

Ordinance 67-11

Sewage Facility

12/11/1967

ORDINANCE NO. 67-11

AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY, PENNSYLVANIA PROVIDING FOR THE ADOPTION AND AUTHORIZING THE EXECUTION OF A SEWAGE FACILITY AGREEMENT BY AND BETWEEN CRESCENT-SOUTH HEIGHTS MUNICIPAL AUTHORITY AND THE TOWNSHIP OF HOPEWELL.

WHEREAS, the Crescent-South Heights Municipal Authority has heretofore constructed a sewage treatment plant and certain appurtenances thereto and is now contemplating an addition to its sewage collection system in the Borough of South Heights and in the Township of Crescent, to be known as Phase II and has had plans and specifications drawn and has obtained financing of the project; and

WHEREAS, the Township of Hopewell is desirous that certain areas of the Township be connected and served by the Authority treatment plant and interceptor lines due to the fact that certain areas and properties in Hopewell Township adjoin, abut and flow by gravity to the areas to be served in the Borough of South Heights;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Hopewell Township Board of Commissioners, and it is hereby ordained and enacted by authority of the same:

Section 1. The sewage facility agreement by and between Crescent-South Heights Municipal Authority and the Township of Hopewell, as recommended by the Hopewell Township Municipal Authority Consulting Engineer and as presented and read at this regular public meeting of the Hopewell Township Board of Commissioners, be and the same is hereby authorized and adopted.

Section 2. The President and Secretary of the Hopewell Township Board of Commissioners are hereby authorized and directed to execute said agreement, a certified copy of which is attached hereto, incorporated by reference and marked Exhibit "A" and copies of which are on file at the office of the Township Secretary.

Section 3. This Ordinance shall take effect immediately upon final enactment.

ORDAINED AND ENACTED into an Ordinance this 11th day of December, 1967.

BOARD OF COMMISSIONERS
HOPEWELL TOWNSHIP

By Michael Volitch
President.

ATTEST:

Charlotte M. Buffington
Secretary.

(SEAL)

AGREEMENT

THIS AGREEMENT made this 11th day of December, 1967
between CRESCENT-SOUTH HEIGHTS MUNICIPAL AUTHORITY, a municipal Au-
thority organized and existing under the laws of the Commonwealth of Pennsyl-
vania, and embracing Crescent Township in Allegheny County and the Borough
of South Heights in Beaver County, hereinafter called the Authority, party of
the first part;

AND

HOPEWELL TOWNSHIP, a municipality organized and existing under the laws
of the Commonwealth of Pennsylvania and existing in Beaver County, Pennsyl-
vania, hereinafter called the Township, party of the second part:

WITNESSETH:

WHEREAS, the Authority has heretofore constructed a sewage treatment plant
and certain appurtenances thereto; and

WHEREAS, the Authority is now contemplating an addition to its sewage
collection system in the Borough of South Heights and in the
Township of Crescent, to be known as Phase II; and

WHEREAS, the Authority has had plans and specifications drawn and has
obtained financing of the project; and

WHEREAS, the Township is desirous that certain areas of the Township
be connected and served by the Authority treatment plant and
interceptor lines; and

WHEREAS, there are certain areas in Hopewell Township which flow by
gravity to the Borough of South Heights; and

WHEREAS, there are certain properties situate in Hopewell Township that
adjoin and abut the areas to be served in the Borough of South

Heights:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Authority agrees to allow the Township to connect and keep connected those homes situate in Hopewell Township which flow by gravity to the Borough of South Heights and which are shown on the plan prepared by Michael Baker, Jr., Inc., and the Township hereby gives the Authority or its authorized agents permission to enter upon the streets in Hopewell Township for the purpose of constructing said sewer lines as shown on said plan.
2. Hopewell Township shall pay to the Authority a tapping fee for each unit hereafter connected and that is to drain into the Authority sewer system on the same basis and at the same rate as is charged in the Borough of South Heights and in Crescent Township for similar and like units. The tappage fee herein provided shall be paid by Hopewell Township within thirty (30) days after the tap-in has been made.
3. All requests to connect, whether directly or indirectly, into the Authority sanitary sewage system, draining to the Authority's treatment plant, shall be made to Township. Township, in turn, shall report to the Authority every request for connection within thirty (30) days from the time such request is made, giving the name of the owner of the property requesting such connection, the location of the property and Township shall pay to the Authority for such connection within thirty (30) days from the time such connection is made. All connections shall be made in accordance with the established standards required by the Authority.
4. Township agrees to keep the Authority secretary informed as to names and addresses of all property owners tapping into the said sewer system, draining to the Authority treatment plant and of each new construction within

the said area, and to supply to the Authority secretary, the names and addresses of all property owners presently draining to the Authority treatment plant.

5. Township agrees to pay the Authority when the Township has received any connections from Hopewell residents, rental at the same rate and in the same amount as is charged in other territory of the Authority of similar and like unit. Such payment shall be in the full amount of the rentals assessed against the total number of customers within Hopewell Township served by that Authority's sewage treatment plant within thirty (30) days from the date of the presentation of the bill for the same to the Township secretary. Payments to be made quarterly. However, the Authority shall, to the extent authorized by law, have the right and option, but shall not be required to assess such customers with such service charge or rentals despite the fact that they are not residents of the Borough of South Heights or the Township of Crescent and to recover such rents or rates by filing claims and by other legal proceedings in accordance with the law in such case made and provided.

6. Township agrees to levy and assess against the property owners in Hopewell Township served and abutted by the Authority line, the assessment to be levied by reason of construction of the said line. Said line is planned and intended to abut several properties in the Township of Hopewell. These property owners will be assessed at the same rate and in the same manner as similar residents of the Borough of South Heights. In the event that said assessments for construction are not paid within the time permitted by law, Township agrees that it will file proper liens in the Prothonotary's office in and for the County of Beaver for the benefit and use of the Authority and will make every effort to collect the same including, but not limited, to the filing of liens and the revival of the same, together with any executions that may be necessary.

7. It is expressly understood and agreed by the parties hereto that

the lines extended by the Authority into the Township shall remain the property of the said Authority and at no time shall any lines constructed by the Authority be the property of the Township.

8. It is expressly understood and agreed that the Authority standards require the exclusion of all surface water from the respective sewage system and that the Authority will therefore construct any addition of its own sewer lines to the off infiltration to a minimum. Hopewell will be responsible for any only sewage drainage shall be allowed to enter the Authority's system under this agreement and that, at no time, shall storm water enter into the Authority's sanitary sewer system. The parties shall aid one another in keeping unusual foreign substances out of their respective systems.

9. It is specifically understood and agreed that the Authority extends to the homes and properties to be served by the Authority. In the event that Hopewell is to construct any extensions or additions onto the existing line or in the event Hopewell wishes to construct a separate interceptor line to the

supercedes any and all agreements heretofore entered into between the Authority and the Township, or its agents, to the extent of any conflict and/or difference between this agreement and prior agreements.

12. The Authority shall have the right to make an examination and inspection of Hopewell's sewer system affecting or connected to the Authority's system at any time it shall so desire. Hopewell shall provide the opportunity and the facilities for making such inspection upon demand of the Authority.

13. In case of Hopewell's failure to pay any sum due under this agreement, the Authority shall have the right and option to proceed for the collection of said monies by all methods and manner provided in law. Time, compliance and strict performance are hereby declared to be of the essence of this contract. If either party shall, in any manner whatsoever, fail to comply with or perform all or any of the provisions of this contract, the Authority shall have the right to disconnect Hopewell's sewer from the Authority's system upon ten days' notice in writing sent by mail to the secretary of the Board of Township Commissioners and if such disconnection be made, Hopewell hereby waives any or all claims for damages against the Authority arising by reason thereof.

14. The provisions of this agreement shall apply insofar as applicable to properties in Hopewell Township already connected to the Authority's sewage system, provided, however, that Township shall be under no obligation to make any assessments for benefits conferred upon any of such properties.

THIS AGREEMENT IS ENTERED INTO on the part of the Township by virtue of an Ordinance duly passed by the Board of Commissioners of the Township on the 11th day of December, 1967, and entered in

the minutes and on the part of the Authority by virtue of a Resolution duly passed by the Authority Board on the ____ day of _____, 1967 and entered in the minutes. This agreement is made for a valuable consideration and the parties intend to be legally bound hereby.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed on their behalf by the President of their official boards and attested by their Secretaries and have hereunto attached their common and corporate seals, the day and year first above written.

CRESCENT-SOUTH HEIGHTS MUNICIPAL
AUTHORITY

By Paul C. Frey
Chairman

ATTEST:

J. Robert von Stein
Secretary

TOWNSHIP OF HOPEWELL

By Michael Volutch
President-Board of Commissioners

ATTEST:

Charlotte M. Buffington
Secretary

Proof of Publication

The Beaver County Times a daily newspaper of general circulation, published by BEAVER NEWSPAPERS, Inc., a Pennsylvania corporation, 400 Fair Avenue, West Bridgewater, Beaver County, Pennsylvania, was established in 1946, and has been issued regularly, except legal holidays, since said date.

The attached advertisement, which is exactly as printed and published, was published in the regular issue of said newspaper, on December 16, 1967.

The cost of advertising and proof, \$ 29.35, has been paid. Dec. 29, 1967

TOWNSHIP OF HOPEWELL
OFFICIAL
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BOARD OF COMMISSIONERS
HOPEWELL TOWNSHIP
By MICHAEL VOLITICH,
President

ATTEST:
CHARLOTTE M. BUFFINGTON,
Secretary
(SEAL)

BEAVER NEWSPAPERS, Inc.

By James R. Miller
(Per M.M.)

STATE OF PENNSYLVANIA, }
COUNTY OF BEAVER, } SS:

Before me, a Notary Public in and for said county and state, personally appeared James R. Miller, who being duly sworn

according to law says that he is Secretary-Treasurer of BEAVER NEWSPAPERS, Inc.; that neither affiant nor said corporation is interested in the subject matter of the attached advertisement; and that all of the allegations of the foregoing statement including those as to the time, place and character of publication are true.

James R. Miller
Secretary-Treasurer

Sworn to and subscribed before me
this 16th day of December 1967
Maude F. McBrier

MAUDE F. MCBRIER NOTARY PUBLIC
My Commission Expires March 5, 1969
Beaver, Pa. Beaver County