNTY COMMISSIONERS

County Commissioners

William W. Haas, *Chairman*

Preston R. Boop, *Vice Chairman*

John R. Showers, *Secretary*

Solicitor

Thomas C. Clark

County Administrator/Chief Clerk

Diana L. Robinson

UNION COUNTY GOVERNMENT CENTER

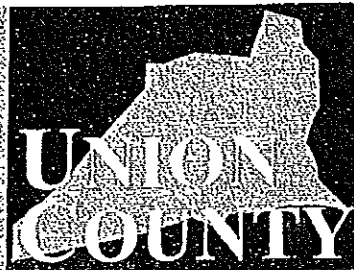
155 NORTH 15TH STREET

LEWISBURG, PA 17837-8822

TEL: 570/524-8631

FAX: 570/524-8635

www.unionco.org



RESOLUTION NUMBER 4 FOR 2009 AUTHORIZING THE PARTICIPATION IN THE DEVELOPMENT OF A REGIONAL SOLID WASTE PLAN.

WHEREAS, the primary purposes of a municipal waste management plan (Section 272.201 of Title 25 of the Pennsylvania Code) are to ensure that each county has sufficient processing and disposal capacity for its municipal waste for at least 10 years; ensure a full, fair and open discussion of alternative methods of municipal waste processing and/or disposal; and to ensure maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material; and

WHEREAS, the Lycoming County landfill has historically accepted the majority of municipal waste from within the service area of Lycoming, Columbia, Montour, Union, Northumberland, and Snyder Counties; and,

WHEREAS, Lycoming County Resource Management Services has submitted a permit application for expansion of the landfill to provide an additional ten years of continuing capacity for the multi-county service area; and,

WHEREAS, Act 101 authorizes multi-county plans and the Department of Environmental Protection to provide grant funds to County governments for the development of Solid Waste Plans; and,

WHEREAS, Lycoming County intends to facilitate development of a multi-county Regional Solid Waste Plan for the six county service area and will submit a grant application to DEP; and,


WHEREAS, Lycoming County will assume responsibility for all local match costs for a Regional Solid Waste Plan as required by the Grant; and,

WHEREAS, the Regional Solid Waste Plan will identify and evaluate the feasibility of more efficient waste collection and recycling alternatives such as regional transfer stations and recycling facilities; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the County of Union that it supports the proposed development of a Regional Solid Waste Plan.

Duly enacted by the Board of Commissioners of the County of Union, Commonwealth of Pennsylvania, in lawful session assembled this 3rd day of February, 2009.

Union County Commissioners


William W. Haas, Chairman


Preston Boop, Vice-Chairman


John Showers, Secretary

Attest:


Diana L. Robinson, Chief Clerk

Exhibit B - Organization Chart

Regional Plan for Solid Waste Management for Columbia, Lycoming, Montour, Snyder and Union Counties

