

RESOLUTION NO. 84-119, 1984

A RESOLUTION OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY, PENNSYLVANIA, APPROVING AN AGREEMENT BETWEEN THE TOWNSHIP OF HOPEWELL AND THE MUNICIPAL WATER AUTHORITY OF ALIQUIPPA, FOR THE PROVIDING OF RECIPROCAL SEWAGE SERVICE

WHEREAS, it has been the longstanding practice of the Township of Hopewell and the Municipal Water Authority of Aliquippa, to provide sewage service to a portion of the residents of the other; and

WHEREAS, certain disputes have arisen in connection with the providing of said service between the Township of Hopewell and the Municipal Water Authority of Aliquippa; and

WHEREAS, a mutually satisfactory agreement has been concluded between the Township of Hopewell and the Municipal Water Authority of Aliquippa as to all disputes in connection with the providing of said reciprocal sewer service; a copy of said agreement is marked Exhibit "A" and is attached hereto and made a part hereof.

NOW THEREFORE, Be it resolved that the Board of Commissioners of the Township of Hopewell, a Municipal Corporation, under the First Class Township Code, situated in Beaver County, Pennsylvania, and it hereby resolves:

1. The Agreement between the Township of Hopewell and the Municipal Water Authority of Aliquippa (Exhibit "A") is hereby approved and ratified.

ADOPTED this 24 day of July, 1984.

ATTEST:

Carol J. Pancurak  
Secretary

HOPEWELL TOWNSHIP BOARD OF COMMISSIONERS

Vincent J. Esarno  
President

AGREEMENT FOR PROVIDING OF  
RECIPROCAL SEWER SERVICE  
BETWEEN THE MUNICIPAL WATER  
AUTHORITY OF ALIQUIPPA AND THE  
TOWNSHIP OF HOPEWELL

This Agreement made this 20th day of July, 1984, between the MUNICIPAL WATER AUTHORITY OF ALIQUIPPA, a municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania, and having its domicile in Beaver County, Pennsylvania, hereinafter called the Authority, party of the first part,

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TOWNSHIP OF HOPEWELL, a township of the first class organized and existing under the laws of the Commonwealth of Pennsylvania, and having its domicile in Beaver County, Pennsylvania, hereinafter called the Township, party of the second part,

WHEREAS, the Municipal Water Authority of Aliquippa and the Township of Hopewell have been providing sanitary sewage service for the past twenty-six years to a portion of sewage users lying within the political boundary lines of the other; and

WHEREAS, various disputes have arisen between the Municipal Water Authority of Aliquippa and the Township of Hopewell in connection with the fixing of just and equitable sewage rate charges levied by the respective parties to non-resident users of the other; and

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EXHIBIT "A"

WHEREAS, these disputes have resulted in the filing of lawsuits between the parties in the form of actions for Declaratory Judgments in the Court of Common Pleas of Beaver County, captioned Township of Hopewell vs. Municipal Water Authority of Aliquippa at No. 407 of 1981 and the Municipal Water Authority of Aliquippa, et al. vs. the Township of Hopewell et al. at No.696 of 1984; and

WHEREAS, the parties hereto respectively desire to finally settle and conclude all issues set forth in the aforementioned filed lawsuits as well as all matters that may pertain to the reciprocal providing of sewer service between the residents of the Borough of Aliquippa and the Township of Hopewell; and

NOW, THEREFORE, it is agreed by the Municipal Water Authority of Aliquippa and the Township of Hopewell as follows:

1. The Township of Hopewell shall pay to the Authority the sum of Two Hundred Twenty-five Thousand (\$225,000.00) Dollars payable One Hundred Ninety Thousand (\$190,000.00) Dollars at the signing of this Agreement and the remaining balance of Thirty-five Thousand (\$35,000.00) Dollars payable within three (3) months of the date of the signing of this Agreement.

2. The Township shall pay the Authority One Hundred Twelve (\$112.00) Dollars per year per dwelling unit, payable quarterly, for those residents of the Township who are provided sanitary sewer service by the Authority. This charge shall become effective as of July 1, 1984; any further rate increases to Township residential users shall be equal to increases that may hereinafter be levied against the average Aliquippa Borough residential user of the Authority sewer system, with the exception that the Authority shall be

entitled to levy as an additional charge, the sum of ten (10%) percent of the amount of the rate increase levied against the average Aliquippa Borough residential user of the sanitary sewer system of the Authority. The rate for the average Aliquippa Borough residential user shall be determined by dividing the total number of Aliquippa Borough residential users into the total number of gallons of water consumed by all of the Aliquippa Borough residential users. For example, for every One (\$1.00) Dollar that the Authority increases the dwelling unit rate of the residents of the Borough of Aliquippa, it may increase the dwelling unit rate of the Township residential users of the Authority's sewer system, One Dollar and ten cents (\$1.10).

3. The Authority shall pay to the Township such charges as may be calculated pursuant to the provisions of existing Hopewell Township Ordinance No. 84-1 in connection with those Aliquippa Borough users being provided sanitary sewer service by the Township of Hopewell.

