

ORDINANCE NO. 438

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE GATEWAY UNION SCHOOL DISTRICT AND THE GATEWAY UNION SCHOOL DISTRICT AUTHORITY PERTAINING TO FIXED SUM SEWER USE CHARGES FOR CERTAIN SCHOOL BUILDINGS AND THE GRANTING OF CERTAIN RIGHTS-OF-WAY

BE IT ORDAINED AND ENACTED by the Council of the Borough of Monroeville as follows:

Section 1. The proper officers of the Borough of Monroeville are hereby authorized to execute an agreement with the Gateway Union School District and the Gateway Union School District Authority pertaining to the establishment of certain fixed sum sewer uses for specific school buildings located or to be located within the Borough of Monroeville. Such officers are further authorized to receive, accept and record a grant of certain existing sewer lines and dedication of rights-of-way therefor, all as specifically hereinafter set forth.

AGREEMENT

THIS AGREEMENT made and entered into this day of June, 1964, 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 sub-division of the Commonwealth of Pennsylvania, and THE GATEWAY UNION SCHOOL DISTRICT AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania, both situate in Allegheny County, Pennsylvania, and hereinafter jointly and severally called the "School District",

W I T N E S S E T H:

WHEREAS the Borough has in recent years made sanitary sewer services available to the School District to service certain of its school buildings, particularly, inter alia, the Garden City Elementary School, the Patton Heights Elementary School and the South Junior High School; and

WHEREAS it is the desire of both parties hereto that a determination be made of the fixed sum sewer use charges chargeable to the said three school buildings, as well as the charges for the Gateway Senior High School Addition to be completed within the next several years; and

WHEREAS it has been the policy of the Borough and the School District since 1962 that fixed sum sewer use charges shall be determined by equating each twenty pupils of the rated capacity of the school building as equivalent to one single family residential user, and that the charges be established therefor pursuant to Ordinance No. 282 of the Borough of Monroeville; and

WHEREAS it appears that the rated capacity of the Patton Heights Elementary School is three hundred (300) pupils, South Junior High School is nine hundred sixty (960) pupils, and the addition to Gateway Senior High School shall be eight hundred (800) pupils; and

WHEREAS the Patton Heights Elementary School is served by trunk line and lateral sewer facilities of the Borough; and

WHEREAS the South Junior High School and the future addition to the Gateway Senior High School are serviced by trunk line sewers of the Borough of Monroeville, but are connected thereto through a system of lateral sewer lines heretofore built and maintained by the School District; and

WHEREAS it appears that the Garden City Elementary School is located on property for which all fixed sum sewer use charges, as established under said Ordinance No. 282 or prior Ordinances, have been fully paid;

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

(1) Upon execution of this Agreement the School District shall pay to the Borough fixed sum sewer use charges for the Patton Heights Elementary School in an amount equal to fifteen (15) times the rate of a single family residence user for trunk and lateral sewer usage, which sum is fifteen (15) times Five Hundred Seventy-five (\$575.00) Dollars, or Eight Thousand Six Hundred Twenty-five (\$8,625.00) Dollars.

(2) Upon execution of this Agreement the School District shall pay to the Borough fixed sum sewer use charges for the South Junior High School in an amount equal to forty-eight (48) times the rate of a single family residence user for trunk lines only, which sum is forty-eight (48) times Two Hundred Fifty (\$250.00) Dollars, or Twelve Thousand (\$12,000.00) Dollars.

(3) Upon completion of construction of the addition to Gateway Senior High School, pursuant to the existing plans which call for a rated pupil capacity of eight hundred (800), but prior to the occupancy thereof, the School District shall pay to the Borough fixed sum sewer use charges in an amount equal to forty (40) times the rate of a single family residence user for trunk lines only, which sum is forty (40) times Two Hundred Fifty (\$250.00) Dollars, or Ten Thousand (\$10,000.00) Dollars.

(4) The Borough agrees with the School District that, all charges for the sewer usage of the Garden City Elementary School having been previously paid or satisfied to the Borough, no additional fixed sum sewer use charges shall be made against the said building or property.

(5) In addition to the fixed sum sewer use charges established in paragraph (1) above for the Patton Heights Elementary School, there shall be an additional sum payable by the School District to the Borough in the amount of Fifty (\$50,000) Dollars for the inspection fee as established by said Borough Ordinance No. 282.

(6) Upon payment of the respective sums for sewer usage and the inspection fee, the School District shall have the right to continually use the sanitary sewer system of the Borough to service their respective buildings. 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.

(7) Should the School District at any future time expand the existing facilities of the Garden City Elementary School, Patton Heights Elementary School, South Junior High School or the Gateway Senior High School Addition, 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 in force at the time that such increase commences.

(8) 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.

(9) 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.

(10) Contemporaneously with the execution of this Agreement the School District shall convey to the Borough title to certain existing private sewer lines and rights-of-way therefor that are presently located within or used to service the area generally known as the "Gateway High School Complex" located along Mosside Boulevard near the intersection of Haymaker Road in Monroeville Borough.

(11) 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. _____ duly enacted the _____ day of June, 1964, The Gateway Union School District by authority of its Board of Directors by Resolution duly adopted on the _____ day of June, 1964, and The Gateway Union School District Authority by authority of its Board of Directors by Resolution duly adopted on the _____ day of June, 1964.

Attest:

BOROUGH OF MONROEVILLE

Assistant Secretary

By _____
President of Council

THE GATEWAY UNION SCHOOL DISTRICT

Secretary

By _____
President of School Board

THE GATEWAY UNION SCHOOL DISTRICT
AUTHORITY

Secretary

By _____
Chairman

Section 2. Any ordinances or parts of ordinance in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this 11th day of June, 1964.

BOROUGH OF MONROEVILLE

Attest:

By S/Frank A. Witt
President of Council

S/Gladys Diller
Assistant Secretary

EXAMINED AND APPROVED this 18th day of June, 1964.

S/John J. Duncan
Mayor