

**COUNCIL OF THE MUNICIPALITY OF  
MURRYSVILLE**

**September 15, 2021  
7:00 p.m.**

**REGULAR VOTING MEETING  
AGENDA**

1. Call to Order
2. Roll Call/Voting Order/Pledge of Allegiance
3. Announcement of Unlisted Amendments
4. Consent Calendar Items
  - A. Accounts Payable
  - B. Cash Investments and Transfers
  - C. Approval of September 1, 2021 Minutes
5. Comments by Mayor Synan
6. Comments by the Chief Administrator
7. Community Input
8. Liaison Comments and Committee Reports

**WORKSHOP ITEMS**

9. Administration
10. Engineering
11. Community Development
12. Public Works and Parks

**COUNCIL ACTION ITEMS**

13. Administration
  - A. Consider appointment of Donald McMahon to the Library Board to fill an unexpired term ending December 31, 2021.

B. Consider appointing Hoffman Boarding Kennels as dog-control officer for the Municipality of Murrysville for a two term.

C. Consider approval of the sale of two police motorcycles to Mechanics Plus Towing and Transport in the amount of \$19,900.

14. Community Development

A. Consider authorization to advertise Ordinance # 1047-21, an Ordinance accepting a storm water easement in the Bianca Rose Plan of lots.

15. Engineering

A. Consider reduction of the sequestered fund amount being held for the required improvements at the Bella Molise Development in the amount of \$108,872.70.

16. Public Works and Parks

17. Old Business

18. New Business

19. Executive Session

-Legal/Personnel

20. Action Items

21. Adjournment

**PROPOSED AMENDMENT TO THE SEPTEMBER 15, 2021 COUNCIL  
AGENDA**

**EMERGENCY AMENDMENT TO THE INTERMUNICIPAL SERVICE AGREEMENT**

This Emergency Amendment to the Intermunicipal Service Agreement is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between:

**FRANKLIN TOWNSHIP MUNICIPAL SERVICE AUTHORITY**, a municipal authority organized and existing under the Municipalities Authorities Act of 1945, as amended, with its principal office at 3001 Meadowbrook Road, Murrysville, PA 15668 in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, hereinafter called “**FTMSA**”;

**AND**

**MUNICIPAL AUTHORITY OF WASHINGTON TOWNSHIP**, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended, with its principal office at 283 Pine Run Church Road, Apollo, PA 15613 in the Township of Washington, County of Westmoreland and Commonwealth of Pennsylvania, hereinafter called “**MAWT**”;

**AND**

**MUNICIPALITY OF MURRYSVILLE**, a political subdivision of the Commonwealth of Pennsylvania with its principal office at 4100 Sardis Road, Murrysville, PA 15668 in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, hereinafter called “**MURRYSVILLE**”;

**AND**

**TOWNSHIP OF WASHINGTON**, a political subdivision of the Commonwealth of Pennsylvania with its principal office at 285 Pine Run Church Road, Apollo, PA 15613 in the Township of Washington, County of Westmoreland and Commonwealth of Pennsylvania, hereinafter called “**TOW**”;

**AND**

**KISKI VALLEY WATER POLLUTION CONTROL AUTHORITY**, a municipal authority organized and existing under the Municipalities Authorities Act of 1945, as amended, with its principal office at 1361 School Road, Leechburg, PA 15656, in the Township of Allegheny, County of Westmoreland and Commonwealth of Pennsylvania, hereinafter called “**KISKI AUTHORITY**”;

**AND**

**JANET L. HOLLERAN and RONALD KING**, with a mailing address of 430 Ridge Run, Blue Bell, PA 19422, hereinafter collectively called “**HOLLERAN**”.

**WITNESSETH, THAT:**

**WHEREAS**, FTMSA, MAWT, MURRYSVILLE, TOW and KISKI AUTHORITY entered into an Intermunicipal Service Agreement dated March 18, 2019 (hereinafter referred to as “Service Agreement”) generally regarding that certain properties lying and situate within the geographical boundaries of the Municipality of Murrysville, (hereinafter referred to as “Murrysville Customers”) be required and/or afforded the opportunity to connect to a public sanitary sewer system owned and operated by MAWT and designated as the Pucketa Creek, Upper Pine Run, Pine Run Sanitary Project, (hereinafter referred to as “Sewer System”); and

