

RESOLUTION NO. 97-82

RESOLUTION ADOPTING RULES AND
REGULATIONS CONCERNING HOLDING TANKS

WHEREAS, the Supervisors of Ligonier Township have adopted an Ordinance to establish procedures for the use and maintenance of holding tanks designed to receive and retain sewage, said Ordinance having been adopted on October 17, 1997; and

WHEREAS, said Ordinance authorizes and empowers the Supervisors of Ligonier Township to adopt rules and regulations concerning sewage which they may deem necessary to effectuate the purposes of said Ordinance;

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved that the Supervisors of Ligonier Township adopt the following rules and regulations:

1. The owner of the affected property applying to install a holding tank shall complete and execute four (4) originals of a Holding Tank Cleaning Contract, which Contract shall be the same or substantially similar to the form attached hereto and marked as Exhibit "A". Upon completion, said form shall be returned to Ligonier Township for execution by the Supervisors. An executed original Contract shall be retained in the Township file, provided to the applicant, and provided to the Ligonier Township Sewage Enforcement Officer.

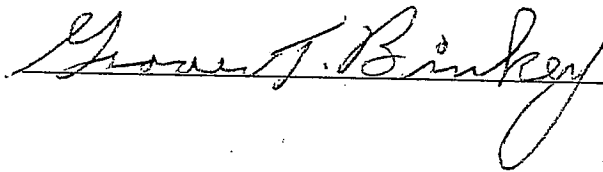
2. The Ligonier Township Supervisors or their agents shall conduct an annual inspection of each holding tank permitted under the Ordinance, at an annual fee of Twenty Five and 00/100 (\$25.00) Dollars.

3. All owners other than government entities shall post a bond with the Township in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars, which bond shall be forfeited on the occurrence of either or both of the following:


- (a) In the event said holding tank is not maintained according to the terms of this contract, the Township shall use said bond to maintain said holding tank according to the terms of this contract;
- (b) In the event said holding tank is removed by the Township either by consent of the Owner or as the result of Court action, said bond shall be used by the Township to pay for the cost of said removal and for any legal costs incurred by the Township.

ENACTED AND RESOLVED, this 19th day of November, 1997.

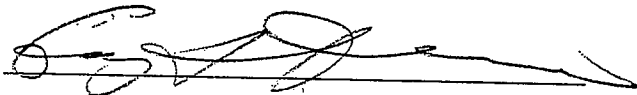
LIGONIER TOWNSHIP SUPERVISORS
By:



Attest:



Secretary



ORDINANCE NO. 1997 - 8

HOLDING TANK ORDINANCE

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Ligonier Township Supervisors in special meeting assembled, it is hereby enacted and ordained by authority of the same:

SECTION 1. PURPOSES. The purpose of this Ordinance is to establish procedures for the use and maintenance of holding tanks designed to receive and retain sewage whether for institutional, recreational or commercial uses and it is hereby declared that the enactment of this Ordinance is necessary for the protection, benefit and preservation of the health, safety and welfare of the inhabitants of this municipality.

SECTION 2. DEFINITIONS. Unless the context specifically and clearly indicates otherwise, the meaning of the terms used in this Ordinance shall be as follows:

- A. Holding Tank means a watertight receptacle, whether permanent or temporary which receives and retains sewage conveyed by a water carrying system and is designed and constructed to facilitate ultimate disposal of the sewage at another site.
- B. Improved Property shall mean any property within the Township upon which there is erected a structure intended to continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sewage shall or may be discharged.
- B. Owner shall mean any person vested with ownership, legal or equitable, sole or partial, or any property located in the Township.
- C. Person shall mean any individual, partnership, company, association, corporation or other group or entity.

- P. 03
- D. Sewage shall mean any substance that contains any of the water products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or for recreation.
- E. Municipality shall mean Ligonier Township, Westmoreland County, Pennsylvania.

SECTION 3. RIGHT AND PRIVILEGES GRANTED. That the Supervisors are hereby authorized and empowered to undertake within the Township the control and methods of holding tank use, sewage disposal and sewage collection and transportation thereof.