4. The Township shall pay the Authority a tappage fee for each unit hereafter connected and that is served by the Authority's sewer system on the basis and at the same rate as is charged by the Authority for similar and like units. The tappage fee therein provided shall be paid by the Township within 30 days after the tap-in has been made.

5. All requests to connect, whether directly or indirectly, into the Township's sanitary sewage system draining to the Authority's treatment plant shall be made to the Township. The 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 a connection, and the location of the property and the Township shall pay the Borough 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 Township and with the established standards required by the Authority.

6. The Township agrees to keep the Authority manager informed as to the names and addresses of all property owners tapping into the said sewer system draining to the Authority's treatment plant, and of each new construction within the said area, and to supply to the Authority manager the names and addresses of all property owners presently draining to the Authority treatment plant and changes of ownership thereafter.

7. The Authority shall pay the Township a tappage fee for each unit that is to drain into the Township's sewage system on the same basis and at the same rate as is charged in the Township for similar and like units. The tappage fee herein provided shall be paid by the Authority to the Township within thirty (30) days after the tap-in has been made.

8. All requests to connect, whether directly or indirectly, into the Authority's sanitary sewage system draining to the Township treatment plant shall be made to the Authority. The Authority in turn shall report to the Township 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 a connection, and the location of the property, and the Authority shall pay the Township 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 and with the established standards required by the Township.

9. The Authority agrees to keep the Township Secretary informed as to the names and addresses of all property owners tapping into the said sewer

system draining to the Township treatment plant, and of each new construction within the said area, and to supply to the Township Secretary the names and addresses of all property owners presently draining to the Township treatment plant and changes of ownership thereafter.

10. It is expressly understood and agreed by the parties hereto that the Township and the Authority's standards require the exclusion of all roof drainage and storm water from the respective sewer system and that the Township and the Authority will therefore construct and maintain its sewer system so as to limit the infiltration to a minimum.

The Township and the Authority will be responsible to see that only sewage drainage shall be allowed to enter the Authority's and Township's sewer system under this agreement, and that at no time shall storm water be permitted into the Township's sanitary sewer system nor into the Authority's sanitary sewer system. The Township and the Authority shall aid one another in keeping unusual foreign substances from entering the respective systems.

11. Each of the respective parties shall be allowed to disconnect its residential users from the sewer system of the other upon thirty (30) days notification of an intention to do so. Said disconnection shall be permitted without delay, hindrance, interference, or objection, including the instituting of legal action or the threat of legal action by the other party. Once disconnection is accomplished, neither party shall be obligated to pay for such discontinued services.

12. Nothing in this Agreement shall be construed to permit and/or allow either party to discontinue or threaten to discontinue the sanitary sewer service provided to the residents of the other as long as the provisions of this agreement are complied with.

13. Each of the parties agrees to settle and discontinue the lawsuits filed against the other in the Court of Common Pleas of Beaver County, to-wit: the Township of Hopewell vs. the Municipal Water Authority of Aliquippa, at No.407 of 1981 and the Municipal Water Authority of Aliquippa, et al. vs. the Township of Hopewell at No. 696 of 1984; each party shall settle and discontinue the suit filed by it and pay all costs in connection with said suit. Each party shall supply to counsel for the other a Certificate of Satisfaction and Discontinuance upon the signing of this Agreement.

14. The Authority shall make available to the Township the quarterly metered water readings of those residents of the Township of Hopewell that are provided water service by the Authority. The Township shall pay a reasonable fee for this service.

15. It is specifically understood and agreed that this agreement supercedes and nullifys an agreement heretofore entered into between the Borough of Aliquippa and the Township dated May12, 1958.

16. The Authority and the Township shall have the right to make an examination and inspection of the Township's sewer system and the Authority's sewer system at any time they shall so desire. Both the Township and the Authority shall provide the opportunity and the facilities for making such inspection upon demand of the Authority or the Township.

17. This Agreement shall be binding and of full force and effect to not only the parties to this action, but also to their heirs, successors, assigns and to any municipal body, political subdivision and/or Authority presently or in the future having any connection whatsoever with the administration and/or providing of reciprocal sewage service to the residents of the Borough of Aliquippa and the Township of Hopewell.

The Agreement is entered into by virtue of a memorandum of understanding executed by the parties hereto on June 30, 1984 and on the part of the Authority by virtue of action to be taken by the Authority at a regular meeting to be held on the 23rd day of July, 1984, and to be entered in the minutes, and on the part of the Township by virtue of action to be taken by the Board of Commissioners at a regular meeting to be held on the 24th day of July, 1984, and to be entered in the minutes.

WITNESS the corporate seals of the respective parties hereto the day and year above written.

MUNICIPAL WATER AUTHORITY OF ALIQUIPPA

By: James M. Monzetti  
Chairman

ATTEST:

William M. Cull  
Secretary

TOWNSHIP OF HOPEWELL

Vincent D'Ermo  
President, Board of Township  
Commissioners

ATTEST:

Carl Hancock  
Secretary