

RESOLUTION NO. 2016-68

RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A SANITARY SEWER INTERCONNECTION AGREEMENT BETWEEN THE TOWNSHIP OF RADNOR AND THE TOWNSHIP OF LOWER MERION

WHEREAS, Radnor Township (“Radnor”) and Lower Merion Township (“Lower Merion”) entered into a Sanitary Sewer Interconnection Agreement dated September 29, 1947 which provided for collection and treatment of domestic sewage along County Line Road in both Radnor and Lower Merion; and

WHEREAS, Radnor and Lower Merion entered into an amended Sanitary Sewer Interconnection Agreement on November 17, 1980 providing for additional sewage flows from Radnor into the Lower Merion collection system; and

WHEREAS, Radnor and Lower Merion now desire to provide for additional sanitary sewer collection and treatment from each Township’s respective sanitary sewer system.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby approve the Sanitary Sewer Interconnection Agreement between Radnor and Lower Merion, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 18 day of July, 2016.

RADNOR TOWNSHIP

By:



Name: Philip M. Ahr

Title: President

ATTEST:



Name: Robert A. Zienkowski

Title: Township Manager/Secretary

SANITARY SEWER CONNECTION AGREEMENT

AGREEMENT made this ^{1st} day of *August*, 2016, by and between TOWNSHIP OF RADNOR, a Home Rule Municipality under the laws of the Commonwealth of Pennsylvania (hereinafter called "Radnor"), party of the first part, and TOWNSHIP OF LOWER MERION, a Township of the First Class under the laws of said Commonwealth (hereinafter called "Lower Merion"), party of the second part:

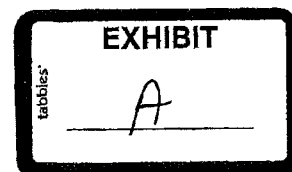
WITNESSETH

WHEREAS there are certain small watersheds in Radnor which abut and drain into Lower Merion where it is not convenient for Radnor to provide sanitary sewer outlets while the sewer system of Lower Merion has or may in the future provide available pipes for the drainage of these areas; and

WHEREAS there are certain small watersheds in Lower Merion which abut and drain into Radnor where it is not convenient for Lower Merion to provide sanitary sewer outlets while the sewer system of Radnor has or may in the future provide available pipes for the drainage of these areas; and

WHEREAS Radnor and Lower Merion have been willing to accept into their respective sanitary sewer systems sewage from the adjoining areas of the other, and initially entered into an agreement to do so dated September 29, 1947 (the "Initial Agreement"); and

WHEREAS, the Initial Agreement was amended by agreement dated November 17, 1980 to add an additional location (Matsonford Road) from which Lower Merion was willing to accept sewage and to provide that Lower Merion would be compensated for sewage treatment from that location at the rates normally charged to other Lower Merion residents.



NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter set forth, the parties hereto, each intending to be bound hereby, agree that the prior agreements of the parties with respect to the acceptance into their respective systems of sanitary sewage flow are hereby amended in their entirety to provide as follows:

1. Lower Merion agrees to accept into its sanitary sewer system all domestic sewage from all buildings now erected or hereafter to be erected in the aforesaid watersheds of Radnor which abut on the line dividing Lower Merion from Radnor at such points as may be found necessary, subject to the approval of both parties hereto. ("Radnor Connections")

2. Radnor agrees to accept into its sanitary sewer system all domestic sewage from all buildings now erected or hereafter to be erected in the aforesaid watersheds of Lower Merion which abut on the line dividing Radnor from Lower Merion at such points as may be found necessary, subject to the approval of both parties hereto. ("Lower Merion Connections")

3. The parties hereby ratify and confirm that the existing Radnor and Lower Merion Connections into their respective systems have heretofore been approved by both parties.

4. Radnor Township has approved a development project submitted by Villanova University which will result in an additional 240,000 gallons per day of sewage flow requiring an additional 600 EDUs of capacity (240,000 GPD/400 GPD/EDU) and has requested Lower Merion's approval to accept that flow. Lower Merion agrees to accept that additional sewage flow upon approval by the Lower Merion Township Engineer and upon approval by the DEP of a revised plan pursuant to the Pennsylvania Sewage Facilities Act 537.