SECTION 4. RULES AND REGULATIONS. That the Supervisors are hereby authorized and empowered to adopt such rules and regulations concerning sewage which they may deem necessary from time to time to effect the purposes herein.

SECTION 5. RULES AND REGULATIONS TO BE IN CONFORMITY WITH APPLICABLE LAW. All such rules and regulations adopted by the Supervisors shall be in conformity with the provisions herein, all other Ordinances of the Township, and all applicable laws, and applicable rules and regulations of administrative agencies of the Commonwealth of Pennsylvania.

SECTION 6. RATES AND CHARGES. The Supervisors shall have the right and power to fix, alter, charge and collect rates, assessments and other charges in the area served by its facilities at reasonable and uniform rates as authorized by applicable law.

SECTION 7. EXCLUSIVENESS OF RIGHTS AND PRIVILEGES.

- A. The collection and transportation of all sewage from any improved property utilizing a holding tank shall be done solely under the direction and control of the Supervisors, and the disposal thereof shall be made only at such site or sites as may be approved by the Department of Environmental Resources of the Commonwealth of Pennsylvania.
- B. The Supervisors shall receive, review and retain receipts from permitted holding tanks.
- C. The Supervisors will complete and retain annual inspection reports for each permitted tank.

SECTION 8. DUTIES OF IMPROVED PROPERTY OWNER. The owner of an improved property that uses a holding tank shall:

- A. Maintain the holding tank in conformance with this or any Ordinance of this Township, the provisions of any applicable law, and the rules and regulations of the Supervisors and any administrative agency of the Commonwealth of Pennsylvania.
- B. Permit only the Supervisors or their agents to inspect holding tanks on an annual basis.
- C. Provide proof of agreement between the owner and a certified sewage disposal hauler whereby the hauler contractually agrees to pump, at regular intervals and dispose of at an approved site, the wastes from said holding tank. Failure of the owner to pay such reasonable rates as may be charged by the certified sewage disposal hauler in a timely manner shall constitute a violation of this Ordinance.
- D. Provide proof of agreement between the contract hauler and an approved waste disposal site satisfactory to the Commonwealth of Pennsylvania, Department of Environmental Protection.
- E. Permit the Supervisors or their agents to inspect, prior to the installation of any holding tanks, their construction, water tightness, size and location, in conjunction with the sewage facilities application.

- F. Agree that all costs of maintenance of the tank, pumping of the tank, and transportation of the sewage shall be sole responsibility of the owner of the improved property.
- G. The land upon which the holding tank is situate shall not be transferred without prior notice to the municipality.

SECTION 9. VIOLATION. Any person who violates any provisions of Section 8 shall, upon conviction hereof by summary proceedings, be sentenced to pay a fine of not more than One Thousand and 00/100 (\$1,000.00) Dollars or by imprisonment for a term not exceeding ninety (90) days. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense. Each Section of this Ordinance that is violated shall also constitute a separate offense.

SECTION 10. ABATEMENT OF NUISANCE. In addition to any other remedies provided in this Ordinance, any violation of Section 8 above shall constitute a nuisance and shall be abated by the municipality or the Supervisors by either seeking mitigation of the nuisance or appropriate equitable or legal relief from a court of competent jurisdiction.

SECTION 11. REPEAL. All ordinances or resolutions or parts of Ordinances or resolutions, insofar as they are inconsistent herewith, be and the same are hereby repealed.

SECTION 12. SEVERABILITY. If any sentence, clause, section or part 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, causes, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors of the Township, that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

ENACTED AND ORDAINED on this 17th day of October, 1997.

ATTEST:

LIGONIER TOWNSHIP SUPERVISORS

Keith A. Whipkey
Keith Whipkey, Secretary

BY: Grover T. Binkey
Grover T. Binkey, Chairman

HOLDING TANK CLEANING CONTRACT

1. The parties hereto are:

- (a) The Township of Ligonier, Westmoreland County, Pennsylvania, hereinafter called Municipality,
- (b) The owner(s) of the affected property having a holding tank for the disposal of sewage, hereinafter called Owner,

NAMES

ADDRESS

- (c) The holding tank cleaner, hereinafter called Cleaner,

NAMES

ADDRESS

- (d) The disposal site approved by the Department of Environmental Protection, hereinafter called Disposal Site.

