

**WATER SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made on this 14<sup>th</sup> day of June, 2004, between and among Ross Township, a political subdivision of the Commonwealth of Pennsylvania, County of Allegheny, having its principal offices located at 1000 Ross Municipal Drive, Pittsburgh, Pennsylvania 15237 (hereinafter "Ross")

AND

The Pittsburgh Water and Sewer Authority, a body corporate and politic situated in the Commonwealth of Pennsylvania, having its principal offices located at 441 Smithfield Street, Pittsburgh, Pennsylvania 15222 (hereinafter "the Authority")

AND

Patrick J. Kirby, an individual having an address at 1450 Cliffview Road, Pittsburgh, Pennsylvania 15212 (hereinafter "the Developer").

WITNESSETH:

WHEREAS, the Developer owns certain land within Ross Township, Allegheny County, Pennsylvania, known and designated as the Kirby Plan of Lots No. 2 and the Kirby Plan of Lots No. 3 (the "Plans") and is about to conduct the improvements of said Plans for development purposes; and

WHEREAS, the Developer and Ross wish to secure the supply of pressure water for the residences to be constructed in the Plan; and

WHEREAS, the Authority owns, operates and maintains a public water distribution system and is engaged in the business of supplying water for ordinary uses within the City of Pittsburgh and nearby areas, including Ross Township;

WHEREAS, the Developer will secure the necessary rights-of-way and will enter into a construction contract for the installation of water lines to serve the Plan; and

WHEREAS, the Authority is willing to assume responsibility for maintenance and repair of the water lines and to serve the aforementioned Plan and the homes to be constructed therein with pressure water on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Design and Specifications. The Developer, at its own cost and expense, shall retain qualified engineers to prepare the necessary plans and specifications for the

construction and installation of the water lines within the Plan and for the connection of those lines with the Authority's trunk line. The Developer shall coordinate the design with the Authority and Ross and shall obtain the Authority's written approval of the design and the specifications prior to commencing installation of the water lines.

2. Rights-of-Way.

a. The Developer, at its own cost and expense, shall obtain rights-of-way for lines connecting water lines within the Plan to the Authority's trunk lines. The rights-of-way to be secured by the Developer must be acceptable to the Authority and to Ross. The Developer shall contract for the rights-of-way using agreements approved by the Authority and Ross. The rights-of-way shall give the Developer the right to construct and the Authority the right to operate, maintain, repair, remove and rebuild the water lines.

b. The Developer shall convey to the Authority, through an agreement or agreements acceptable to the Authority, rights-of-way acceptable to the Authority for the maintenance, repair, removal and rebuilding of water lines within the Plan.

3. Construction and Installation. The Developer, at its own cost and expense, shall install the necessary water lines from the Authority's trunk line to the dwelling houses constructed or to be constructed by the Developer within the Plan, and shall construct these service lines (i) within the rights-of-way approved by the Authority; (ii) in accordance with the plans and specifications approved by the Authority, attached hereto as Exhibit "A"; and (iii) in accordance with the rules, regulations and policies of the Authority.

4. Performance Bond. The Developer, at its own cost and expense, shall secure from a surety acceptable to the Authority a performance bond in an amount sufficient to accomplish the installation and construction of the water lines in accordance with the plans and specifications approved by the Authority..

5. Tap-In Fees. The Developer, at its own cost and expense, shall pay for each connection the tap-in fee established by the Authority at the time of making the tap for each dwelling to be serviced.

6. Conveyance of Water Lines. The Developer will assign and convey to the Authority all of its right, title and interest in and to the water lines installed pursuant to this Agreement by means of a conveying instrument acceptable to the Authority.

7. Maintenance of Water Lines. Following the conveyance of the water lines, the Authority will maintain and repair the lines in accordance with its then existing standards.

8. Extension of Water Lines. It is understood and agreed among the parties to this Agreement that the Authority may, at some time in the future, extend its water lines from the water lines constructed pursuant to this Agreement without being liable or responsible to the Developer in any way.

9. Authority Rates, Rules and Regulations. The Developer and Ross agree that the right to water service from the water lines constructed under the terms of this Agreement shall at all times be subject to the rates and the rules and regulations of the Authority.

10. Indemnification. To the fullest extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Authority and Ross and their respective employees, agents, and consultants ("Indemnitees") from and against any and all claims, demands, causes of action, judgments, damages and costs, including attorneys' fees and costs of defense (hereinafter "Claims and Damages") arising out of or relating to the design and construction of the water lines contemplated by this Agreement, including but not limited to any repair costs and any incidental or consequential damages incurred by the Indemnitees due to any failure of the Developer to have the water lines or their connection to the Authority trunk line installed and constructed in accordance with that degree of care and skill customary to the field or in accordance with the plans and specifications approved by the Authority. The defense and indemnification obligations accepted by the Developer under this paragraph 10 exist regardless of whether such Claims and Damages are caused or allegedly caused in part by the Indemnitee(s), it being the intent of the parties that the Developer shall indemnify the Indemnitees against their own negligence. Provided, however, that the Developer shall have no obligation to defend or indemnify the Indemnitees against their sole negligence or willful misconduct.

11. Insurance. Prior to the beginning of any construction contemplated by this Agreement, the Developer shall deliver to the Authority certificates of insurance policies issued by insurance companies acceptable to the Authority, evidencing the following coverages:

Commercial General Liability	\$1 million per occurrence and in the aggregate
Automobile Liability	\$1 million per occurrence and in the aggregate

The Developer's policies shall identify the Authority and Ross as additional insureds and shall be specifically endorsed as primary/non-contributory to any coverage carried by the Authority or Ross. The Developer's policies shall also require thirty (30) days' prior written notice to the Authority of any cancellation, amendment, or non-renewal of the policies.

Either the Developer or its contractor(s) shall secure and, prior to commencing construction of the water lines, provide the Authority with a certificate evidencing builder's all risk insurance in the amount of \$1 million covering all risk of physical loss or damage to the Authority trunk line and related facilities. The Developer will require its contractor(s) for the water lines to provide reasonable and customary amounts of commercial general liability and automobile liability insurance coverage, and its professional consultants to provide reasonable and customary amounts of commercial general liability, automobile liability, and professional liability insurance coverage. Prior to the beginning of any construction contemplated by this Agreement, the Developer shall provide the Authority with copies of the insurance certificates provided to the Developer by the Developer's contractors and consultants in connection with the design or the construction of the water lines.

12. The Developer to Sustain All Losses. The Developer will sustain all losses or damages arising out of the construction of the water lines contemplated by this Agreement and their connection with the Authority trunk lines, including any unforeseen obstructions or difficulties that may be encountered in the performance of the construction or from the action of the elements or for any other cause whatsoever.

13. Governing Law/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles. All claims that are made by any party hereto against another that are related to this Agreement may be commenced and prosecuted only in the Court of Common Pleas of Allegheny County, Pennsylvania.

14. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Developer may not assign or transfer its rights hereunder without the prior written consent of the Authority and of Ross.

15. Amendment. Neither this Agreement nor any term thereof may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.

16. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and shall supercede all prior understandings and agreements between and among the parties with respect to such subject matter.

17. No recording. No party hereto shall file or attempt to file this Agreement of record.

18. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

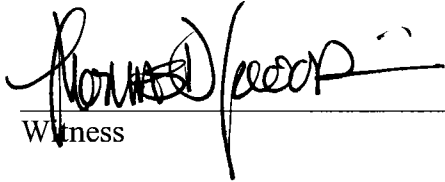
19. Headings. Paragraph headings in this Agreement are for reference only and do not constitute part of the substance of the Agreement.


20. Representations. The parties hereto represent that: (a) they have read the Agreement; (b) they have the requisite power and authority to enter into this Agreement; (c) any and all authorizations for the execution and delivery of this Agreement have been duly obtained and issued; and (d) this Agreement constitutes a legal, valid and binding obligation on each of the parties hereto.

21. Authorizing Resolutions. This Agreement is entered into by Ross pursuant to their April 14, 2003 public meeting. This Agreement is entered into by the Authority pursuant to Resolution No. 96 of 2004, adopted at a meeting of its Board on August 1, 2003.

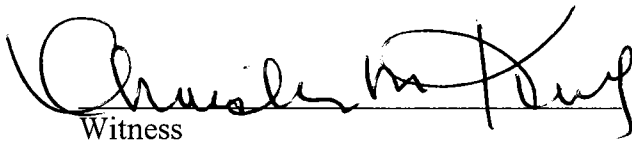
IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Ross Township

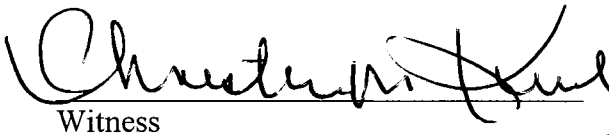
  
Witness

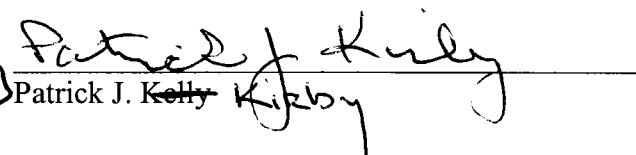
By:   
Name: Peter A. Ferraro  
Title: President, Board of Commissioners

The Pittsburgh Water and Sewer Authority

  
Witness


By: Patrick J. Kirby  
Name: Patrick J. Kirby  
Title: Mayor

  
Witness

  
Patrick J. ~~Kelly~~ Kirby

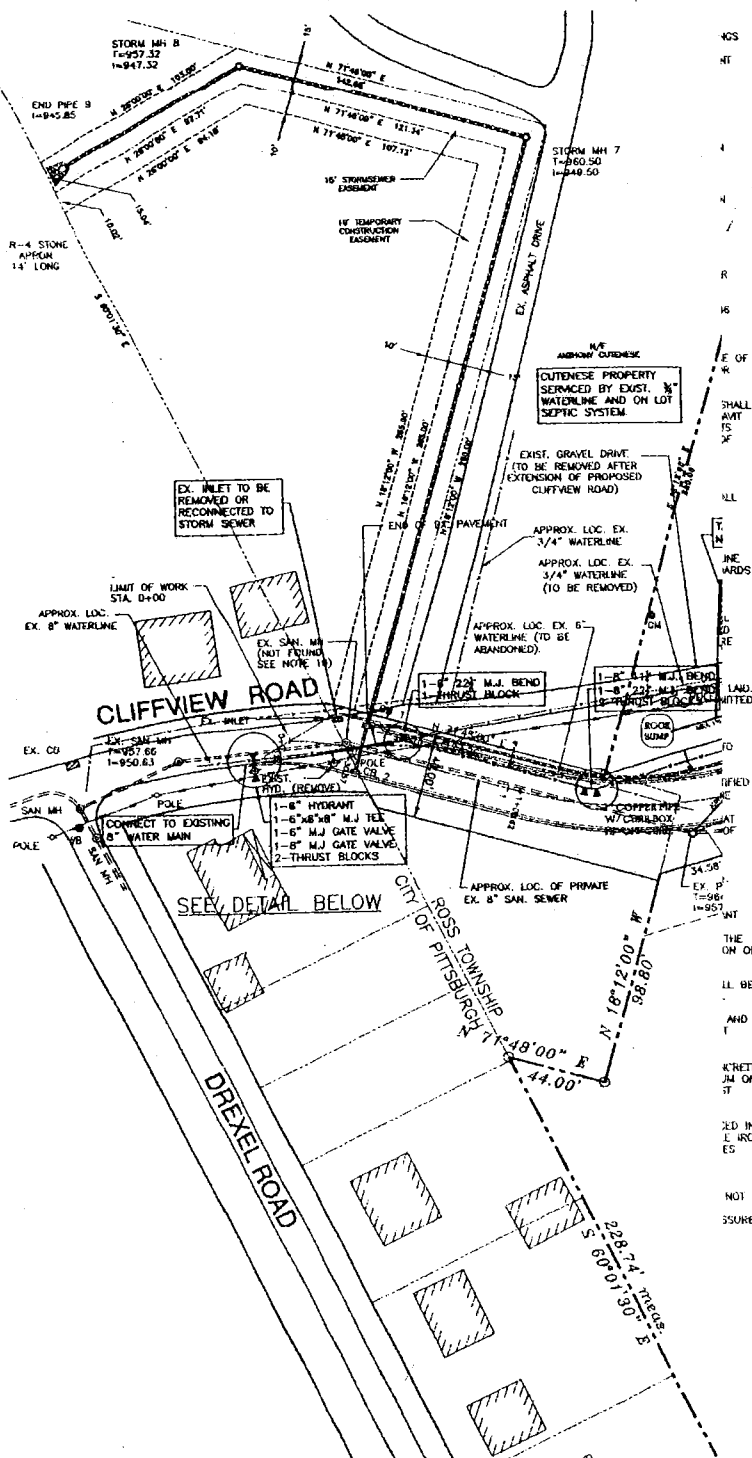
The Pittsburgh Water and Sewer Authority

  
Witness

By:   
Name: Gregory F. Tutsock  
Title: Executive Director  
October 1, 2004

**EXHIBIT “A”**

**APPROVED PLANS AND SPECIFICATIONS**



# R8 Attach A

ALL WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE PITTSBURGH WATER AND SEWER AUTHORITY, AND THE CITY OF PITTSBURGH CURRENT GENERAL CONTRACT CONDITIONS, STANDARD SPECIFICATIONS FOR THE MATERIALS AND CONSTRUCTION, DATED NOVEMBER 1936, WITH SUPPLEMENTS THEREOF, USING CURRENT STANDARDS FOR CONSTRUCTION UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL FURNISH PWSA A PERFORMANCE BOND IN THE AMOUNT OF ONE HUNDRED (100%) OF THE PROJECT TOTAL CONSTRUCTION COST AND A WARRANTY BOND FOR THE GUARANTEE OF ALL CONSTRUCTION FOR A PERIOD OF TWO YEAR WARRANTY IN THE AMOUNT OF TWENTY-FIVE PERCENT (25%) OF THE TOTAL WATERLINE CONSTRUCTION COST. WARRANTY BOND BEGINS FROM THE DATE OF ACCEPTANCE OF COMPLETED WORK BY THE DIRECTOR OF THE PWSA. (NOTE: PWSA MUST BE NAMED ON SAID BONDS).

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL BUILDING, PLUMBING, OBSTRUCTION AND / OR STREET OPENING PERMITS, REQUIRED BY THE CITY OF PITTSBURGH, ROSS TOWNSHIP, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA.

THE ENGINEERING AND CONSTRUCTION DIVISION MUST BE NOTIFIED 48 HOURS IN ADVANCE OF ANY WORK TO BE DONE AND BE NOTIFIED 72 HOURS IN ADVANCE OF MATERIALS TO BE APPROVED AND / OR INSPECTED PRIOR TO CONSTRUCTION.

LIST OF MATERIALS AND SOURCE THEREOF, TOGETHER WITH WORK SCHEDULE TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT OF ENGINEERING AND CONSTRUCTION BEFORE CONSTRUCTION IS STARTED.

ALL MATERIALS MUST BE APPROVED BY THE PWSA AND ALL WORK DONE IN THE PRESENCE OF A PWSA INSPECTOR.

NIGHT WORK, CITY HOLIDAYS AND WEEKEND WORK THE CONTRACTOR SHALL NOT PERFORM ANY WORK DURING THE ABOVE PERIODS EXCEPT WHEN ORDERED BY THE DIRECTOR AND / OR AT THE REQUEST OF THE CONTRACTOR WITH THE APPROVAL OF THE DIRECTOR. WHEN THE CONTRACTOR IS GIVEN PERMISSION TO WORK DURING THESE PERIODS, HE SHALL PAY TO THE PWSA ALL LABOR AND MEAL COSTS INCLUDED BY THE CITY / PWSA EMPLOYEES AT THE RATE OF COMPENSATION DETERMINED BY THE DIRECTOR AND JOB CLASSIFICATION.

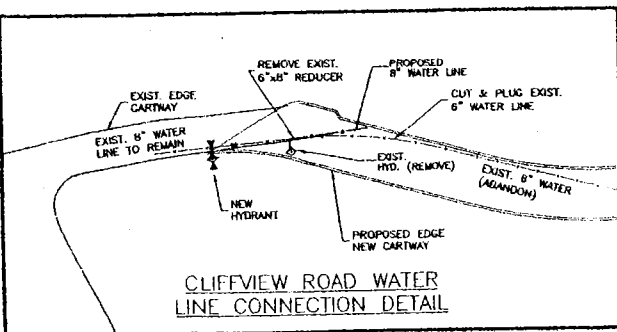
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ALL WATER BOXES AND MANHOLES AFTER PAVING IS COMPLETED. (NO ADDITIONAL PAYMENT).

MATERIAL REQUIRED TO REPLACE UNSUITABLE MATERIAL FOR STABILIZATION OF SUB-GRADE SHALL BE APPROVED BACK FILL MATERIAL. THE COMPOSITION AND METHOD OF COMPACTION SHALL CONFORM TO CURRENT CITY OF PITTSBURGH SPECIFICATIONS FOR SUB-BASE TREATMENT.

ALL OLD MATERIAL REMOVED UNDER THIS CONTRACT AND NOT TO BE RE-USED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MUST BE PROMPTLY REMOVED FROM THE SITE.

A COMPLETE AND ACCURATE HAND COPY MARKED IN RED INK SHOWING COMPLETED AS BUILT RECORDS AS TO THE LOCATION OF WATERLINE, VALVES, WYE BRANCH CONNECTIONS, STATIONS AND GRADES SHALL BE FURNISHED TO THE P.W.S.A. AT THE COMPLETION OF THE CONTRACT. CONTRACTOR SHALL SUBMIT A SET OF "AS-BUILT DRAWINGS", SHOW THE SYSTEM AS INSTALLED, INCLUDING ALL DEVIATIONS FROM BOTH THE PROJECT DRAWINGS AND THE APPROVED SHOP DRAWINGS. THE DRAWINGS SHALL BE PREPARED ON UNIFORM SIZE SHEETS NOT LESS THAN 24 INCHES BY 36 INCHES. SUBMIT WITHIN TWO WEEKS AFTER FINAL ACCEPTANCE TEST OF THE SYSTEM INCLUDING APPROVED ELECTRONIC MEDIA COMPATIBLE TO P.W.S.A. ELECTRONIC FILING SYSTEMS.

BURIED PIPE IDENTIFICATION MARKERS SHALL BE ELECTRONICALLY LOCATABLE BRIGHTLY COLORED PLASTIC TAPE DISPLAYING THE PRINTED NOTATION "WATER" SHALL BE LAID BETWEEN BACKFILLING LIFTS OVER THE PIPE NOT LESS THAN TWO FEET ABOVE THE PIPE NOR LESS THAN TWO FEET BELOW THE FINISHED GROUND SURFACE. IN NO EVENT SHALL THE TAPE BE MORE THAN FOUR FEET BELOW THE FINISHED SURFACE.



## PRIVATE WATER LINE CONTRACT

THE PITTSBURGH WATER AND SEWER AUTHORITY  
WATER LINE CONSTRUCTION CLIFFVIEW STREET  
THE KIRBY PLAN OF LOTS No. 2 - LOT 1

FROM THE CITY LINE TO 700' EAST OF CITY LINE, 27TH WARD, CITY OF PITTSBURGH, PENNSYLVANIA

SCALE AS NOTED  
DATE: 5-28-2003  
REV. 9-04-2003 &  
9-02-2003 (PWSA COMMENTS)

SHEET No.  
1 OF 2

ACCESSION No.  
CASE No.

FIELD DATA	DRAWN	SUPERVISOR
BY		
YOL		
CHECKED	INSPECTED	CKD.-CONST.
CALC. BOOK	PG.	

### REVISIONS

CHARACTER	DATE

PROJECT NO. 010144

**Resolution No. 96 of 2003**

**Providing for Agreement with  
Ross Township  
For  
Installation of Water, Sanitary and Storm Sewer Facilities  
In Connection with  
Development of Property Located in Ross Township**

**WHEREAS**, The Pittsburgh Water and Sewer Authority ("Authority") has a mutual interest in the installation of water, sanitary and storm sewer facilities necessary to the development of property owned and to be developed by P.J. Kirby ("Kirby") and other proposed development projects in the immediate area; and

**WHEREAS**, the scope of work ("Work") meets the requirements of the "Authority" and the objectives of Ross Township ("Ross") for future development in the immediate area that will be served by the "Work"; and

**WHEREAS**, "Authority" desires that the "Work" should be completed in a manner approved by the "Authority", by "Kirby" and "Ross", and that the cost of the "Work" shall be funded and paid for by "Kirby" and "Ross".

**NOW, THEREFORE, BE IT RESOLVED**, that the proper Officers of the Pittsburgh Water and Sewer Authority on behalf of said Authority, are hereby authorized and directed to enter into an agreement with Ross Township. Said agreement to be in a form approved by the Executive Director and the Solicitor.

**DULY ADOPTED AT A RESCHEDULED  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON AUGUST 1, 2003.**

  
\_\_\_\_\_  
Secretary



ARTICLES OF AGREEMENT

Between

CITY OF PITTSBURGH

And

BOROUGH OF SWISSVALE

Chas. A. Waldschmidt,  
City Solicitor,

and

Thomas M. Benner,  
First Asst. City Solicitor,  
513 City-County Bldg.,  
Pittsburgh, Pa.

Page 1  
Made and entered into this 1<sup>st</sup> <sup>(15<sup>th</sup>)</sup> day of

May, 1933, between the City of Pittsburgh and the Borough of Swissvale, to provide for the construction, maintenance and repairs of a Separate Branch Sewer through Frick Park from the dividing line between said City and Borough at Braddock avenue, to the existing Nine Mile Run Trunk Sewer, southwest of Trevanion avenue, and further providing for the maintenance, repairs and the payment to the City of the pro rata share of the cost of the Nine Mile Run Trunk Sewer, from a point southwest of Trevanion avenue, to the Monongahela River:

THEREFORE, THIS AGREEMENT WITNESSETH:

(a) That the City of Pittsburgh hereby grants the Borough of Swissvale the right to enter upon and to construct an 18" sewer through a portion of Frick Park, from the dividing line between the said City and Borough at Braddock avenue, to connect with the existing Nine Mile Run Trunk Sewer, southwest of Trevanion avenue, at their own expense and without cost to the City of Pittsburgh.

