

ORDINANCE NO. 2010-03

AN ORDINANCE OF HOPEWELL TOWNSHIP, A FIRST CLASS TOWNSHIP UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CENTER TOWNSHIP SEWER AUTHORITY IN ORDER THAT HOPEWELL TOWNSHIP MAY PROVIDE SEWER SERVICES TO CERTAIN CENTER TOWNSHIP CUSTOMERS AND IN ORDER THAT THE CENTER TOWNSHIP SEWER AUTHORITY MAY PROVIDE SEWER SERVICES TO CERTAIN HOPEWELL TOWNSHIP CUSTOMERS AND FURTHER APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CENTER TOWNSHIP WATER AUTHORITY TO PROVIDE FOR THE TERMINATION OF WATER SERVICE IN THE EVENT THAT A CENTER TOWNSHIP CUSTOMER SHOULD FAIL TO PAY HOPEWELL FOR SEWER SERVICE

BE IT ENACTED AND ORDAINED by the Board of Commissioners in and for the Township of Hopewell, Beaver County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

SECTION 1: LEGISLATIVE INTENT AND APPLICABILITY

The background of this Ordinance and the legislative intention of the Board of Commissioners ("Board") in enacting it are as follows:

- (a) Hopewell Township is a municipal corporation and Township of the First Class and the Center Township Sewer Authority and Center Township Water Authority are authorities organized and existing pursuant to the Pennsylvania Municipality Authorities Act.
- (b) The General Assembly of the Commonwealth of Pennsylvania has provided for intergovernmental cooperation in the performance of governmental functions and powers by the Act of December 19, 1996, P.L. 1158, No. 177 §2301, as amended.
- (c) The Intergovernmental Cooperation Act authorizes two or more local governments or authorities in the Commonwealth to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as the municipality adopts an ordinance so providing.
- (d) The Board of Commissioners has determined that it is in the best interest of Hopewell Township to enter into an intergovernmental cooperation agreement with the Center Township Sewer Authority in order to more efficiently provide sewer services to Hopewell and Center customers and to enter into an intergovernmental cooperation agreement with the Center Township Water Authority to provide for the termination of water service in the event of any failure by a Center customer to pay Hopewell for sewer

service.

SECTION 2: INTERGOVERNMENTAL AGREEMENT

The covenants, terms and conditions of the Intergovernmental Cooperation Agreements attached hereto as Exhibit "A" and Exhibit "B" are hereby incorporated herein by reference with the same effect as though fully set forth at length.

SECTION 3: DURATION OF AGREEMENT

The duration of the Intergovernmental Cooperation Agreements are set forth in the term of the Agreements.

SECTION 4: PURPOSE AND OBJECTIVES OF THE AGREEMENT

The purpose of these Intergovernmental Cooperation Agreements is to more efficiently provide sewer services to Hopewell and Center customers under the terms set forth in the Agreements.

SECTION 5: SEVERABILITY

If any sentence, clause, phrase or section 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, phrases, sections or parts of this Ordinance. It is hereby declared as the intention of the Board of Commissioners of this Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

SECTION 6: REPEALER

Any other Ordinance or parts thereof inconsistent with this Ordinance are hereby expressly repealed.

SECTION 7: EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

ENACTED AND ORDAINED this 12th day of April, 2010.

ATTEST:



Andy Brunette,
Manager/Controler

TOWNSHIP OF HOPEWELL

BY: 

President, Hopewell Township
Board of Commissioners

INTERMUNICIPAL SEWER SERVICE AGREEMENT

THIS AGREEMENT dated as of the 12th day of April, 2010, by and between:

CENTER TOWNSHIP SEWER AUTHORITY (hereinafter called "CTSA") having a mailing address for all purposes and notices hereunder of 224 Center Grange Road, Aliquippa, PA 15001, and

HOPEWELL TOWNSHIP (hereinafter called "HT") having a mailing address for all purposes and notices hereunder of 1700 Clark Boulevard, Aliquippa PA 15001.

WITNESSETH:

WHEREAS, the Townships of Center and Hopewell are adjoining Municipalities in Beaver County, Pennsylvania; and

WHEREAS, CTSA owns and operates a sewer system (hereinafter called "System") in Center Township; and

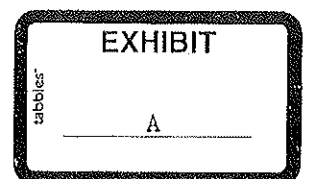
WHEREAS, Hopewell Township owns and operates a sewer system (hereinafter called "System") in Hopewell Township; and

WHEREAS, a need exists, due to the terrain, for the CTSA to provide sewer services to certain residents of Hopewell Township and HT to provide sewer services for certain Center Township residents; and

