

ORDINANCE NO. 371

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE GATEWAY UNION SCHOOL DISTRICT PROVIDING FOR THE ESTABLISHMENT OF A FIXED SUM USE CHARGE FOR THE MONROEVILLE JUNIOR HIGH SCHOOL

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. That the proper officers of the Borough of Monroeville be and they are hereby authorized to enter into and execute an Agreement with the Gateway Union School District providing for the establishment of a fixed sum charge for the use of the sanitary sewer system of the Borough of Monroeville by the Monroeville Junior High School. The said Agreement shall 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 organized and existing under the laws of the Commonwealth of Pennsylvania and situate in Allegheny County, Pennsylvania, hereinafter called "THE BOROUGH"

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THE GATEWAY UNION SCHOOL DISTRICT, a political subdivision of the Commonwealth of Pennsylvania situate in Allegheny County, Pennsylvania, hereinafter called the "SCHOOL DISTRICT".

W I T N E S S E T H

WHEREAS, "THE BOROUGH" has recently made sanitary sewer services available in an area generally known as Clover Drive for the purpose of serving, among others, the Monroeville Junior High School located at the intersection of Old William Penn Highway and Old Haymaker Road; and,

WHEREAS, it has been determined that the student capacity of the said school is 720; and

WHEREAS, it has been further determined by the Borough Engineer for the Borough of Monroeville that the sanitary sewer usage of a school building of this type will equal 36 times the amount of usage of a single family residence in the Borough; and,

WHEREAS, based on Ordinance No. 282 of the Borough of Monroeville, such fixed sum of use charge shall equal 36 times Five Hundred seventy-five (\$575.00) or Twenty Thousand Seven Hundred (\$20,700.00) Dollars; and,

WHEREAS, based on said Ordinance No. 282 there shall be an additional inspection fee of Fifty (\$50.00) Dollars.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Upon execution hereof, "THE SCHOOL DISTRICT" will pay to "THE BOROUGH" the sum of Twenty Thousand Seven Hundred Fifty (\$20,750.00) Dollars for the right to connect the Monroeville Junior High School located at Old Haymaker Road and Old

William Penn Highway, into the sanitary sewer system of the Borough of Monroeville and to continually use the same except as hereinafter provided. Furthermore, the payment made by "THE SCHOOL DISTRICT" to "THE BOROUGH" under the terms of this agreement shall be in lieu of any special benefits or front foot assessment that might be made by "THE BOROUGH" against "THE SCHOOL DISTRICT" by reason of the construction of said sewer lines.

2. Should "THE SCHOOL DISTRICT" at any future time expand the existing facilities of the said Monroeville Junior High School to such an extent that an increased sewer usage is indicated or determined by the Monroeville Borough Engineer then nothing herein contained shall prevent "THE BOROUGH" from imposing additional charges for such increased usage as may be lawfully enforced at the time that such increase commences.

3. "THE SCHOOL DISTRICT" agrees to abide by all Ordinances and Regulations now in force or as may be hereafter made or enforced by "THE BOROUGH" or the Allegheny County Sanitary Authority relative to the types of waste permissible in the sanitary sewer system and in no event shall "THE SCHOOL DISTRICT" permit surface or storm water drainage to enter into the said sanitary sewer system.

4. It is further understood and agreed by the parties hereto that the fixed sum charge paid by "THE SCHOOL DISTRICT" to "THE BOROUGH" hereunder does not include charges for the treatment or the conveyance of such sewage through the lines of the Allegheny County Sanitary Authority to its treatment plant as such charges are or may be hereinafter imposed by the Allegheny County Sanitary Authority, the Borough of Monroeville, or either of their successors or assigns.

5. This agreement shall be binding upon and inure to the benefit of both parties hereto, their successors or assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Borough of Monroeville has caused this agreement to be executed pursuant to authority of its Council by Ordinance No. 371 duly enacted the 25th day of October, 1962 and The Gateway Union School District by authority of its Board of Directors by Resolution duly adopted on the _____ day of _____, 1962.

ATTEST

BOROUGH OF MONROEVILLE

S/Gladys Diller
Assistant Secretary

By S/ A. O. Strathern
President of Council

ATTEST

GATEWAY UNION SCHOOL DISTRICT

Secretary

By _____
President of School Board

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 25 th day of October, 1962.

ATTEST

BOROUGH OF MONROEVILLE

Assistant Secretary

By _____
President of Council

Examined and approved by me this 29th day of October, 1962.

S/John J. Duncan
Mayor