

ORDINANCE NO. 357

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF AN AGREEMENT WITH THE BOROUGH OF CHURCHILL, THE BOROUGH OF TURTLE CREEK, THE TOWNSHIP OF WILKINS AND THE ALLEGHENY COUNTY SANITARY AUTHORITY PERTAINING TO THE FINANCING, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE THOMPSON RUN 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 to execute an agreement with the Borough of Churchill, the Borough of Turtle Creek, the Township of Wilkins and the Allegheny County Sanitary Authority in substantially the following form:

Thompson Run
(Construction)

AGREEMENT
For Construction of
Trunk Sewer in Thompson Run

THIS AGREEMENT (designated the "Thompson Run Construction Agreement"), dated as of the first day of July 1962 and executed in six copies by, between and among

- BOROUGH OF MONROEVILLE,
- TOWNSHIP OF WILKINS,
- BOROUGH OF TURTLE CREEK,
- BOROUGH OF CHURCHILL,

all located in the County of Allegheny, Pennsylvania and herein called "Monroeville", "Wilkins", "Turtle Creek Borough" and "Churchill", respectively, and referred to individually as "Municipality" and collectively as the "Municipalities",

and

ALLEGHENY COUNTY SANITARY AUTHORITY,

a municipal authority organized and existing under the Municipality Authorities Act of 1945 as amended, herein called the "Sanitary Authority",

WITNESSETH:

WHEREAS, The parties hereto entered into an agreement dated as of February 1, 1961 (herein called the "Design Agreement") under which the Sanitary Authority agreed to prepare, at the expense of the Municipalities, detailed construction plans and specifications (herein called "plans") for a trunk sewer in Thompson Run (herein called the "Thompson Run Sewer"); and

WHEREAS, Such plans have been completed, and submitted to the State Sanitary Water Board and to the State Water and Power Resources Board (the "State Boards"), and construction can begin as soon as the plans are approved and financing is assured; and

WHEREAS, The Municipalities have requested the Sanitary Authority to construct such sewer for them in accordance with such plans; and

WHEREAS, For the reason, among others, that the Municipalities should have constructed a trunk sewer in Thompson Run prior to June 1, 1959 (when the Sanitary Authority's Sewage Treatment System went into operation), the Sanitary Authority is willing to comply with their request

- (a) provided that it will not in any way financially obligate itself or any of the 67 other municipalities it serves, and
- (b) only if and after it has received the full estimated construction cost from the Municipalities; and

WHEREAS, The Municipalities have agreed to such conditions, and to the allocations of cost to be paid by each of them, as more fully set forth hereinafter,

NOW, THEREFORE, The parties hereto, each intending to be legally bound, covenant and agree as follows:

Section 1. The Design Agreement -- executed pursuant to Monroeville Ordinance No. 294, Wilkins Ordinance No. 288, Turtle Creek Borough Ordinance No. 845, Churchill Ordinance No. 262, and Sanitary Authority Resolution adopted August 10, 1961 -- is by reference incorporated in and made part of this agreement, including particularly the preamble of said Design Agreement which recites the purpose of and need for the Thompson Run Sewer. Reference is also made to the Sanitary Authority's report dated December 18, 1959 as modified (a) by Wilkins' assumption of the share allocated to Penn Hills Township and (b) by the Municipalities' agreement to limit Turtle Creek Borough's total share of all costs to \$65,000.

Section 2. The Municipalities hereby designate and appoint the Sanitary Authority as their agency to construct, maintain and operate the Thompson Run Sewer for them, and the Sanitary Authority hereby agrees to act as such agency under the terms of this agreement.

Section 3. The Municipalities agree to pay and the Sanitary Authority agrees to accept the sum of \$40,000 as compensation in full (a) for making the plans for the Thompson Run Sewer (i.e. for its services under the Design Agreement) and (b) for supervising the construction thereof (i.e. for its services hereunder except those having to do with operation, maintenance, and repair of the completed Thompson Run Sewer). The Municipalities have already paid \$25,000 to the Sanitary Authority under the Design Agreement in certain agreed proportions, and hereby agree to pay the additional \$15,000 promptly, in the same proportions, namely:

		<u>Paid under Design Agreement</u>	<u>To be paid hereunder</u>
Monroeville	56.52%	\$14,130.00	\$ 8,478.00
Wilkins	30.51%	7,627.50	4,576.50
Turtle Creek Borough	10.00%	2,500.00	1,500.00
Churchill	2.97%	742.50	445.50
	<u>100.00%</u>	<u>\$25,000.00</u>	<u>\$15,000.00</u>

The Sanitary Authority shall not be required to account for or to return to the Municipalities any portion of the aforesaid \$40,000, and the Municipalities shall not be required to add thereto.

Section 4. Upon receipt of said additional sum of \$15,000, the Sanitary Authority shall advertise for bids for the construction of the Thompson Run Sewer as soon as easements and other prerequisites can be arranged for.

After opening the construction bids, the Sanitary Authority shall submit to the Municipalities a report and recommendation for the award of the construction contract to the lowest responsible bidder. Such report shall set forth the total sum to be advanced to the Sanitary Authority by the Municipalities, which sum shall include -- in addition to the contract price of the construction contract and other costs as estimated by the Sanitary Authority such as the cost of necessary real estate and/or easements -- 10% more as a reserve for contract extras and other contingencies. Such total sum shall be reduced by the aggregate amount of contributions received by the Sanitary Authority from the Westinghouse Electric Corporation, the Union Railroad and other industries to be served by the Thompson Run Sewer. Governmental grants-in-aid will be credited to the Municipalities as hereinafter provided.

The total net sum to be advanced by the Municipalities shall be paid as follows: \$61,000 (lump sum) by Turtle Creek Borough and the entire remainder by the other three Municipalities in the following proportions:

Monroeville	62.8%	of	the	entire	remainder
Wilkins	33.9%	"	"	"	"
Churchill	3.3%	"	"	"	"
	100.0%				

Monroeville, Wilkins, Turtle Creek Borough and Churchill agree to advance such moneys to the Authority within thirty (30) days after receipt of the Sanitary Authority's report and recommendation, so that the Sanitary Authority may award its construction contract within sixty (60) days after having opened the bids therefor.

If for any reason the construction contract is not entered into under the original advertisement for competitive bids, the Sanitary Authority shall re-advertise for bids and recommend the award of a new contract. The difference between the amounts to be advanced by the Municipalities to the Sanitary Authority for the new construction contract as compared with the original shall, if the new amounts be higher, be advanced by the Municipalities and, if lower, be refunded to them by the Sanitary Authority.

The Sanitary Authority shall not be obliged to proceed further unless and until all such moneys have been advanced.

Section 5. Promptly after the timely receipt of such moneys from Monroeville, Wilkins, Turtle Creek Borough and Churchill, the Sanitary Authority shall award the construction contract and supervise the construction work with due diligence until the completion of the Thompson Run Sewer and final acceptance thereof.

The Sanitary Authority shall keep full records of the cost of constructing the Thompson Run Sewer. All moneys received by it for such purpose shall not be expended for any other work, project or purpose.

The Sanitary Authority shall not be obliged to expend any of its own funds to pay any construction costs. If the cost of construction exceeds the total amount received by the Sanitary Authority from the Municipalities and others, the additional cost shall be advanced to the Sanitary Authority by Monroeville, Wilkins and Churchill, in the proportions set forth above in Section 4, to-wit, 62.8%, 33.9% and 3.3% respectively. Similarly, any unexpended funds remaining in the hands of the Sanitary Authority after payment of all construction costs shall be refunded to them in the same proportions. Turtle Creek Borough shall not be called upon to contribute more than \$61,000, nor shall it be entitled to receive any refund.

All grants-in-aid received by the Sanitary Authority in connection with the design and/or construction of the Thompson Run Sewer shall be turned over to the Municipality or Municipalities on whose behalf the grant was made.

Section 6. After the Thompson Run Sewer has been completed, it shall be maintained, repaired, renewed and reconstructed by the Sanitary Authority. If necessary, the Sanitary Authority shall prepare plans and specifications for major repairs or renewals, advertise for and award contracts therefor, and supervise the construction or repair work, in like manner as for the original construction of the Thompson Run Sewer.

It is expressly understood and agreed that the Sanitary Authority shall not be obliged to perform any of such services unless and until all moneys required to pay the cost thereof, as estimated by the Sanitary Authority and requested in writing by it, shall first have been received from Monroeville, Wilkins, Turtle Creek Borough and Churchill in the proportions set forth above in Section 3 of this agreement.

To enable the Municipalities' officials to provide therefor in their budgets, the Sanitary Authority shall prepare and submit to Monroeville, Wilkins, Turtle Creek Borough and Churchill annually, or before the first day of October, an estimate of the cost of maintaining the Thompson Run Sewer during the ensuing calendar year, together with an estimate, if the need therefor can be foreseen, of the cost of repairs or renewals to be made during such year.

The Sanitary Authority shall keep records, separate and apart from its other books, records and accounts, of all costs and expenses having to do with operation, maintenance and repair of the Thompson Run Sewer, including the cost of its own personnel's salaries or wages for time spent thereon. All moneys advanced by the Municipalities for such purpose shall not be expended by the Sanitary Authority for any other work, project or purpose.