WHEREAS, the parties have negotiated certain understandings which they intend to document by these presents;

NOW THEREFORE, in consideration of the promises, covenants and agreements set forth herein and the mutuality thereof, and intending to be legally bound hereby, the parties mutually agree as follows:

1. The foregoing preamble and paragraphs are incorporated herein by reference hereto.
2. CTSA covenants and agrees to provide sewer services to certain residents of Hopewell Township on the terms and conditions set forth herein who shall thereafter become customers of CTSA.
3. HT covenants and agrees to provide sewer services to certain residents of Center Township on the terms and conditions set forth herein who shall thereafter become customers of HT.
4. The costs of tapping-in and installation to the CTSA or HT system shall be borne by the property owner and in accordance with the providers' rules and regulations.



5. The terms and conditions under which either CTSA and/or HT shall provide sewer services are:

A. The connection into the Sewer System shall be made in strict accordance with the specifications, rules and regulations of the servicing provider and subject to the inspection of the servicing provider.

B. The cost of connection and inspection thereof shall be borne exclusively by the homeowner.

C. CTSA and/or HT shall be solely responsible for the maintenance of their own sewer lines.

D. In the operation of the respective public sewer systems, the parties shall adopt such rules and regulations as are necessary to ensure that the use of each system shall not threaten, impair or otherwise adversely impact the other party's system or its use by consumers. In the event that the failure on one party to enforce such rules and regulations does threaten, impair or otherwise adversely impact the use or operation of the other party's system, the latter shall provide reasonable notice thereof, as determined by the exigencies of the circumstances, to the other party and it shall take prompt remedial action. The parties hereto specifically agree that they may charge rates that are dissimilar as long as said rates are calculated in accordance with the law and applied uniformly to that party's customers. Disconnection or failure to connect to the System shall not be permitted by any customer on the basis of a disparity in the service rate between the parties.

E. When a property situated within one municipality (Center or Hopewell) is connected to the sewer system of the HT or CTSA, that property shall become the customer of HT or CTSA, whichever the case may be, regardless of the municipality in which it is situate, and is subject to all of the rules and regulations regarding sewage service of that provider. In that regard, this paragraph is applicable, but not limited to, administrative provisions dealing with billing, delinquent accounts, payment of current rates for services, provisions for water shutoff for non-payment of sewage services and the filing of municipal claims/liens. Both HT and CTSA, along with the Center Township Water Authority, shall cooperate to effectuate this provision.

6. CTSA and HT shall bill their customers directly for the use of systems and in accordance with their standard billing practice.

7. CTSA and/or HT shall not have the right to serve any extension customers or extend a sewer service without obtaining the prior written approval and consent of CTSA and/or HT, which approval and consent may be withheld at the sole discretion of CTSA and/or HT.

8. The term of this agreement shall be perpetual, except that the agreement may be terminated by any of the parties hereto with One (1) year advance written notice provided to all of the other parties, said notice to be sent by certified mail, return receipt requested. Notwithstanding this termination provision, once a property is connected to the Sewer System of either HT or CTSA, that property shall perpetually remain the customer of HT or CTSA, whichever the case may be and the provisions of this Agreement shall survive termination only as to said properties.

9. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. This agreement may be amended, modified and/or supplemented only by an instrument in writing executed by all of the parties hereto.

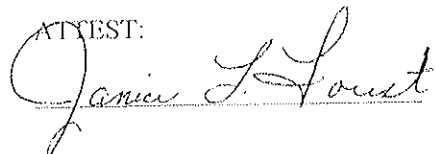
11. The parties contemplate that either may desire additional allocations of sewer service in the future, and therefore, the parties shall have the right to enter into negotiations from time to time to provide for additional allocations of sewer service to either party in excess of the allocation set forth herein; however, neither party shall be obligated to agree to any increase in allocation.

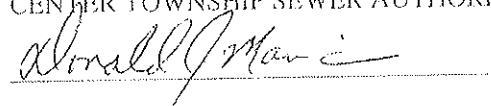
12. Both CTSA and/or HT, at its sole expense, shall be required to make such upgrades to its system from time to time as are necessary to perform its obligations under this Agreement.

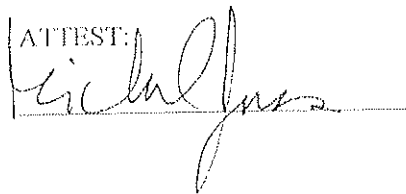
13. The parties hereto shall have the right to inspect the records of the other parties as may be necessary to verify compliance with this Agreement. Reasonable advance notice of the desire to inspect records shall be given to all parties. In order to maintain accurate record keeping, both parties shall within Thirty (30) days of connection notify the other when a customer, under the terms of this Agreement, has connected into the System.