**WHEREAS**, the Service Agreement contemplated and provided for a limited number of Murrysville Customers to connect to the Sewer System on account of, *inter alia*, the geographical location of the Murrysville Customers and the organizational documents of Kiski Authority; and

**WHEREAS**, Holleran owns property in the Municipality of Murrysville by virtue of that certain Indenture dated January 7, 1995 and recorded in the Records Office in and for Westmoreland County, Pennsylvania in Deed Book Volume 3500, Page 542, and identified by the Westmoreland County Tax Mapping Department as Parcel 49-04-00-0-006, (hereinafter referred to as “Property”); and

**WHEREAS**, the Property, while not originally listed and provided for in the Service Agreement, is contiguous to the area of the Municipality of Murrysville that was provided for in said Service Agreement; and

**WHEREAS**, Holleran desires to have public sewage service to the Property because of various and significant environmental failures in connection with the on lot sewage system servicing the Property; and

**WHEREAS**, the Parties hereto do agree to permit the Property to connect to the Sewer System and do desire to reduce their agreement to writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter contained and with the intent to be legally bound hereby, the Parties hereto do agree as follows:

1. The Preambles as set forth aforesaid are incorporated herein by reference as though the same were set forth herein at length.

2. In consideration of permitting Holleran to connect the Property to the Sewer System, Holleran agrees to pay to MAWT the following sums:

- a. The sum of EIGHTEEN THOUSAND FOUR HUNDRED THIRTY (\$18,430.00) AND NO/100 DOLLARS to perform the construction to connect the Property to the Sewer System;
- b. The sum of SIXTEEN THOUSAND SIX HUNDRED EIGHT (\$16,608.41) AND 41/100 DOLLARS representing the full tapping fee and inspection fee;
- c. The sum of EIGHT HUNDRED FIFTY-ONE (\$851.00) AND NO/100 DOLLARS for the Kiski Authority capacity fee;
- d. The estimated sum of ONE THOUSAND (\$1,000.00) AND NO/100 DOLLARS for engineering fees incurred by MAWT;
- e. The sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) AND NO/100 DOLLARS for legal fees incurred by MAWT;

f. The sum of ONE THOUSAND NINE HUNDRED FORTY-THREE (\$1,943.00) AND NO/100 DOLLARS to MAWT for administration expenses per MAWT Resolution.

3. Thus, the total sum owed to MAWT by Holleran is: FORTY THOUSAND THREE HUNDRED THIRTY-TWO (\$40,332.41) AND 41/100 DOLLARS.

4. Upon execution of this Agreement by all Parties hereto, upon MAWT's receipt of the monies as required and set forth in Paragraph 2, and upon receipt of all necessary permits, MAWT will cause the work to make the sewage connection to be performed forthwith.

5. In the event the final costs for engineering and legal fees are less than the amount indicated in Paragraph 2, the excess will be refunded to Holleran. In the event the estimated amounts for engineering and legal fees set forth in Paragraph 2 are understated, then Holleran agrees to pay the difference to MAWT upon invoice.

6. Following connection of the Property to the Sewer System, FTMSA will invoice Holleran for operation and maintenance fees and sewage pumping fees as invoiced by MAWT to FTMSA per the Service Agreement and Amendments thereto. In the event there are additional charges lawfully imposed in the future by FTMSA and/or MAWT, or their successors and assigns, Holleran hereby agrees to pay the charges appropriately.

7. FTMSA will invoice Holleran for sewage treatment fees as invoiced by KISKI AUTHORITY per the Service Agreement and Amendments thereto. In the event there are additional charges lawfully imposed in the future by KISKI AUTHORITY, or their successors and assigns, Holleran hereby agrees to pay the charges appropriately.

8. Except to the extent inconsistent with this Agreement, the Service Agreement and all Amendments thereto shall remain in full force and effect, unaltered.

9. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors and assigns and shall not be altered except by express written agreement executed by all Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed the date opposite said Party's signature, the same having been authorized according to law. The date of this Agreement shall be the date executed by the first of the Party hereto.

ATTEST:

FRANKLIN TOWNSHIP  
MUNICIPAL SANITARY AUTHORITY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

MUNICIPAL AUTHORITY OF  
WASHINGTON TOWNSHIP

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

MUNICIPALITY OF MURRYSVILLE

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President of Council

APPROVING:

\_\_\_\_\_  
Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Supervisor

ATTEST:

KISKI VALLEY WATER POLLUTION  
CONTROL AUTHORITY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman