

ORDINANCE # 4-86 OF 1986

BOROUGH OF HARRISVILLE, BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE RATIFYING AND CONFIRMING ARTICLE OF AGREEMENT
INTERCEPTOR SEWER USAGE AGREEMENT DATED FEBRUARY 3rd, 1986,
DESCRIBING THE PURPOSE OF THE AGREEMENT, PROJECT DESCRIPTION,
CONSTRUCTION COST REIMBURSEMENT, OPERATIONAL CONSIDERATIONS,
ARBITRATION OF DISPUTES, ASSIGNMENT OF THE AGREEMENT AND
TERM OF THE AGREEMENT.

ORDERED AND ENACTED into an Ordinance this 3rd day of February, 1986.

Paul J. Fahn
President

Attest:

Linda J. Wagner
Secretary

SEAL

APPROVED this 3rd day of February, 1986.

Robert Lenny West
Mayor

1/10/86
1/10/86
1/10/86

ARTICLES OF AGREEMENT
INTERCEPTOR SEWER USAGE AGREEMENT

Made and entered into this 3rd day of February,
1986, by and among the BOROUGH OF HARRISVILLE, a municipal corporation
of Butler County, Pennsylvania, hereinafter referred to as the "Borough",

A N D

THE TOWNSHIP OF PINE, a municipal corporation of Mercer County, Pennsylvania,
hereinafter referred to as the "Township",

A N D

PINE-HARRISVILLE AUTHORITY, a municipal authority, hereinafter referred
to as the "Authority".

WHEREAS, the Borough currently plans to construct a sanitary sewer
system to serve the Borough's residents, and

WHEREAS, the Township currently plans to extend its sanitary sewer
system to serve residential and commercial customers on Route 58 East within
the Township, and

WHEREAS, the Wolf Creek-Slippery Rock Creek Wastewater Facilities
Planning Study, dated May, 1978, recommends that the Borough's sanitary sewage
be conveyed to the Borough of Grove City for treatment at the Grove City sewage
treatment plant, and

WHEREAS, conveyance of the Borough's sewage to Grove City can
most efficiently be achieved through the shared use of certain critical interceptor
sewer segments on the proposed Township sanitary sewer system, and

WHEREAS, the Township, in its design of its proposed sanitary sewer system, has enlarged the diameter of the pipe in certain critical interceptor sewer segments to accomodate the Borough, and

WHEREAS, the Township and Borough desire to enter into an agreement where the Borough would reimburse the Township for the additional cost of providing the larger diameter pipe in said critical interceptor sewer segments, and

WHEREAS, the Township and the Borough have entered into Leases with the Authority dated January 1, 1986, Guaranty Agreements with the Authority dated January 1, 1986 and Trust Indenture dated January 1, 1986, securing the Authority's issuance of its guaranteed Sewer Revenue Bonds, Series of 1986.

NOW, THEREFORE, in consideration of the mutual covenants herein contained to be fully kept and performed by the respective parties hereto, their successors and assigns, it is agreed by and among the parties as follows: -

ARTICLE I
PROJECT DESCRIPTION

(A) The Township has prepared plans and specifications for a sanitary sewer system extension program and has obtained PADER Construction Permit No. 4382404 for the proposed construction program. The proposed shared use segments of the Township's proposed sanitary sewer system are described as follows, based on the plans approved by PADER: -

Sheet No. 144-04	Station 0+00 to 12+95
Sheet No. 144-05	Station 12+95 to 16+85
Sheet No. 144-10	Station 0+00 to 14+07
Sheet No. 144-11	Station 14+07 to 28+90 33+66
Sheet No. 144- 12 12	Station 0+00 to 15+43
Sheet No. 144-13	Station 33+66 to 48+10

(B) In order to accomodate the Borough, the segment of interceptor sewer between the Miller Avenue Siphon and Manhole No. 7 was increased in diameter from ten inches (10") to twelve inches (12"). In addition, the segment of interceptor sewer between Manhole No. 7 and Manhole No. ~~4~~⁵¹ was increased in diameter from eight inches (8") to ten inches (10").

(C) The Borough has prepared plans and specifications for the sanitary sewer system to serve the residents of the Borough. The project involves not only collector sewers, but also a five hundred seventy-five thousand (575,000) GPD (peak flow) pump station and force main. The Borough's project, described in plans and specifications approved by PADER in Sewerage Construction Permit No. 1082405, call for connecting the discharge end of the Borough's force main into Manhole No. ~~57~~⁵¹.