5. It is mutually understood and agreed that no storm, surface or ground water, silt, or other materials liable to form deposits or create obstructions will be permitted to enter the sewer system of either party hereto.

6. It is mutually understood and agreed that in the construction of sewers along County Line Road "Y" branches shall be installed for house connections on each side of said Road at the points specified by the proper official of each Township.

7. It is mutually understood and agreed that the construction of any sewer along County Line Road under ordinance shall be by joint action of Radnor and Lower Merion and that the cost of such sewer shall be assessed equally against properties on each side of said Road.

8. Radnor agrees that all Radnor Connections to the Lower Merion sewer system shall be subject to the existing agreement between Lower Merion and the City of Philadelphia, dated May 20, 1992, and if the City of Philadelphia should at any time object to the admission of sewage from Radnor as an alleged violation of its agreement with Lower Merion, Radnor will as promptly as possible thereafter disconnect its sewers from the Lower Merion system.

9. Lower Merion agrees that all Lower Merion Connections to the Radnor sewer system shall be subject to the existing Radnor-Haverford-Marple Sewer Authority (RHM) agreement as amended from time to time.

10. Each of the parties hereto agrees to indemnify the other for any loss sustained by admission of sewage of the other which may make its own sewers inadequate for draining the area for which they were intended.

11. Nothing in this agreement shall be construed to require either party to construct extensions of its sewer system to provide outlets for the use of the abutting watershed of the other.

12. The right of inspection of the sewers and connections being constructed or to be constructed, in the abutting watersheds, to insure compliance with the terms of this agreement, is hereby granted to each of the parties hereto.

13. Each of the parties agrees to pay to the other as consideration for using its sewer system, 95% of all sewer rentals legally chargeable by the sending municipality against each building discharging sewage into the sewer system of the other. Sewer rental charges in Radnor are currently based upon gallons of water used (currently 5.90/1000gallons, but subject to amendment), which is metered by Aqua Pa. and reported to Radnor. Sewer rental charges in Lower Merion shall be based upon the maximum rate scale used for like services throughout Lower Merion Township. Payments based upon the amounts of sewer rentals received shall be made annually within 30 days after the termination of the discount period, and payments based upon the balance of the rentals, without penalties, legally assessable for the year then ending, or any portion thereof, whether collected or not, shall be made on or before the thirty-first day of December of each year.

14. Each of the parties agrees to pay to the other for each new connection 100% of the connection/tapping fee charged by the receiving municipality for each EDU at the same rate charged for like connections by the receiving municipality in the sewer district of the receiving municipality where the connection is being made. Payment of such tapping or connection fees shall be made by the property owner directly to the receiving municipality and shall be verified by the sending municipality prior to connection.

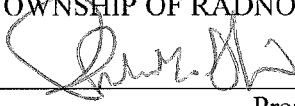
15. Should circumstances arise which seriously alter the relationship between the rentals received and the cost of maintenance of the sewers, or the disposal of the sewage, or if either party is subject to an order by the Pa. Dept. of Environmental Protection affecting the cost of sewer facility maintenance or sewage disposal, either party hereto may upon request to the other reopen the matter of the mutual payments to be made hereunder. In the event the parties are unable to agree on an equitable settlement of the matter, the question shall be determined by

arbitrators, one to be appointed by each of the parties, and the third to be selected by the two so appointed, and the decision of the arbitrators shall be final and binding upon the parties.

16. This agreement may be terminated only by mutual consent of both parties expressed in writing.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed on the day and year first above written.

TOWNSHIP OF RADNOR

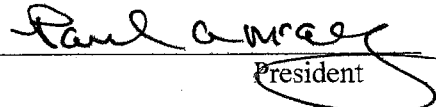
By:  _____
President

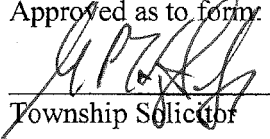
Approved as to form:

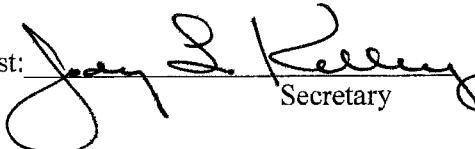
Township Solicitor

Attest:  _____
Secretary

TOWNSHIP OF LOWER MERION

^{EM} By:  _____
President

Approved as to form:
 _____
Township Solicitor

Attest:  _____
Secretary