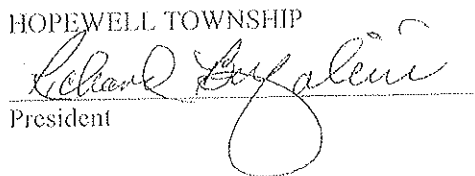
IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound,

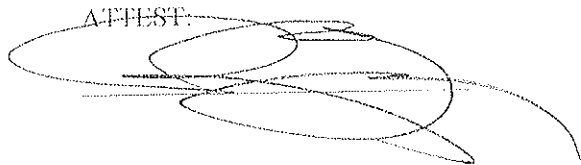
Pursuant to proper authorization of and by its governing body, has caused this agreement to be executed by its duly authorized officers as of the day and year first written above.

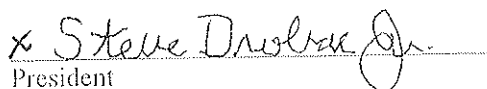
ATTEST:


CENTER TOWNSHIP SEWER AUTHORITY


ATTEST:


HOPEWELL TOWNSHIP

President

ATTEST:


CENTER TOWNSHIP WATER AUTHORITY

President

AGREEMENT

THIS AGREEMENT made and entered into this 12th day of April, 2010, by and between

THE TOWNSHIP OF HOPEWELL, a body politic and corporate maintaining its office at Clark Boulevard in the Township of Hopewell, Beaver County, Pennsylvania, hereinafter referred to as "HOPEWELL",

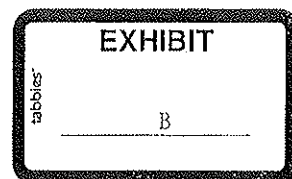
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CENTER TOWNSHIP WATER AUTHORITY, a body politic and corporate created pursuant to the Municipality Authorities Act of 1945, as amended, maintaining its principal office at 224 Center Grange Rd, Aliquippa, Beaver County, Pennsylvania, hereinafter referred to as "CTWA."

WITNESSETH:

WHEREAS, HOPEWELL is a duly incorporated Township engaged in supplying sewer, sewage and sewage treatment service to properties situate within the Township of Hopewell for which service it collects rentals, rates and charges; and

WHEREAS, CTWA is a duly incorporated municipal authority which owns and operates a water distribution system serving properties in Center Township that are served by HOPEWELL; and



WHEREAS, HOPEWELL has invoked its right under the Act of April 14, 1949, P.L. 482, as amended [53 P.S. §2261-2265] to require CTWA to shut off the supply of water from its system to any property connected to HOPEWELL'S sewer system until all delinquent rentals, rates and charges for sewage transportation and treatment service shall be paid by the owner or occupant of such property; and

WHEREAS, the purpose of this Agreement is to establish the procedure to be followed by the parties in carrying out the shut-off provisions of said Act of April 14, 1949, as amended.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto, **INTENDING TO BE LEGALLY BOUND HEREBY**, mutually agree as follows:

1. HOPEWELL agrees to deliver to CTWA a certified copy of a Resolution adopted by the governing body of HOPEWELL authorizing CTWA to invoke the shut-off provisions of the Act of April 14, 1949, P.L. 482, as amended, to enforce collection of any unpaid rental, rate or charge for sewer, sewage, or sewage transportation and treatment service. Said Resolution shall also set forth the name and title of any officer, agent or employee of HOPEWELL who shall have authority to: (a) request the shut-off of water service for such purpose, (b) certify compliance by HOPEWELL with all applicable provisions of said Act of Assembly, and (c) direct restoration of water service to the premises involved. HOPEWELL shall from time to time promptly furnish CTWA with a certified copy of any action by its governing board changing or repealing any provisions of said Resolution.

2. CTWA agrees to comply with the shut-off provisions of the Act of April 14, 1949, P.L. 482, as amended, upon receipt of a written request therefore from an authorized representative of HOPEWELL (as designated in the aforementioned Resolution) stating that a property served by

both HOPEWELL and CTWA is delinquent in the payment of the rental, rate or charge for sewer, sewage and sewage treatment service to such property. Said written request shall also certify the following:

(a) The precise location of the property.

(b) The name and address of the person(s) liable for the payment of such delinquent rentals, rates or charges, the name of the occupant(s) and whether the occupant is a tenant or owner of the property.

(c) The due date of the unpaid rental, rate or charge for sewer, sewerage or sewage treatment service and that said rental, rate or charge has remained unpaid for a period of thirty days (30) from said due date.

(d) The amount of the delinquency together with any penalties and interest thereon.

