

**RACP COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF DAUPHIN, PENNSYLVANIA AND  
THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

THIS RACP COOPERATION AGREEMENT (this "Cooperation Agreement"), entered into as of the 23 day of ~~August~~<sup>October</sup>, 2013, between the County of Dauphin, a third class county of the Commonwealth of Pennsylvania (the "County") and the Lancaster County Solid Waste Management Authority, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act (the "Authority") concerning their respective obligations to the Commonwealth of Pennsylvania (the "Commonwealth") and each other with respect to a Redevelopment Assistance Capital Program grant.

**WITNESSETH:**

WHEREAS, the Authority and the County desire that the Authority acquire and improve an existing mass burn, waste processing, steam and electric generation and ash disposal and solid waste transfer station facility situated at 1670 South 19<sup>th</sup> Street, City of Harrisburg and Township of Swatara (the "Project"), at an estimated cost of One Hundred and Thirty-Eight Million Dollars (\$138,000,000); and

WHEREAS, the Project has heretofore has received an allocation of funds in the Commonwealth capital budget under the Commonwealth's Redevelopment Assistance Capital Program (the "RAC Program") for funding (the "Grant") in the aggregate amount of Eight Million Dollars (\$8,000,000) to be applied for and toward a portion of the costs of the Project; and

WHEREAS, the County desires to be the applicant, and the Authority desires to be the sub-applicant, in submitting the RAC Program application for the Grant; and

WHEREAS, the County desires to be the grantee and the Authority desires to be the sub-grantee and the administrative agency for the Grant under and pursuant to a Grant agreement (the "Grant Agreement") by and between the County and the Commonwealth, acting by and through the Office of the Budget; and

WHEREAS, the Grant Agreement will set forth the conditions under which the Commonwealth agrees to make the Grant available to the County and the Authority as grantee and sub-grantee respectively, toward costs and expenses with respect to the Project eligible to be funded under the RAC Program, including, *inter alia*, the condition that the Authority shall enter into a cooperation agreement with a local taxing entity that authorizes the Project and obligates the local taxing entity to reimburse the Commonwealth for the Commonwealth's share of any expenditures with respect to the Project determined by the Commonwealth to be ineligible costs under the RAC Program; and

WHEREAS, the County qualifies as a local taxing entity, within the meaning of the Grant Agreement; and

WHEREAS, the Authority has requested the County to undertake the reimbursement obligation required by the Grant Agreement in order to support the Project.



**NOW, THEREFORE**, in consideration of the foregoing and of the benefits which will accrue to the County and the Authority as a result of the Grant, the parties, intending to be legally bound, do covenant and agree for themselves, their respective successors and assignees, as follows:

1. This Agreement shall commence upon the date of execution by the last signatory and shall end at such time as all conditions of the Grant have been satisfied.
2. The County confirms its support for the Project and approval for the Authority to participate as sub-applicant and sub-grantee with respect to the Project Grant Application, Grant Agreement and Grant.
3. The Authority shall prepare an appropriate Project business plan and application ("Application") for the RAC Program at the Authority's sole cost and expense. The County shall execute the Application as applicant and the Authority shall execute the Application as sub-applicant.
4. The Grant Agreement for the Project shall be executed by the County as grantee and by the Authority as sub-grantee.
5. The Authority shall administer the Grant, and be responsible for RAC Program oversight and compliance, as required by the RAC Program guidelines and the Grant Agreement, on behalf of the County.
6. The Authority shall provide the County with any necessary information to facilitate compliance with all Program and Grant requirements as contained in the RAC Program guidelines and the Grant Agreement.
7. Upon request by the Authority, the County shall requisition the Commonwealth for disbursements of the Grant in accordance with the Commonwealth's approved disbursement schedule. Supporting invoice documentation shall be provided by the Authority to the County, to evidence eligible Project costs authorized by the Commonwealth.
8. Upon receipt of disbursements from the Commonwealth, the County shall make disbursements of the Grant to the Authority, in compliance with the terms of the Grant and in accordance with this Agreement.
9. The County shall reimburse the Commonwealth for expenditures disbursed to the Authority that are ineligible for funding under the Grant.
10. The Authority shall reimburse the County for any amounts which the County pays over to the Commonwealth pursuant to the immediately preceding paragraph 9.
11. In addition to the reimbursement obligations of the immediately preceding paragraph 10, the Authority shall protect, indemnify and save harmless the County from any and all suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including but not limited to reasonable attorney's fees and costs in connection in defense of suits, actions, claims and demands, incurred by or asserted or imposed against the County or its Commissioners,

officers, employees and agents, which arise out of the Authority's administration of, or involvement in, the Grant Agreement or Grant, or its involvement in the Project.

12. This Agreement shall be binding upon and inure to the benefit of the County and the Authority, and their respective successors and assigns, and the Commonwealth shall be deemed to be a third party beneficiary under this Cooperation Agreement.

13. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the Project Grant Agreement, including the incorporation of all requirements and the express terms of the Grant Agreement, to be attached to this Agreement as Exhibit "A" when issued.

14. If any provision of this Cooperation Agreement shall be held to be invalid, such invalidity shall not affect any other provision of this Cooperation Agreement, and the remaining provisions of this Cooperation Agreement shall be construed and enforced as if such invalid provision had not been contained in this Cooperation Agreement. The laws of the Commonwealth shall govern construction of this Cooperation Agreement.

15. This Cooperation Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

**IN WITNESS WHEREOF** the parties to this Cooperation Agreement have set their hands and seals to this Cooperation Agreement between the County of Dauphin and the Lancaster County Solid Waste Management Authority as of the date and year first above written.

COUNTY OF DAUPHIN,  
Pennsylvania


Attest:

  
\_\_\_\_\_  
Deputy Chief Clerk

(SEAL)




Attest:

  
\_\_\_\_\_  
Secretary

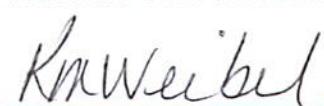
(SEAL)

By:   
\_\_\_\_\_  
Chairman, Board of Commissioners

By:   
\_\_\_\_\_  
Vice Chairman Board of Commissioners

By:   
\_\_\_\_\_  
Secretary, Board of Commissioners

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By:   
\_\_\_\_\_  
Chairman