

**TOWNSHIP OF WORTH**  
**ORDINANCE NO. 2005-B**

AN ORDINANCE OF THE **TOWNSHIP OF WORTH**, BUTLER COUNTY, PENNSYLVANIA PROVIDING FOR THE ENTERING INTO INTERGOVERNMENTAL COOPERATION WITH OTHER MUNICIPALITIES OF BUTLER COUNTY TO ESTABLISH AND MAINTAIN THE BUTLER COUNTY SEWAGE ASSOCIATION TO PERFORM AND ENFORCE THE REQUIREMENTS OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.

BE IT ORDAINED, AND IT IS HEREBY ORDAINED AND ENACTED BY THE **SUPERVISORS OF WORTH TOWNSHIP** AS FOLLOWS:

SECTION ONE : That, pursuant to the provisions of the Intergovernmental Cooperation Law (Act 177, approved December 19, 1996,P.L.1158), the **Township of WORTH** (hereinafter referred to as the "Municipality") shall and does hereby enter into and adopt this Agreement of Cooperation (hereinafter "Agreement") with such other municipalities of Butler County as may ordain to do so, providing for the establishment and maintenance of a joint local agency as authorized by Section 8 of the Sewage Facilities Act, ( Act No. 537, January 24, 1966, P.L.1535), (hereinafter "Act") to be known as the Butler County Sewage Association (hereinafter " Association" ) .

SECTION TWO : This Agreement shall and does hereby provide, interalia:

(A) The delegation and transfer to the Butler County Sewage Association

of all functions, powers and/or responsibilities of the Municipality, as provided for by the Act, as amended or hereafter amended, which shall include, but not be limited to, the following:

- (1) Setting fee schedules for joining the Association, processing permit applications, and issuing permits.
- (2) Employing certified sewage enforcement officers and such other employees or personnel, as may be necessary, and determining the amount and method or compensation for them.
- (3) Applying for and receiving reimbursement from the Pennsylvania Department of Environmental Protection.
- (4) Establishing all necessary provisions and procedures for issuance of permits, collection of fees, enforcement of the Act and the Rules and Regulations promulgated pursuant thereto, prosecution of violations, hearing appeals from decisions of the sewage enforcement officer and appearing as a party of the local agency pursuant to the Local Agency Law.

- (5) Adopting rules and regulations and procedures not inconsistent with the Sewage Facilities Act or the Rules and Regulations promulgated pursuant thereto, which the Association deems necessary and proper to the effective administration of the Act and to the effective execution of the powers, duties and responsibility granted by the Act, the Ordinances of participating municipalities and the Agreement of Cooperation.
  - (6) Exercising all the power and duties delegated to local agencies by Sections 7 and 8 of the Act.
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- (B) That the purposes and objectives of this Agreement are to create a local agency which equally administer and enforce the provisions of the Act within each municipality that is part of and included within the jurisdiction of the Association created.
  - (C) That the manner and extent of financing the activities of the Association shall be determined by the Association which will annually, before preparation of budgets of participating municipalities, specify the amount of funds, if any, that will be needed from each member municipality to finance any costs not covered by fees and reimbursement, which amounts shall be approved by a majority of member municipalities. The Association shall attempt as nearly as feasible, to limit its expenditures to income received from fees and reimbursements.
  - (D) That this Association shall adopt Bylaws which shall include, but not be limited to, a governing body composed of one elected official or other designated representative from each participating municipality to be chosen on an annual basis by each participating municipality.
  - (E) Such Bylaws shall provide for the manner in which property, real or personal, shall be acquired, managed or disposed of, including a provision that upon complete termination of the Association's existence, its remaining assets shall be distributed to the then participating municipalities in a prorated amount based upon the total contributions of each municipality of joining fees and assessments paid pursuant to section two (C) hereof.
  - (F) The Municipality may, upon thirty (30) days written notice to the Association, withdraw from the Association through repeal of this Ordinance.
  - (G) That the Association shall serve only those municipalities participating therein.

- (H) That non-member municipalities in the County may become participating member of the Association by proper Ordinance adopting this Agreement of Cooperation.
- (I) That this Agreement of Cooperation may be amended or terminated by Ordinance of all participating members.
- (J) That the Association is empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section Three Repealer : All prior Ordinances or parts thereof inconsistent with the provisions of this Ordinance, Agreement of Cooperation, and requirements legally adopted by the Association, are hereby repealed.

Section Four Enforcement : Any and all enforcement rights provided by the "Pennsylvania Sewage Facilities Act" including, but not limited to , all civil and/ or criminal penalties, are delegated to the Association by the participating municipalities, provided however, that each municipality shall authorize such enforcement, pay all out of pocket expenses thereof and receive all fines, costs, and penalties resulting therefrom for violations within it's borders.

Section Five Partial Invalidity : Any portion of this Ordinance that may subsequently be determined to be invalid shall not affect the remaining portion hereof, it being the intent of the Municipality to have enacted such remaining potion without regard to the portion declared invalid.

Section Six Effective Date : This Ordinance shall take effect five days from the date of enactment.

ORDAINED AND ENACTED this 6th day of December,  
2005.

**Township of WORTH**

By :

Kenneth Moniot

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Chairman

John W. Martin

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Vice Chairman

Kenneth L. McMurdy

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Supervisor