(b) The Borough of Swissvale agrees:

1. It will prepare and submit a contract plan for the construction of the sewer for the consideration and approval of the Director of the Department of Public Works of the City of Pittsburgh, and construct said sewer under the supervision of said Department of Public Works, in accordance with the Standard Specifications of the City. The sewer shall be of the separate type into which the drainage of storm water and ground water will not be permitted.

It will pay to the City Pittsburgh the sum of \$9,422.45 in four (4) installments with 6% interest on unpaid balances as follows: \$2,855.62 upon the execution of the agreement and the sum of \$2,855.61 in equal annual installments thereafter with 6% interest until the total amount of \$9,422.45, with interest, is paid.

3. It will repair and maintain the said branch connecting sewer across private property from the dividing line between the City of Pittsburgh and the Borough of Swissvale, to the Nine Mile Run Trunk Sewer, southwest of Trevanion avenue at its own expense and without cost to the City of Pittsburgh, and will from time to time as they accrue pay to the City of Pittsburgh its pro rata share, which is 6.6% of the costs of maintenance and repairs to the Nine Mile Run Trunk Sewer, from a point southwest of Trevanion avenue to the Monongahela river.

IN WITNESS WHEREOF, the parties to this agreement each, pursuant to proper ordinances and resolutions authorizing the same, hereto affix their respective seals duly attested by the proper officers the day and year first above written.

ATTEST:

CITY OF PITTSBURGH,

McStewart  
Mayor's Secretary.

By John S. Herron  
Mayor.

Leo Kirch  
Chief Clerk.

By Edward G. Lang  
Director, Department of Public Works.

ATTEST:

BOROUGH OF SWISSVALE,

Bern B. Caldwell  
Secretary of Council.

By Victor D. [unclear]  
President of Council.

Approved as to form:

Approved as to form:

Shirley [unclear]  
First Asst City Solicitor.

R. [unclear]  
Borough Solicitor.

TUS-1-R8 Attach B-

1932 MUNICIPALITY  
Swissvale Borough  
Nine mile Run Sewer

ORD # 324

Borough  
Sewer  
Lines

No. 324

AN ORDINANCE—Authorizing an agreement between the City of Pittsburgh and the Borough of Swissvale providing for the construction, maintenance and repairs of a Separate Branch Sewer through Frick Park, from the dividing line between the said City and Borough at Braddock avenue, to the existing Nine Mile Run Trunk Sewer, southwest of Trevanion avenue, and further providing for the maintenance, repairs and the payment to the City of the pro rata share of the cost of the Nine Mile Run Trunk Sewer, from a point southwest of Trevanion avenue, to the Monongahela river.

WHEREAS, the Borough of Swissvale is desirous of constructing an 18" Separate Branch Sewer through Frick Park, from the dividing line between the said City and Borough at Braddock avenue, to the existing Nine Mile Run Trunk Sewer, southwest of Trevanion avenue, for the purpose of carrying the separate drainage from the sewer system of the said Borough, to the Nine Mile Run City Trunk Sewer, and

WHEREAS, as the use of said sewer will be beneficial only to the Borough of Swissvale, the cost of construction, maintenance and repairs thereof shall be borne by the said Borough, and

WHEREAS, the City of Pittsburgh has heretofore, at its own cost, constructed the Nine Mile Run Separate Trunk Sewer extending from a point southwest of Trevanion avenue, to the Monongahela River, at a total cost of 142,764.44, and

WHEREAS, the pro rata share of the Borough of Swissvale of the cost of the construction of said Separate Trunk Sewer based on the area and the estimated future population of said Borough within the Nine Mile Run Drainage Basin is 6.6%, amounting to \$9,422.45. Now, Therefore

Section 1. Be it ordained and enacted

by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That the Mayor and the Director of the Department of Public Works, be and they are hereby authorized and directed to enter into an agreement on behalf of the City of Pittsburgh with the Borough of Swissvale, said agreement to be in the following form, to-wit:

#### ARTICLES OF AGREEMENT

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1932,

between the City of Pittsburgh and the Borough of Swissvale, to provide, for the construction, maintenance and repairs of a Separate Branch Sewer through Frick Park from the dividing line between said City and Borough at Braddock avenue, to the existing Nine Mile Run Trunk Sewer, southwest of Trevanion avenue, and further providing for the maintenance, repairs and the payment to the City of the pro rata share of the cost of the Nine Mile Run Trunk Sewer from a point southwest of Trevanion avenue, to the Monongahela River:

Therefore, This Agreement Witnesseth:

(a) That the City of Pittsburgh hereby grants the Borough of Swissvale, the right to enter upon and to construct an 18" sewer through a portion of Frick Park, from the dividing line between the said City and Borough at Braddock avenue, to connect with the existing Nine Mile Run Trunk Sewer, southwest of Trevanion avenue, at their own expense and without cost to the City of Pittsburgh.

(b). The Borough of Swissvale agrees:

1. It will prepare and submit a contract plan for the construction of the sewer for the consideration and approval of the Director of the Department of Public Works of the City of Pittsburgh, and construct said sewer under the supervision of said Department of Public Works, in accordance with the Standard Specifications of the City. The sewer shall be of the separate type into which the drainage of storm water and ground water will not be permitted.

2. It will pay to the City of Pittsburgh the sum of \$9,422.45 in four (4) instalments with 6% interest on unpaid balances as follows: \$2,355.62 upon the execution of the agreement and the sum of \$2,355.61 in equal annual instalments thereafter with 6% in-

210 SWISSVALE

20 NINE MILE RUN

ORDINANCE 324 of 1932

terest until the total amount of \$9,422.45, with interest, is paid.

3. It will repair and maintain the said branch connecting sewer across private property from the dividing line between the City of Pittsburgh and the Borough of Swissvale, to the Nine Mile Run Trunk Sewer, southwest of Trevanion avenue at its own expense and without cost to the City of Pittsburgh, and will from time to time as they accrue pay to the City of Pittsburgh its pro rata share, which is 6.6% of the costs of maintenance and repairs to the Nine Mile Run Trunk Sewer, from a point southwest of Trevanion avenue to the Monongahela River.

IN WITNESS WHEREOF, the parties to this agreement each, pursuant to proper ordinances and resolutions authorizing the same, hereto affixed their respective seals duly attested by the proper officers the day and year first above written.

CITY OF PITTSBURGH

By \_\_\_\_\_ Mayor.

Attest: \_\_\_\_\_  
Mayor's Secretary.  
By \_\_\_\_\_  
Director, Department of  
Public Works.  
\_\_\_\_\_  
Chief Clerk.

BOROUGH OF SWISSVALE

By \_\_\_\_\_

Attest: \_\_\_\_\_

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed, so far as the same affects this Ordinance.

Passed December 19, 1932.

Approved December 22, 1932.

Ordinance Book 45, Page 60.

**No. 325**

**A**N ORDINANCE—Levying and assessing taxes and water rents for the fiscal

year beginning January 1, 1933, and ending December 31, 1933, upon all property subject to taxation within the limits of the City of Pittsburgh.

Section 1. Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That for the purpose of providing sufficient revenue for the payment of the ordinary current expenses of said City, for the payment of interest on the funded and floating indebtedness of said City and of the constituent units constituting the present City of Pittsburgh, created prior to their annexation to or consolidation with said City, for the payment of the amounts required to be paid to the several sinking funds for the retirement at maturity of the outstanding indebtedness of said City and of the constituent units constituting the present City of Pittsburgh, created prior to their annexation to or consolidation with said City, due or to become due during the fiscal year beginning January 1, 1933, and ending December 31, 1933, and for the payment of other liabilities of said City due or to become due during the fiscal year beginning January 1, 1933, and ending December 31, 1933, the following taxes shall be and the same are hereby levied and assessed upon all property taxable for state, county and city purposes within the limits of said City, viz: Twenty and six-tenths (20.6) mills upon each dollar or two dollars and six cents (\$2.06) upon each one hundred (\$100.00) dollars of the assessed valuation of land and ten and three-tenths (10.3) mills upon each dollar, or one dollar and three cents (\$1.03) upon each one hundred (\$100.00) dollars of the assessed valuation of all buildings.

Section 2. The Board of Water Assessors shall assess water rents for the period from January 1, 1933, to December 31, 1933, inclusive:

**FOR EACH FAMILY USING FOR DOMESTIC PURPOSES**

One Room \_\_\_\_\_ \$ 1.50  
Each additional room except bathrooms 1.00

For each premise using for domestic purposes in addition to the above:

Sinks, slop sinks \_\_\_\_\_ each .75  
Spigots not otherwise specified \_\_\_\_\_ each .75  
Set Washstands, one in bathroom \_\_\_\_\_ Free  
Set Washstands, self-closing \_\_\_\_\_ each 1.00  
Set Washstands, other than self-closing \_\_\_\_\_ each 2.00

ORDINANCE NO 412

AN ORDINANCE OF THE BOROUGH OF SHARPSBURG, CITY OF PITTSBURGH, COMMONWEALTH OF PENNSYLVANIA, AMENDING AN UNNUMBERED BOROUGH OF SHARPSBURG ORDINANCE PASSED APRIL 25, 1929, AMENDING SECTION THREE(3) OF AN AGREEMENT INCORPORATED INTO SAID UNNUMBERED ORDINANCE; AGREEMENT ESTABLISHING CONDITIONS FOR THE EMERGENCY USE OF CITY OF PITTSBURGH BY THE BOROUGH OF SHARPSBURG.

WHEREAS, the Borough of Sharpsburg entered into an Agreement with the City of Pittsburgh concerning its water lines running through the Borough of Sharpsburg.

WHEREAS, said Agreement addresses the emergency use of City of Pittsburgh water by the Borough of Sharpsburg.

WHEREAS, the parties to this Agreement wish to clarify the emergency provision of this Agreement.

NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Council of the Borough of Sharpsburg, after proper public notice and advertisement and at a regularly scheduled meeting, it is hereby ORDAINED AND ENACTED by the authority of same that:

Section 1: Unnumbered Borough of Sharpsburg Ordinance passed April 25, 1929, continuing therein an Agreement between the Borough of Sharpsburg and City of Pittsburgh, specifically Section 3 of the Agreement is repealed in its entirety and amended to read as follows:

The Borough of Sharpsburg shall be permitted to use City of Pittsburgh water that runs through Pittsburgh conduit within the Borough of Sharpsburg, without costs to the Borough of Sharpsburg in case of emergency or failure of the Borough system whereby water cannot be supplied in sufficient quantity in case of fire. Emergency shall be defined to mean a breakage or failure in the water system and lines due to a sudden, unforeseen event necessitating immediate action, not including any periodic maintenance, renovation, rehabilitation or upgrading of the water lines or water system.

For any single emergency, the City shall supply the needed water to the Borough up to a maximum of thirty (30) days without charge. Any additional use of the water after thirty (30) days by the Borough, emergency notwithstanding shall be paid at the rate referred to herein by the Borough to the City as billed.

During the period of time in which the Borough shall take water from said City conduit, no water shall be taken into the Borough's lines from its own water system. Immediately upon the putting out of a fire, the use of City water shall be discontinued. In the case of emergency use, as defined above, repairs shall expeditiously be made. The Borough shall notify the City when the use of City water is needed. Any other water taken from said conduit by the Borough shall be paid for by the Borough at the City's current consumer rate in effect at the time of use.


Section 2: Repealer. All Ordinances, or parts of Ordinances in conflict with the provisions of this Ordinance, are hereby repealed.

Section 3: Severability. It is hereby declared to be the intention of the Borough of Sharpsburg that the several provisions of this Ordinance are separable. If any Court of competent jurisdiction shall declare any words, sentences, sections or provisions of this Ordinance to be invalid, such a ruling shall not affect any other words,

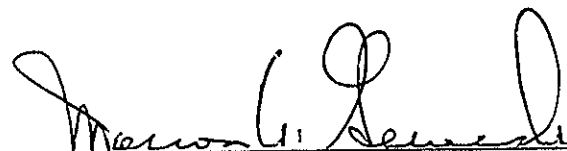
sentences, sections or provisions of this Ordinance not specifically included in the said ruling.

ORDAINED AND ENACTED into law this 17<sup>th</sup> day of August, 1982.

  
MARIANNE BURKARTH, Secretary

  
ROBERT GALLO, President  
of Council

Examined and approved by me this 17<sup>th</sup> day of August, 1982.

  
MARION GIRARDI, Mayor



AN ORDINANCE -- Authorizing the execution of a contract JUS-1-RB-Attach C  
City of Pittsburgh for the maintenance of a City of Pittsburgh  
Watermain in the Borough of Sharpsburg in lieu of contract  
between City of Allegheny and the Borough of Sharpsburg, as  
authorized by ordinance of the borough of Allegheny, approved  
June 3, 1895 and accepted by the City of Allegheny by ordinance  
approved June 1895; providing for the taxing of water from  
said main by the Borough of Sharpsburg, under certain conditions;  
and authorizing the settlement of the action of law brought by the  
City of Pittsburgh against the Borough of Sharpsburg.

WHEREAS--The City of Allegheny, which was annexed by the City of Pittsburgh on the first day of January, 1907, did enact an ordinance approved by the Mayor July 23, 1895, accepting the conditions of an ordinance of the Borough of Sharpsburg, approved by the burgess June 3, 1895, wherein the Borough of Sharpsburg granted the consent of said Borough to the City of Allegheny, its agents and employee, under certain terms and conditions therein set forth, to enter upon the streets of the Borough of Sharpsburg for the purpose of constructing a conduit for the supply of water to the said City, under the terms of which Ordinance and acceptance by the City of Allegheny the said conduit was constructed and has been maintained in the said Borough of Sharpsburg from thence hitherto; and,

WHEREAS--The City of Pittsburgh, which succeeds to the rights and liabilities of the City of Allegheny under said Ordinance and acceptance, entered suit against the Borough of Sharpsburg in the Court of Common Pleas of Allegheny County, Pa., at No. 1681 July Term, 1925, to recover a certain sum of money claimed to be due to the City of Pittsburgh from the Borough of Sharpsburg by reason of the taking of water from said conduit by said Borough of Sharpsburg; and,

WHEREAS--The City of Pittsburgh and the Borough of Sharpsburg have agreed to settle said and any claims the City may have against the Borough due to the taking of water for the Borough from said conduit until the present time, upon certain terms and conditions; now, therefore,

Section 1. be it ordained and enacted by the Burgess and Council of the Borough of Sharpsburg, and it is hereby ordained and enacted by the authority of the same: that the Solicitor of the City of Pittsburgh is hereby authorized and directed to take a consent verdict against the Borough of Sharpsburg in the sum of \$32,325.00, said verdict to be reduced to judgment and to be paid by the Borough of Sharpsburg to the City of Pittsburgh within four years from the date of the same, with interest at the rate of four per centum (4%) per annum, the judgment to be paid in equal annual installments on the first day of November, of each year.

Section 2. The terms and conditions under which the City of Allegheny constructed and maintained said conduit and the City of Pittsburgh maintained the same having through the process of time become unjust, the City of Pittsburgh and the Borough of Sharpsburg have agreed that the said terms and conditions shall be changed and shall be evidenced by a new contract, in writing, which contract the President of Council and the Burgess of the Borough of Sharpsburg, in behalf of said borough, are hereby authorized to execute and deliver, said contract to be in the following phraseology:

#### THIS AGREEMENT

MADE the 20th day of April A.D. 1929  
between the BOROUGH OF SHARPSBURG and the CITY OF PITTSBURGH  
both municipal corporations of the County of Allegheny and the  
Commonwealth of Pennsylvania, WITNESSETH:

FIRST. The terms and conditions of the Agreement between the City of Allegheny and the Borough of Sharpsburg, as evidenced by an Ordinance of said borough approved June 5, 1895, and accepted by the city of Allegheny by Ordinance approved July 23, 1895, are hereby annulled, and in lieu thereof the Borough of Sharpsburg and the City of Pittsburgh agree as follows:

1. The City of Pittsburgh be granted the right in perpetuity

17  
Borough of Sharpsburg for the purpose of taking water from the  
pumping stations of the City of Pittsburgh to the City of Pitts-  
burgh, and to maintain, repair and replace the same as the City  
of Pittsburgh, its proper officers and agents, may seem proper.

2. For the purpose of affording an opportunity for the Bor-  
ough of Sharpsburg to take water from said main as and when it shall  
be necessary under the terms of this Agreement, a battery of two  
meters, at the cost and expense of the Borough of Sharpsburg, shall  
be placed on the existing connection from said main to the distri-  
bution mains of the Borough on Eighteenth Street, said meters to  
be of the type to be approved by the Director of the Department of  
Public Works of the City of Pittsburgh before installation and the  
installation to be approved by him after the work is done.

3. The Borough of Sharpsburg shall be permitted to use said  
water supply from said conduit without cost to said Borough, in case  
of emergency caused by breakage or failure in its own system where-  
by water cannot be supplied in sufficient quantity from its own  
system or in case of fire. During the period of time in which the  
Borough shall take water from said conduit, no water shall be taken  
into the Borough's lines from its own water system. Immediately  
upon the putting out of said fire the taking of water from said  
conduit shall be discontinued; and in case of the breakage of the  
lines of the Borough's system or failure thereof, the repairs shall  
be made as expeditiously as possible. In case the Borough desires  
to take water from said conduit, notice shall forthwith be given  
to the Bureau of Water of the City of Pittsburgh. Any other water  
taken from said conduit by the Borough of Sharpsburg shall be paid  
for by said Borough under the same terms and conditions as other re-  
sident consumers of water in the City of Pittsburgh pay, at the  
current rates provided by Ordinance of the City of Pittsburgh, at  
the time said water is taken.

4. In case it shall become necessary for the City of Pittsburgh  
to enter upon the streets of the Borough of Sharpsburg for the pur-  
pose of making repairs or for the reconstruction of said conduit,  
the City of Pittsburgh shall immediately upon completion of same  
restore the surface of the said streets to the same condition they  
were before opening, and the streets shall not be entirely blockaded  
during said work unnecessarily; all of said work to be done under  
the supervision of the Street Committee of the Council of said  
Borough of Sharpsburg.

5. The City of Pittsburgh shall and will indemnify and save  
harmless the said Borough of Sharpsburg of and from all damages, loss  
or injury, either directly or indirectly, which are in anywise caused  
to or done either to the public or private property, easements or  
rights of said Borough, or to the persons, or corporations situate  
therein by reason of the location, construction, reconstruction,  
operation, and maintenance of the said conduit or removal or aband-  
ment of the same, and from all suits or actions in either law or  
equity, of, for or on account of the same, and from all costs and  
fees, including attorney's fees and expenses, arising therefrom.

This agreement executed on behalf of the Borough of Sharpsburg  
pursuant to authority conferred by Ordinance of Council approved  
\_\_\_\_\_, and recorded in Ordinance Book, Vol. \_\_\_\_\_, page \_\_\_\_\_  
and on behalf of the City of Pittsburgh pursuant to Ordinance of  
Council approved by the Mayor on \_\_\_\_\_, recorded in Ordinance  
Book, Vol. \_\_\_\_\_, page \_\_\_\_\_.

Borough of Sharpsburg

Attest:

Jean Nestor  
Asst. Borough Clerk (Signed)

By Edward S. Michalowski  
President of Council (Signed)

Walter F. Berner  
Purgess. (signed)

No. 28

An Ordinance.

Levying a tax on the owners of Dogs in the Borough of Sharpsburg.

Be it ordained and enacted by the Burgess and Town Council of the Borough of Sharpsburg and it is hereby ordained and enacted by the authority of the same that for the year One Thousand eight hundred and Ninety-five there be and is hereby levied and assessed upon the owners of all dogs kept or harbored in the borough of Sharpsburg a tax of One Dollar for each and every such dog, same tax to be collected in the same manner as the Borough taxes are collected.

Ordained and enacted into a law this 6th day of May A. D. 1895.

Attest: Chas. A. Clowes

(signed) Hugh Kennedy, Pres. of Council.

Now this 14th day of May A. D. 1895, the foregoing ordinance being duly presented to me for my approval is hereby approved.

(signed) M. E. Bethlers, Burgess.

No. 29.

An Ordinance.

Granting consent of the Burgess and Council of the Borough of Sharpsburg to the City of Allegheny its agents and employers to enter upon the streets of the Borough of Sharpsburg for the purpose of constructing a conduit for the supply of water to said city.

Sec. 1. Be it ordained and enacted by the Burgess and Council of the Borough of Sharpsburg and is hereby ordained and enacted by the authority of the same that consent is granted to the City of Allegheny its agents and employes to enter upon and construct a conduit for carrying water for the water supply of said City upon, under and across the streets and alleys of the Borough of Sharpsburg in accordance with plans and specifications prepared by Robt. Swan, Engineer, a copy of which is on file in the office of the Borough Clerk endorsed approved by Council the 3rd day of June 1895 signed Hugh Kennedy, President, Chas. A. Clowes, Clerk and also examined and approved the 3rd day of June 1895, M. E. Bethlers, Burgess, said consent being granted on the following conditions and the said right to be restricted in its exercise as hereinafter set forth.

#### Conditions.

1st. The City of Allegheny agrees to permit the Borough of Sharpsburg to attach its water system to said conduit and for that purpose the said City to supply and set the necessary stop gate or gates and make connections with 24" pipe at Eighteenth and Middle Streets, Gates and connections to be same sizes 24" main.