Section 7. Monroeville, Wilkins, Turtle Creek Borough and Churchill hereby grant to the Authority such easements or rights of way in their streets, public thoroughfares and municipally-owned vacant land as may be required for the construction, maintenance, repair, renewal and reconstruction of the Thompson Run Sewer, and agree to execute, acknowledge and deliver recordable confirmatory documents therefor without charge, upon request of the authority. The Sanitary Authority shall have the right to enter upon and open such streets, public thoroughfares and vacant land of Monroeville, Wilkins, Turtle Creek Borough and Churchill for such work without obtaining a municipal permit or license or paying any municipal fees or charges; provided, however, that all pavements be restored to substantially their original condition.

Section 8. Monroeville, Wilkins, Turtle Creek Borough and Churchill covenant and agree that they shall be jointly responsible, in the proportions set forth above in Section 3 thereof, for all damages that may result from the construction, operation and maintenance of the Thompson Run Sewer, including damages caused by the overflow of surface waters, and they agree to indemnify the Sanitary Authority against and hold it harmless from any liability therefor. If any Municipality is required to pay damages in excess of its said proportion thereof, it shall be entitled to receive from the other Municipalities the portions thereof for which such other Municipalities are hereby made responsible.

Section 9. Monroeville, Wilkins, Turtle Creek Borough and Churchill covenant and agree, with the Sanitary Authority and with each other, to advance to the Sanitary Authority promptly -- within thirty (30) days after the Sanitary Authority's written request -- its share of the cost of constructing, maintaining, repairing, renewing and reconstructing the Thompson Run Sewer.

If, in order to avoid delay in the work, any Municipality advances to the Sanitary Authority part or all of the share owing by one of the other Municipalities, the Municipality advancing such money in behalf of the other shall have the right to recover the same plus interest from the defaulting Municipality.

Section 10. If the \$15,000.00 required under Section 3 hereof is not received by the Sanitary Authority prior to December 31, 1962, this agreement shall thereupon terminate and none of the provisions hereof shall continue in effect after that date. In such event the Sanitary Authority shall refund to the Municipalities all moneys received from them hereunder as well as any sums due them under the Design Agreement. Similarly, if the full construction cost required under Section 4 hereof is not received by the Sanitary Authority by September 1, 1963, this agreement shall thereupon terminate and none of the provision hereof shall continue in effect after that date. In such latter event the Sanitary Authority shall refund to the Municipalities all moneys received from them hereunder (less expenditures made or expenses incurred) as well as any sums due them under the Design Agreement. In either such event none of the parties hereto shall incur any liability at law or in equity to any other party hereto.

IN WITNESS WHEREOF this agreement has been executed and delivered by the Borough of Monroeville pursuant to its Ordinance No. _____ duly enacted and approved on the _____ day of July, 1962.

Attest:

BOROUGH OF MONROEVILLE

Borough Secretary By _____
President of Council

Approved as to form:

by the Township of Wilkins pursuant to its Ordinance No. _____ duly enacted and approved on the _____ day of July, 1962.

Attest:

TOWNSHIP OF WILKINS

Township Secretary By _____
President of the Board
of Township Commissioners

Approved as to form:

Township Solicitor

by the Borough of Turtle Creek pursuant to its Ordinance No. 19-62 duly enacted and approved on the 9th day of July, 1962.

Attest: BOROUGH OF TURTLE CREEK

S/ Alfred A. Dybiec By S/ William A. Lazaro
Borough Secretary President of Council

Approved as to form:

S/ Samuel Strauss
Borough Solicitor

by the Borough of Churchill pursuant to its Ordinance No. _____ duly enacted and approved on the _____ day of July, 1962.

Attest: BOROUGH OF CHURCHILL

Borough Secretary By _____
President of Council

Approved as to form:

Borough Solicitor

and by Allegheny County Sanitary Authority pursuant to Resolution duly adopted by its Board on the 13th day of June, 1962.

Attest: ALLEGHENY COUNTY SANITARY AUTHORITY

Secretary By _____
Chairman

Approved as to form:

Chief Counsel

SECTION 2. Any Ordinance or part of any Ordinance that shall conflict with this Ordinance is hereby repealed to the extent of such conflict.

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

ATTEST: BOROUGH OF MONROEVILLE

S/ Gladys Diller By: S/ C. L. McClintock
Asst. Secretary Vice President of Council

Examined and approved by me this 12th day of July, 1962.

S/ John J. Duncan
Mayor