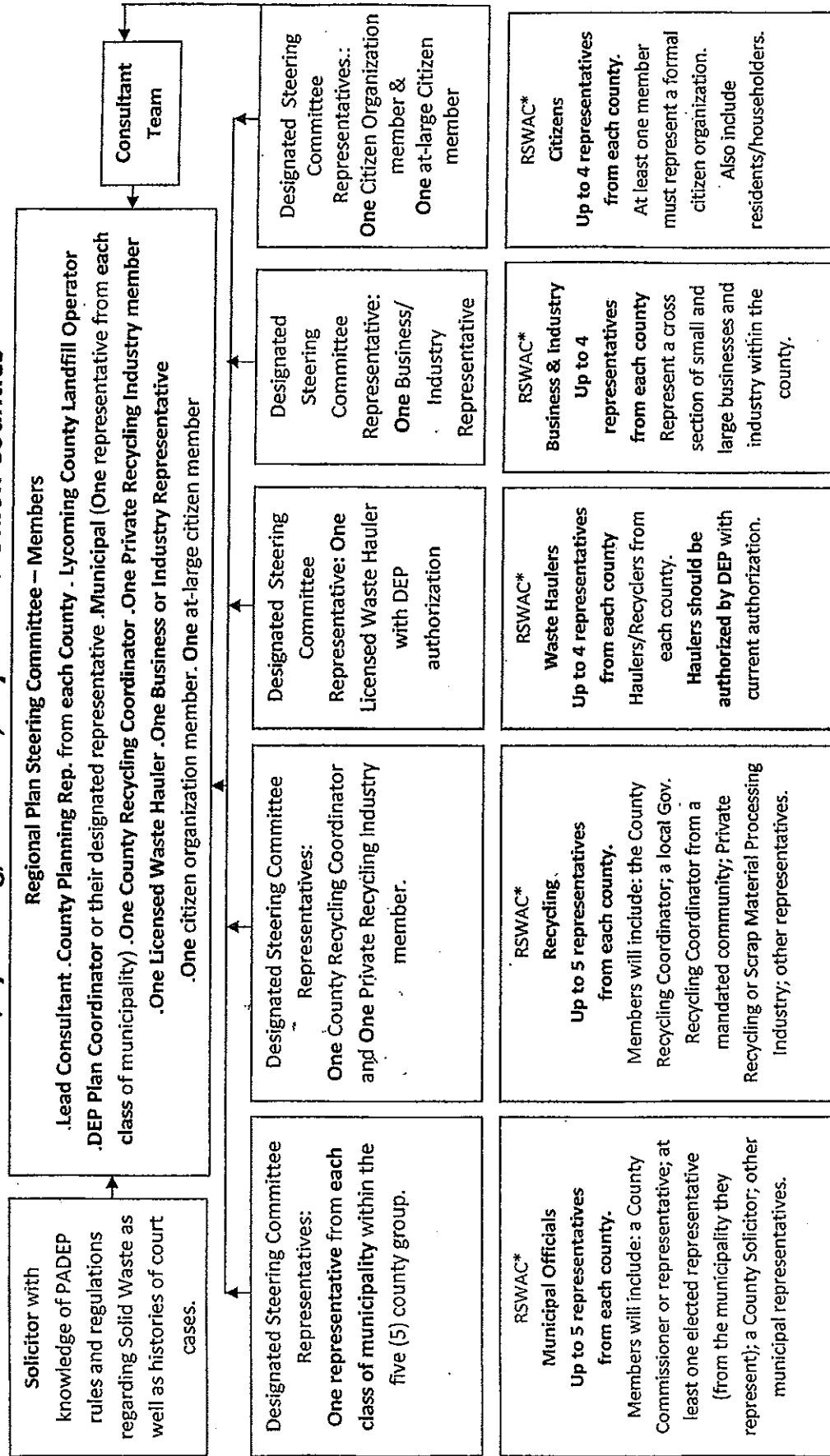


Exhibit C - Ordinance

**ORDINANCE APPROVING REGIONAL SOLID WASTE
MULTI-COUNTY PLANNING AGREEMENT**

COLUMBIA COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF COLUMBIA PROVIDING FOR AN AGREEMENT OF INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF REGIONAL SOLID WASTE PLANNING BY THE COUNTIES OF COLUMBIA, LYCOMING, MONTOUR, SNYDER, AND UNION.

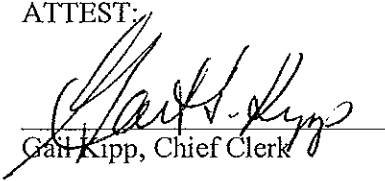
The Columbia County Board of Commissioners hereby ordains as follows:

Section 1. The Columbia County Board of Commissioners are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement for multi-county solid waste planning dated as of June 15, 2010, by and among the County of Columbia, County of Lycoming, County of Montour, County of Snyder, and County of Union a copy of which is attached hereto (the "Regional Solid Waste Multi-County Planning Agreement"). The specific terms, conditions, and provisions of the Cooperative Planning Agreement are made a part thereof.

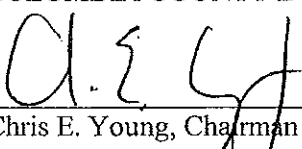
Section 2. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed, and disposed of, are set forth in the attached Cooperative Planning Agreement.

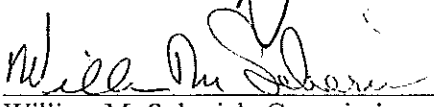
ORDAINED at a duly assembled public meeting held this 5th day of August 2010.

ATTEST:



Gail Kipp, Chief Clerk

COLUMBIA COUNTY BOARD OF COMMISSIONERS


Chris E. Young, Chairman


William M. Soberick, Commissioner

(Seal)


David M. Kovach, Commissioner

**COUNTY OF LYCOMING
COMMONWEALTH OF PENNSYLVANIA**

ORDINANCE NO. 2010-2

**ORDINANCE APPROVING REGIONAL SOLID WASTE
MULTI-COUNTY PLANNING AGREEMENT**

AN ORDINANCE OF THE COUNTY OF LYCOMING PROVIDING FOR AN
AGREEMENT OF INTERGOVERNMENTAL COOPERATION FOR THE
PURPOSE OF REGIONAL SOLID WASTE PLANNING BY THE COUNTIES OF
COLUMBIA, LYCOMING, MONTGOMERY, SNYDER, AND UNION.