2nd. The Borough of Sharpsburg to be permitted to use said water supply from said conduit without costs to said Borough in case of emergency, such as breakage whereby water cannot be supplied in sufficient quantity from its own system or in case of extraordinary conflagration in the former case, repairs to be made within reasonable time, said city to furnish, put in and connect free of costs to said Borough with said Borough with said conduit (8) fire plugs with stop gate to each to be used as aforesaid by said Borough Keys for plugs to be in possession of Chief of Fire Department and water Superintendent only water to be used from said plugs that connect with Main line of conduit at discretion of said Chief of Fire Department and Supt. of water works in case of fire only. Said plugs to be located by Borough water Committee, water shall in no case be used from said conduit unless immediate notice is given to the water department of the City of Allegheny.

3rd. The City of Allegheny will at any future time, the Borough may desire, furnish the same Borough or other consumers within said limits so long as said franchise is enjoyed and its streets and property are occupied by said line or conduit with water the price of which shall be ninety (90%) of the rate now fixed by ordinance and charged by said Borough of Sharpsburg to its customers no charge to be made for water used from fire plugs.

Sec. 2. In the construction of the said conduit the said City of Allegheny its agents and employes shall

1st. Conform to all locations and grades of present and proposed sewer, water pipes and other sub-improvements upon said streets and alleys.

2nd. Cover said conduit to the depth of at least three and one half feet below the street grade.

3rd. Restore all streets fixtures and other property removed, injured changed or destroyed to as good condition as before and at time of construction of said line or when excavation was made and repair as aforesaid any property of said Borough damaged at any time hereafter as a consequence arising from the maintenance of said privilege or conduit and as a further condition of said above granted privilege said City of Allegheny agrees to pave from curb to curb with fire brick all the now paved streets or parts of streets traversed by said conduit all paving to be according to the standard specifications of Allegheny City now on file in the office of the City Engineer a certified copy of which specifications to be filed with copy of ordinance accepting the provisions of this ordinance provided that the streets or parts of streets over which the line of the Allegheny Traction Co. line passes in said Borough are not to be inclined in the conditions herein named arising from the maintenance of said privilege or conduit.

4th. During the construction of said conduit provide such measures and means that the traffic on streets upon which the line is located or which it crosses shall not be entirely blocked unless the City of Allegheny provides a suitable road for use during such time, no street or alley to be unnecessarily blocked where Street car lines are located, one track shall at all times be unobstructed and any damage done to persons or property during the construction of said line or conduit arising either directly or indirectly from the negligence of said City or its employes in said construction of said line are to be satisfied or paid by said City of Allegheny.

Sec. 3. Work of constructing said conduit shall be done with all possible dispatch and shall be prosecuted at night as well as by day if so directed by the Borough Council and completed within Sixty (60) days from the commencement of said work of construction within the lines of said Borough and the period of completion of said construction by said city shall not be later or extend beyond the 1st day of October, 1895.

Sec. 4. All work to be under the supervision of the Street Committee and be done to the satisfaction of the Borough Council according to sense and meaning of this ordinance.

Sec. 5. The City of Allegheny shall and will indemnify and save harmless said Borough of Sharpsburg of and from all damages, loss or injury either directly or indirectly or consequential which is in anywise caused to or done either to the public or private property easements or rights of said Borough or of inhabitants or private individuals thereof by reason of said location, construction, operation, maintenance of said privileges or conduit repairs, removal, improvement or abandonment of the same and from all suits or actions in either law or equity for or on account of the same and from all costs and fees including attorney's fees and expenses arising therefrom.

Sec. 6. The said City of Allegheny shall make and file with the Clerk or Burgess of the Borough of Sharpsburg its bond in the sum of One hundred thousand (\$100000.00) dollars conditioned to indemnify and save harmless the said Borough against any loss or damage sustained by it by reason of the construction and maintenance of said conduit as well as for the faithful compliance with the conditions of this ordinance.

Sec. 7. This ordinance shall not go into effect in any of its provisions until and unless the said city of Allegheny shall within thirty days from the date of the approval thereof by the Burgess by resolution of its Councils duly passed and approved by its mayor, signify its acceptance of the same, file its bond as provided in section 6 of this ordinance, and shall also file with said bond with the proper authorities of said Borough as aforesaid a certified copy of the resolution accepting the provisions and conditions of this ordinance to be passed as afore-mentioned within 30 days from the approval of this ordinance.

Sec. 8. The City of Allegheny shall pay all costs incident to the passage and publication of this ordinance, and all additional expense that may be incurred by said Borough in laying of this conduit.

Ordained and enacted in Council this 3rd day of June 1895.

Attest. Chas. A. Clowes, Clerk (signed) Hugh Kennedy, Pres. of Council.

Examined and approved this 3rd day of June 1895.

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AGREEMENT

EFFECTIVE AS OF SEPTEMBER 8, 1965

BY AND AMONG

CITY OF PITTSBURGH

ALLEGHENY COUNTY SANITARY AUTHORITY

AND

TOWNSHIP OF WILKINS

City of Pittsburgh:

Mayor's No. 4254

Controller's No. 17462

THIS AGREEMENT

Made and effective as of the 8th day of September, 1965, by and among

CITY OF PITTSBURGH

(hereinafter sometimes called the "City"), a municipal corporation of the Commonwealth of Pennsylvania located within the County of Allegheny,

ALLEGHENY COUNTY SANITARY AUTHORITY

(hereinafter sometimes called the "Sanitary Authority"), a municipal authority of the Commonwealth of Pennsylvania located within the County of Allegheny; and

TOWNSHIP OF WILKINS

(hereinafter sometimes called the "Township"), a political subdivision of the Commonwealth of Pennsylvania also located within the County of Allegheny,

WITNESSETH:

Whereas, the parties have entered as of May 1, 1954, into a long-term sewage service agreement (hereinafter called the "Standard Municipal Agreement") pursuant to City Ordinance No. 420 duly enacted and approved on November 24, 1954; Sanitary Authority Resolution duly adopted August 5, 1954; and Township Ordinance No. 195 duly enacted and approved April 5, 1954; and

Whereas, under Paragraph 1 of the said Standard Municipal Agreement, which is similar to agreements entered into with numerous other municipalities, the Sanitary Authority's service area included all of the Township except the area which could be served by the Township's Eastmont

sewage treatment plant; and

Whereas, the Township has recently abandoned and discontinued use of its Eastmont sewage treatment plant and desires that the entire area of Wilkins Township be included in the Sanitary Authority's service area; and

Whereas, it will be of mutual benefit to the City, the Sanitary Authority and the Township and all others served by the Sanitary Authority to enlarge the Sanitary Authority's service area by including therein the portion of the Township formerly served by the said Eastmont sewage treatment plant;

NOW, THEREFORE, in consideration of the premises and the undertakings of each party to the others, the parties hereto, each intending to be legally bound, covenant and agree as follows:

1. The City, the Sanitary Authority and the Township agree that the aforesaid existing agreement between them dated as of May 1, 1954, shall be and is hereby amended by enlarging the service area of the Sanitary Authority as the Sewage Agency so as to include therein the entire area of the Township including the portion of the Township formerly served by the said Eastmont sewage treatment plant.

IN WITNESS WHEREOF, City of Pittsburgh has caused this Agreement to be executed by its Mayor and Director of the Department of Public Works and its official seal to be hereunto impressed, pursuant to Ordinance No.349, duly enacted and approved on the 23rd day of September, 1965; Allegheny County Sanitary Authority has caused this Agreement to be executed by its Chairman and its official seal to be hereunto impressed and attested by its Secretary, pursuant to a resolution duly adopted by its Board on the 10th day of June , 1965; and Township of Wilkins has caused this Agreement to be executed by its President of the Board of Township Commissioners and its official seal to be hereunto impressed and attested, pursuant to Ordinance

Attest:

CITY OF PITTSBURGH

Frank J. Battaglia  
Secretary to Mayor

By

Dennis Stahl  
Mayor  
DEPUTY

Attest:

Virginia Kelly  
Chief Clerk - Seng

Hoosman  
Director, Department of Public Works

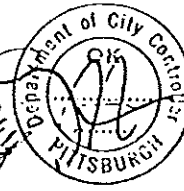
Approved as to form:

APPROVED AS TO FORM  
David J. Donohue  
1st Asst. City Solicitor

Dennis Stahl  
City Solicitor

Countersigned:

Edward J. Kelly  
City Controller



Attest:

ALLEGHENY COUNTY SANITARY AUTHORITY

Ass't Secretary

By

David O'Brien  
Vice-Chairman

Approved as to form:

Richard J. Hines  
Chief Counsel

Attest:

TOWNSHIP OF WILKINS

Malvern A. Baldwin  
Township Secretary

By

Harry M. Feazell  
President of the Board of Township  
Commissioners

Approved as to form:

Arthur R. Kelly  
Solicitor to the Controller  
City of Pittsburgh

John M. Means  
Township Solicitor



**SEWER INTERCONNECTION AGREEMENT**

THIS SEWER INTERCONNECTION AGREEMENT (the "Agreement") is made on this 8<sup>th</sup> day of September 2004, ~~2003~~, between Ross Township, a political subdivision of the Commonwealth of Pennsylvania, County of Allegheny, having its principal offices located at 1000 Ross Municipal Drive, Pittsburgh, Pennsylvania 15237 (hereinafter "Ross") and the Pittsburgh Water and Sewer Authority, a body corporate and politic situated in the Commonwealth of Pennsylvania, having its principal offices located at 441 Smithfield Street, Pittsburgh, Pennsylvania 15222 (hereinafter "the Authority").

## WITNESSETH:

WHEREAS, the parties hereto are organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Ross wishes to reconstruct and to install a new, eight-inch (8") sanitary sewer (the "Kirby Sewer Facility") that is more particularly described in the Tait Engineering drawing titled "Kirby Contracting Sanitary Sewer Plan", dated 10/7/2003, that is attached hereto as Exhibit A and is made a part hereof; and

WHEREAS, the Kirby Sewer Facility will connect into the Authority's eight-inch (8") sanitary sewer trunk line ("Authority 8" Sanitation Collection and Related Trunk Mains") at the location in the Authority 8" Sanitation Collection and Related Trunk Mains that is more commonly known by the Authority as Cliffview Street/Kirby (the "Interconnection"), all as more particularly described on Exhibit A; and

WHEREAS, sufficient capacity exists in the Authority 8" Sanitation Collection and Related Trunk Mains to accept the flows from the Kirby Sewer Facility; and

WHEREAS, the Authority is willing to permit the Interconnection provided that the Interconnection and the Kirby Sewer Facility are accomplished, operated and maintained pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Construction. Ross, at its sole cost and expense, shall complete all work necessary to construct and effectuate the Kirby Sewer Facility. All such work shall be accomplished: (a) in a good and workmanlike manner; (b) in accordance with tap-in and construction plans and specifications prepared by Ross at its sole cost and expense, approved in writing by the Authority's Engineering and Construction Division, and attached hereto as Exhibit A and made a part hereof; and (c) pursuant to the Authority's requirements set forth in Exhibit C attached hereto and made a part hereof.

2. Interconnection. Ross shall, at its sole cost and expense, complete all work necessary to effectuate the Interconnection. All such work shall be accomplished: (a) in a good

and workmanlike manner; (b) in accordance with the Authority Standards for Engineering and Construction; (c) in accordance with the Interconnection detail supplied by Ross, approved in writing by the Authority, and attached hereto as Exhibit B and made a part hereof; and (d) pursuant to the Authority's requirements set forth in Exhibit C attached hereto and made a part hereof.

3. Tap-In Fee. Prior to completion of the Interconnection, Ross shall pay the Authority a one-time tap-in fee of six thousand (\$6,000.00) Dollars.

4. Maintenance and Expansion of the Kirby Sewer Facility. Ross shall maintain the entire Kirby Sewer Facility at Ross's sole cost and expense. Ross shall not expand the Kirby Sewer Facility or the territory served by the Kirby Sewer Facility without the prior written consent of the Authority.

5. Maintenance and Repair of the Authority 8" Sanitation Collection and Related Trunk Mains. Ross shall share in the cost of maintaining and repairing the Authority 8" Sanitation Collection and Related Trunk Mains and related facilities by paying to the Authority Ross's pro rata share ("Pro Rata Share") of such maintenance and repair costs, as follows:

a. Ross's Pro Rata Share shall be based upon the average daily flow(s) through the Authority 8" Sanitation Collection and Related Trunk Mains measured from the Interconnection in proportion to the average daily total flow measured at the Authority's point of connection with the Allegheny County Sanitary Authority System (the "ALCOSAN Connection"). As of the execution of this Agreement, Ross's Pro Rata Share has been established at forty one hundredths of one percent (0.41%) at the ALCOSAN Connection, then the flow will increase as you travel up the line. Thereafter, either party may request a review of the average daily flow generated by Ross and Ross's Pro Rata Share at any time, but not more than once in any twelve month period.

b. The Authority shall provide to Ross, no later than March of each year, a statement of costs incurred in maintaining and repairing the Authority 8" Sanitation Collection and Related Trunk Mains during the previous calendar year.

c. Ross's Pro Rata Share of the maintenance and repair costs reflected in the Authority's annual statement shall be paid to the Authority in quarterly installments on or before March 31, June 30, September 30, and December 31 of that year.

6. Capital Improvements. Ross shall share in the cost of Capital Improvements (minus any grants received) to the Authority 8" Sanitation Collection and Related Trunk Mains and related facilities by paying to the Authority Ross's Pro Rata Share of the cost of such Capital Improvements. As used in this Agreement, "Capital Improvements" shall include, without limitation, work required (i) to improve the quality and integrity of the Authority 8" Sanitation Collection and Related Trunk Mains and related facilities; (ii) to extend the life of the Authority 8" Sanitation Collection and Related Trunk Mains and related facilities; and (iii) to comply with any requirements imposed by applicable existing or future statutes, regulations, and the orders of any regulatory agencies or courts of law.

a. Ross's Pro Rata Share of the costs of Capital Improvements shall be calculated in the same way as its share of maintenance and repair costs, as provided in paragraph 5(a) above.

b. The Authority shall provide to Ross, no later than March of each year, a statement of the cost of any Capital Improvements to the Authority 8" Sanitation Collection and Related Trunk Mains during the previous calendar year.

c. Ross may pay its Pro Rata Share of the cost of Capital Improvements by paying the Authority (i) a lump sum, or (ii) payments amortized over the financing period, if any, obtained by the Authority to pay for such Capital Improvements.

7. Prohibited Flows. Ross will not permit any Hazardous Substance or other prohibited substance to flow in or from the Kirby Sewer Facility into the Authority 8" Sanitation Collection and Related Trunk Mains. As used in this paragraph "Hazardous Substance" means any substance that constitutes a hazardous waste or substance under any applicable federal, state or local law, rule, order or regulation now or hereafter adopted, or that consists, in whole or in part, of asbestos, urea formaldehyde or polychlorinated biphenyls.

8. Compliance with Laws. Ross shall fully obey and comply with all laws, ordinances, administrative regulations, directives and orders in the construction and operation of the Kirby Sewer Facility and the Interconnection and shall obtain any and all permits that are or may be necessary or applicable thereto or to the effectuation of this Agreement.

9. Indemnification. To the fullest extent permitted by law, Ross shall indemnify, defend and hold harmless the Authority, its employees, agents, and consultants ("Indemnitees") from and against any and all claims, demands, causes of action, liens, penalties, judgments, liabilities, damages and costs, including attorneys' fees and other costs of defense (collectively, "Damages and Claims") arising from or related to:

(a) the design or construction of the Kirby Sewer Facility and the Interconnection, including but not limited to any repair costs and any consequential damages incurred by the Authority due to any failure by Ross or its agents to design and construct the Kirby Sewer Facility or the Interconnection with that degree of care and skill customary to the field or in accordance with the plans, specifications and requirements incorporated or referenced in this Agreement;

(b) Ross's use of the Authority 8" Sanitation Collection and Related Trunk Mains (the "Use"), and

(c) any breach of this Agreement by Ross.

The defense and indemnification obligations accepted by Ross under this paragraph 9 exist regardless of whether such Damages and Claims are caused or allegedly caused in part by the Indemnitee(s), it being the intent of the parties that Ross shall indemnify the Indemnitees against their own negligence. Provided, however, that Ross shall have no obligation to defend or indemnify the Indemnitees against their sole negligence or willful misconduct.

10. Insurance. Prior to the beginning of any construction contemplated by this Agreement, Ross shall deliver to the Authority certificates of insurance policies issued by insurance companies acceptable to the Authority, evidencing the following coverages:

Commercial General Liability      \$1 million per occurrence and in the aggregate

Automobile Liability                      \$1 million per occurrence and in the aggregate

Ross's policies shall identify the Authority as an additional insured and shall be specifically endorsed as primary/non-contributory to any coverage carried by the Authority. Ross's policies shall also require thirty (30) days' prior written notice to the Authority of any cancellation, amendment, or non-renewal of the policies.

Either Ross or its contractor(s) on the Kirby Sewer Facility and the Interconnection shall secure and, prior to commencing construction, provide the Authority with a certificate evidencing builder's all risk insurance in the amount of \$1 million covering all risk of physical loss or damage to the Authority 8" Sanitation Collection and Related Trunk Mains and related facilities. Ross will require its contractor(s) on the Kirby Sewer Facility and the Interconnection to provide reasonable and customary amounts of commercial general liability and automobile liability insurance coverage, and its professional consultants to provide reasonable and customary amounts of commercial general liability, automobile liability, and professional liability insurance coverage. Prior to the beginning of any construction contemplated by this Agreement, Ross shall provide the Authority with copies of the insurance certificates provided to Ross by Ross's contractors and consultants in connection with the design or the construction of the Kirby Sewer Facility and the Interconnection.

11. Ross to Sustain All Losses. Ross will sustain all losses or damages arising out of the construction of the Kirby Sewer Facility, the Interconnection, and its Use of the Authority 8" Sanitation Collection and Related Trunk Mains, including any unforeseen obstructions or difficulties which may be encountered in the performance of the construction or from the action of the elements or for any other cause whatsoever.

12. Governing Law/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws principles. All claims that are made by either party hereto against the other that are related to the Agreement may be commenced and prosecuted only in the Court of Common Pleas of Allegheny County, Pennsylvania.

13. Term. The term of this Agreement ("Term") is twenty (20) years from the date of this Agreement. At the end of the Term, the parties shall in good faith renegotiate this Agreement, agree in writing to confirm and continue this Agreement for an additional period of years to be determined at the end of the Term or, should Ross no longer need or desire the Interconnection with and use of the Authority 8" Sanitation Collection and Related Trunk Mains, abandon this Agreement.

14. Termination. Notwithstanding the provisions of paragraph 13, this Agreement is terminable at the sole discretion of the Authority in the event that Ross violates any of the terms and conditions of this Agreement. Any such termination may be effectuated by providing Ross

with a written notice of termination, which termination shall be effective sixty days after receipt of the same by Ross.

15. Assignment. This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Authority.

16. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior negotiations. This Agreement shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.

17. Representations. The parties hereto hereby warrant and represent that: (a) they have read the Agreement; (b) they have the requisite power and authority to enter into this Agreement; (c) any and all authorizations for the execution and delivery of this Agreement have been duly obtained and issued; (d) this Agreement constitutes a legal, valid and binding obligation on each of the parties hereto.

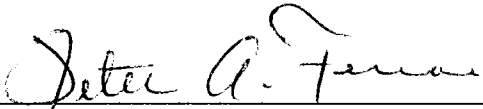
18. Authorizing Resolutions. This Agreement is entered into by Ross pursuant to \_\_\_\_\_. This Agreement is entered into by the Authority pursuant to Resolution No. 96 of 2003, adopted at a meeting of its Board held on August 1, 2003.

[SIGNATURES ON FOLLOWING PAGE]

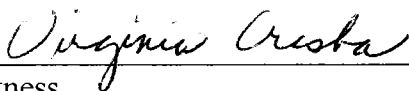
**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year first above written.

