MUNICIPALITY OF MONROEVILLE

ORDINANCE NO. 1553

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA 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 MUNICIPALITY OF MONROEVILLE AND BOROUGH OF WILMERDING.

WHEREAS, the Municipality of Monroeville (hereinafter "**MONROEVILLE**") has for many years maintained a trunk line sanitary sewer in and along Patton Street which continues through the Borough of Wilmerding (hereinafter "**WILMERDING**"); and

WHEREAS, the said sewer line is presently used by residents of **MONROEVILLE** and **WILMERDING**; and

WHEREAS, it appears that there are a substantial number of property owners in **MONROEVILLE** in the vicinity of said sewer line which require trunk line sewer services; and

WHEREAS, cooperation among municipalities in the performance of their respective governmental functions, powers or responsibilities is authorized pursuant to the Act of July 12, 1972, No. 180, §1 et seq; and

WHEREAS, **MONROEVILLE** and **WILMERDING** have expressed an interest in entering into an agreement which outlines the duties and responsibilities of each with respect to the said sewer line.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MUNICIPALITY OF MONROEVILLE, and it is hereby enacted by the authority of same.

SECTION 1. The proper officers of **MONROEVILLE** are hereby authorized and directed to enter into an agreement with **WILMERDING** for the joint use and operation of the Patton Street Sanitary Sewer, the agreement to be in substantially the form attached hereto and made a part hereof as **Exhibit A.**

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any parts of this Ordinance are declared illegal or unlawful the remaining parts shall survive and remain in full force and effect.

IN WITNESS WHEREOF, the Council of the Municipality of Monroeville hereby authorizes Carol Thomas Young, Acting Manager, to execute the Agreement and to attest this Ordinance.

ORDAINED AND ENACTED this 11 day of November, 1986.

ATTEST:

Carol Thomas Young

Carol Thomas Young
Acting Municipal Manager

MUNICIPALITY OF MONROEVILLE

Michael P. Lynch

Michael P. Lynch
Mayor

Entered into
Legal Book _____

SANITARY SEWER AGREEMENT

THIS AGREEMENT made and entered into this 11 day of November, 1986, by and between the Municipality of Monroeville, a Home Rule Municipality of the Commonwealth of Pennsylvania, (hereinafter referred to as "**MONROEVILLE**") and the Borough of Wilmerding, a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter referred to as "**WILMERDING**").

WITNESSETH

WHEREAS, MONROEVILLE has for many years maintained a trunk line sanitary sewer in and along Patton Street which continues in a southerly direction through **WILMERDING** discharging ultimately into the interception sanitary sewer line of the Allegheny County Sanitary Authority, and

WHEREAS, that portion of the said sewer line lying within **WILMERDING** has been owned and maintained by the said **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 **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; and

WHEREAS, the Act of July 12, 1972, No. 180 §1, et seq. authorizes intergovernmental cooperation between municipalities in the performance of their respective governmental functions, powers or responsibilities.

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

1. From and after the execution date of this Agreement, **MONROEVILLE** will pay for and maintain at its own cost and expense that portion of the trunk line sanitary sewer lying partly within **MONROEVILLE** and partly within **WILMERDING** from the boundary line between the two entities southwardly along Patton Street to its intersection with Shaw Avenue in **WILMERDING.** (See attached Exhibit)

2. **MONROEVILLE** will pay to **WILMERDING** the sum of Five Hundred Dollars ($500.00) annually toward the cost of the cleaning and ordinary maintenance of the said sewer line from the southerly line of Shaw Avenue southwardly to its intersection and connection with the intercepting sewer line of the Allegheny County Sanitary Authority.

3. In addition to the said annual payment of Five Hundred Dollars ($500.00), **MONROEVILLE** shall pay seventy-five percent (75%) of the cost of any extra ordinary periodic cleaning and/or maintenance 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 **MONROEVILLE** shall not permit additional connections into said sewer line without first obtaining a certificate from its Municipal 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 (50) houses or the equivalent thereof.

5. Such certification as above set forth shall be made to **MONROEVILLE** and **WILMERDING** simultaneously. Within fifteen (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 findings of the Engineer for **MONROEVILLE.** In the event that there is a difference of opinion between the two Engineers, then without further action from either **MONROEVILLE** or **WILMERDING** the matter shall be referred to a third engineer selected by the Engineers of **MONROEVILLE** and **WILMERDING**, for final inspection. Costs for the third engineer, should the same become necessary, shall be borne equally between the **MONROEVILLE** and **WILMERDING**, 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 **WILMERDING.**

7. It is further understood and agreed between the parties hereto, that should such additional usage caused by the usage of **MONROEVILLE** result in a flow in excess of the capacity of said sewer line, then **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 **MONROEVILLE** and **WILMERDING** in that area as required by the conditions then existing. No charge for the use of such sewer will be made to **WILMERDING.**

8. In the event that the terms of paragraph 7 above ever become operative **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 municipal boundary line southwardly to the intercepting sewer line of the Allegheny County Sanitary Authority.

9. The use of the **MONROEVILLE** trunk sewer system shall be in strict conformity with the laws of the Commonwealth of Pennsylvania, the United States of America, and ordinances of **WILMERDING** and **MONROEVILLE.**

10. No storm water or water from roofs, and no inflammable or volatile liquids, garbage, offal, ice, snow, or slush or industrial waste shall at any time be thrown, dumped or permitted to enter the sanitary sewers of **WILMERDING**.

11. The parties hereto must negotiate separately in the future for any commercial or industrial units or additional residential units above two hundred (200) at which time a new contract must be negotiated.

12. All tap-in fees, assessments and sewage charges collected by **MONROEVILLE** from properties located in **MONROEVILLE** shall be the sole property of **MONROEVILLE** and **WILMERDING** shall have no claim whatsoever, for any reasons on such funds.

13. All tap-in fees, assessments and sewage charges collected by **WILMERDING** from properties located in **WILMERDING** shall be the sole property of **WILMERDING** and **MONROEVILLE** shall have no claim whatsoever, for any reasons on such funds.

14. This Agreement shall be for a period of twenty-five (25) years, with an option on the part of either party to extend it for an additional twenty-five (25) years provided notice in writing is given twelve (12) months prior to expiration of this Agreement; otherwise, this Agreement shall be self renewing.

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:

MUNICIPALITY OF MONROEVILLE

_____
Secretary

By: Carol T. Young
Carol T. Young
Acting Manager

ATTEST:

BOROUGH OF WILMERDING

_____
Secretary

By: _____
President of Council