

ORDINANCE NO. 340

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE, ALLEGHENY COUNTY, PENN - SYLVANIA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BOROUGH OF TURTLE CREEK FOR THE CLEANING OF THE LYNN AVENUE SEWER TRUNK LINE LOCATED WITHIN THE BOROUGH OF TURTLE CREEK BUT SERVICING THE BOROUGH OF MONROEVILLE AND PROVIDING FOR THE ADDITIONAL USE OF SAID SEWER LINE.

BE IT ORDAINED AND ENACTED by the Borough of Monroeville in Council assembled and it is hereby ordained and enacted by authority of the same:

Section 1. The proper officers of the Borough of Monroeville are hereby authorized and directed to enter into an agreement with the Borough of Turtle Creek providing for the cleaning of the Lynn Avenue sewer trunk line and providing further for the additional usage by the Borough of Monroeville, said agreement to be in substantially the following form.

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1962, by and between the BOROUGH OF MONROEVILLE, a Municipal Corporation of the Commonwealth of Pennsylvania, hereinafter referred to as "MONROEVILLE",

A N D

THE BOROUGH OF TURTLE CREEK, a Municipal Corporation of the Commonwealth of Pennsylvania, hereinafter referred to as "TURTLE CREEK".

W I T N E S S E T H :

WHEREAS, the Boroughs of Monroeville and Turtle Creek have by their Agreement dated October 26, 1953, provided for the maintenance and repair of a certain sewer line, commonly known as the Lynn Avenue sewer, within the Borough of Turtle Creek, but which provides, inter alia, services to certain residents within the Borough of Monroeville; and

WHEREAS, it has become necessary to have the said sewer line thoroughly cleaned for the better use and service of both municipalities; and

WHEREAS, Monroeville desires to have additional houses and buildings connected into the said sewer line, pursuant to said Agreement of October 26, 1953.

NOW, THEREFORE, in consideration of these premises, and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. Monroeville and Turtle Creek do hereby agree to share the cost of cleaning the Lynn Avenue Sewer Line, running from the dividing line between the two Boroughs, through Turtle Creek to Sycamore Avenue. The proportion of the cost of such cleaning to be borne by the two Boroughs shall be as follows:

MONROEVILLE - EIGHTY (80%) PERCENT

TURTLE CREEK - TWENTY (20%) PERCENT

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2. The Borough Engineer for the Borough of Monroeville shall inspect the said sewer line to determine its capacity for additional usage, and shall certify his findings to the Boroughs of Monroeville and Turtle Creek.

3. Within FIFTEEN (15) DAYS after such certification, Turtle Creek may, at its own expense, cause the said sewer line to be inspected for additional capacity by its own Engineer, to confirm the finding of the Engineer for the Borough of Monroeville. In the event that there is a difference of opinion between the two Engineers, then, without further action from either Municipality, the matter shall be referred to a third engineer, selected by the two said Borough Engineers, for final inspection. Costs for the third engineer, should the same become necessary, shall be borne equally between the two Municipalities.

4. Final determination and certification by the Engineer or Engineers, as hereinabove set forth, shall constitute sufficient authority to Monroeville to proceed with additional usage to the extent of such certification.

5. If as a result of such additional usage as provided under the terms of paragraphs "2", "3" and "4" above, should additional extraordinary cleaning or repair of said sewer line be required, Monroeville shall assume the responsibility for and pay the entire cost of such cleaning or repair.

6. It is further understood and agreed between the parties hereto that should the Borough of Turtle Creek desire or be required to connect additional users into the said sewer line as above described from within its own Municipality, and should such additional usage, when added to additional usage by the Borough of Monroeville, result in a flow in excess of the capacity of said sewer line, then the Borough of Monroeville will divert sufficient of its additional usage obtained under the terms of this Agreement to maintain the flow of said sewer line within its capacity. All questions of determination of capacity by reason of the additional usage of the sewer line by the Borough of Turtle Creek shall be resolved by the Engineer of the Borough of Turtle Creek, said determination to be reviewable by the appropriate Courts of Allegheny County.

7. In the event that the terms of paragraph "6" above ever become operative, then Turtle Creek shall make available to Monroeville a good and sufficient route to build its own parallel sewer line at its own cost and expense in order to bypass such portions of the Lynn Avenue sewer line where the volume of sewage may exceed the line's capacity, and to reconnect unto the said Lynn Avenue sewer line at any convenient point where the existing line may have sufficient capacity to carry satisfactorily the entire flow the remaining distance to the interceptor sewer line of the Allegheny County Sanitary Authority.

8. Nothing herein contained shall in any way affect the validity or continuity of the Agreement between Monroeville and Turtle Creek, dated October 26, 1953, pertaining to said Lynn Avenue sewer line.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have hereunto set their hands and seals the day and year first above written.

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ATTEST:

BOROUGH OF MONROEVILLE

Secretary

By S/ A. O. Strathern
President of Council

ATTEST:

BOROUGH OF TURTLE CREEK

Secretary

By _____
President of Council

Section 2. Any ordinance or part of ordinance conflicting with this ordinance is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this 12th day of April, 1962.

ATTEST:

BOROUGH OF MONROEVILLE

S/ A. H. Curtis
Secretary

By S/ A. O. Strathern
President of Council

EXAMINED AND APPROVED by me this 16th day of April, 1962.

S/ John J. Duncan
Mayor