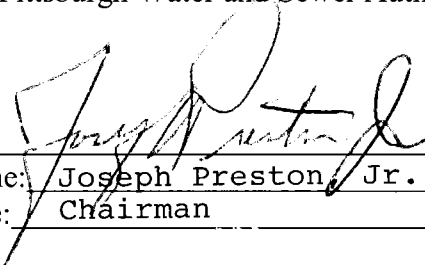
Ross Township

  
Witness


By:   
Name: Peter A. Ferraro  
Title: President, Board of Commissioners

The Pittsburgh Water and Sewer Authority

  
Witness

By:   
Name: Joseph Preston, Jr.  
Title: Chairman

  
Witness

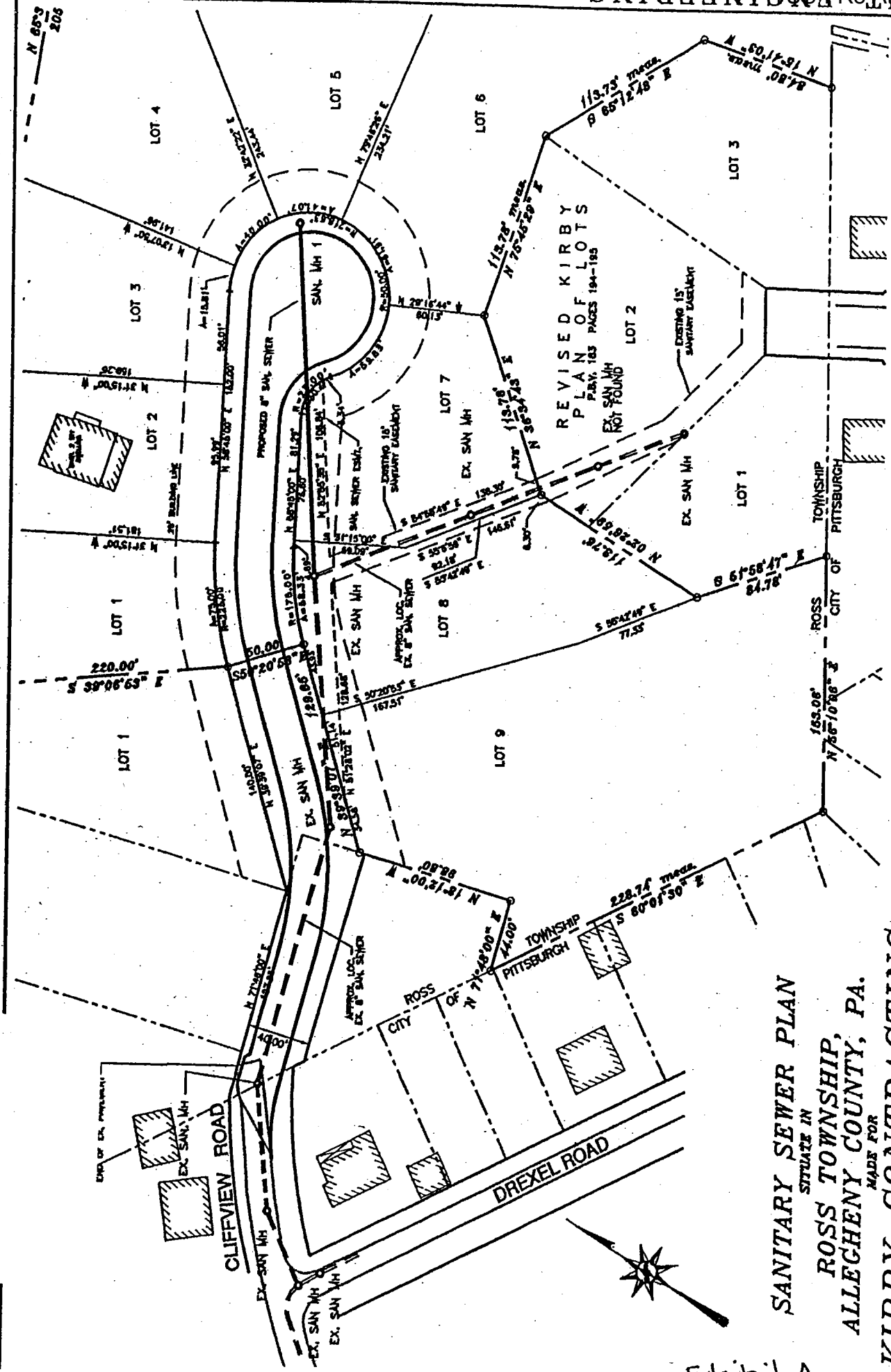
By:   
Name: Gregory F. Tutsock  
Title: Executive Director

SEWER INTERCONNECTION AGREEMENT

Exhibit A Sanitary Sewer Plan

&

Location Map



**LEGEND**  
 == == == EXIST. SANITARY SEWER  
 == == == PROPOSED SANITARY SEWER

**SANITARY SEWER PLAN**  
 SITUATE IN  
**ROSS TOWNSHIP, PA.**  
 ALLEGHENY COUNTY, PA.  
**KIRBY CONTRACTING**  
 SCALE: 1" = 80'  
 OCTOBER 7, 2003  
 MADE FOR  
 ELIAT ENGINEERING

*Donald W. West*  
 REGISTERED ENGINEER  
 No. 7848-S

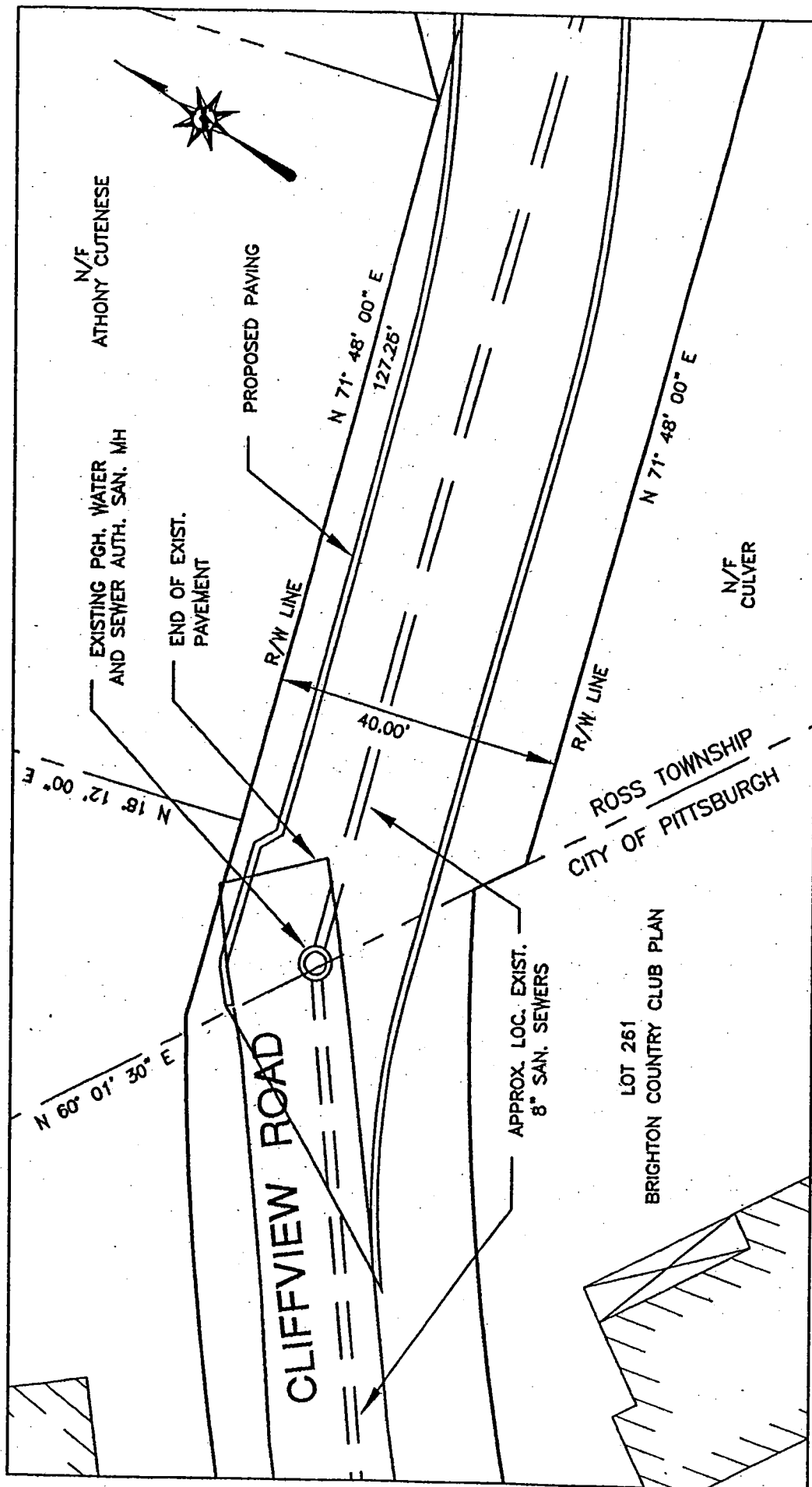
Exhibit A



SEWER INTERCONNECTION AGREEMENT

Exhibit B

(Interconnection is Existing)



**ENLARGED SANITARY PLAN**  
SITUATE IN  
**ROSS TOWNSHIP,  
ALLEGHENY COUNTY, PA.**  
MADE FOR  
**KIRBY CONTRACTING**

SCALE: 1" = 20' OCTOBER 7, 2003

**TAIT ENGINEERING**  
*Donald W. Tait*  
REGISTERED ENGINEER  
No. 7848-E

**LEGEND**

- == EXIST. SANITARY SEWER
- == PROPOSED SANITARY SEWER

Exhibit B

SEWER INTERCONNECTION AGREEMENT

Exhibit C

(PWSA REQUIREMENTS)



**Resolution No. 96 of 2003**

**Providing for Agreement with  
Ross Township  
For  
Installation of Water, Sanitary and Storm Sewer Facilities  
In Connection with  
Development of Property Located in Ross Township**

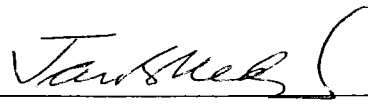
**WHEREAS**, The Pittsburgh Water and Sewer Authority ("Authority") has a mutual interest in the installation of water, sanitary and storm sewer facilities necessary to the development of property owned and to be developed by P.J. Kirby ("Kirby") and other proposed development projects in the immediate area; and

**WHEREAS**, the scope of work ("Work") meets the requirements of the "Authority" and the objectives of Ross Township ("Ross") for future development in the immediate area that will be served by the "Work"; and

**WHEREAS**, "Authority" desires that the "Work" should be completed in a manner approved by the "Authority", by "Kirby" and "Ross", and that the cost of the "Work" shall be funded and paid for by "Kirby" and "Ross".

**NOW, THEREFORE, BE IT RESOLVED**, that the proper Officers of the Pittsburgh Water and Sewer Authority on behalf of said Authority, are hereby authorized and directed to enter into an agreement with Ross Township. Said agreement to be in a form approved by the Executive Director and the Solicitor.

**DULY ADOPTED AT A RESCHEDULED  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON AUGUST 1, 2003.**

  
\_\_\_\_\_  
Secretary

To: Ralph Lynch, City Solicitor  
From: Vincent L. St. Johns,  
Assistant City Solicitor

Date: December 17, 1971

*Rhonda Simow*  
*See me 12*

Re: SEWER AGREEMENTS/ORDINANCES:

The City of Pittsburgh and Surrounding Municipalities

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"Sewage System: Plan and Program City of Pittsburgh January 1970," hereinafter "Plan", prepared by the Departments of City Planning and Public Works "describes and analyzes the existing main and secondary sewer system of the City and its relationship to 24 surrounding municipalities in the 80 square mile drainage basin which utilizes this system. It presents recommendations for immediate and future sewer improvements based on population and urbanization trends and development plans projected to 1980." (page 1). A copy of the "SUMMARY OF FINDINGS AND CONCLUSIONS" of the Plan is attached. (A) The following notations are from the Plan:

The Pittsburgh Drainage Basin encompasses approximately 80 square miles. (51,239 acres) This includes the City with its 35,333 acres; the sewer system also covers 24 outlying municipalities which lack direct access to the three rivers and their sewage is discharged through Pittsburgh sewers. A copy of "Table I - Municipalities Served by the Pittsburgh Drainage Sewer System" from the Plan is attached. (B). Within the City the municipal sewer system consists of approximately 1,095 miles of pipe, from 8" to 14' in diameter; 351 miles of these are classified as main and secondary lines; the City sewer system averages 62 years in age; and almost all of the sewer system carries both storm and sanitary discharges in

the same pipe. (Page 4 of Plan) Table II of the Plan is attached (C); it sets forth "Municipalities Served by Alcosan" and includes municipalities within the Pittsburgh Drainage Area.

The Plan contains a review of 23 sewer agreements within the period 1911 to 1940, existing between the City and other municipalities in the common 80 square mile drainage area. . Page 12 and "Appendix II Sewer Agreements Between the City of Pittsburgh and Adjoining Municipalities" of the Plan are attached. (D)

A report, "Cooperation Agreements - Department of Public Works with Local Communities", dated June 12, 1969, to the City Solicitor, pertaining to sewer facilities is attached. (E)

A summary of available sewer facilities material concerning other municipalities, except for the agreements described in Appendix II of the Plan (Attachment D), follows. It is to be noted that some of these matters cover the use by the City of other Municipalities' sewer facilities.

Ordinance	Agreement	Municipality	Area
No. 151 April 30, 1965	June 1, 1965	Ross Township	Sanitary sewage from 65 acre parcel in Township into Woods Run trunk sewer near <u>Oakdale Street</u> , Pittsburgh.  Sanitary sewage serving potential 1.85 acres in City into Township. Sanitary sewer near Rodebaugh Avenue.

Terms

Township pays \$1950 to City for permission to use Woods Run Trunk Sewer. Township at its cost and expense, maintain and repair portion of sanitary sewer constructed by Township in Oakdale Street. Township for indemnifies and saves City harmless for payment of any sanitary sewage charges made by Alcosan for sewage service extended to Township area described. City permitted Township without cost to drain sanitary sewage from City from 1.85 acres for existing houses on Rodebaugh Avenue and nine (9) undeveloped lots, provided that individual property owners in said area shall make application for sewer connections and pay Township tap-in charges and fees.



Ordinance	Agreement	Municipality	Area	Terms
No. 198, 1960. June 15, 1960. Amended by Ordinance No. 256, July 11, 1960.	As of February 1, 1960	Ross Township Bellevue Borough Allegheny County Sanitary Authority.	Jack's Run in part located generally along line dividing City from Township and Borough and drains into Ohio River.  Jack's Run Sewer	<p>Whereas, City owns and maintains large sewer in Jack's Run to which Township has connected an 18" sewer at a point approximately 450' south of intersection of Farragut Street and Brighton Road and Borough has connected one sewer at the same point and four more sewers downstream thereof (the jointly-used portion of which said large City sewer is hereinafter called "Jack's Run Sewer");</p> <p>Whereas, break in Jack's Run Sewer has existed at point where both Township and Borough sewer enter it, through which break the creek in Jack's Run enters it and flows toward Ohio River;</p> <p>Whereas, City, Township and Borough have agreed, as hereinafter set forth, to share cost of an intersection chamber, relief sewer and appurtenant facilities (together herein and appurtenant facilities ("Relief Sewer") to be referred to as "Relief Sewer") flow of which will intercept and carry dry-weather flow of constructed and operated for them by the Authority, which relief sewer will intercept and carry dry-weather flow of the creek in Jack's Run, diverting such flow from Jack's Run Sewer.</p> <p>¶1. City, Township and Borough agree that their use of Relief Sewer will be in proportions or percentages hereinafter set forth. They therefore agree to share cost of designing, constructing, repairing and maintaining the Relief Sewer in following proportions:</p> <div style="margin-left: 40px;"> City 24/72 (1/3) or 33-1/3%  Township 30/72 (5/12) or 41-2/3%  Borough 18/72 (1/4) or 25%. </div> <p>On payment of its share of cost of designing and constructing Relief Sewer, each municipality shall have right to the continued use of both Jack's Run Sewer and the Relief Sewer.</p>

Ordinance	Agreement	Municipality	Area	Terms
<p>No. 198, 1960. June 15, 1960. Amended by Ordinance No. 256, July 11, 1960.</p>				<p>(Continued)</p> <p>¶2. City and Borough agree to advance to the Authority, in proportions above set forth, the full cost of preparing detailed plans for and constructing the Relief Sewer to be located generally parallel with Jack's Run Sewer.</p> <p>¶3. City, Township and Borough agree to advance \$10,000 for cost of preparing detailed construction plans and supervising construction. Alcosan to prepare plans and specifications, advertise for bids, award construction contract and supervise construction. (as per terms and conditions in ¶3 and ¶4)</p> <p>¶4. City, Township, Borough grant Authority easements or rights-of-way in their streets, public thoroughfares and municipally-owned vacant land as may be required for construction of the Relief Sewer. Authority shall have right to enter upon and open such streets, etc., for such work without obtaining a municipal permit or license or paying municipal fees or charges, provided all pavements and underground structures disturbed thereby shall be restored to substantially original condition. Unexpended balance of funds received by the Authority remaining after payment of design and construction of the Relief Sewer shall be returned to the City, Township and Borough in proportions hereinabove set forth.</p> <p>¶5. Authority agrees, in behalf of City, Township and Borough, to:</p> <p>(a) Prepare plans and specifications for repairing break in Jack's Run Sewer and for constructing the Relief Sewer, advertise for bids for such work, award contract, supervise contract work, and acquire necessary easements, if any, through private property; and</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 198, 1960. June 15, 1960. Amended by Ordinance No. 256, July 11, 1960.				<p>¶15. (continued)</p> <p>(b) Maintain, repair, renew and reconstruct the completed Relief Sewer, including if necessary, preparation of plans and specifications for major repairs or renewals, advertising for and award of contracts, and supervision of construction or repair, in like manner as for the original construction of the Relief Sewer, on condition that all moneys required to pay the cost thereof, as estimated by the Authority and requested in writing by it, shall first have been received from City, Township and Borough, in accordance with provisions of ¶11, ¶12, ¶13 and ¶14 of Agreement.</p> <p>Authority shall prepare and estimate of cost of maintaining the Relief Sewer during ensuing calendar year, with estimate, if need foreseeable, of cost of repairs or renewals to be made during such year, to enable municipalities to provide therefor in their budgets.</p> <p>submit to City, Township and Borough annually, on or before first day of October, estimate of cost of maintaining the Relief Sewer during ensuing calendar year, with estimate, if need foreseeable, of cost of repairs or renewals to be made during such year, to enable municipalities to provide therefor in their budgets.</p> <p>¶16. City, Township and Borough agree to advance to Authority, within thirty (30) days after Authority's written request, its share of cost of constructing, maintaining, repairing, renewing and reconstructing the Relief Sewer.</p> <p>City, Township and Borough agree that they shall be jointly responsible, in proportions set forth above in ¶11, for all damages that may result from operation of the Relief Sewer, including damages caused by overflow of surface waters.</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 337 Sept. 29, 1960	Oct. 17, 1960	Reserve Township	Surface water and sanitary sewage draining from Housing Development into Reserve Township into existing sewage and surface water facilities in <u>Spring</u> <u>Garden Avenue</u> and on <u>private property</u> abutting <u>Spring Garden</u> <u>Avenue</u> .	City to pay Township \$2500 for private rights-of-way; City granted use of said rights-of-way to serve by surface water and sanitary sewer lines Northview Heights project in 26th Ward of City; other properties to use said lines on written consent of Township. City to connect existing 8" Township sanitary sewer lines into large sewer line to be laid by City through Spring Garden Avenue; these lines together with sanitary sewage from Housing Development to run through separating chamber and 12" sanitary sewer, both to be constructed by City, to connect with existing Township 12" Sanitary Sewer. The two existing 8" Township Sanitary Sewers to continue to service abutting properties. All cost and expense to be borne by City. City indemnifies and saves harmless the Township.

Ordinance	Agreement	Municipality	Area	Terms
No. 160 April 26, 1957	See memo from City Solicitor to First Asst. City Solicitor, May 2, 1957; DL File #16A.	Penn Township	Draining parcel of land in Twp. having drainage area of 39.3 acres (East Crossroads Center) into Exley Way Branch of the Nine Mile Run Trunk Sewer located on Odus Way in City.	City permits Twp. to discharge storm storm and sanitary drainage from said parcel in Twp. into the City, Exley Way Branch, on Odus Way Twp. connection, without cost to City. Twp. pays \$800. Twp. not to permit anyone not located within this specified area to discharge sewage into Exley Way Branch Sewer. Twp. to maintain and repair sewers constructed by them in Twp. and City. Twp. to bear costs of any reconstruction or repairs to Twp. connections on Odus Way when determined as needed by DPW. When sanitary sewage disposal is needed, Twp. pays costs as determined in General Plan as same pertains to the parcel of land, having drainage area of 39.3 acres which Twp. is draining into Nine Mile Trunk sewer.

Ordinance	Agreement	Municipality	Area	Terms
<p>No. 99 April 8, 1963 (Ord. No. 972, Township of Penn Hills, approved November 5, 1962, as amended by Ordinance No. 977, approved December 28, 1962</p>		<p>Penn Hills Township</p>	<p>Combined drainage from 47 acres known as Gladefield Sewer District of Penn Hills extending from City Line East of Oberlin Street into Negley Run Sewer System in City.</p>	<p>City agrees to permit Twp. to discharge combined drainage from said 47 acres, for which Twp. agrees to pay City \$12,000 within 60 days after connection to <u>Negley Run Sewer System.</u></p> <p>City to maintain and repair Negley Run Sewer System from City-Twp. line to Allegheny River, and Twp. agrees to pay 1.6% of costs of said maintenance, including reconstruction, etc., the necessity for any of the above work and cost of same determined by DPW.</p> <p>Twp. to pay Alcosan all costs or charges pertaining to transportation, treatment and disposal of all sewage as same pertains to said 47 acres. Said payments shall be made by Twp. to said Authority in conformity with the terms of the existing Agreement, dated December 1, 1949 by and among City, the said Authority and the aforesaid Twp. pertaining to this section or area of the Twp.</p> <p>City reserves right to revoke permission granted by this Agreement on 90 days notice to Twp.</p> <p>[As of Nov. 4, 1971, Twp. Project Pending; See D.L. Files.]</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 292 July 1, 1970  (Ord. No. 403, Oct. 7, 1971, amended Section 2 of the above Ordinance by increasing the City's share of the said construction costs from the total sum of \$25,500 to \$35,500.)		Penn Hills Township	Twelfth Ward Paxico Street	<p>Construction of sanitary sewer by both - trunk line sewer and pump station by Twp. so that sewerage can be treated in Twp. sewage treatment plant.</p> <p>Twp. agrees to prepare plans and specifications for proposed sewer construction at point of sewer facilities beginning at point of intersection at or near Hunter and Fahney Streets; thence northwesterly along Hunter Street and through private properties to Paxico Street; thence along Paxico Street to its intersection with Twp.-City line, said sewer to be 8" terra cotta, approximately 2000 lineal feet in length. Twp. agrees to build pump station at or near intersection of Hunter and Fahney Streets, and cast iron force main approximately 200' in length in and along Fahney Street.</p> <p>City will construct its 8" terra cotta sanitary sewer line within City confines. Sewage facilities being constructed in City will drain into aforesaid trunk line sewer being built by Twp. and said sewage treated in Twp. Sanitary Sewage Disposal Plant.</p>

Twp. to take bids and award contract for construction of sanitary sewers with all appurtenances, pump station and force main. These sewers to be constructed within Twp. limits.

