

ORDINANCE NO. 26

AN ORDINANCE AUTHORIZING AND DIRECTING THE PROPER BOROUGH OFFICERS TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THE BOROUGH OF TURTLE CREEK FOR GRANTING PERMISSION TO CONNECT A SANITARY SEWER LINE, PROPOSED TO BE CONSTRUCTED BY THE BOROUGH OF MONROEVILLE ALONG THE WESTERLY SIDE OF LOWER MONROEVILLE ROAD FROM OHIO STREET, SOUTHWARDLY, TO THE BOROUGH LINE, TO THE SANITARY SEWER LINE OF THE BOROUGH OF TURTLE CREEK ALONG SAID ROAD, AT THE SAID BOROUGH BOUNDARY LINE.

The Council of the Borough of Monroeville, Allegheny County, Pennsylvania, does hereby ordain and enact the following Ordinance.

SECTION 1. That the President of Council and the Secretary of the Borough of Monroeville are hereby authorized and directed to enter into and execute an agreement on behalf of said Borough with the proper officers of the Borough of Turtle Creek on behalf of said latter Borough, for the granting of authority and permission by the Borough of Turtle Creek to the Borough of Monroeville, to connect and join the sanitary sewer line, proposed to be constructed by the Borough of Monroeville, along the westerly side of Lower Monroeville Road, in Monroeville Borough, from the intersection of Ohio Street, southwardly to the Borough line, with the existing sanitary sewer line belonging to the Borough of Turtle Creek, which begins at the said Borough boundary line and travels southwardly along the westerly side of said Lower Monroeville Road, also known as Lynn Avenue in said Borough of Turtle Creek.

SECTION 2. That the agreement to be entered into, as herein authorized, shall contain the provisions and be in the following form:

A G R E E M E N T

THIS AGREEMENT made the _____ day of October, 1953, by and between the BOROUGH OF TURTLE CREEK, a municipal corporation of the Borough line and said Lower Monroeville Road and which making a connection between their said sewer line and the sewer line belonging to the Borough of Turtle Creek, at the point of intersection of Lower Monroeville Road or Lynn Avenue to construct and lay a sanitary sewer line between the said Road southwardly to the said two Boroughs, and is desirous of Street and Lower Monroeville the point of intersection of Ohio

connection is to be made at the Monroeville Road extending from the westerly side of said Lower Avenue, aforesaid; and

WHEREAS, it is mutually agreed between the parties hereto that upon and under certain terms and conditions as hereinafter set forth, the said sewer line connection shall be constructed so as to result in one continuous sewer line.

NOW, THEREFORE, in consideration of these premises and the mutual promises herein and the advantages and benefits to be injured by and to each of the Parties hereto, respectively, it is hereby agreed by and between the Parties, as follows:

1. The Borough of Turtle Creek does hereby give and grant consent and authority to the Borough of Monroeville to attach and make connection with and between the new proposed sanitary sewer line of the Borough of Monroeville and the existing sanitary sewer line belonging to the Borough of Turtle Creek, which sanitary sewer line travels along the westerly side of Lynn Avenue, also known as point of intersection of said Lynn Avenue, also known as Lower Monroeville Road and Oak Avenue, and at the intersection of the boundary line between the two said Boroughs.

2. The Borough of Turtle Creek does further, hereby give and grant consent and authority to and does allow and permit the Borough of Monroeville to drain and discharge the sanitary sewerage from its new proposed sanitary sewer line into the existing sanitary sewer line of the Borough of Turtle Creek, aforesaid.

3. That any and all costs incident to or with the said attaching and connecting of said sewer lines shall be borne and paid by the Borough of Monroeville. That the Borough of Turtle Creek is hereby absolved of all responsibility and liability in relation to the said sewer line connection work.

4. It is agreed by the Borough of Monroeville, that no more than one hundred (100) homes, and the branch sanitary sewer lines therefrom, shall be connected to their proposed new sanitary sewer line within the immediate future; that any new, additional, branch sewer Borough's new proposed sanitary sewer line, shall be permitted and allowed, but shall not be made in greater number or units of fifty (50) homes at a time, and provided further, that ninety (90) days prior written

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notice of intention to add said additional units of fifty (50) home connections, shall be given to the Borough of Turtle Creek by the Borough of Monroeville.

5. That the Borough of Turtle Creek in the County of Allegheny and State of Pennsylvania, as party of the first part;

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BOROUGH OF MONROEVILLE, a municipal corporation in the same County and State aforesaid, as party of the second part.

WITNESSETH

WHEREAS, the Borough of Turtle Creek owns and maintains an eight (8") inch sanitary sewer, extending along the westerly side of Lynn Avenue, also known as the Lower Monroeville Road, from its intersection with Oak Avenue and at the boundary line between the two said Boroughs, extending southwardly within the Borough of Turtle Creek; and

WHEREAS, the Borough of Turtle Creek shall promptly and immediately after receiving notice from the Borough of Monroeville, of the proposed increase of said additional fifty (50) home unit branch sewer lines, shall grant and indicate their consent and approval for such additional connections, provided that such additional connections will not overtax and overload the use and serviceability of said Borough of Turtle Creek's present sanitary sewer line.

6. It is agreed between the Parties hereto that the Borough of Monroeville shall contribute and pay to the Borough of Turtle Creek a reasonable sum for the assistance in the maintenance, cleaning and care of the said sanitary sewer line of the Borough of Turtle Creek. The said sum to be contributed toward the maintenance, cleaning and care, as aforesaid, shall not be less than Twenty-five (\$25.00) and not more than Fifty (\$50.00) Dollars per year. It is understood and agreed between the Parties hereto, that the reference to the maintenance of said sewer line aforesaid, shall not be intended to include the cost of repair or the recon-

struction, replacement or relaying of a new sanitary sewer line for the present said sewer line, by and in the Borough of Turtle Creek.

It is mutually agreed by and between the Parties hereto, that this Agreement and the proposals and intents thereof, as hereinbefore set forth, shall continue until changed by further agreement between the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and date first above written.

BOROUGH OF TURTLE CREEK

By _____
President of Council

ATTEST:

Secretary

BOROUGH OF MONROEVILLE

By _____
President of Council

ATTEST:

Secretary

SECTION 3. All Ordinances or parts of Ordinances which are in conflict with any of the provisions of this Ordinance are hereby repealed insofar and to the extent that they are in conflict herewith.

Ordained and enacted this 26th day of October, 1953.

ATTEST:

BOROUGH OF MONROEVILLE

(Signed) Edyth J. Amalong
Borough Secretary

By (Signed) Wm. J. Caughey
President of Council

Examined and approved by me this 26th day of October, 1953.

(Signed) Samuel Jenkins
Burgess