NAMES

N.P.D.E.S., or Land
Disposal Permit No.

Location-Address

2. The Municipality has adopted an Ordinance governing the Utilization of holding tanks pursuant to the Sewage Facilities Act of 1966, as amended, (35 P.S. 750.1 et. seq.), in accordance with which Owner is using the holding tank on his property.
3. The Municipality hereby delegates to Cleaner responsibility for the regular collection and disposal of the contents of Owner' tank.
4. Cleaner hereby accepts said responsibility and agrees to provide the service of regularly collecting the contents of Owner's holding tank and disposing of the same approved by the Department of Environmental Protection upon reasonable notice from Owner or Municipality of the need for cleaning the holding tank.
5. In exchange for services provided by Cleaner, Owner will compensate Cleaner at the rate of \$_____ per cleaning in accordance with regular billing practices adopted by cleaner, receipts of all cleanings shall be sent to the Township.
6. Determining the need for cleaning shall, in the first instance, be the responsibility of Owner; in the event Owner should fail, refuse or neglect to notify Cleaner, then the Municipality shall notify Cleaner that the holding tank needs cleaned, who will then promptly collect contents of the tank and dispose of same at the 'Disposal Site, at Owner's expense.
7. Owner will permit the entry on the property by the Municipality's authorized agents and employees for purposes of inspection of the holding tank from time to time as reasonably may be necessary to determine the adequacy of the functioning and cleaning of the tank, and further Owner will permit the entry of the 'Cleaner, and its agents and employees for purposes of providing the cleaning service, said inspections to occur at least once a year.
8. Disposal Site will accept delivery of the contents of Owner's Residential holding tank and will dispose of same as permitted by the Sewage Facilities Act of 1966, as amended, regulations of the Department of Environmental Protection, and the permit or permits issued for the operation of Disposal Site's facility, subject to the following terms and conditions:
 - a. That all disposal activity will occur during the regular hours operated by the Disposal Site, and no special access privileges or other access rights will be provided to the other parties;

- b. Disposal Site shall have a right to inspect the material proposed to be discharged and delivered to the facility, and will be under no obligation to dispose of or otherwise accept material that does not comply with the design parameter, permit requirements or rules and regulations of Disposal Site.
9. This contract is perpetual, not terminable and non-cancelable by any party hereto; provided, however, that, subject to the approval and joinder of the Municipality any other party hereto may substitute similar contract executed by all other parties thereto, meeting, in form and substance, the requirements of Municipality's Holding Tank Ordinance, and the provisions of applicable statutes and state regulations. Upon joinder of the Municipality the substituted Contract shall supersede the existing contract.
10. In construing this contract, references to the Male gender shall include the Female and neuter genders, or both, where appropriate in context, and reference to the singular shall include the plural, where appropriate in context.
11. This Contract states the entire agreement between the parties hereto on the subject matter hereof, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
12. This Contract and any rights created hereunder are non assignable, except to the extent allowed in Paragraph (9) hereof.
13. Owner shall post a bond with the Township in the amount of \$10,000.00. Said bond shall be forfeited to the Township on the occurrence of either or both of the following:
 - (a) In the event said holding tank is not maintained according to the terms of this contract, the Township shall use said bond to maintain said holding tank according to the terms of this contract;
 - (b) In the event said holding tank is removed by the Township either by consent of the Owner or as the result of Court action, said bond shall be used by the Township to pay for the cost of said removal and for any legal costs incurred by the Township.
14. This Contract shall become effective on the date it shall have been executed by all parties hereto.

15. This Agreement and the obligations thereunder cannot be assigned by the Owner or the Cleaner without consent of the Disposal Site and Municipality hereto.

Date:

1. CLEANER

2. OWNER

3. DISPOSAL SITE

By _____

Permit No: _____

4. Municipality
Township of Ligonier

By _____