

portions hereof, it being the intent of Delaware Township to have
waived such remaining portion without regard to the portion
declared invalid.

DELAWARE TOWNSHIP

ORDAINED AND ENACTED this 14th day of February, 1989.

ORDINANCE NO. 21-1989

AN ORDINANCE OF THE TOWNSHIP OF DELAWARE, MERCER COUNTY,
PENNSYLVANIA, PROVIDING FOR AN AGREEMENT OF COOPERATION WITH
OTHER MUNICIPALITIES OF MERCER COUNTY TO OPERATE THE MERCER
COUNTY JOINT SEWAGE AGENCY TO PERFORM THE DUTIES AND ENFORCE
THE REQUIREMENTS OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.

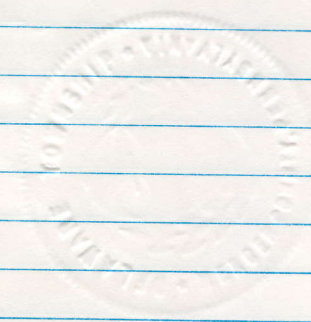
BE IT ORDAINED, AND IT IS HEREBY ORDAINED AND ENACTED by the
Board of Supervisors of the Township of Delaware as follows:

Section I. That, pursuant to the provisions of the
Intergovernmental Cooperation Law (Act 180, approved July 12,
1972), Delaware Township shall enter into an agreement with such
other municipalities of Mercer County as may ordain to do so to
provide for the establishment and maintenance of a joint agency
to be known as the Mercer County Joint Sewage Agency.

Section II. That the agreement shall be the same agreement
entered into by Jefferson Township, Perry Township, Pine
Township, Liberty Township, Fairview Township, Wolf Creed
Township, Lackawannock Township, and Otter Creek Township,
effective May 29, 1975, a copy of which is attached hereto and
made a part of this ordinance.

Section III. All prior Ordinances or parts thereof inconsistent
with the provisions of this Ordinance, the agreement entered into
pursuant hereto, or requirements legally adopted by the Agency
are hereby repealed.

Section IV. Any portion of this Ordinance that may subsequently
be determined to be invalid shall not affect the remaining



portions hereof, it being the intent of Delaware Township to have enacted such remaining portion without regard to the portion declared invalid.

ORDAINED AND ENACTED this 1st day of February, 1989.

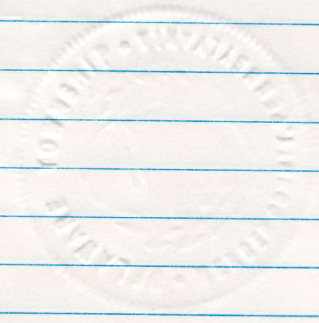
DELAWARE TOWNSHIP

Shaw J. Kay
Secretary

Donald C. Shipton
Donald C. Shipton, Chairman

Carl R. Hoover
Carl R. Hoover, Vice Chairman

Donald L. Kremm
Donald L. Kremm, Supervisor



ARTICLES OF AGREEMENT

Made and entered into by and between certain municipalities of Mercer County, Pennsylvania, whose duly authorized officials have executed this agreement.

WITNESSETH:

WHEREAS, the Pennsylvania Sewage Facilities Act imposes certain responsibilities and duties upon municipalities and specifically authorizes combinations thereof acting cooperatively or jointly under the law and the Intergovernmental Cooperation Law further provides that two or more municipalities may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers and responsibilities by entry into a joint agreement to accomplish the same; and

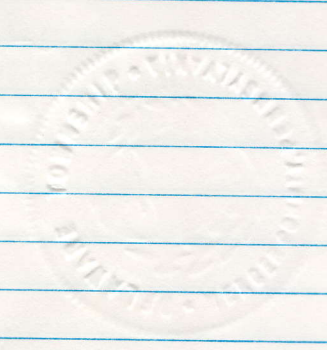
WHEREAS, each of the undersigned participating municipalities desire to create a joint agency which will enforce the provisions of the Pennsylvania Sewage Facilities Act within each municipality that is part of the agency created and it is the purpose of this agreement to accomplish the same; and

WHEREAS, each of the undersigned participating municipalities have duly enacted an ordinance authorizing the entry into such an agreement as is herein set forth and have approved the terms and conditions of this agreement and desire to become parties hereto.

NOW THEREFORE, IT IS AGREED by and between the undersigned municipalities, and such additional municipalities as may subsequently become parties hereto in accordance with the provisions for the same herein set forth, as follows:

(1) There is hereby established a joint agency which shall be known as the Mercer County Joint Sewage Agency.

