

I, Michael G. Crotty of Siana, Bellwoar & McAndrew, LLP, Solicitor of East Fallowfield Township hereby certify and attest that the below Ordinance is a true and correct copy of the proposed ordinance to be considered for adoption by the East Fallowfield Township Board of Supervisors at the regular Township meeting on January 7, 2019.

/s/ Michael G. Crotty  
Michael G. Crotty, Esquire  
Siana, Bellwoar & McAndrew, LLP  
Township Solicitor

**TOWNSHIP OF EAST FALLOWFIELD  
CHESTER COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2019-01**

**AN ORDINANCE OF THE TOWNSHIP OF EAST FALLOWFIELD AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN EAST FALLOWFIELD TOWNSHIP AND THE COUNTY OF CHESTER TO PROVIDE TRASH BILLING COLLECTION SERVICES.**

**AND NOW**, this 7<sup>th</sup> day of January, 2019, be it ordained and enacted by the Board of Supervisors of East Fallowfield Township as follows:

Section 1. Delegation of Authority

The Board of Supervisors of East Fallowfield Township hereby authorizes the execution of an Amendment to the existing Intergovernmental Agreement for Services of Tax Collection, dated January 27, 2016 (“Agreement”) between the County of Chester (“County”) and East Fallowfield Township (“Township”), and hereby delegates to the County of Chester to provide Billing Collection Services for the Trash Program of East Fallowfield Township, as described in the Agreement, which is incorporated herein by reference as if fully set forth. Copies of the Agreement and Amendments thereto are attached to this Ordinance as Exhibit “A”.

Section 2. Duration

The term of the Agreement shall be up to three (3) years, subject for annual renewal thereof unless terminated by either party per the terms provision in the Agreement.

Section 3. Purpose and Objectives of Agreement

It shall be the purpose and objective of the Agreement to authorize the County to take any and all actions necessary for the collection of the Trash Billing Fees on behalf of East Fallowfield Township.

Pursuant to the Agreement, the County shall provide Trash Billing Collection services for all trash and refuse collected within the Township. Trash Billing shall be issued contemporaneously with other billing and collection services as set forth in the Agreement.

Section 4.      Financing

The Township shall be responsible for satisfying all costs associated with the Trash Billing Collection Services as set forth in the Agreement at the rates contained therein. No financing or borrowing is required or anticipated to occur.

Section 5.      Organizational Structure

The Trash Billing Collection Services shall be the responsibility of the County, and/or the individual contractor retained by the County to perform such services.

Section 6.      Property

No property of East Fallowfield Township shall be utilized for the purposes of this Agreement.

Section 7.      Severability

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance.

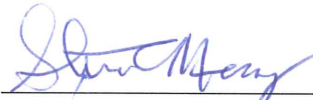
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Section 9. Effective Date

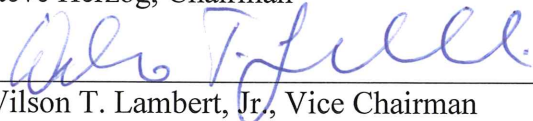
This Ordinance shall take effect five (5) days after the date of this Ordinance.

**ORDAINED AND ENACTED** this 7th day of January 2019.

**BOARD OF SUPERVISORS  
EAST FALLOWFIELD TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**



Steve Herzog, Chairman




Wilson T. Lambert, Jr., Vice Chairman

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Carol Kulp, Member



Joe Heffern, Member



Katja DiRado, Member

Attest:



Lisa Valaitis, Township Secretary

# EXHIBIT A