

RUSH TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA
RESOLUTION 2004-9

WHEREAS, Rush Township has elected by Ordinance to enforce the Uniform Construction Code and applicable regulations mandated by the Commonwealth of Pennsylvania; and,

WHEREAS, the enabling legislation permits municipalities to enter into intermunicipal agreements in order to enforce the said Uniform Construction Code;

NOW THEREFORE, be it resolved by the Rush Township Board of Supervisors this 2ND day of July, 2004 as follows:

1. The intermunicipal agreement with Eastern Schuylkill Code Council (ESCC) attached hereto as Exhibit A, is hereby adopted and the provisions therefor setting forth enforcement of the UCC are hereby incorporated to this Resolution as if more fully set forth herein; and,

2. The fee schedule set forth therein and the mechanisms of imposition and collection of the fees are adopted and incorporated as if more fully set forth herein;

3. The Township hereby authorizes the fees and enforcement provisions to be changed pursuant to the terms of the intermunicipal agreement without further action by Rush Township except that a schedule of fees shall be available to the public as required by law.

4. This appointment shall become effective when the ESCC becomes operational.

ADOPTED AND RESOLVED the date and year first written above.

RUSH TOWNSHIP BOARD OF SUPERVISORS:

ATTEST

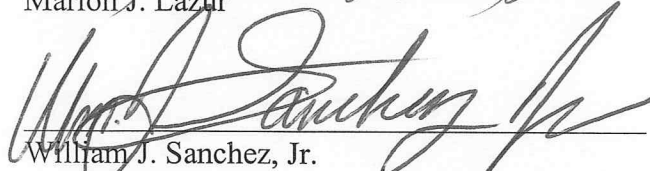
May Galt

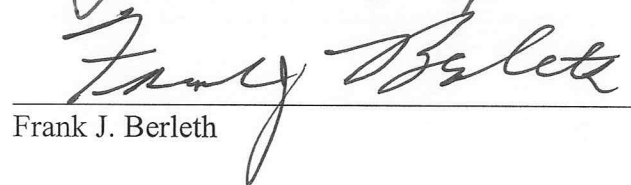
Major D. Deery
Wm. H. Sanku Jr
Henry Blot

23rd **BE IT FURTHER RESOLVED** that this Resolution shall become effective as of this day of June, 2004.

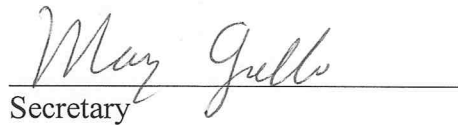
RUSH TOWNSHIP BOARD OF SUPERVISORS


Marion J. Lazur


William J. Sanchez, Jr.


Frank J. Berleth

Attest:


Secretary

INTERMUNICIPAL AGREEMENT

Part A The Purpose of this Intermunicipal Agreement is to foster the formation of an intermunicipal code enforcement agency, to be known as the Eastern Schuylkill Code Council (hereafter referred to by the acronym ESCC). The municipalities who have elected to become a Party to this Intermunicipal Agreement hereby resolve and agree to the following points:

Section I. The ESCC is hereby empowered, by the delegation of certain police powers of the sovereign municipalities who are parties to this agreement, to undertake the following tasks:

1. ESCC will advertise for Certified Third Party Agencies to submit competitive proposals for providing code administration and code inspection services to the ESCC Region.
2. ESCC will interview the respondent Third Party Agencies and then, the ESCC will execute a Contract with the respondent Third Party Agency, or Agencies, which in ESCC's opinion, are best suited to Administer and Enforce the UCC throughout the ESCC Region.
3. ESCC will establish:
 - a. A Building Permit Fee Structure
 - b. A Building Permit Application
 - c. A Building Permit Form
 - d. A Certificate of Use and Occupancy Form
 - e. A Form for Filing an Appeal Before the ESCC UCC Appeals Board
4. ESCC will establish the ESCC UCC Appeals Board by appointing three (3) to seven (7) qualified persons chosen from the populations of the ESCC's Member Municipalities.
5. ESCC will have the right, but not the duty, to retain an Attorney for its own use.
6. ESCC will appoint an Attorney to serve the ESCC UCC Hearing Board.

7. ESCC will monitor the performance of the Third Party Agency, or Agencies, which have been contracted to perform services within ESCC's operating area. Furthermore, the ESCC will have the power to terminate its contractual relationship with any Third Party Agency which, in the sole opinion of the ESCC, is NOT providing satisfactory service to the residents of the ESCC Region.
8. ESCC will collect any, and all, Building Permit Application Fees, Certificate of Use and Occupancy Fees, and any Fees associated with the Filing of Appeals Before the ESCC UCC Hearing Board.
9. ESCC will remit payment to the Certificate Third Party Agency, or Agencies, for code Administration, Code Inspection, and Code Enforcement Services which are rendered by said Agency, or Agencies, on behalf of ESCC.
10. ESCC will utilize the Fees collected, pursuant to Item #8 above, to fund its own Administration, Enforcement, and related activities. Furthermore, ESCC will report to status of its various Administrative, Enforcement, Permitting, Inspection, and related activities on a Monthly Basis to the sovereign municipalities who are parties to this Agreement.
11. ESCC will conduct any legally required Financial Audits of its Account(s), Activities, and Conduct and will provide copies of any such Audits, Reports, or Investigations to the sovereign municipalities who are parties to this agreement.
12. ESCC shall conduct itself and its various activities in full and complete accordance with any, and all, applicable local, state, and federal laws, acts, and regulations which govern municipal ethics, bidding procedures, financial accounting record keeping, and all other aspects of ESCC's mission.

Section II. That, the ESCC shall be comprised of one (1) member appointed by the governing body of each sovereign municipality that is a party to this agreement. Furthermore, the ESCC membership can be drawn from the governing bodies themselves, or from any other pool of persons, residents, or other interested parties found within the boundaries of the sovereign municipalities who comprise the ESCC.