(2) Each of the participating municipalities who are parties to this agreement hereby delegate and transfer to the Mercer County Joint Sewage Agency



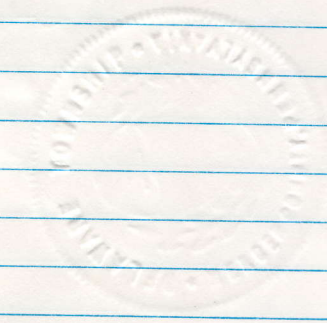
(hereinafter referred to as the Agency) all functions, powers or responsibilities of each of the participating municipalities, as provided for by the Pennsylvania Sewage Facilities Act, as amended or hereafter amended.

(3) The Agency shall consist of a governing body comprising one appointee from each participating municipality, which appointee shall be a supervisor, councilman, or commissioner of the participating municipality, plus one alternate.

(4) The governing body of the Agency shall, by majority vote of the members thereof, adopt necessary rules, regulations and procedures in order to fully comply with all requirements of the Pennsylvania Sewage Facilities Act and such additional regulations and by-laws as may be necessary to provide for the efficient operation of the Agency.

(5) The governing board shall:

- (a) Set fee schedules for permits;
- (b) Employ certified enforcement officers and such other employees or personnel as may be necessary to effect the necessary work of the Agency, and shall determine the amount and method of compensation for all of its employees;
- (c) Apply for and receive reimbursement from the Pennsylvania Department of Environmental Resources;
- (d) Establish all necessary provisions and procedures for issuance of permits, collection of fees, enforcement, violation penalties, and appeals. Appeals shall be heard by an Appeals Board which shall consist of a sub-committee of the governing board in such manner and method as may be determined by the governing board.

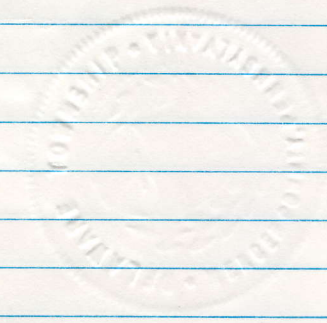


(e) Determine the manner and extent of financing the operation of the Agency and annually, before preparation of budgets of participating municipalities, specify to each the amount of funds, if any, that will be needed from each member municipality to finance any costs not covered by fees and reimbursements, which amounts shall be approved by each member municipality. Initially, the governing board shall determine the amount of initial operating funds necessary which shall be prorated among the participating municipalities upon a per capita basis, excluding public sewer areas of each municipality.

(f) Formulate rules or by-laws of the Agency which shall provide the organizational structure necessary to implement this agreement, including provision for officers consisting of a Chairman, Vice Chairman, Secretary and Treasurer, each being elected by a majority vote of the governing board at an annual meeting to be held in the month of January of each year, which officers shall serve for a term of one year or until their successors will be elected, and may be re-elected to such offices.

(6) The Agency shall serve only those municipalities who are participating members therein.

(7) Any municipality of Mercer County shall be eligible to become a party to this agreement upon the enactment of an ordinance in form similar to those enacted by the initial participating municipalities, authorizing the same, and upon such enactment becoming effective and the governing body of such municipality specifically approving this agreement or any amendment thereto and authorizing its duly authorized officials to execute the same on behalf of said municipality,



shall thereupon become a participating member. Any municipality first becoming a participating member shall pay to the Agency the same per capita apportionment above set forth as paid by the initial participating municipalities.

(8) Any municipality may separate from the Agency at the will of such municipality evidence by an ordinance duly enacted providing for the same.

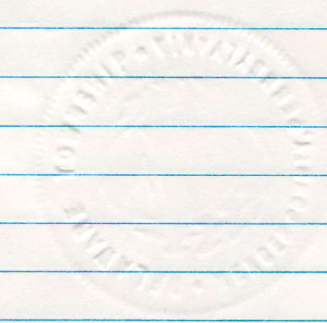
(9) The term of this agreement shall continue so long as any two or more municipalities shall continue to be parties hereto.

(10) Upon complete termination of the Agency's existence, its remaining assets, if any, shall be equally reimbursed to the participating municipalities existing at the time of termination.

(11) The manner in which property, real or personal, shall be acquired, managed or disposed of, shall be in accordance with law and in accordance with provisions made therefor in the by-laws or rules of the Agency as may be adopted by the governing board thereof.

(12) This agreement may be amended from time to time by 2/3 majority consent of all municipalities participating at the time of such amendment.

IN WITNESS WHEREOF, the undersigned participating municipalities thereto, by their duly authorized officials, have caused this agreement to be duly executed on the effective date as to each as appears opposite such signature, all intending to become legally bound hereby.



ATTEST:

AGENCY MEMBERS

Rick Kelly
Agency Secretary

Effective Date: May 29, 1975

Russell S. Nibel
Jefferson Township

James E. Barrow
Perry Township

Keith E. McDougall
Pine Township

Frank Linder
Liberty Township

Alvin R. ...
Fairview Township

John Lear
Wolf Creek Township

Eric J. Hunt
Lackawannock Township

William J. ...
Otter Creek Township