Twp. will procure all rights-of-ways through private property at its expense in which will be constructed a portion of the above described trunk line sewer being constructed within Twp. limits and provide all necessary supervision, etc. City's share of construction cost of trunk line sewer with Twp. will be 25.3% of net total, determined by fact that 25.3% of drainage area of project lies within City limits. Net total construction cost of the trunk line sewer will be total construction cost less assessment amount paid by Penn Hills property owners served by said sewer facilities at rate of \$6.00 per front foot.

Construction cost of the force main and pumping station, all located within Twp. will be shared equally - 50% each. City will pay fixed annual charge of \$215 for operation of pumping station; figure based on 25.3% of estimated \$850 total annual operating cost.

Ordinance	Agreement	Municipality	Area	Terms
No. 292 July 1, 1970				

(Continued)

Cost of future renovations or repairs to pumping station and force main will be borne by Twp.

Capital charge by Twp. to assumed 30 City residents will be \$150 each, in lieu of usual charge of \$250.

Twp. will bill and collect from City residents for sewage services, in lieu of these services being done by Alcosan, at same Alcosan rates being charged to City residents. City will guarantee payment to Twp. of delinquent accounts and City will have full rights of filing Municipal Liens to protect its interest.

The completed sewers as constructed in each shall be maintained by Municipality in which they are located.



Ordinance	Agreement	Municipality	Area	Terms
No. 266 August 7, 1919		Wilkinsburg Boro.	Crestline St. Coal St.	<p>That a public sewer be constructed on the west sidewalk and roadway of Crestline Street in the City of Pittsburgh and on Coal Street in the Borough of Wilkinsburg, from a point about fifteen (15') feet south of Nimick Place to the existing sewer on Coal Street in the Borough of Wilkinsburg.</p> <p>The cost, damages and expense of the same shall be assessed against and collected from properties specially benefited thereby, in accordance with the provisions of the Acts of Assembly of the Commonwealth of Pennsylvania relating thereto and regulating the same.</p>

Ordinance	Agreement	Municipality	Area	Terms
Ord. No. 265 August 6, 1919		Swissvale Boro Wilkinsburg Boro	Richmond St. Trevanion St.	<p>That a public sewer be constructed on the west sidewalk of Richmond Street in the City of Pittsburgh, the west sidewalk of Richmond Street and on Trevanion Street in the Borough of Swissvale, and on Trevanion Street and on private property of Louis A. Meyran, in the City of Pittsburgh, from a point about 15 feet south of Sanders Street to the existing sanitary outlet sewer of the Borough of Wilkinsburg, on the private property of Louis A. Meyran. With branch sewers on the east and west sidewalks of Trevanion Street.</p> <p>The cost, damages and expense of the same shall be assessed against and collected from property specially benefited thereby, in accordance with the provisions of the Acts of Assembly of the Commonwealth of Pennsylvania relating thereto and regulating the same.</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 347 Sept. 23, 1965	September 30, 1965.	Wilkinsburg Boro and Action-Housing, Inc.	East Hills Park Housing Develop- ment, approx. 120 acres in Pittsburgh, and approx. 10 acres in Wilkinsburg.  Phase I, approx. 30 acres, City Sewer Line Facilities. City Trunk Lines in Frick Park	<p>Borough agrees to the use of its Sanitary Sewer System provided that, without Borough's further written consent, usage not made available for more than 1000 additional dwelling units. (Exclusive of Phase I)</p> <p>City, at its expense, to eliminate storm drainage and mine seepage into Wilkinsburg Sanitary Sewer System from area along Jonny Street near development and such drainage handled by City Storm Sewer System.</p> <p>In future development, excluding Phase I, AHI to install separate sanitary and storm sewer service lines within East Hills Park, to connect with existing City sanitary sewer lines in Inventor Way and Remington Drive to Borough's main 18" line at Glee (Lee) Way and Laketon Road and storm sewer to connect with City's Laketon Road. AHI to install flow regulation</p>

existing 48" storm sewer in Inventor Way . . . , without cost to City or Borough. AHI to install flow regulation structure which City will accept for public maintenance, repair and replacement. City and Borough agree that from time tap made for development to sanitary sewer line of Borough in Laketon Road at Glee (Lee) Way, until completion of all construction and for one year thereafter, to share, 50-50, the cost of any major repair, adjustment, new facilities or liabilities required by or resulting from increased flow of storm and sanitary sewage into the Borough System between the point of tap and termination of Borough trunk line into City trunk lines in Frick Park. City agrees not to issue building permits for construction of dwellings in East Hills Park without assurance that no surface drainage arising as result of such construction shall enter sanitary sewers serving said district and City agrees to cause compliance with provisions of this paragraph.

Ordinance	Agreement	Municipality	Area	Terms
<p>No. 657 Dec. 18, 1969</p>		<p>Wilkinsburg Borough</p>	<p>Robinson Blvd. (portions of Robinson Blvd. in City)</p>	<p>Borough to install 12" Sanitary Sewer in Robinson Boulevard (portion of Robinson Boulevard in City) from intersection of Sunrise Avenue to (Wilkinsburg) main sanitary sewer line at intersection of Montler Street and Laketon Road.</p> <p>City authorizes Borough to install 12" sewer in Robinson Boulevard from Sunrise Avenue to City-Borough Line on Robinson Boulevard. Borough installs, maintains and repairs same at its sole expense. Borough indemnifies-saves harmless City in connection with same.</p>

Terms			
Ordinance	Agreement	Municipality	Area
No. 54 Feb. 26, 1916 (Bill #241)		Swissvale Borough	Connecting Existing 8" Sewer on McClure Avenue in Borough to existing 15" sewer on Pocono Street in City.

Borough at its own cost to connect at or near City Line; connecting sewer shall be 8" terra cotta and carry house drainage only. Permission granted on condition that in event City constructs purification works, Borough either pays City proportionate cost of construction of such purification works and treatment of sewage based on amount of sewage treated as a result of this connection or disconnect said 8" pipe on 60 days written notice, and on condition that Borough saves City harmless by reason of construction or maintenance of said sewer connection.

Borough to permit City to connect sewer to Borough sewer in future on same conditions as herein. If demand on this existing City sewer increases so that with this connection it was no longer adequate, City has right to terminate on 60 days written notice or provide larger sewer with Borough paying proportionate share based on City and Borough number and size of connections. Ordinance not effective unless Borough within 60 days files acceptance with City Controller.

Ordinance	Agreement	Municipality	Area
No. 248 June 29, 1965	July 9, 1965	West Homestead Borough	31st Ward Maplecrest Plan of Lots Adjacent to Calhoun Village area of Borough, consist- ing of approx. 40 acres with 140 single dwellings contemplated and which has no way to drain sanitary sewage except Borough System. Borough Sanitary Sewage System runs through Calhoun Village area in Borough, drains into Main Sewage Trunk Line known as Forrest Ave. Sanitary Sewer is in the vicinity of West Run Road in the Borough, and discharges into service area of Alcosan.

Terms

City permitted to connect at its cost with Borough Sanitary Sewage System and City agrees; to pay or cause to be paid 75 cents per front foot of every single family dwelling lot; pay 40% of entire cost as proportionate share due for repairs of that portion of Borough Sewage System identified as West Homestead Calhoun Village; repairs to connections or sewer lines in City at City's sole cost; City to pay Alcosan such service charges as are imposed; City indemnifies, etc.; Borough for injuries, etc., caused by or arising out of work under this contract, or by any act of City, its contractor, regardless of whose negligence.

If after connections completed, Borough System can't accept any more sanitary sewage from City, City to refrain from causing any additional sewage on written notice.

City agrees no storm or roof water, etc., permitted to enter Borough System.

Agreement restricted to Maplecrest Plan of Lots, 31st Ward. Should zoning be changed from single family dwellings, parties to consult to reach mutually satisfactory solution.

Ordinance	Agreement	Municipality	Area	Terms
No. 578 Nov. 14, 1940.  [Repealed by Ordinance No. 220, approved May 13, 1941]		Munhall Borough	West Run Road in City and Borough	<p>An Ordinance--Authorizing and directing the construction of public sewers on West Run Road in the City of Pittsburgh and Borough of Munhall, from Theodore Street to the sanitary trunk sewer in the Borough of Munhall, north of Mooney road, with branch sewers on the various intersecting streets, to be carried out with aid furnished by the Federal Work Projects Administration, its successor or successors, and providing that the costs of construction work, damages and expenses occasioned thereby not borne by the Federal Work Projects Administration, its successor or successors, be assessed against and collected from property especially benefited thereby.</p>

Ordinance	Agreement	Municipality	Area	Terms
<p>No. 220 May 13, 1941</p> <p>[Repeals Ord. No. 578, approved Nov. 14, 1940]</p>		<p>Munhall Borough</p>	<p>West Run Road in City and Borough</p>	<p>An Ordinance--Authorizing and directing the construction of a public sewer on West Run Road in the City of Pittsburgh and the Borough of Munhall from Little Street to the sanitary trunk sewer in the Borough of Munhall north of Mooney road, with branch sewers on the various intersecting streets, including, as may be necessary, the excavation of exploratory test holes; providing for the letting of a contract or contracts therefor, and providing that the costs, damages and expenses of the same be assessed against and collected from property specially benefited thereby, and repealing Ordinance No. 578, approved <u>November 14, 1940.</u></p>



Ordinance	Agreement	Municipality	Area	Terms
<p>No. 443 Nov. 10, 1965</p> <p>[Repealed by Ord. No. 231, Approved May 24, 1966]</p>		Munhall Borough	<p>Authorizing Agreement of the City of Pittsburgh with the Borough of Munhall to discharge sanitary sewage into the Borough's "West Run Sanitary Sewer Trunk Line" which in turn is connected to and drains into the Borough of West Homestead's "Forest Avenue Sanitary Sewer Trunk Line." 31st Ward. Portion of the West Run within the West Run Drainage Basin.</p>	<p>The Borough has constructed a sanitary sewerage system known as the "West Run Sanitary Sewer Trunk Line," which drains and takes care of the sanitary sewerage along West Run and the surrounding territory.</p> <p>The Borough of Munhall's "West Run Sanitary Sewer Trunk Line" is connected to and drains into the Borough of West Homestead "Forrest Avenue Sanitary Sewer Trunk Line."</p> <p>The portion of the 31st Ward of the City lying within the West Run Drainage Basin has no other sewerage system in which to drain and dispose of its sanitary sewerage.</p> <p>In order to permit the City of Pittsburgh to connect with the said "West Run Sanitary Sewer Trunk Line" and make use of the same for the disposal of its sanitary sewerage, the City agrees as follows:</p>
<ol style="list-style-type: none"> <li>1. To pay to Borough Seventy-Five Cents (\$.75) per front foot of any and every lot in the aforesaid territory in the City upon which a single family dwelling has been erected during the year 1964 and each year following thereafter as a tap-in fee for the privilege of draining sanitary sewerage to the City's Sewer System connected to and draining into the Borough's "West Run Sanitary Sewer Trunk Line."</li> <li>2. The City shall pay to the Borough Thirty-Two (32) percent, this percentage having been determined by the ratio between the total acreage in that portion of each municipality laying naturally in the West Run Drainage Basin, for the cost that may be due for repairs of the Borough's West Run Sanitary Sewer Trunk Line, no repair will be made the cost that may be due for repairs are due to the aforesaid Borough Borough Sewer trunk line, no repair will be made without the knowledge and consent of the City and in no event will repairs be made without solicitation of bids and the letting of a firm contract to the lowest responsible bidder. In the event repairs are required to the connecting joints at the points of intersection of the City's sewer or sewers, with the Borough's sewer, or, to the lines located in the City of Pittsburgh, that said repairs will be made by the City and at its sole cost and expense.</li> <li>3. The Borough of Munhall having entered into an agreement with the Borough of West Homestead, November 8, 1962, whereby the Borough of Munhall agrees to bear one-half (1/2) the expense for all repairs required to the Forrest</li> </ol>				

Ordinance	Agreement	Municipality	Area	Terms
<p>No. 443 Nov. 10, 1965</p> <p>[Repealed by Ord. No. 231, Approved May 24, 1966]</p>				<p>(continued)</p> <p>Avenue Sanitary Sewer Trunk Line, said repairs to be performed under conditions similar to those set forth in paragraph 2 above, the City agrees to reimburse the Borough of Munhall the City's proportionate share of the cost of those repairs, such being determined as stated in paragraph 2.</p> <p>4. Connections from the City sanitary sewer system to the Munhall Borough sanitary sewer system shall be made by the City at the entire cost and expense of the City.</p> <p>5. That no storm water or water from roofs, etc., be permitted to enter the sanitary sewer of the Borough through the sewer or sewers, either constructed or to be constructed by the City in and from the aforesaid areas.</p> <p>7. In making the connections to the Borough's sanitary sewer trunk line, the City agrees that all trenches shall be entirely protected and safeguarded by barriers and lights, and, refilled and tamped to the same condition as before opening, and so maintained, and the City shall be liable for injury to the Borough's Trunk Line, or to any person or to any property, by reason of, or resulting from the connections aforesaid.</p> <p>9. In case the Borough of Munhall shall hereafter either voluntarily or otherwise install a sewage disposal plant and sewage treatment works for the disposal of its sewage, including the sewage from the area of the City of Pittsburgh included in this agreement, the City of Pittsburgh agrees to pay for its proportionate share of the construction and maintenance of said sewage treatment works and sewage disposal plant. The formula for determining the proportionate share of the cost shall be as set forth in paragraph 2 above.</p>

	Ordinance	Agreement	Municipality	Area	Terms
	Ord. No. 231 May 24, 1966  [Repeals Ord. No. 443, approved Nov. 10, 1965]	June 10, 1966 ? ? ?	Munhall Borough.	Munhall's West Run Sanitary Sewer Trunk Line drains sanitary sewage along West Run and drains into West Homestead Borough's Forrest Avenue Sanitary Sewer Trunk Line.  Portion of 31st Ward within West Run Drainage Basin has no other sewerage system to dispose of its sanitary sewage.	City permitted to connect at its cost with West Run Sanitary Sewer Trunk Line and City agrees to pay Borough: Seventy-five Cents (\$0.75) per front foot of every lot in said City territory on which single family dwelling erected during 1964 and thereafter as tap-in fee for privilege of draining sanitary sewerage to City's sewer system connected to Borough's West Run Sanitary Sewer Trunk Line; 32% ratio between total expense in that portion of each municipality laying naturally in West Run Drainage Basin, for cost of construction or repairs of Borough's said trunk line caused by storms, etc.; repairs to connections with Borough's sewer or sewer lines in City, at City's sole expense.
	to above, City to reimburse Munhall, City's proportionate share of costs as determined above.	No storm or roof water, etc., permitted to enter Munhall's sewer. City liable for injury to Borough's trunk line or to any person, etc., resulting from connections.		If Borough installs sewage disposal plant and sewage treatment works for sewage disposal including sewage for said Pittsburgh area, City to pay proportionate share of construction and maintenance of same, based on formula above.	Munhall-West Homestead Agreement of November 8, 1962: Munhall to pay 1/2 expense for all repairs required to Forrest Avenue Sanitary Sewer Trunk Line, said repairs under conditions similar to those relating
				This agreement supersedes prior agreement between parties dated November 19, 1940. [The said November 19, 1940 agreement apparently resulted from Ordinance No. 582, approved November 14, 1940.]	

Ordinance	Agreement	Municipality	Area
No. 136 April 23, 1962	May 1, 1962	West Milford Borough	Storm sewer and facilities - Diller and Lougean Avenues - Navy Way

#### Terms

Borough agrees to prepare plans and specifications for proposed sewer construction and facilities from intersection of Diller and Lougean Avenues extending southeastwardly on Diller Avenue to Navy Way in City; thence on Navy Way approximately 180' in northeastwardly direction in City; thence in Borough in southeastwardly direction across private properties to and across Poplar Street; thence southeastwardly 380' across private properties to Aspen Street; thence northeastwardly in Aspen Street 330' to point; thence southeastwardly 100' to a point of outfall. Provide rights-of-way through private properties within Borough and engineering services.

Borough to take Bids and Award Contract.

Borough to supervise construction, prepare estimates, pay contractor(s) who is to provide insurance for City and Borough.

Borough and City agree that City's share of cost will be actual cost of construction on Diller Avenue from intersection of Lougean Avenue to Navy Way, thence on Navy Way approximately 180' northeastwardly; thence southeastwardly to Poplar Street, plus 9% of said cost for engineering.

Borough and City agree that the completed sewer shall be maintained by Municipality in which they are located. City will provide whatever engineering and inspection deemed necessary to supervise construction on that portion of work to be paid by City.

Ordinance	Agreement	Municipality	Area	Terms
No. 179 May 6, 1959	May 28, 1959	Baldwin Borough and Municipal Authority of Baldwin Borough	Glass Run Watershed. Glass Run Road Area. Glass Run-Monongahela River.	<p>Borough has established Municipal Authority of Baldwin to collect raw sewage and convey to existing facilities of Alcoa. x</p> <p>Authority to advertise and award contract, etc., for construction of sanitary trunk sewer system, "Sewage Collection Project Contract " 6, Part I, Glass Run Interceptor Sewer . . . , Glass Run Sanitary Trunk Sewer.</p> <p>Authority to maintain said sewer, supervise and collect proper connection and inspection fees for connecting to said sewer; no connection on to said sewer until City or Borough, whichever appropriate, grants its connection permit.</p> <p>Cost of design, supervision and construction of said sewer and maintenance cost borne by City and Borough in amounts and proportions set forth.</p>
<p>City agrees to pay Authority 38% of current construction estimates, right-of-way acquisition costs, engineering expense and other incidental construction costs. In event of U.S. or Commonwealth of Pennsylvania contribution to any part of this work, amounts payable by any party hereto shall abate in proportions of their respective contributions.</p> <p>City reserves right to institute Viewers' Proceedings for assessment of land abutting said sewer or charge abutting property owners on foot frontage basis.</p> <p>Authority may assign all its rights and liabilities to Borough; if Authority terminates, Borough assumes all rights and obligations hereunder</p>				

Ordinance	Agreement	Municipality	Area
No. 383 Dec. 5, 1963	Dec. 9, 1963	Baldwin Borough and Municipal Authority of Baldwin Borough	Glass Run Watershed

Terms

Supplements Agreement dated May 28, 1959, entered into by the parties providing for the construction of a sanitary trunk sewer system "Part I. Glass Run Interceptor Sewer . . .", designated "Sewage Collection Project Contract 6".

City and Borough authorize authority to Joint Viewers Proceedings to collect the costs of construction of Glass Run Sanitary Trunk Sewer.

Authority to institute and complete Viewers proceedings with respect to all property involved in Glass Run Sanitary Trunk Sewer project, whether property located in City or in Borough.

City to pay to Authority 38% of all expenses properly attributable to Viewers' Proceedings. Authority may collect all proceeds paid pursuant to and resulting from Viewers' Proceedings; Authority to distribute to City 38% of such proceedings quarterly; all liens not satisfied within reasonable time after filing filed by and in name of Authority; with respect to those liens not satisfied within reasonable time after filing the parties may hereafter agree to provide for full satisfaction of Authority's obligation to make payment to City under (Paragraph 4) above.

Ordinance	Agreement	Municipality	Area	Terms
No. 190 July 6, 1935		Brentwood Borough	Main Trunk Sanitary Sewer in Streets Run Drainage Basin from line dividing City and West Mifflin and Baldwin Townships to outlet in Streets Run about 190' north of Riverston Street (near Monongahela River)	<p>City to construct Main Trunk Sanitary Sewer along Streets Run to dividing line of City and Mifflin and Baldwin Townships.</p> <p>City agrees to permit Borough to connect trunk sanitary sewer to be constructed by it to said City trunk sanitary sewer at City Line.</p> <p>Borough agrees to pay City \$20,000 as equitable share of construction cost of said City trunk.</p> <p>City to maintain and repair said City Line and Borough to pay 25% of cost of same.</p> <p>Borough agrees it shall not permit any other municipality, individual or corporation, not located in Borough to discharge any sewage into Borough's said trunk sanitary sewer unless written City permission given.</p>

For sanitary or domestic drainage only construction, maintain and repair cost of Borough's Main Trunk Sanitary Sewer, at no cost to City.

Mutual rights of inspection.

If City required or finds it necessary or advisable to extend main trunk sanitary sewer from Streets Run to lower point or to construct sewage treatment works, then Borough will pay proportionate share of cost of construction maintenance, repair and operation of aforesaid based on area and present and future estimated Borough population.

City has right to permit other municipalities to connect with its trunk sanitary sewer provided that the Borough's use of same is not interfered with.

Ordinance	Agreement	Municipality	Area
No. 8 January 15, 1955.	April 11, 1955	Scott Township	McMonagle Avenue <u>Little Saw Mill Run Drainage Basin</u>  and <u>Saw Mill Run Drainage Basin</u>

#### Terms

City has constructed a Branch Trunk Sanitary Sewer in Little Saw Mill Run Drainage Basin and a Trunk Sanitary Sewer in Saw Mill Run Drainage Basin, with an outlet into Ohio River.

City agrees to permit Township to discharge sewage from parcel of land of 18 acres extending southwardly from Greentree Borough-Township Line between Greentree Road and Township-Mt. Lebanon Township Line into City Sanitary Sewer on McMonagle Avenue.

City to maintain and repair Branch Trunk Sanitary Sewer in Little Saw Mill Run Drainage Basin from City-Township Line at McMonagle Avenue to Main Trunk Sanitary Sewer in Saw Mill Run Drainage Basin; Township to pay 94% of cost of said maintenance, including reconstruction, etc., in connection with same.

City agrees to maintain and repair the trunk sanitary sewer in Saw Mill Run Drainage Basin from branch trunk sanitary sewer in Little Saw Mill Run Drainage Basin to outlet in Ohio River; Township to pay 0.17% of cost of maintenance, including reconstruction, etc., in connection with the same. Necessity for any of the above work and cost determined by DPW.

When sewage disposal is an accomplished fact, or prior to that time if necessity should arise, Township will pay any cost as may be determined in the General Plan for Sewage Disposal as same pertains to said 18 acre parcel of land.



