

NORTH CENTRAL SEWAGE AGENCY
LOCAL AGENCY AGREEMENT

An agreement made this 1st day of Dec. 1997 by and between the NORTH CENTRAL SEWAGE AGENCY, a local agency formed pursuant to the January 23, 1966, Act 537, as amended (the Sewage Facilities Act), and

The BOARD OF SUPERVISORS/COUNCILMEN of Farmington TOWNSHIP/BOROUGH.

WHEREAS, the SUPERVISORS/COUNCILMEN are desirous of participating in a program of administration, enforcing, inspecting, and permitting on-lot sewage systems under the Act and the rules and regulations pursuant thereto; and

WHEREAS, the NORTH CENTRAL SEWAGE AGENCY is responsible for the administration, enforcing, inspecting and permitting of "on-lot" sewage systems and compliance with said Act;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is hereby stipulated and agreed as follows:

1. The term of this agreement shall be for one (1) year commencing and in the event that no agreement has been executed thereafter, this agreement shall renew itself annually, provided however that in the event that either party wishes to terminate the said agreement, such party shall effect such termination only by giving at least sixty (60) days written notice prior to the termination date for this agreement, or any extension thereof.
2. For and during the term of this agreement, the NORTH CENTRAL SEWAGE AGENCY shall supply the Sewage Enforcement Officer(s) and all other personnel and services for the application and issuance of sewage permits and for the entire enforcement of the Sewage Facilities Act and regulations adopted pursuant thereto the fullest extent authorized by the Act and regulations adopted pursuant thereto.
3. The NORTH CENTRAL SEWAGE AGENCY will hold regular, monthly meetings to conduct business, make policy decisions, set fees, and keep it's members informed of regulation changes, legislation updates, etc. An annual organizational meeting shall be held in January to elect officers and Executive Board. It is agreed by the TOWNSHIP/BOROUGH that they shall appoint a member (and an alternate) to represent their municipality, to routinely attend said meetings, to express their voice, and vote, representing their municipality and report back to their respective municipality.
4. The NORTH CENTRAL SEWAGE AGENCY is responsible for enforcement/compliance of the Act and regulations adopted pursuant thereto and with such obligation, they shall give violation warnings and/or file complaints, provide the solicitor(s), legal documents, and cost for the filing process without charge to the member municipality. The TOWNSHIP/BOROUGH agrees to forward all fines resulting from said enforcement action to the NORTH CENTRAL SEWAGE AGENCY.

5. It is hereby stipulated and agreed that the NORTH CENTRAL SEWAGE AGENCY shall collect all fees for services rendered and such fees shall be received from the applicant directly. Said fees shall be set annually by the NORTH CENTRAL SEWAGE AGENCY and may not be changed or altered without giving sixty (60) days notice to the TOWNSHIP/BOROUGH.

6. a. The NORTH CENTRAL SEWAGE AGENCY may elect to collect a membership fee from all member municipalities. The fee shall be based on a population count as found in the Census Records. The rate to be paid by each municipality shall be determined by all the members of the NORTH CENTRAL SEWAGE AGENCY on an annual basis at the annual organizational meeting in January. b. In the event the NORTH CENTRAL SEWAGE AGENCY does not collect enough money from applicant fees to pay its expenses, each participating municipality may be assessed an amount sufficient to liquidate the deficiency in proportion to the number of sewage permit applications presented to it in the last preceding calendar year.

7. The NORTH CENTRAL SEWAGE AGENCY shall provide an appeal board to hear all appeals resulting from decisions of the Sewage Enforcement Officer(s).

8. The NORTH CENTRAL SEWAGE AGENCY shall be responsible for the review and acceptance/non-acceptance of all Form B Subdivisions. This acceptance/non-acceptance shall constitute final Act 537 action for these types of subdivisions. The NORTH CENTRAL SEWAGE AGENCY shall set and collect fees for this activity.

9. Should the NORTH CENTRAL SEWAGE AGENCY become a Department of Environmental Protection approved Delegated Agency, then the NORTH CENTRAL SEWAGE AGENCY shall be responsible for the final Act 537 review and acceptance/non-acceptance action on all Component I Planning Module subdivision proposals. The NORTH CENTRAL SEWAGE AGENCY shall set and collect fees for this delegated activity.

10. This Agreement has been adopted by the Farmington TOWNSHIP/BOROUGH pursuant to a resolution on Dec. 1, 1997.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the year and date first above written.

Kurt Baker
Supervisor/Councilmen

David Hech
Chairman NCSA

Wallace H. Kemp
Supervisor/Councilmen

Nancy Smith
Secretary NCSA

Brian M. Hech
Supervisor/Councilmen

SEAL



RESOLUTION

BE IT RESOLVED, by the authority of the Township
(Name of governing body)

of the Farmington
(Name of Municipality)

Tioga County, and it is hereby resolved by authority of the same, that

the Keith C. Baker of said Municipality be authorized and directed to sign
(Designate official title)

the attached Agreement or Amendment on its behalf.

ATTEST:

Farmington
(Name of Municipality)

Madeline B. Smith
(Signature & designation of official title)

By: Keith C. Baker (Roadmaster)
(Signature & designation of official title)

(SEAL)

I, Madeline B. Smith, sec.,
(Name) (Official title)

of the Farmington Township, do hereby certify that the
(Name of governing body and municipality)

foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the

Township, held the 8 th day of Sept., 1998.
(Name of governing body)

Date: 9/8/1998

Madeline B. Smith
(Signature & designation of official title)

Note: A separate Resolution must be completed and included for each municipality listed as a party in this Agreement.