ARTICLE II CONSTRUCTION COST REIMBURSEMENT

(A) The Township's plans and specifications incorporate the unit price method of bidding under which the unit prices of various pipe depths and pipe diameters will be quoted by the successful bidder (s). The unit prices quoted by the successful bidder (s) will be utilized to calculate the incremental increase in cost incurred by the Township in providing the larger diameter interceptors identified in Article I above. If, for any reason, sufficient unit price information is not collected to complete part or all of these calculations, then mutually agreeable engineering cost estimates will be employed.

(B) The cost calculated in Article II, Section (A) above will be surcharged by twenty percent (20%) to cover legal, financial and engineering costs associated with project development.

(C) The cost calculated in Article II, Sections (A) and (B) above will be reduced by the prorata share of any grant-in-aid monies that the Township received from higher levels of government that are applicable to subject interceptor sewer segments.

(D) The Borough's share of the Township's construction costs will be calculated at the time bids are received and actual construction commences. The Borough will pay the Township a lump sum amount equal to the amount computed above on or before the date that actual connection is made to the Township's sanitary sewer system. If the Borough does not connect to the Township's sanitary sewer system within one (1) year after completion of construction of the critical interceptor sewer segments, then an interest payment of nine percent (9%) per year on the principal amount will be added to the amount calculated above, through to the time that the Borough makes payment for its share of the construction cost.

ARTICLE III
OPERATIONAL CONSIDERATIONS

(A) The Township will maintain the above identified critical interceptor sewer segments as part of its sanitary sewer system. The Township and Borough will share in the costs of maintenance, repair and/or replacement of the critical interceptor sewer segments in proportion to the percentage of the flow the Township and the Borough contribute to the critical interceptor sewer segments.

(B) The Borough agrees to, at all times, limit its peak rate of discharge to the Township sanitary sewer system to a rate of five hundred seventy-five thousand (575,000) GPD.

ARTICLE IV
MISCELLANEOUS CONSIDERATIONS

(A) In the event of any dispute between the parties to this Agreement arising out of the interpretation of this Agreement or any matters herein set forth or pertaining to the same, except any matter pertaining to the establishing of the rates, then any such dispute shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927, P. L. 381, and in such case three (3) arbitrators shall be appointed, one (1) by the Borough, one (1) by the Township and the third by the two (2) selected, and the decision of the majority thereof shall be binding and conclusive upon the parties. Upon the refusal of either party to appoint an arbitrator upon ten (10) days written notice to do so, the other party may apply to the Court of Common Pleas of Mercer or Butler County, Pennsylvania for the appointment of a second arbitrator, and the person so appointed shall, for all purposes, be deemed to be the arbitrator appointed by such other party. In the event the two (2) arbitrators appointed by the parties or by the Court, as case may be, shall fail to affect the appointment of a third arbitrator within two (2) weeks following the appointment of the second arbitrator, either party to this Agreement may likewise apply to said Court for the appointment of said third arbitrator. The arbitrators' decision shall be rendered in writing within forty-five (45) days from the appointment of the last arbitrator, and the cost of any such arbitration shall be equally borne by the parties hereto.

(B) The Authority shall have all of the obligations, rights, responsibilities and benefits of the Township and/or the Borough under this Agreement in the event that the Authority takes over the operation of either or both of the

Township's or Borough's portion of the Authority's sewer system upon default by either the Township or the Borough under its respective Lease with the Authority dated _____, 1986, its respective Guaranty Agreement dated _____, 1986, securing the Authority's issuance of its guaranteed Sewer Revenue Bonds, Series of 1986.

(C) This Agreement shall continue for a term of forty-five (45) years from March 18, 1985, or until terminated sooner by written agreement of all parties.

Attest -
Linda J. Wagner
Secretary

SEAL

Attest: -

Secretary

SEAL

Attest: -

Secretary

SEAL

BOROUGH OF HARRISVILLE

By Oran G. Falv
Council President

THE TOWNSHIP OF PINE

By _____
Supervisor

By _____
Supervisor

By _____
Supervisor

PINE-HARRISVILLE AUTHORITY

By _____
Chairman