Ordinance	Agreement	Municipality	Area	Terms
No. 38 January 23, 1929		Greentree Borough	East Carnegie District	<p>Borough is granted permission to connect a 9" Sanitary Sewer on Noblestown Road to the City sanitary sewer on Woodkirk Street, and also to connect a branch on Noblestown Road opposite Kenmore Street to the City sewer on Moffat Street, in accordance with the plan hereto attached and made a part hereof and under the direction and supervision of the Director of the Department of Public Works of the City of Pittsburgh and providing that the City of Pittsburgh shall have the authority and right to revoke this permission upon giving six month's notice to the proper officers of Greentree Borough.</p>
No. 152 May 8, 1947		Greentree Borough		<p>An Ordinance - Authorizing and directing, the Mayor and the Director of the Department of Public Works to give six (6) months' notice to the proper officers of Greentree Borough, revoking permission of Borough to connect certain sewers of Greentree Borough into the City sewerage system.</p> <p>The Council of the City of Pittsburgh hereby enacts as follows:</p> <p>Section 1. The Mayor and the Director of the Department of Public Works are authorized and directed to give six (6) months' notice to the proper officers of Greentree Borough, revoking permission granted by Ordinance No. 38, approved January 23, 1929, giving said Borough permission to connect certain sewers of Greentree Borough into the City sewerage system.</p> <p>Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance. Passed April 28, 1947. Approved May 8, 1947. Ordinance Book 54, p. 633.</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 158 April 11, 1938		Greentree Borough	Potomac Avenue Branch Sanitary Trunk Sewer in Little Saw Mill Run Basin	<p data-bbox="1154 1473 1291 2333">Paragraph III of the Agreement embodied in Section 1 of Ordinance approved November 7, 1936 [No. 388] amended by changing time for payment of monies to City by Borough:</p> <p data-bbox="1003 1817 1031 1876">III</p> <p data-bbox="781 1462 971 2413">The Borough agrees to pay to the City the sum of Sixteen Hundred Sixty-six Dollars and Sixty-nine Cents (\$1,666.69), being its equitable share of the cost to the City of constructing the branch sanitary trunk sewer in Little Saw Mill Run Basin, as follows:</p> <p data-bbox="646 1553 748 2354">50% thereof not later than six (6) months after the connection has been made, and the remaining</p> <p data-bbox="521 1553 618 2354">50% not later than one (1) year after the connection has been made, without interest.</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 574 December 29, 1947.	July 20, 1949	Greentree Borough	City-Borough Line at Hamburg Street.  <u>McCartney Run Storm</u> <u>Trunk Sewer at Wabash</u> <u>Avenue.</u>  <u>Saw Mill Run Main</u> <u>Trunk Sanitary Sewer</u> <u>McKnight Street to</u> <u>Ohio River Outlet</u>	<p>City has constructed a combined sewer on Greentree Road, from point near City-Borough Line at Hamburg Street, to <u>McCartney Run Storm Trunk Sewer at Wabash Avenue</u> and the <u>Saw Mill Run Main Trunk Sanitary Sewer from McKnight Street to Outlet in Ohio River.</u></p> <p>City agrees to permit Borough to discharge combined drainage from parcel of ground of 18.90 acres, extending from City-Borough Line at Hamburg Street, southwardly to City Sewer on Greentree Road at Hamburg Street, for which Borough agrees to pay City \$5200 as its share of cost of constructing sewer on Greentree Road, from point near City-Borough Line at Hamburg Street, to <u>McCartney Run Storm Trunk Sewer at Wabash Avenue</u>, and the <u>Saw Mill Run Main Trunk Sanitary Sewer from McKnight Street to outlet in Ohio River</u>, payable in 60 days after completion of the connection discharging to City sewer on</p>
Greentree Road at Hamburg Street. City agrees to maintain and repair said sewer on Greentree Road from point near City-Borough Line, etc., and the Saw Mill Run Main Trunk Sanitary Sewer from McKnight Street, etc., and Borough agrees to pay 27.50% of cost of said maintenance including reconstruction, etc., in connection with said City sewer on Greentree Road and a 0.16% of cost of said maintenance including reconstruction, etc., in connection with said Saw Mill Run Main Trunk Sanitary Sewer.				<p>Borough agrees that if City required to extend the said Saw Mill Run Main Trunk Sanitary Sewer from the outlet in Ohio River or construct sewage treatment works and do any other work necessary in connection with the drainage or disposal, then Borough will share its proportionate share of cost of construction, maintenance, including reconstruction, etc., of such extension and such sewage treatment works. Said proportionate share shall be 0.16% of the total cost.</p>

Ordinance	Agreement	Municipality	Area
No. 17 January 28, 1949		Greentree Borough	Bells Run Trunk Sewer

#### Terms

City has constructed a trunk sewer known as the Bells Run Sewer.

City agrees to permit Borough to discharge sewage from Green Acres Plan of lots into Bells Run Trunk Sewer at or near Poplar Street and Kearns Avenue; Borough agrees to pay City \$900 within 60 days after connection to City Sewer.

City agrees to maintain and repair Bells Run Trunk Sewer within City limits, to reconstruct or extend as may be necessary in the future and Borough agrees to pay 0.3% of such costs. Necessity for any of work and cost of same determined by DPW.

When sewage disposal is an accomplished fact, or prior to that time if necessity should arise, the Borough will pay any and all costs as may be determined in the general or overall plan for sewage disposal as the same pertains to the Green Acres Plan of Lots.

Ordinance	Agreement	Municipality	Area	Terms
No. 327 July 7, 1950		Greentree Borough	Bells Run Trunk Sanitary Sewer	<p>City has constructed a trunk sewer known as <u>Bells Run Trunk Sanitary Sewer</u></p> <p>City agrees to permit Borough to discharge sewage from parcel of land having area of 38 acres located S. E. of Noblestown Road near intersection of School Street opposite Baldwin Road into Bells Run Trunk Sanitary Sewer; Borough agrees to pay City \$3600 within 60 days after connection to City Sewer.</p> <p>City agrees to maintain and repair Bells Run Trunk Sanitary Sewer within City Limits, to reconstruct or extend as may be necessary in the future and Borough agrees to pay 1% of such costs. Necessity for any of above work and cost of same determined by DPW.</p>

When sewage disposal is an accomplished fact, or prior to that time if necessity should arise, the Borough will pay any and all costs as may be determined in the general or overall plan for sewage disposal as the same pertains to a parcel of land having an area of thirty-eight acres located southeast of Noblestown road near the intersection of School street opposite Baldwin road.

Ordinance	Agreement	Municipality	Area	Terms
No. 2 January 17, 1951	March 27, 1951	Greentree Borough	City Sanitary Sewer on McMonagle Avenue.  Saw Mill Run and Little Saw Mill Run Drainage Basins.	<p>City has constructed Branch Trunk Sanitary Sewer in Little Saw Mill Run Drainage Basin and a Trunk Sanitary Sewer in Saw Mill Run Drainage Basin with an outlet into Ohio River.</p> <p>City agrees to permit Borough to discharge sewage from parcel of land having area of 36 acres extending northeastwardly from Borough - Scott Township line between Greentree Road and City-Borough line into City Sanitary Sewer on McMonagle Avenue, for which permission Borough to pay City \$4,447.44 sixty days after completion of connection to City Sewer on McMonagle Avenue.</p> <p>City agrees to maintain and repair Branch Trunk Sanitary Sewer in Little Saw Mill Run Drainage Basin from City-Borough line at McMonagle Avenue, to Main Trunk Sanitary Sewer in Saw Mill Run Drainage Basin and Borough agrees to 1.87% of cost said Branch Trunk Sanitary Sewer. City agrees to maintain and repair trunk sanitary sewer in Saw Mill Run Drainage Basin to an outlet in Ohio River and Borough agrees to pay 0.33% of cost of said maintenance, including reconstruction, etc., in connection with the said trunk sanitary sewer. Necessity for any of the above work and cost of same determined by DPW.</p>

When sewage disposal is accomplished fact, or prior if necessity should arise, Borough will pay any costs as determined in the General Plan for Sewage Disposal as same pertains to parcel of land having area of 36 acres extending northeastwardly from Borough-Scott Township Line, between Greentree Road and City-Borough Line.

Ordinance	Agreement	Municipality	Area	Terms
No. 402 Oct. 22, 1956	November 8, 1956	Greentree Borough	Bells Run Trunk Sanitary Sewer	<p>City agrees to permit Borough to discharge sewage from parcel of land having area of 25.81 acres located in vicinity of Ringold Avenue, Churchill Road and Poplar Street, in Borough into Bells Run Trunk Sanitary Sewer. Borough to pay City \$705.13 60 days after completion of connection to City Sewer. City to maintain and repair the Bells Run Trunk Sanitary Sewer within City limits, to reconstruct or extend as may be necessary in the future and Borough agrees to pay 0.60% of such costs. Need for any of the above work and costs of same determined by DPW. Borough agrees to cooperate to the extent of the total of the percentage involved in the proportionate areas of the Borough and City when and if it becomes necessary to construct a relief sewer or reconstruct a portion of the main sewer.</p> <p>When sewage disposal is accomplished</p>

fact, or before if necessity should arise, Borough to pay any costs as may be determined in the General Plan for sewage disposal as same pertains to a parcel of land having area of 25.81 acres located in vicinity of Ringold Avenue, Churchill Road and Poplar Street in Borough

Ordinance	Agreement	Municipality	Area
No. 400 Nov. 23, 1959	Dec. 7, 1959	Greentree Borough	Crane Avenue. Basin area in or adjacent to both municipalities from Borough-City Line to existing City Trunk Sewer in Banksville Road.

#### Terms

Common sewer to be constructed by both municipalities to convey sewage to existing intersecting Alcosan facilities.

City and Borough agree to construct Sanitary Sewer from City-Borough Line at point about 700' north along said line from Short Street in Borough, eastwardly through private property to Crane Avenue, eastwardly along Crane Avenue, to existing trunk sewer in Banksville Road. City to build and maintain same.

City to condemn necessary right-of-way within City.

All land acquisition costs, fees, paid professional engineer, construction costs, maintenance and other proper incidental necessary costs in construction of sewer - 66-2/3% Borough and 33-1/3% City; Borough to pay on current estimates of cost (\$51,000) within 30 days as submitted by City.

Apportionment aforesaid predicated on respective sewer usage by each municipality.

Both parties recognize that usage by each will vary in proportion to number of houses located in service area development of each contribution of each for maintenance expenses in aforesaid proportion for the year following the date of completion of sewer construction, which shall be taken as date of final payment to contractor(s) to construct sewer. City shall own said sanitary sewer after constructed. Borough also agrees to pay fee of \$700 for privilege and right to tap in and discharge its sewage into City's existing Banksville Road Trunk Sewer.

Hereafter on the succeeding year's anniversary date of completion, the sewer usage of each municipality shall be adjusted from data available in the Office of the Superintendent of the Bureau of Building Inspection of the City and the Building Inspector of the Borough to reflect the total usage by each. The contribution for construction costs shall then be made on the basis of the readjustment of the apportionment as originally established. To the extent that the recomputed usage varies from the basic one-third- two-thirds construction cost contribution ratio, an additional contribution to construction cost shall be made by the one municipality to the other.

Maintenance expense shall annually be shared in accordance with recomputed sewer usage, The Director for the Department of Public Works of the City of Pittsburgh shall make the recomputed sewer usage basis and apportionment of maintenance costs annually between the City and the Borough.



Ordinance	Agreement	Municipality	Area	Terms
No. 91 April 2, 1963	April 2, 1963	Greentree Borough	<u>Poplar Street</u> <u>Drainage</u> Basin area in or adjacent to both political subdivisions - <u>Bells</u> <u>Run Valley</u>	<p>             To rehabilitate existing sewer systems              in vicinity of <u>Poplar Street and Kearns</u>  <u>Avenue to convey storm and sanitary sewage</u>              to existing Alcosan intercepting facilities.           </p> <p>             City and Borough to reconstruct certain              storm and sanitary sewers and manholes at              intersection of Poplar and Kearns; City to              build and maintain said reconstructed              sewage facilities. Borough pays costs of              intersection chamber. City pays 75% and              Borough pays 25% of costs of diversion              chamber and sewer reconstruction              incidental thereto. Aforesaid apportionment              is predicated on respective sewer usage by              each municipality and City shall own              sewers and structures provided for herein              after same constructed.           </p>

Ordinance	Agreement	Municipality	Area	Terms
No. 259 July 11, 1960		Greentree Borough	McKenna Avenue Boundary Street between City and Borough.	<p>McKenna Avenue is unimproved Street, center line of which is dividing line between City and Borough; City-Borough owners abutting on portion of McKenna Avenue requesting grading, paving, curbing and drainage of said street.</p> <p>City and Borough agree to grade, pave, etc., and drain McKenna Avenue commencing at Borough-City Line, thence northwesterly to point at western corner of Lot No. 3 in Arnold Acres Plan in City, as shown on Construction Plan.</p> <p>Borough to advertise for bids and award construction contract(s) subject to City approval. City and Borough agree that all grading, paving, curbing and drainage expenses, fees paid for professional engineering, maintenance and other proper</p>

costs incidental and necessary in the construction of McKenna Avenue aforesaid shall be divided equally between Borough and City.

Costs, damages and expenses of same shall be assessed against and collected from properties specially benefited thereby in accordance with applicable Acts of Assembly.

[McKenna Avenue between Lots Nos. 3 and 16 in Arnold Acres Plan of Lots]

Ordinance	Agreement	Municipality	Area
No. 395 August 18, 1949	September 26, 1949.	Crafton Ingram Boroughs	28th Ward Storm Sewer County Bridge No. 3 Chartlers Creek.

# Terms

Boroughs propose to construct as a county aid project a storm sewer for additional surface water drainage in said Boroughs resulting from improvement by Allegheny County of Steuben Street, which sewer will extend from Center and Valley Streets in Ingram Borough to a point in Chartlers Creek within City.

City to permit Boroughs to enter upon that part of City's streets in 28th Ward lying between intersections of Steuben Street and Ingram Avenue and at a point in Chartlers Creek south of said intersection, said streets being the approach to County Bridge No. 3, for the purpose of constructing, maintaining, operating, using and renewing the storm sewer.

Boroughs agree to assume cost of construction and all future maintenance cost of same including street pavement restoration and further agree that City shall have right to connect storm water drainage to same at any point where said sewer is within City limits.

A G R E E M E N T

THIS AGREEMENT, dated for convenience of reference as of the  
first day of \_\_\_\_\_, 1949, by and among

CITY OF PITTSBURGH

(hereinafter sometimes called the "City"), a municipal corporation of  
the Commonwealth of Pennsylvania located within the County of Allegheny,

ALLEGHENY COUNTY SANITARY AUTHORITY

(hereinafter sometimes called the "Sanitary Authority"), a body corporate  
and politic of the Commonwealth of Pennsylvania duly created and existing  
under the provisions of the Municipality Authorities Act of 1945, as  
amended, and

TOWNSHIP OF  
BOROUGH OF

"Township"), a political subdivision  
(hereinafter sometimes called the "Borough"), a municipal corporation  
of the Commonwealth of Pennsylvania also located within the County of  
Allegheny,

WITNESSETH:

Township  
WHEREAS, The City and the Borough have heretofore constructed  
certain sewers but do not have facilities for the treatment and disposal  
of sewage, and sewage entering their sewers is being discharged without  
treatment into the rivers and streams; and

WHEREAS, A number of municipalities adjacent to the City have  
connected their sewers with the City's sewerage system; and

WHEREAS, There are ~~many~~ industries in the Pittsburgh area which are discharging large quantities of industrial wastes without treatment either directly into such rivers and streams or indirectly through the sewers of the municipalities in which they are located; and

WHEREAS, Such discharge of untreated sewage and industrial wastes has polluted the rivers and streams, and such pollution has made the rivers and streams undesirable as sources of public water supply and unsafe for bathing, boating and other recreational purposes; is detrimental to business and commercial interests in the Pittsburgh area; and constitutes a serious menace to the health and safety of the inhabitants of the City, the Borough <sup>Township</sup> and such adjacent municipalities: and

WHEREAS, The Sanitary Water Board of the Commonwealth of Pennsylvania (hereinafter sometimes called the "State Board"), acting to abate stream pollution, pursuant to authority conferred upon it by the Act of the General Assembly of Pennsylvania approved June 22, 1937, P.L. 1987, as amended, ordered and directed all sewered municipalities in Allegheny County, including the City and the Borough <sup>Township</sup>

(a) to discontinue the discharge of untreated sewage into the waters of the Commonwealth, and

(b) to submit, either alone or jointly with any other mutually interested municipality or municipalities, construction plans and specifications for the necessary sewers, pumping stations and

treatment works to collect and convey  
its sewage to a suitable site or sites  
and provide treatment thereof: and

WHEREAS, Shortly thereafter, the Sanitary Authority was organized by the County Commissioners of Allegheny County to collect, transport, treat and dispose of the sewage and industrial wastes of all the municipalities in the County and thus enable them to comply with the orders of the State Board; and

WHEREAS, The Sanitary Authority, after extensive studies and investigations, submitted a metropolitan project to serve, under a uniform schedule of rates, almost all of the sewered municipalities in Allegheny County and the Cities of New Kensington and Arnold in Westmoreland County, but such project was not accepted by the affected municipalities: and

WHEREAS, The Sanitary Authority thereupon prepared a number of zone projects to serve groups of such municipalities, among which projects were several centering about the City: and

WHEREAS, Of these projects, the City has accepted one capable of serving a potential area comprising not only the whole City but also all or portions of fifty-eight adjacent municipalities, including the Township; Borough; and

WHEREAS, The City has executed an agreement with the Sanitary Authority for the preparation of detailed construction plans and specifications for a Sewage Disposal System adequate to meet the present and foreseeable future needs of such potential area, and has agreed to

advance to the Sanitary Authority, as a loan, the entire cost of such plans and specifications, estimated at Two Million (\$2,000,000) Dollars; and

WHEREAS, Plans and specifications for any sewage disposal system will be valueless unless substantially all the municipalities to be served, or their residents, become legally bound to accept and pay for sewage collection and treatment service from the time the system goes into operation until such time as the bonds to be issued for constructing the system shall be fully retired by the revenues thereof; and

WHEREAS, The agreement between the City and the Sanitary Authority therefore provides that every drainage basin beyond the City within the potential service area shall be excluded unless substantially all the municipalities therein, or their residents, become so bound; and

WHEREAS, The City is willing to pay, or to require its residents to pay, after the Sewage Disposal System is constructed and goes into operation, the same rates for service therefrom as shall be charged and collected throughout the remainder of the System's entire service area; and

WHEREAS, Such uniform rates would result in much lower cost to Township the Borough and its residents than would result from the construction and operation of a sewage disposal system for the Borough alone; and Township

WHEREAS, The State Board has recently ordered the Borough to Township inform it that the Borough has executed an agreement with the Sanitary Authority to participate in the project accepted by the City, or to inform the State Board that it has engaged a consulting engineer to proceed

in some other manner with the preparation of plans for treatment of the  
Township;  
sewage of the Borough: and

WHEREAS, The execution of the present Agreement by the Borough  
Township  
will benefit the Borough and its residents and will constitute  
compliance with the orders of the State Board.

NOW, THEREFORE, in consideration of the premises and the under-  
takings of each party to the others, the parties hereto, each intending  
to legally bind itself, its successors and its assigns, covenant and  
agree as follows:

1. The City and the Sanitary Authority reaffirm their agree-  
ment of August 1, 1949, whereunder the City agrees to loan to the  
Sanitary Authority Two Million (\$2,000,000) Dollars for the preparation  
of detailed construction plans and specifications for a Sewage Disposal  
System adequate to serve a potential area comprising the City and all or  
portions of fifty-eight adjacent municipalities, including the Borough.  
Township.  
The City and the Sanitary Authority each covenants with the Borough  
Township  
to carry out its undertakings under said agreement of August 1, 1949.

2. The City has decided to include in the service area of the  
Sewage Disposal System only such drainage basins beyond the City as may  
be served without increasing the cost of service to the City and its  
residents. The City therefore reserves the right, by ordinance, to  
terminate and rescind this Agreement if in its opinion an insufficient  
number of municipalities in the same drainage basin or basins as the  
Township  
Borough have executed agreements similar to the present Agreement on or  
before November 1, 1949.



If the City shall duly enact such ordinance on or before December 31, 1949, this Agreement shall automatically terminate and become null and void on January 1, 1950, and neither the City nor the Sanitary Authority shall be liable to the Borough <sup>Township</sup> in any way for <sup>Township</sup> excluding the Borough from the service area of the Sewage Disposal System to be designed by the Sanitary Authority, or for the consequences of such exclusion. If no such ordinance shall be enacted by the City on or before December 31, 1949, this Agreement shall continue in full force and effect.

3. The City reserves the right, after the plans and specifications to be prepared by the Sanitary Authority shall have received the final approval of the State Board, to designate the agency which shall construct and operate the Sewage Disposal System. Such agency, hereinafter referred to as the "Sewage Agency", may be the City itself, the Sanitary Authority, a municipal Authority to be organized by the City, or any other agency having legal authority to construct and operate the Sewage Disposal System.

