

ORDINANCE NO. 365

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BOROUGH OF WILMERDING PERTAINING TO THE COMMON USE AND MAINTENANCE OF A SANITARY SEWER LINE ALONG PATTON STREET FOR THE BOROUGHS OF MONROEVILLE AND WILMERDING

BE IT ORDAINED AND ENACTED by the Borough of Monroeville, in Council assembled, and it is hereby ordained and enacted by the 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 Wilmerding for the joint use and operation of the Patton Street Sanitary Sewer, the agreement to be in substantially the following form:

A G R E E M E N T

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"

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the BOROUGH OF WILMERDING, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as "WILMERDING".

W I T N E S S E T H

WHEREAS, the Borough of Monroeville has for many years maintained a trunk line sanitary sewer in and along Patton Street which continues in a southerly direction through the Borough of Wilmerding discharging ultimately into the intercepting sanitary sewer line of the Allegheny County Sanitary Authority, and

WHEREAS, that portion of the said sewer line lying within the Borough of Wilmerding has been owned and maintained by the said Borough of Wilmerding for many years, and

WHEREAS, it appears that the said sewer line is presently used by residents and property owners of both Monroeville and Wilmerding, and

WHEREAS, it appears desirable that the Boroughs of Monroeville and Wilmerding have a continuing agreement for the cleaning and maintenance of said sewer line, and

WHEREAS, it appears that the said sewer line has capacity for additional usage, and

WHEREAS, it appears that there are a substantial number of property owners in Monroeville in the vicinity of the said sewer line which require trunk line sewer service.

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

1. From and after the execution date of this Agreement, the Borough of Monroeville will pay for and maintain at its own cost and expense that portion of the trunk line sanitary sewer lying partly within the Borough of Monroeville and partly within the Borough of Wilmerding from the boundary line between the two Boroughs southwardly along Patton Street to its intersection with Shaw Avenue in the Borough of Wilmerding.
2. The Borough of Monroeville will pay to the Borough of Wilmerding the sum of \$200.00 annually toward the cost of the maintenance of the said sewer line from Shaw Avenue southwardly to its intersection and connection with the intercepting sewer line of the Allegheny County Sanitary Authority. This annual charge shall be increased by the amount of \$50.00 for each group of 50 additional connections thereto or fraction thereof by the Borough of Monroeville up to a maximum payment however of \$500.00 annually.
3. In addition to the said annual payment, the Borough of Monroeville shall pay one-half of the cost of any necessary periodic cleaning of the said sewer line from Shaw Avenue to the said intercepting sewer line of the Allegheny County Sanitary Authority.
4. Either party may permit its residents or property owners to make additional connections into said Patton Street sanitary sewer line provided, however, that the Borough of Monroeville shall not permit additional connections into said sewer line without first obtaining a certificate from its Borough Engineer or competent registered, professional engineer that the capacity of said sewer line shall not be overtaxed by such additional usage. Such certification shall be for additional usage in units of fifty houses or the equivalent thereof.
5. Such certification as above set forth shall be made to Monroeville and Wilmerding simultaneously. Within 15 days after such certification, Wilmerding 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. If the said two Engineers cannot agree on a third engineer within 5 days then either party may request the Pennsylvania Economy League to name the third engineer which choice shall be binding on both Boroughs. Costs for the third engineer, should the same become necessary, shall be borne equally between the two Municipalities, and his determination thereon shall be conclusive.
6. The final determination and certification by the Engineer or Engineers as hereabove set forth shall constitute sufficient authority to Monroeville to proceed with additional usage to the extent of such certification. No such certification, however, shall be required for additional usage by residents or property owners of the Borough of Wilmerding.

7. It is further understood and agreed between the parties hereto, that should such additional usage caused by the usage of the Borough of Monroeville result in a flow in excess of the capacity of said sewer line, then the Borough of Monroeville will, at its own cost and expense, construct a new sewer line to replace the said Patton Street line, the same to be of sufficient size and capacity to carry the sanitary sewer effluent flow of both Municipalities in that area as required by the conditions then existing. No charge for the use of such sewer will be made to the Borough of Wilmerding.

8. In the event that the terms of paragraph 7 above ever become operative the Borough of Wilmerding shall make available to Monroeville a good and sufficient route through its streets and highways to build the new sewer line from the common Borough boundary line southwardly to the intercepting sewer line of the Allegheny County Sanitary Authority.

9. In addition to all other rights herein granted, the Borough of Monroeville shall have the immediate right to make 10 residential connections into the said sewer line without Engineer's certification.

10. Nothing contained in this Agreement however shall permit the connection of any buildings erected on property of the Carr Coal Company located within this water shed since it appears that the said Carr property is intended for industrial purposes. Any use by the said Carr property shall be the subject of separate agreement.

11. Upon the execution of this Agreement, the Borough of Monroeville shall pay to the Borough of Wilmerding the sum of \$200.00 for the annual maintenance cost of said sewer line referred to in paragraph 2 above for the calendar year 1962.

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.

ATTEST: BOROUGH OF MONROEVILLE
S/ A.-H. Curtis By S/ A. O. Strathern
Secretary President of Council

ATTEST: BOROUGH OF WILMERDING

Secretary By _____
Secretary President of Council

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 9th day of August, 1962.

ATTEST: BOROUGH OF MONROEVILLE
S/ A. H. Curtis By S/ A. O. Strathern
Secretary President of Council

Examined and approved by me this 9th day of August, 1962.

S/ John J. Duncan
Mayor