The Lycoming County Board of Commissioners hereby ordains as follows:

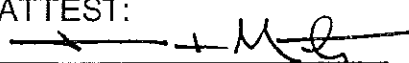
Section 1. The Lycoming County Board of Commissioners are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement for multi-county solid waste planning version dated June 15, 2010, by and among the County of Columbia, County of Lycoming, County of Montour, County of Snyder, and County of Union a copy of which is attached hereto (the "Regional Solid Waste Multi-County Planning Agreement"). The specific terms, conditions, and provisions of the Cooperative Planning Agreement are made a part thereof.

Section 2. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed, and disposed of, are set forth in the attached Cooperative Planning Agreement.

Duly enacted by the Board of Commissioners of the County of Lycoming, Commonwealth of Pennsylvania, in lawful session assembled this 22nd day of July, 2010.

COUNTY OF LYCOMING


Rebecca A. Burke, Chairperson

ATTEST:

Fred F. Marty, Chief Clerk


Ernest P. Larson, Vice Chairman


Jeff C. Wheeland, Secretary

**ORDINANCE APPROVING REGIONAL SOLID WASTE
MULTI-COUNTY PLANNING AGREEMENT**

MONTOUR COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF MONTOUR PROVIDING FOR AN AGREEMENT OF INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF REGIONAL SOLID WASTE PLANNING BY THE COUNTIES OF COLUMBIA, LYCOMING, MONTOUR, SNYDER, AND UNION.

The Montour County Board of Commissioners hereby ordains as follows:

Section 1. The Montour County Board of Commissioners are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement for multi-county solid waste planning dated as of June 15, 2010, by and among the County of Columbia, County of Lycoming, County of Montour, County of Snyder, and County of Union a copy of which is attached hereto (the "Regional Solid Waste Multi-County Planning Agreement"). The specific terms, conditions, and provisions of the Cooperative Planning Agreement are made a part thereof.

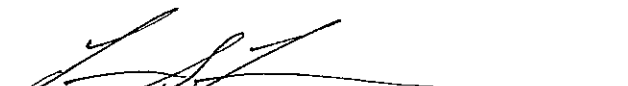
Section 2. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed, and disposed of, are set forth in the attached Cooperative Planning Agreement.

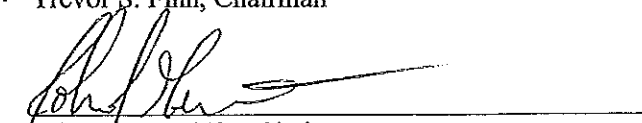
ORDAINED at a duly assembled public meeting held this 13th day of July, 2010.

ATTEST:

MONTOUR COUNTY BOARD OF COMMISSIONERS


Chief Clerk


Trevor S. Finn, Chairman


John J. Gerst, Vice Chairman

(Seal)


Jerry R. Ward, Commissioner

ORDINANCE APPROVING REGIONAL SOLID WASTE
MULTI-COUNTY PLANNING AGREEMENT

SNYDER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF SNYDER PROVIDING FOR AN AGREEMENT OF INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF REGIONAL SOLID WASTE MULTI-COUNTY PLANNING BY THE COUNTY OF SNYDER AND THE COUNTIES OF COLUMBIA, LYCOMING, MONTOUR, AND UNION.


The Snyder County Board of Commissioners hereby ordains as follows:

Section 1. The Snyder County Board of Commissioners are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement for multi-county solid waste planning dated as of June 15, 2010, by and among the County of Snyder, County of Columbia, County of Lycoming, County of Montour, and County of Union a copy of which is attached hereto (the "Regional Solid Waste Multi-County Planning Agreement"). The specific terms, conditions, and provisions of the Cooperative Planning Agreement are made a part thereof.

Section 2. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed, and disposed of, are set forth in the attached Cooperative Planning Agreement.

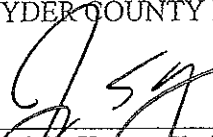
ORDAINED at a duly assembled public meeting held this 3rd day of August, 2010.

ATTEST:




Lee E. Knepp, Chief Clerk

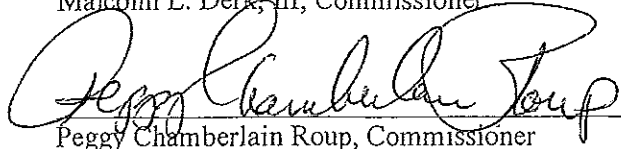
SNYDER COUNTY BOARD OF COMMISSIONERS



Joseph E. Kantz, Chairman



Malcolm L. Derk, III, Commissioner



Peggy Chamberlain Roup, Commissioner

UNION COUNTY COMMISSIONERS

UNION COUNTY GOVERNMENT CENTER

155 NORTH 15TH STREET

LEWISBURG, PA 17837-8822

TEL: 570/524-8631

FAX: 570/524-8635

www.unionco.org

County Commissioners

Preston R. Boop, *Chairman*

John R. Showers, *Vice Chairman*

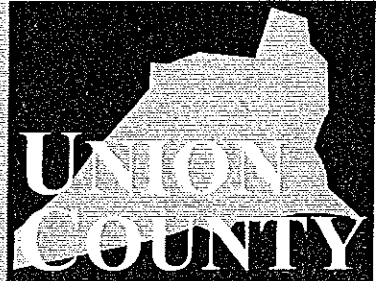
John H. Mathias, *Secretary*

Solicitor

Thomas C. Clark

County Administrator/Chief Clerk

Diana L. Robinson



ORDINANCE NUMBER 1 FOR 2010 APPROVING REGIONAL SOLID WASTE MULTI-COUNTY PLANNING AGREEMENT

UNION COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF UNION PROVIDING FOR AN AGREEMENT OF INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF REGIONAL SOLID WASTE MULTI-COUNTY PLANNING BY THE COUNTY OF UNION AND THE COUNTIES OF COLUMBIA, LYCOMING, MONTOUR, AND SNYDER.

The Union County Board of Commissioners hereby ordains as follows:

Section 1. The Union County Board of Commissioners are authorized and directed to execute and deliver the Intergovernmental Cooperation Agreement for multi-county solid waste planning dated as of June 15, 2010, by and among the County of Union, County of Columbia, County of Lycoming, County of Montour, and County of Snyder a copy of which is attached hereto (the "Regional Solid Waste Multi-County Planning Agreement"). The specific terms, conditions, and provisions of the Cooperative Planning Agreement are made a part thereof.

Section 2. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, organizational structure and manner in which real and/or personal property shall be acquired, managed, and disposed of, are set forth in the attached Cooperative Planning Agreement.

ORDAINED at a duly assembled public meeting held this 3rd day of Aug 2010.

UNION COUNTY COMMISSIONERS

(SEAL)

Preston R. Boop
Preston R. Boop, Chairman

John R. Showers
John R. Showers, Vice Chairman

Attest:

John H. Mathias
John H. Mathias, Secretary

Diana L. Robinson
Diana L. Robinson
Chief Clerk

PUBLIC COMMENT PERIOD
FIVE COUNTY REGIONAL SOLID WASTE MANAGEMENT PLAN UPDATE
(Columbia, Montour, Lycoming, Snyder and Union Counties)

The Regional Solid Waste Management Plan Update meeting the needs of the Five County Region encompassing Columbia, Lycoming, Montour, Snyder and Union Counties has been completed and is now available in Final Draft form. The Plan Update includes the use of Lycoming County RMS, Wayne Township Landfill and additional Facilities (listed in Appendix A.1.) for municipal waste disposal, the continued use of the current Regional recycling infrastructure, and a list of proposed measures that may be used to employ enhanced integrated waste management and recycling/ waste reduction strategies in the Region.

A 90-day Public Comment Period on the Regional Plan Update begins on October 27, 2023 during which time comments from residents and businesses located within the Region will be accepted. A series of Public Hearings will be held to accept questions and comments from interested parties, and to present a brief summary of the Regional Plan. These hearings are available to all interested parties either in person or virtual, and are scheduled as follows:

- 12/13/2023 at 5 PM at the Columbia County Commissioners' Conference Room located at 702 Sawmill Road, Bloomsburg PA
- 12/5/2023 at 11 AM the Montour County Gov't Building, 435 E Front St., Danville PA
- 12/13/2023 at 2 PM at the Union County Government Center located at 155 North 15th Street, Lewisburg PA
- 12/5/2023 at 1 PM the Snyder County Courthouse, 9 W Market St., Middleburg PA
- 12/7/2023 at 5:00 PM at the Lycoming County 3rd Street Plaza, 6th Floor, located at 33 W 3rd Street., Williamsport PA (for virtual attendance instructions please see the website below)

The 90-day Public Comment Period ends on January 24, 2024 and the comments received will be addressed, and a Final version of the Plan will be prepared for submission to the Commissioners of each County for adoption by February 26, 2024.

Submit comments on the Final Draft Regional Plan to Shannon Rossman, Lycoming County Planning Director, 48 West 3rd Street, Williamsport PA 17701 or via email at srossman@lyco.org Please include a statement explaining the reason for each comment.

The website that contains all of the Regional Plan documents for review is as follows:

<https://www.lyco.org/Departments/Planning-and-Community-Development/Solid-Waste-Management-Plan>

The Draft Regional Plan is also available during normal business hours at the following locations:

- Columbia County Planning Commission, 26 W First Street, Bloomsburg, PA 17815
- Lycoming County Planning Dept., 3rd Floor, 330 Pine Street, Williamsport, PA 17701
- Montour County Planning Commission, 435 E Front Street, Danville, PA 17821
- Snyder County Planning Commission, 9 W Market Street, Middleburg PA 17842
- Union County Planning, Union County Government Center, 155 N 15th Street, Lewisburg, PA 17837