The parties agree that the rights given under this Agreement to the Sewage Agency are primarily given to the Sanitary Authority, for the benefit of the City, and that the Sewage Agency designated by the City, if other than the Sanitary Authority, shall be the assignee of the Sanitary Authority's rights. The Sanitary Authority agrees that the designation by the City of a Sewage Agency other than the Sanitary Authority shall constitute an assignment, by the Sanitary Authority to the Sewage Agency so designated by the City, of the Sanitary Authority's rights as Sewage Agency under this Agreement. If the designated Sewage

Agency is the City, such assignment shall become effective automatically; if it is neither the City nor the Sanitary Authority such assignment shall become effective upon formal acceptance of this Agreement by the designated Sewage Agency. The Sanitary Authority further covenants to execute promptly, upon request of the City, a formal assignment of such rights to such designated Sewage Agency, though such formal assignment is not necessary. The Borough <sup>Township</sup> recognizes that performance of the duties imposed by this Agreement on the Sewage Agency will be substantially the same whether done by the City itself, the Sanitary Authority, an authority to be organized for such purpose by the City, or any other lawful agency, inasmuch as the personnel of the Sewage Agency during the extended life of this Agreement cannot be foreseen and would in any event not be selected by the Borough, <sup>Township</sup> and since the sewage service charges of the Sewage Agency, as more fully hereinafter set forth, must be uniform and are limited to yield only sufficient revenues to meet administrative and operating expenses and debt requirements. The <sup>Township</sup> Borough therefore hereby specifically assents to any such assignment, and covenants to perform all acts and discharge all duties and obligations required of the Borough <sup>Township</sup> under this Agreement, whether the Sewage Agency be the Sanitary Authority or any other agency designated by the City.

The City covenants that within a reasonable time after receiving an order from the State Board to construct the Sewage Disposal System, following final approval of the plans and specifications therefor the City will by proper ordinance designate a suitable Sewage Agency to construct and operate the Sewage Disposal System in accordance with this

Agreement. Paragraphs 4 - 18 of this Agreement shall not be carried into effect until the City shall, by formal ordinance duly enacted, designate such Sewage Agency.

4. The Sanitary Authority covenants with the City and Borough, Township, and the City similarly covenants with the Borough, Township, that if it is designated by the City to be the Sewage Agency, it will well and truly perform all the acts and discharge all the duties and obligations imposed upon the Sewage Agency by this Agreement; and that if it is not so designated, it will cooperate fully with the designated Sewage Agency and will assign to it, without charge, any rights and powers it may have in aid of the carrying out of the remaining provisions of this Agreement.

5. The City covenants with the Borough and the Sewage Agency Township that the rates and charges to be imposed and collected by the Sewage Agency, as hereinafter set forth, shall be uniform throughout the service area of the Sewage Disposal System and in particular shall be the same within the City as within the Borough, Township, and that all duties and obligations hereinafter imposed upon the Borough Township will likewise be assumed and borne by the City.

6. The Sewage Agency designated and qualified pursuant to the provisions of Paragraph 3 of this Agreement shall

(a) promptly issue and sell revenue bonds, secured by its revenues and receipts collected pursuant to this Agreement and to similar agreements with other municipalities and by all

other revenues and receipts of the Sewage Disposal System, in sufficient amount to pay

(1) the cost of constructing the Sewage Disposal System and placing the same in operation,

(2) all loans and advances heretofore or hereafter made to the Sanitary Authority by the City and the Federal Works Administration,

(3) all obligations incurred by the Sanitary Authority and by the Sewage Agency which are repayable out of such bond proceeds, and

(4) all other lawful requirements of the Sewage Agency, including, but without limitation, the cost of all lands, property, rights, easements and franchises acquired, financing charges, the cost of legal services, administrative expenses and all other expenses necessary or incident to the construction of the Sewage Disposal System and to the financing thereof;

(b) upon receipt of the proceeds of such bonds, proceed promptly and with due diligence

in the construction of the Sewage Disposal System, with the privilege of awarding all or portions of the actual construction work under separate contracts to the lowest responsible bidder for each contract;

(c) upon completion of the Sewage Disposal System, intercept all sewage and wastes of the Borough <sup>Township</sup> which are discharged from any municipal outfall sewer located along the interceptor sewers of the Sewage Disposal System (subject to the provisions of Paragraph 7 of this Agreement), transport such sewage and wastes to its treatment plant, provide such treatment and disposal thereof as may be required by law, and operate the Sewage Disposal System in an efficient and economical manner; and

(d) make such changes in and additions to the Sewage Disposal System as may be necessary to enable the Borough <sup>Township</sup> to comply with any future lawful orders of the State Board or any other State or Federal Agency in respect of the treatment and disposal of <sup>Township's</sup> the Borough's municipal sewage and wastes which enter the Sewage Agency's interceptor

sewers, and shall issue additional revenue bonds for such purpose or purposes; provided, however, that the Sewage Agency shall have the right to increase its sewage service charges to such extent as will yield the additional revenue needed to meet all bond requirements and operating and other expenses incurred by the Sewage Agency in the design, construction and operation of such added facilities.

If any portions of the Sewage Agency's interceptor sewers and appurtenances thereof are located in the Borough, <sup>Township,</sup> the Sewage Agency shall have the right to enter upon and open such streets, public <sup>Township</sup> thoroughfares and vacant land owned by the Borough as may be necessary to install, construct, extend, replace, repair and maintain the same or any part thereof; provided, however, that all pavements and underground structures disturbed in the course of such work shall be restored to <sup>Township</sup> substantially their original condition. No Borough <sup>Township</sup> permit or license shall be required for any such work, and the Borough hereby waives all fees and charges in connection therewith.

It is understood and agreed that the Sewage Agency shall <sup>Township</sup> indemnify and save the Borough harmless from all costs and expenses (except those provided for in this Agreement), liability, claims and demands of any sort arising out of the construction, extension, replacement, operation, maintenance, repair or possession of the Sewage Disposal System by the Sewage Agency.

7. The Sewage Agency's interceptor sewers will be constructed approximately where shown on the map marked "Exhibit A" attached hereto and made a part of this Agreement. The Borough <sup>Township</sup> understands and agrees that the Sewage Agency will accept for treatment and disposal only such sewage and wastes entering the Borough's <sup>Township's</sup> sewers as are discharged from <sup>Township</sup> municipal outfall sewers (belonging to the Borough or to any other municipality) located along such interceptor sewers, and that it shall be the obligation of the Borough <sup>Township</sup> to bring its sewage and wastes to a proper point of connection with such interceptor sewers, as hereinafter set forth. If the Borough <sup>Township</sup> is not wholly within the service area shown on Exhibit A attached hereto, the Sewage Agency shall not have any obligation to serve any portion of the Borough <sup>Township</sup> outside such area unless another agreement similar to the present Agreement shall be executed covering such outside territory, as provided in Paragraph 8 hereof. No ~~sewer~~ connection whereby sewage or wastes from any such outside territory may reach a Sewage Agency interceptor sewer shall be made or permitted by <sup>Township</sup> the Borough in the absence of such an agreement.

Provision will be made, in the plans and specifications to be prepared by the Sanitary Authority, for the connection with the Sewage Agency's interceptor sewers of all municipal outfall sewers now in place <sup>Township</sup> therealong, and only such outfall sewers now being used by the Borough as are located therealong will be connected with the Sewage Agency's <sup>Township</sup> interceptor sewers without cost to the Borough.

All other outfall sewers now used by the Borough <sup>Township</sup> and every municipal outfall sewer hereafter constructed shall be brought to a point

to be approved by the Sewage Agency (or, prior to the designation and qualification of the Sewage Agency, by the Sanitary Authority), in order that proper connection with the Sewage Disposal System may be made. Each such connection shall be made in such manner as the Sewage Agency shall direct, and at the expense of the municipality or municipalities using such outfall sewer.

8. The City and the Sanitary Authority reserve the right, prior to the designation of the Sewage Agency, and the City and the Sewage Agency shall have the right thereafter, subject to the approval of the State Board but without consulting or notifying the Borough, to <sup>Township</sup> permit municipalities which are partially or entirely outside such service area to pump or drain additional sewage or wastes from territory outside such service area into the Sewage Disposal System for treatment and disposal by the Sewage Agency; provided, however, that no such permission shall be given unless an agreement similar to the present Agreement shall be executed with the affected municipality or municipalities.

The City and the Sanitary Authority, or the City and the Sewage Agency, as the case may be, also reserve the similar right to enter into agreements with industrial firms within and without the service area for the treatment and disposal of their sewage and wastes which do not enter a municipal sewer; provided, however, that the service charges shall be at least as high as those imposed on the Borough <sup>Township</sup> and its water users by this Agreement.

9. The Borough <sup>Township</sup> covenants and agrees that the Sewage Agency shall be the sole and exclusive agency, during the entire life of this



Agreement, to provide sewage treatment and disposal service to the Township Borough or to such portion thereof as is within the service area of the Sewage Disposal System and to all its water users therein who or which Township's discharge sewage or wastes into the Borough's sewerage system. The Township Borough hereby permits and authorizes the Sewage Agency to impose upon and collect from all such water users the sewage service charges hereinafter set forth, and covenants to perform all the acts, and discharge all the duties and obligations imposed upon it by this Agreement. The Township Borough further covenants that it will not itself engage in the business of providing sewage treatment and disposal service to such water users, nor will it authorize or permit any other agency, public or private, to do so in competition with or in substitution for the Sewage Agency.

10. Beginning immediately after the Sewage Disposal System has been completed and put in operation, the Sewage Agency shall, for the services and facilities furnished or to be furnished by it, impose upon and collect from the owner, tenant or occupant of each lot or parcel of Township land within the Borough from which sewage or wastes enter a Borough sewer and thence reach the Sewage Disposal System (hereinafter sometimes called a "user" or "water user"), rates, fees or charges (hereinafter sometimes called "sewage service charges" or "charges"), which shall be based or computed upon the quantity of water used in or upon such lot or parcel as determined by gauging or metering or otherwise.

The Sewage Agency's schedule of sewage service charges shall be uniform throughout the entire service area of the Sewage Disposal System, and shall be so calculated as to yield in the aggregate during each month

or quarter year the amount required in each such month or quarter year for paying all current administrative and operating expenses of the Sewage Agency and the interest on and the principal of all outstanding bonds and other obligations as the same become due and payable, and to create such reserves for such purposes as may be required by the resolution authorizing the issuance of its bonds or in the trust indenture securing the same. The schedule shall impose reasonable minimum charges, may include such block rates for metered water users and such charges for flat-rate water users as the Sewage Agency shall determine, and shall provide extra charges for commercial and industrial wastes which impose an extraordinary burden on the Sewage Disposal System. The schedule shall be adjusted from time to time in such manner as the Sewage Agency shall deem necessary or proper to insure the collection of adequate revenues to meet its financial requirements.

In case any water user is not the owner of the premises in or on which the water is used, the Sewage Agency may also impose such sewage service charges upon and demand payment thereof from the owner of such premises, so that if payment is not made promptly, a lien therefor against the premises served may be filed by the Borough <sup>Township</sup> as assignee of the Sewage Agency delinquent accounts, as provided in Paragraph 14 of this Agreement.

<sup>Township</sup>  
11. The Borough covenants that during such time as sewage service charges of the Sewage Agency are in effect the Borough <sup>Township</sup> will not impose upon any person, firm or corporation, or upon any property, any rental, rate or charge whatever for the use of or for the privilege of

Township  
 using any Borough sewer connected with the Sewage Disposal System, to  
 the end that no person, firm or corporation shall be subject to both the  
 Township  
 Sewage Agency's sewage service charge, as herein provided, and a Borough  
 sewer rental, rate or charge of any kind whatever excepting general real  
 estate taxes, sewer connection and street opening permit or license fees,  
 and special assessments imposed according to law upon property benefited  
 by the construction of additional sewers, and excepting charges imposed  
 on other municipalities for the joint use, maintenance or repair of a  
 Township  
 Borough sewer or sewers.

The provisions of this Paragraph shall not apply so long as the  
 optional method of payment provided for in Paragraph 16 of this Agreement  
 is in effect.

12. All bills for sewage service charges shall be computed on  
 the basis of the quantity of water used, whether the water is furnished  
 Township  
 by the waterworks system of the Borough or secured from any other source

The sewage service charge to be paid by each water user within  
 Township  
 the Borough shall be computed as follows:

(a) Metered water customers -- by applying  
 the Sewage Agency's schedule of charges then in  
 effect to the quantity of water delivered to  
 each water customer during the preceding  
 quarter year or other meter period, as  
 measured by the most recent water meter reading;

(b) Flat-rate water customers -- by  
 applying the percentage set forth in the Sewage

Agency's schedule of charges then in effect to the flat-rate water bill;

(c) Users of water taken from a private water source or public stream -- by applying the Sewage Agency's schedule of charges then in effect to the quantity of water used as estimated by the Sewage Agency; provided, however, that if any such water user shall at his or its own expense install and maintain in good operating condition a meter or other measuring device of a type approved by the Sewage Agency, the amount payable by such water user shall be based upon the quantity of water used as so measured.

Township

If the Borough or other water supplying agency does not make available promptly to the Sewage Agency the necessary data for computing the sewage service charge of any water user, such water user shall be deemed to be a flat-rate water customer, and the sewage service charge for such water user shall be calculated in the same manner as for flat-rate water customers, based upon the estimated flat-rate water bill such customer would have to pay.

There shall be no free services rendered by the Sewage Disposal

Township

System, and the Borough (or any department, agency or instrumentality thereof) and all public corporations, all charitable or non-profit institutions and all school districts and other political sub-divisions

shall pay for the use of the services and facilities thereof in accordance with the established schedule of sewage service charges.

If any substantial portion of the water used regularly on any lot or parcel of land does not enter the Borough's <sup>Township's</sup> sewerage system, the owner, tenant or occupant of such lot or parcel may secure a reduction in the amount of the sewage service charges to be paid by him, subject to the established minimum charges, by installing, at his own expense and subject to such regulations as may be prescribed by the Sewage Agency, a separate meter or other measuring device approved by the Sewage Agency for measuring the water so used, in which event the quantity of water so used shall thereafter be excluded in computing the sewage service charges to be paid by the owner, tenant or occupant of such lot or parcel.

In cases where the character of sewage or industrial wastes from any commercial, manufacturing or industrial plant, building or premises is such that it imposes a burden upon the Sewage Disposal System in addition to the burden imposed by the average sewage, such additional charge shall be made therefor as the Sewage Agency shall deem to be fair and equitable to meet the additional cost of collecting, transporting, treating and disposing of such sewage or wastes; or the Sewage Agency may, if it deems it advisable, require the owner, tenant or occupant of such commercial, manufacturing or industrial plant, building or premises to pre-treat such sewage or wastes in such manner as shall be specified by the Sewage Agency before discharging such sewage or wastes into the Borough's <sup>Township's</sup> sewerage system.

13. In order to enable the Sewage Agency to compute its sewage service charges based thereon, as provided in Paragraph 12 hereof, the

Township,  
 Borough, if it operates its own waterworks system, shall furnish to the Sewage Agency, not later than the 15th day of the month following the month during which water bills are issued, a list or lists of all water meter readings and flat-rate water bills issued during the preceding calendar month together with the basis for each flat-rate water user's water bill, and shall include therein the meter readings of meters installed by water users taking water from a private water source or public stream. The Sewage Agency will request similar information from the private water company, municipal authority or other agency supplying water to any water users within the Borough. If by reason of failure to obtain such data promptly the Sewage Agency is compelled to treat any water users as though they were flat-rate water customers, as further provided above in the said Paragraph 12, and in so doing is obliged to survey the premises of each such water user for the purpose of determining his or its flat-rate water status, the cost incurred by the Sewage Agency in making such survey or surveys shall be repaid to it by Township. Township the Borough. The Borough authorizes the Sewage Agency to make such survey or surveys, and it is agreed that every water user, in accepting the Sewage Agency's service, authorizes the Sewage Agency to enter upon his or its premises for such purpose.

Township

The Sewage Agency will reimburse the Borough and other water supplying agencies, on or before April first of each year, for the reasonable added clerical expense incurred by each of them during the previous calendar year in preparing the lists of metered water data and of flat rate bills hereinabove referred to, but not for the cost of

reading meters, excepting only the cost of reading such meters as may be installed by or for users of water who are not connected with their respective waterworks systems.

14. The schedule of sewage service charges to be imposed and collected during any year by the Sewage Agency shall be so calculated and adjusted as to provide revenues which will be sufficient to pay all current expenses and meet all obligations of the Sewage Agency during such year. It is understood by the Borough that not all bills for sewage service charges will be paid promptly, and that some of such bills in an indeterminate amount will become delinquent each year. In consideration of the services rendered by the Sewage Agency to the Borough under the provisions of this Agreement, which will effect compliance by the Township Borough with the duty imposed upon it by law to cease the pollution of the waters of the Commonwealth, and in further consideration of the assignment to it of the delinquent accounts, as hereinafter provided, the Township Borough agrees to pay to the Sewage Agency, out of the Borough's current revenues as hereinafter provided, the face amount of all delinquent accounts of the Sewage Agency.

If any water user shall fail to pay the sewage service charges of the Sewage Agency within sixty (60) days after the due date of the bill therefor, the account of such water user shall be deemed delinquent. The Sewage Agency shall prepare and submit to the Borough, on or before January 1, April 1, July 1 and October 1 of each year, a list of all delinquent accounts, showing the face amount of each account, the penalty thereon, and the interest accrued. The Borough shall, within 60 days

after the furnishing of such list, pay to the Sewage Agency the face amount of all such delinquent accounts. Upon receipt of such amount from Township, the Borough, the Sewage Agency shall promptly assign to the Borough all Township such accounts, for the sole use and benefit of the Borough.

Township  
The Sewage Agency agrees that the Borough shall have the right to pursue and enforce any and all remedies now available or hereafter to become available to it, to compel payment by any delinquent water user of the sewage service charges, together with penalties, interest and costs, which may be due and owing by him or it.

Township  
15. The Borough agrees that if the schedule of sewage service charges in effect at any time does not, or in the opinion of the Sewage Agency may not, yield sufficient revenue to meet the Sewage Agency's financial requirements, or if the Sewage Agency finds that such schedule has proved to be inequitable, the Sewage Agency shall have the right at any time and from time to time to revise and adjust its sewage service charges in such manner and to such extent as it may deem advisable.

At least sixty (60) days before any revised sewage service charges shall become effective, the Sewage Agency shall submit in writing to the Borough a statement setting forth the new schedule of sewage service charges and the reasons why it was found necessary or desirable to put them into effect. Such new schedule of charges shall go into effect at the time specified in said statement (not earlier, however, than sixty (60) days from the furnishing of such statement), unless suspended by a final decree of a court of competent jurisdiction.

Township  
16. The Borough shall have the option of paying the aggregate amount of all sewage service charges which, under Paragraphs 10-15 of



this Agreement, would be payable by its water users, in consideration of Township's the performance by the Sewage Agency of the Borough's legal duty to cease the pollution of the waters of the Commonwealth. In such event, the individual charges of each water user shall be computed in the same manner as hereinbefore set forth, but instead of sending individual bills to all water users, all such individual bills shall be totaled and the Township. aggregate amount thereof shall be billed quarterly to the Borough. The Township Borough covenants that so long as such method of payment is in effect it Township's will pay each such quarterly aggregate amount, out of the Borough's current revenues as hereinafter provided, within sixty (60) days after the date of the bill therefor. The Sewage Agency will refund to the Township, Borough, on or before April first of each year, as a credit for the saving in billing expense, a sum equal to the average cost per customer incurred by the Sewage Agency during the preceding calendar year for billing and collecting its charges from individual water users in all other municipalities served by it, multiplied by the average number of Township. individual water users in the Borough.

Before the Sewage Disposal System is completed and put in Township operation, the Sewage Agency shall request the Borough in writing to indicate whether it desires to adopt the optional method of payment Township provided for in this Paragraph. Unless the Borough shall so indicate, by ordinance duly enacted not later than ninety (90) days after the date of the Sewage Agency's written request, and shall promptly send to the Sewage Agency a certified copy of such ordinance, the method of payment provided for in Paragraphs 10-15 of this Agreement shall become effective.

No change in the method of payment applicable to the Township Borough and its water users shall be made except at the request of the Township, Borough, made by ordinance duly enacted, and with the approval of the Sewage Agency, formally given by ordinance or resolution.

17. If there exists any connection through which sewage or wastes emanating from any territory outside the corporate limits of the Township Township's Borough enters the Borough's sewerage system and thence reaches the Sewage Agency's interceptor sewer, and if the municipality having jurisdiction over such territory does not execute an agreement with the Township Sewage Agency similar to this Agreement, the Borough shall either promptly shut off or remove such connection or shall pay to the Sewage Township's Agency, so long as such sewage continues to enter the Borough's sewerage system, the estimated cost of collecting, transporting, treating and disposing of such sewage, such estimated cost to be approximately the same as if the water users within such territory were subject to the Sewage Agency's prevailing sewage service charges.

18. The Borough Township shall annually provide in its budget for obtaining the funds necessary to meet its obligations under this Agreement. On or before October 1 of each year the Sewage Agency shall Township's supply to the Borough's governing body a written estimate of the total amount of delinquent accounts, or (if the optional method of payment is Township applicable to the Borough ) of the total aggregate amount of all sewage Township service charges, which the Borough will probably be required to pay to the Sewage Agency during the ensuing fiscal year; plus, in either case, the estimated amount (if any) due under Paragraph 17 of this Agreement.

Township .  
 The Borough shall, by proper ordinance, promptly levy a special tax, or provide for obtaining revenues in any other lawful manner, or resort to any two or more methods of securing the funds required under this Agreement, in such manner as to assure that the Borough shall obtain or collect during the ensuing fiscal year a sum which, together with any unused moneys remaining from previous years, will be at least 120% of such estimated amount to become due under this Agreement during such year. The revenues collected from such tax levy or from any other source so designated by the Borough, Township, or from any combination thereof which the Borough may elect to employ, shall be deposited to the credit of a special fund to be designated "Sewage Agency Fund", the moneys in which shall be used by the Borough Township to meet its obligations under this Agreement and shall not be used for any other purpose whatever.

If the entire amount due the Sewage Agency under this Agreement for any year is not paid out of the current revenues of the Borough Township for such year the balance thereof shall be paid out of the current revenues of succeeding years.