(e) That HOPEWELL has caused written notice of its intention to shut off water supply to said property to be dispatched by certified mail return receipt requested AND ordinary mail with the return address of the sender appearing thereon, to the person(s) liable for the payment of such delinquent rentals, rates or charges; that either 1) the receipt of said written notice has been regularly returned to HOPEWELL and has been signed by the person(s) liable for the payment of such delinquency or by an adult member of the household thereof OR 2) that the certified mail was returned marked unclaimed or refused and ordinary mail has not been returned to HOPEWELL within fifteen (15) days after mailing. A photocopy of said written notice and the return receipt therefore OR an Affidavit from HOPEWELL that the ordinary mail was not returned within fifteen (15) days after mailing along with the notation on the returned certified mail that it was refused or unclaimed shall be attached to the request. In the case of a

leased premises the written notice shall be dispatched to the owner(s) and tenant(s).

(f) That HOPEWELL has caused written notice of its intention to shut off water supply to said property to be posted on the main entrance thereof. Said posting shall be made by a placard to be furnished by HOPEWELL. The time and date of such posting and the name of the person by whom such posting was made shall be certified to CTWA.

(g) That the claim or lien for the unpaid rentals or charges has not been assigned.

(h) That HOPEWELL has not received notice from the person(s) liable for the payment of the rentals and charges stating that he/she has a just defense to the claim.

3. Upon receipt of said written request, as aforesaid, and compliance by HOPEWELL with the requirements of said Act of Assembly, CTWA shall with reasonable promptness shut off the water supply to the premises designated in the request and shall also restore water service to such property with reasonable promptness after receipt of a written notice from an authorized representative of HOPEWELL directing it to do so. Upon CTWA'S request HOPEWELL shall have one or more of its authorized agents, servants, workmen or employees accompany CTWA'S personnel to the property where the water supply is to be shut off.

4. On or before the tenth day of each month, HOPEWELL shall pay CTWA the sum of Twenty Dollars (\$20.00) for each written request for shut-off and for each order to restore water service sent by HOPEWELL to CTWA during the preceding month. In the event that it shall ever become necessary for CTWA to shut off or restore water service after its regular working hours, HOPEWELL shall pay a charge of Thirty-Five (\$35.00) Dollars for each such trip. The aforesaid charges are subject to change from time to time by the governing body CTWA.

5. On the basis of CTWA'S past experience, it is mutually agreed that CTWA'S loss of water revenue resulting from each shut-off of water service made hereunder shall be the minimum

sum of Five Dollars (\$5.00) for any period not exceeding seven calendar days; and for each day or part thereof beyond seven days that said shut-off continues the additional charge shall be fixed at Two Dollars (\$2.00). HOPEWELL agrees to pay CTWA such loss of revenue, computed on said basis, within ten days after receipt of CTWA'S bill for the same.

6. CTWA shall have no right or duty to accept payment of any rentals, rates or charges for sewer, sewerage or sewage treatment service furnished by HOPEWELL or any penalties or interest due thereon.

7. HOPEWELL shall have the duty to make periodic inspections to determine whether water service shut off by CTWA hereunder has been restored improperly. If so, CTWA agrees to return to the property to shut off the water service upon receipt of a written notice from an authorized representative of HOPEWELL. Any such return trips shall be made by CTWA and charged in accordance with the provisions of this Agreement applicable to the initial shut-off, provided, however, that no such return trip charge shall be made if water service was so improperly restored by action of CTWA or its agents, servants or employees.

8. Nothing contained in this Agreement shall in any way affect the right of CTWA for the nonpayment of charges for water service to such property, or for any other reason for which CTWA may properly terminate water service; and the shut-off of water service by CTWA for its own purposes shall not subject it to liability of any kind to HOPEWELL for any loss which may result from such shut-off.

9. CTWA shall not be liable for damage, loss or injury to any person, including death, or damage to any property, directly or indirectly arising out of the shutting off of water service by CTWA pursuant to this Agreement, whether such shut-off was made lawfully or unlawfully; and HOPEWELL agrees to indemnify and hold CTWA, its directors, officers, agent and employees

harmless from any claim, damages, payment, cost, or expense, including counsel fees, for damage, loss or injury to any person, including death, or damage to any property, directly or indirectly arising from such shut-off of water service, as aforesaid.

10. This Agreement shall remain in effect until January 1, 2020 and shall continue thereafter from year to year unless terminated by either party giving to the other written notice of its desire to terminate the Agreement at least sixty (60) days before December 31st of each calendar year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their proper officers and have affixed their respective corporate seals thereto, the day and year first above written.

(SEAL)

THE TOWNSHIP OF HOPEWELL

BY: *Richard Perfalini*
Chairman

ATTEST:

Andy Burnett
Manager

(SEAL)

CENTER TOWNSHIP WATER AUTHORITY

BY: ** Steve Drolach Jr.*
Chairman

ATTEST:

[Signature]