19. The Sewage Agency shall have the right to promulgate, issue, publish and enforce rules and regulations governing its activities and carrying into effect the provisions of this Agreement. Such rules and regulations may include provisions prohibiting or regulating the discharge into the Borough's Township's sewerage system of oils, acids and other substances which may be harmful to the Sewage Agency's sewers, pumping stations or other structures or which may interfere with the sewage treatment processes at the Sewage Agency's plant.

Township  
 The Borough may, in its own discretion and without let or  
 hindrance from the Sewage Agency, permit the connection with any Borough  
 sewer that discharges into a Sewage Agency interceptor sewer of any and  
 all premises used wholly as private dwellings, but no permit shall be  
 Township  
 issued by the Borough for the connection with any such sewer of any  
 premises used wholly or in part for commercial or industrial purposes  
 unless the application for such permit shall first have been submitted  
 to and been approved by the Sewage Agency.

Township  
 The Borough recognizes that the carrying out by the Sewage  
 Agency of its obligations under this Agreement will enable the Borough  
 Township  
 to perform the duty imposed upon it by law to provide for the proper  
 treatment and disposal of its sewage, and the Borough therefore agrees  
 Township  
 to exercise for the benefit of the Sewage Agency all rights and powers  
 which it may possess to carry into effect the purposes and intent of this  
 Township  
 Agreement. The Borough accordingly agrees, on request of the Sewage  
 Agency, to enact an ordinance incorporating all or designated portions of  
 the Sewage Agency's rules and regulations and providing appropriate  
 penalties for the violation thereof, to amend such ordinance from time to  
 time as requested by the Sewage Agency, and to enforce the provisions  
 thereof fully and prosecute all violators thereof diligently.

20. This Agreement shall become effective immediately, and shall remain in full force and effect, subject to the provisions of Paragraphs 2 and 3 hereof, until the date of expiration of the legal existence of the Sewage Agency or until the expiration of one calendar year following the payment in full of all bonds, notes and other obligations of the Sewage Agency, original and refunding, issued by it to finance the construction, replacement, maintenance and operation of the Sewage Disposal System and additions thereto, whichever date shall be later.

IN WITNESS WHEREOF, City of Pittsburgh has caused this Agreement to be executed by its Mayor and Director of the Department of Public Works and its official seal to be hereunto impressed, pursuant to Ordinance No. , duly enacted and approved on the day of , 1949; Allegheny County Sanitary Authority has caused this Agreement to be executed by its Chairman and its official seal to be hereunto impressed and attested by its Secretary, pursuant to a resolution duly adopted by its Board on the day of , Township 1949; and Borough of has caused this President of the Board of Township Commissioners Agreement to be executed by its Burgess and President of Council and its official seal to be hereunto impressed and attested, pursuant to

Ordinance No. \_\_\_\_\_, duly enacted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 1949.

Attest:

CITY OF PITTSBURGH

\_\_\_\_\_  
Secretary to Mayor

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Chief Clerk

\_\_\_\_\_  
Director, Department of Public Works

Approved as to form:

\_\_\_\_\_  
City Solicitor

Countersigned:

\_\_\_\_\_  
City Controller

Attest:

ALLEGHENY COUNTY SANITARY AUTHORITY

\_\_\_\_\_  
Secretary

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

Approved as to form:

\_\_\_\_\_  
Chief Counsel

BOROUGH OF

Attest: \_\_\_\_\_

By \_\_\_\_\_  
Burgess

\_\_\_\_\_  
Borough Secretary

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

Approved as to form:

\_\_\_\_\_  
Borough Solicitor

Attest:

TOWNSHIP OF

\_\_\_\_\_  
Township Secretary

By \_\_\_\_\_  
President of the Board of Township Commissioners

Approved as to form:

\_\_\_\_\_  
Township Solicitor



No. 54

## AN ORDINANCE

Authorizing the Mayor and the Director of the Department of Public Works to execute separate tri-party long-term agreements by and among the City of Pittsburgh, the Allegheny County Sanitary Authority and each of forty-one boroughs and townships providing for sewage treatment and disposal service by a single sewage disposal system and imposing uniform charges therefor payable by all affected municipalities and their residents, including the City of Pittsburgh and its residents.

~~SECTION 1. Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, That~~

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. The Mayor and the Director of the Department of Public Works are hereby authorized and directed to execute, for and in behalf of the City of Pittsburgh, separate tri-party agreements with the Allegheny County Sanitary Authority and each of the following municipalities:

### Boroughs

Aspinwall	Castle Shannon	Heidelberg	Sharpsburg
Avalon	Crafton	Homestead	Swissvale
Bellevue	Dormont	Ingram	Thornburg
Ben Avon	Edgewood	McKees Rocks	West Homestead
Ben Avon Heights	Emsworth	Millvale	West Mifflin
Brentwood	Etna	Mt. Oliver	West View
Bridgeville	Fox Chapel	Munhall	Wilkinsburg
Carnegie	Green Tree	Roslyn Farms	Whitehall

### Townships

Baldwin	O'Hara	Reserve	Scott	Stowe
Mt. Lebanon	Penn	Ross	Shaler	

in substantially the following form:



SECTION 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Ordained and enacted into a law in Council, this 6th day of February A. D. 1950

Thomas C. Kuylen  
President of Council.

Attest: James W. Peterson  
Clerk of Council.

Mayor's Office Feb 11 1950

Approved: David L. Lawrence  
Mayor.

Attest: John J. Magee  
Mayor's Secretary.

Recorded in Ordinance Book, Vol. 56 Page 412, 11th day of Feb 1950

File No. 1040

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**AN ORDINANCE**

Authorizing the Mayor and the Director of the Department of Public Works to execute separate tri-party long-term agreements by and among the City of Pittsburgh, the Allegheny County Sanitary Authority and each of forty-one boroughs and townships providing for sewage treatment and disposal service by a single sewage disposal system and imposing uniform charges upon their residents by all affected municipalities and their residents, including the City of Pittsburgh and the residents thereof.

in Council, *Jan. 17, 1950*, referred

Committee on *Public Works*

Clerk

Committee on *Public Works*

Clerk

Ordered to *be printed*

Recommendation

Clerk

in Committee on Finance, January 17, 1950, Read and laid on the table for one week for consideration of Subcommittee consisting of Messrs. Wells, Huff and Gallagher.

Presented by *[Signature]*

Attest:

in Council, *Feb. 6, 1950*  
Bill read, rule suspended.  
Read a second and third times  
and finally passed.

DRAWN BY THE LAW DEPARTMENT

1st Asst. City Solicitor

CLERK

*05760-1000*  
*05721-1000*  
*05719-1000*

*05760-1000*  
*05721-1000*  
*05719-1000*

ORD 343

THIS AGREEMENT

Made and entered into this tenth day of October 1953,  
by and between the Borough of West Mifflin and the City  
of Pittsburgh, both being municipal corporations of the State of  
Pennsylvania;

WITNESSETH

WHEREAS, The City has constructed a branch trunk sanitary sewer  
in Mifflin Road and a trunk sanitary sewer, known as the Streets Run  
sanitary sewer; and

WHEREAS, The Borough is desirous of draining a parcel of land  
having an area of two Hundred Eighty (280) acres into the Mifflin  
Road sanitary sewer of the City;

NOW, THEREFORE, the parties hereto, for and in consideration of  
the mutual covenants and conditions hereinafter specified, do hereby  
agree as follows:

## I.

The City agrees to permit the Borough to discharge sewage from  
a parcel of land having an area of 280 acres, lying in the Borough,  
into the City sanitary sewer on Mifflin Road.

## II.

The sanitary sewer to be constructed by the Borough on Lebanon  
Road through the Borough and through the City will be constructed by  
the Borough without cost to the City, and the Borough will take out  
any necessary permits required by the Pennsylvania State Highway De-  
partment. The City shall permit the construction of this sewer on  
Lebanon Road through the City to connect with the sanitary sewer on  
Mifflin Road.

## III.

The City shall have the right and privilege to connect the  
drainage from eighty-nine (89) acres lying within the City and north-  
wardly from the Borough to this sewer without charges or costs from  
the Borough.

IV.

In consideration of the above the Borough agrees to pay to the City the sum of \$21,216.00, payable as follows: \$5,000.00 within sixty (60) days after the execution of this agreement; three annual payments of \$5,000.00 each on the 30th day of June, 1954, 1955 and 1956, and a payment of \$1,216.00 on the 30th day of June, 1957.

V.

If and when the City finds it necessary to reconstruct the lower portion of the Streets Run sanitary sewer or to construct a relief sewer at that place, the Borough shall pay the City 10% of the cost thereof, limited to 10% of \$120,000.00, or \$21,600.00, payment to be made within sixty (60) days after the completion of the work involved.

VI.

The Borough agrees to maintain and keep in repair the sanitary sewer constructed by them on Lebanon Road, and the City agrees to maintain and keep in repair the branch trunk sanitary sewer on Kiffin Road and the Streets Run sanitary sewer. "Maintenance", as used in this agreement, shall include reconstruction or enlargement of relief sewers as may be necessary, and as determined by the City. The Borough shall pay 10% of the cost incurred by the City on such maintenance repairs. Such amounts are due and payable within thirty (30) days after presentation of a certified statement by the City to the Borough. The necessity for any of the above work and the cost of the same will be determined by the Director of the Department of Public Works of the City.

VII.

When sewage disposal is an accomplished fact, or prior to that time if the necessity should arise, the Borough will pay any and all costs as may be determined in the general or overall plan for sewage disposal as the same pertains to the parcel of land having an area of Two Hundred Eighty (280) acres, which the Borough is draining into Kiffin Road sanitary sewer.

VIII.

It is understood and agreed by the Borough that it shall not permit any other municipality, individual or corporation not located within the area specified in this agreement to discharge any sewage into the Lebanon Road sanitary sewer to be constructed by the Borough.

## IX.

The Borough agrees that no drainage other than sanitary or domestic sewage shall be admitted into any part of the Lebanon Road sanitary sewer, and that surface drainage and roof drainage shall be specifically excluded therefrom. The Borough further agrees that upon demand of the City it will make an investigation and check of surface drainage and roof drainage which might be entering into the sewer. On this investigation the City shall be represented by a person designated by the Director of the Department of Public Works. Should storm water be found entering the sewer the Borough agrees to immediately institute such action as may be necessary to discontinue such discharge, and on their failure to successfully do this the City shall take such legal action against the Borough as the City deems advisable.

## X.

This Agreement shall become effective from the date of its execution.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at the place and date above written, and it is entered into by the City under authority of Ordinance No. 343, approved October 7, 1953, and by the Borough under authority of Ordinance No. 177, approved Oct. 6, 1953.

ATTEST:

Robert L. Murphy  
Secretary to the Mayor

CITY OF PITTSBURGH

By David L. Kierulff  
Mayor

Virginia W. Kelly

By J. P. Fisher  
Director-Department of Public Works

APPROVED AS TO FORM:

James K. [Signature]  
City Solicitor

Countersigned: [Signature]  
City Controller

ATTEST:

James L. [Signature]  
Secretary

BOROUGH OF WEST MIFFLIN

By L. S. [Signature]  
President of Council

... as to form:  
Secretary to the Controller  
City of Pittsburgh

[Signature]

8821

**ALLEGHENY COUNTY SANITARY AUTHORITY**  
**3300 PREBLE AVENUE**  
**PITTSBURGH, PA., 15233**  
**766-4810**

**MEMBERS OF THE BOARD**

**JULIUS E. DRAF**  
CHAIRMAN  
**DAVID OLBUM**  
VICE-CHAIRMAN  
**RICHARD B. TUCKER, JR.**  
SECRETARY  
**JOHN E. CONNELLY**  
TREASURER  
**CHARLES E. COATES**  
ASST. SECY. - ASST. TREAS.

**LEON WALD**  
EXECUTIVE DIRECTOR

**RICHARD F. JONES**  
CHIEF COUNSEL

July 1, 1966

Mrs. Agnes L. McDonough, Chief Clerk  
Department of Law, City of Pittsburgh  
313 City-County Building  
414 Grant Street  
Pittsburgh, Pennsylvania 15219

Dear Mrs. McDonough:

Re: Borough of Monroeville Agreement

Enclosed herewith please find three original copies and one conformed copy of the Agreement of June 1, 1966 by the City of Pittsburgh, Allegheny County Sanitary Authority and Borough of Monroeville.

Please distribute these copies as indicated to the Mayor, Controller and the Director of the Department of Public Works. The conformed copy is for the information of the Law Department.

*Del. 7/1/66*  
*a mcd*

Very truly yours,

ALLEGHENY COUNTY SANITARY AUTHORITY

*Leon Wald*

Leon Wald, Executive Director

LW/lb  
Enclosures (4)

A G R E E M E N T

THIS AGREEMENT, dated for convenience of reference as of the first day of June, 1966, by and among

CITY OF PITTSBURGH

(herein called the "City"), a municipal corporation of the Commonwealth of Pennsylvania located within the County of Allegheny,

ALLEGHENY COUNTY SANITARY AUTHORITY

(herein called the "Sanitary Authority"), a body corporate and politic of the Commonwealth of Pennsylvania under the provisions of the Municipality Authorities Act of 1945, as amended, and

BOROUGH OF MONROEVILLE

(herein called "Monroeville" or the "Borough"), a municipal corporation of the Commonwealth of Pennsylvania also located within the County of Allegheny,

WITNESSETH:

WHEREAS, The parties have entered into a long-term agreement dated August 1, 1955 for sewage service by the Sanitary Authority to the Borough, such agreement, herein called the "Sewage Service Agreement", having been authorized by City Ordinance No. 372 approved September 29, 1955, Sanitary Authority Resolution adopted August 18, 1955, and Borough Ordinance No. 46 approved August 1, 1955; and

WHEREAS, The said Sewage Service Agreement was amended by an agreement dated April 1, 1960 by and among the City, the Sanitary Authority, the Borough, the Township of Penn and the Penn Township Sewage Authority, Westmoreland County, Pennsylvania, which amending agreement, herein called the "Level Green Agreement", was authorized by City Ordinance No. 172 approved May 25, 1960, Sanitary Authority Resolution adopted May 12, 1960, and Borough Ordinance No. 195 approved May 9, 1960; and

WHEREAS, Under the terms of the Sewage Service Agreement the Borough undertook to pay to the Sanitary Authority the added cost of enlarging the Turtle Creek intercepting sewer and of providing up to 12 additional diversion structures in order to accommodate Monroeville, which debt was at the request of the Borough made payable in annual sums equal to the annual debt burden on \$435,000 of the Sanitary Authority's revenue bonds, all as more fully and accurately set forth in the said Sewage Service Agreement; and

WHEREAS, The said sum of \$435,000 was an estimate, made prior to advertising for construction bids, of the difference between the estimated cost of the intercepting sewer and other facilities as originally designed and the estimated cost of the enlarged sewer plus 12 additional diversion structures; and

WHEREAS, The parties agree that a corrected estimate of such difference in cost, based upon the unit prices actually bid by Contractors to whom the construction contracts were awarded and in view of the fact



that apparently fewer than 12 diversion structures will be required, is \$507,500; and

WHEREAS, Monroeville has paid a total of \$312,112.50 on account of said debt, including principal and interest, in quarterly payments of \$7,612.50; and

WHEREAS, Monroeville desires to terminate its obligation under the Sewage Service Agreement to make annual payments to the Sanitary Authority with respect to the cost of the enlarged and added facilities constructed in order to accommodate Monroeville; and

WHEREAS, the Authority, with the consent of the City, is willing to terminate such obligation for the consideration and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto, intending to be legally bound, covenant and agree, for themselves and their respective successors and assigns, as follows:

1. Instead of continuing to make annual bond payments as required by the terms of the Sewage Service Agreement, Monroeville shall promptly pay to the Sanitary Authority the sum of \$73,251.92 plus accrued interest from April 1, 1966 at the rate of 3.318% per annum (the Sanitary Authority's net bond interest rate); provided, however, that Monroeville shall have the privilege of paying said sum in two installments, the first in the amount of not less than \$25,000 plus accrued interest on or before July 1, 1966, and the second in the amount of the remaining balance plus accrued interest thereon not later than July 1, 1967. The parties understand

and agree that if such partial payment of \$25,000 or more plus accrued interest is not made by July 1, 1966 the entire debt plus accrued interest thereon shall be deemed delinquent and in default and shall be immediately due and payable and shall thereafter bear interest at the rate of 6% per annum; and if such partial payment has been made on or before July 1, 1966 but the remaining balance of \$48,251.92 (or less) plus interest thereon at the rate of 3.318% per annum is not paid by July 1, 1967, such unpaid balance plus accrued interest thereon shall be deemed delinquent and in default and shall be immediately due and payable and shall thereafter bear interest at the rate of 6% per annum.

2. For and in consideration of the payments to be made by Monroeville pursuant to Paragraph 1 of this Agreement, the Sanitary Authority and the City hereby release and discharge Monroeville from any and all obligations, liabilities and claims under or arising out of those provisions of Paragraph 2 of the Sewage Service Agreement which pertain to the obligation of Monroeville to make payments to the Sanitary Authority with respect to the cost of the enlarged and added facilities constructed in order to accommodate Monroeville.

3. Except as modified hereby, the said Sewage Service Agreement, as amended by the Level Green Agreement, and the Level Green Agreement itself, shall remain in full force and effect.

4. The terms used herein which are defined in the Sewage Service Agreement or the Level Green Agreement shall have the meanings

Monroeville - amendment

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therein ascribed to such terms.

IN WITNESS WHEREOF, City of Pittsburgh has caused this agreement to be executed by its Mayor and Director of the Department of Public Works and its official seal to be hereunto impressed, pursuant to Ordinance No. , duly enacted and approved on the day of 1966; Allegheny County Sanitary Authority has caused this agreement to be executed by its Chairman and its official seal to be hereunto impressed and attested by its Secretary, pursuant to a resolution duly adopted by its Board on the day of June, 1966; and Borough of Monroeville has caused this agreement to be executed by its Mayor and the President of its Council and its official seal to be hereunto impressed and attested, pursuant to Ordinance No. , duly enacted and approved on the day of June, 1966.

Attest:

*Frank Protella*  
Secretary to Mayor

CITY OF PITTSBURGH

By

*Ray J. St. Leger*  
DEPUTY Mayor

Attest:

*W. J. Kelly*  
Chief Clerk

*B. J. Redneck* (SEAL)  
Director, Department of Public Works

Approved as to form:

*Louis J. Redneck*  
DEPUTY City Solicitor

*June 28* 1966

Approved as to form  
*W. J. Kelly*  
Solicitor to the Controller  
City of Pittsburgh

Countersigned:

*Louis J. Redneck*  
DEPUTY City Controller

EXAMINED BY

*Robert E. Hawn*  
ASSISTANT CITY SOLICITOR

(Signatures continued on next page)



Monroeville - amendment

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Attest:

ALLEGHENY COUNTY SANITARY AUTHORITY

*Robert D. ...* Secretary By *David ...* Vice Chairman

(SEAL)

Approved as to form:

*Robert ...*  
Chief Counsel

Attest:

BOROUGH OF MONROEVILLE

*Carol ...* Borough Secretary By *John ...* Mayor  
*James ...*  
President of Council

(SEAL)

Approved as to form:

*Jerome M. ...*  
Borough Solicitor  
*Robert ...*  
Special Counsel

MEMORANDUM OF UNDERSTANDING

Made this 18<sup>th</sup> day of December, 1992,

BY AND BETWEEN

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority")

A  
N  
D

THE BOROUGH OF SHARPSBURG, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called "Borough")

WITNESSETH:

WHEREAS, Borough entered into an Agreement with the City of Pittsburgh concerning the City's water lines running through the Borough of Sharpsburg; and

WHEREAS, Authority has leased the City of Pittsburgh (hereinafter called "CITY") water system from the City and all agreements with the City have been assigned to Authority; and

WHEREAS, said Agreement addresses the provision of a connection between the City's water main and the Borough distribution system; and

WHEREAS, the parties to this Agreement wish to clarify the connection provision of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. CHARGES. Authority will provide and maintain a connection for Borough at no charge to the Borough. Authority will not charge Borough any minimum charge to provide said connection. Any minimum charges and the associated penalty and interest on the Authority billing record for the Borough as of the date of this Memorandum of Understanding will be exonerated by the Authority. No minimum charges to provide said connection will be assessed by the Authority in the future.

2. CONSUMPTION. Borough shall pay authority for all water consumed by Borough at rates adopted by resolution of the Board of Directors of the Authority from time to time and in accordance with the terms and conditions of the 1929 Agreement between the parties and the 1982 clarification of emergency provision of said Agreement. Such bills shall be paid by Borough within thirty (30) days of receipt.

3. CONNECTION. The metered connection to the Authority's sixty (60) inch water main located in the Borough shall be the sole access by the Borough to water from the Authority. The Authority shall rehabilitate the vault and metered connection through its 1993 Bulk Users capital improvement project. Upon completion of said improvements to the Pittsburgh/Sharpsburg connection, Borough shall pay the Authority the sum of Two Thousand (\$2,000.00) Dollars and No Cents to offset the cost of replacement meters. All other costs of the above referenced improvement shall be at the sole expense of Authority.

4. SUCCESSORS AND ASSIGNS. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. AUTHORIZING RESOLUTION. This Memorandum of Understanding is entered into by Authority pursuant to <sup>*motion*</sup> Resolution No. \_\_\_, adopted at a meeting of its Board held on DECEMBER 18, 1992 and by Borough pursuant to Resolution <sup>#244</sup> duly adopted by its Council at a meeting held DECEMBER 14, 1992.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized officers, have executed this Memorandum of Understanding and caused the respective corporate seals to be affixed the day and year first above written.

ATTEST:

Lewis H Berman  
Secretary

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

BY David J. Carter  
Chairman

(SEAL)

APPROVED AS TO FORM:

[Signature]  
Authority Solicitor

ATTEST:

[Signature]  
Secretary

(SEAL)

APPROVED AS TO FORM

August C Damian  
Borough Solicitor

THE BOROUGH OF SHARPSBURG

BY [Signature]