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July 10, 2020

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

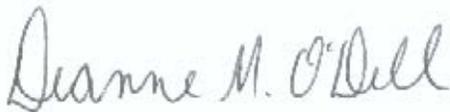
Re: Pittsburgh Water and Sewer Authority Bulk Water Sales Agreements
Docket No. XXXXXXXXXXXX

Dear Secretary Chiavetta:

Pursuant to Section III.S.1 of the Joint Petition for Partial Settlement approved by the Commission on March 26, 2020 at Docket No. M-2018-2640802 Re Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, enclosed please find **all bulk wastewater conveyance agreements** entered into with municipalities and public utilities (both prior to and after April 1, 2018).

Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Deanne M. O'Dell

DMO/lww
Enclosure

cc: Hon. Conrad Johnson w/enc.
Hon. Mark Hoyer w/enc.
Certificate of Service w/enc.
Cover letter only filed at Docket No. M-2018-2640802

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the PWSA's Bulk Wastewater Conveyance Agreements upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via First Class Mail and/or Email

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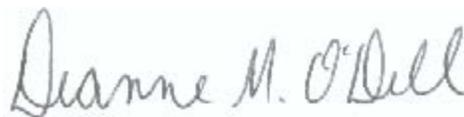
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Deanne M. O'Dell, Esq.

July 10, 2020

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Filed in Compliance with March 26, 2020 Compliance Plan Stage 1 Order (Docket No. M-2018-2640802 and M-2018-2640803)

PAGE NO.	MUNICIPALITY	Location	Type of Document Date
1	ROSS TWP.	Woods Run	O 151 April 30, 1965
2,3,4	BELLEVUE BORO ROSS TWP.	Jack's Run Sewer – amended by No. 256 June 11, 1960. Missing #2 thru #11	O 198 June 15, 1960
5	RESERVE TWP.	Spring Garden Avenue	O 337 September 29, 1960
6	PENN TWP.	Exley Way Branch of the Nine Mile Run Trunk Sewer	O 160 April 26, 1957
7	PENN HILLS TWP.	Gladefield Sewer District, Negley Run Sewer System – amended by No. 972 November 5, 1962, amended by No. 977 December 28, 1962	O 99 April 8, 1963
8, 9	PENN HILLS TWP.	Paxico Street – amended by No. 403 October 7, 1971	O 292 July 1, 1970
10	WILKINSBURG BORO	Crestline Street, Coal Street	O 266 August 7, 1919
11	SWISSVALE BORO WILKINSBURG BORO	Trevanion Street, Richmond Street	O 265 August 6, 1919
12	WILKINSBURG BORO	East Hills Park Housing Development, Laketon Road	O 347 September 23, 1965
13	WILKINSBURG BORO	Robinson Boulevard, Sunrise Avenue	O 667 December 18, 1969
14	SWISSVALE BORO	McClure Avenue	O 54 February 26, 1916
15	WEST HOMESTEAD BORO	Maple Crest Plan, West Run Road	O 248 June 29, 1965
16	MUNHALL BORO	West Run Road – repealed by No. 220 May 13, 1941	O 578 November 14, 1940
17	MUNHALL BORO	West Run Road	O 220 May 13, 1941
18, 19	MUNHALL BORO	West Run Sanitary Sewer Trunk Line – repealed by No. 231 May 24, 1966	O 443 November 10, 1965
20	MUNHALL BORO	West Run Sanitary Sewer Trunk Line	O 231

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			May 24, 1966
21	WEST MIFFLIN BORO	Navy Way, Diller Avenue, Lougean Avenue	O 136 April 23, 1962
22	BALDWIN BORO	Glass Run Road	O 179 May 6, 1959
23	BALDWIN BORO	Glass Run watershed	O 383 December 5, 1963
24	BRENTWOOD BORO	Streets Run	O 190 July 6, 1935
25	SCOTT TWP.	McMonagle Avenue, Little Saw Mill Run	O 8 January 15, 1955
26	GREENTREE BORO	East Carnegie District, Noblestown Road Revoking permission of Borough to connect certain sewers of Borough into City sewerage system	O 38 January 23, 1929 O 152 ??? 8, 1947
27	GREENTREE BORO	Potomac Avenue, Little Saw Mill Run	O 158 April 11, 1938
28	GREENTREE BORO	Greentree Road, McCartney Run, Saw Mill Run, Hamburg Street	O 574 December 29, 1947
29	GREENTREE BORO	Poplar Street, Kearns Avenue, Bells Run Trunk Sewer	O 17 January 28, 1949
30	GREENTREE BORO	School Street, Bells Run Trunk Sanitary Sewer	O 327 July 7, 1950
31	GREENTREE BORO	McMonagle Avenue, Little Saw Mill Run, Saw Mill Run	O 2 January 17, 1951
32	GREENTREE BORO	Bells Run Trunk Sanitary Sewer, Ringold Avenue, Churchill Road, Poplar Street	O 402 October 22, 1956
33	GREENTREE BORO	Crane Avenue, Banksville Road	O 400 November 23, 1959
34	GREENTREE BORO	McKenna Avenue between Lots Nos. 3 and 16 in Arnold Acres Plan of Lots – grading, paving, curbing and drainage of a portion of McKenna Avenue	O 259 July 11, 1960
35	GREENTREE BORO	Poplar Street, Bells Run Valley, Kearns Avenue	O 91 April 2, 1963

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36	CRAFTON BORO INGRAM BORO	Center Street, Valley Street, Steuben Street	O 395 August 18, 1949
37, 38	GREENTREE BORO	Potomac Avenue	A 388 November 7, 1936
39 thru 45	GREENTREE BORO	Foster Plaza, Bells Run	A 486 May 18, 1982
46	GREENTREE BORO	Banksville Road, Alpark Sewer, Little Saw Mill Run	O 1400 December 28, 1981
47	BALDWIN TWP.	Glass Run Road	A 809 December 15, 1927
48 thru 50	BALDWIN TWP.	Streets Run	A 628 December 10, 1940
51	BALDWIN TWP.	Saw Mill Run	A 792 December 19, 1928
52, 53	BALDWIN TWP. DORMONT BORO MT. LEBANON TWP.	Elwyn Hollow, McDonough Run – We have first two pages.	A 485 June 22, 1927
54 thru 57	BRENTWOOD BORO CARRICK BORO ¹ CASTLE SHANNON BORO DORMONT BORO KNOXVILLE BORO ² MT. LEBANON TWP. MT. OLIVER BORO OVERBROOK BORO ³	Saw Mill Run	A 130 October 31, 1925

¹ Carrick Borough merged into the City of Pittsburgh and is now the 29th Ward of the City of Pittsburgh

² Knoxville Borough merged into the City of Pittsburgh and is now the 30th Ward of the City of Pittsburgh

³ Overbrook Borough merged into the City of Pittsburgh and is now part of the 32nd Ward of the City of Pittsburgh

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58	OVERBROOK BORO ⁴	Saw Mill Run	O 136 October 10, 1928 O 79 November 10, 1925 O 84 December 17, 1926 O 85 December 17, 1926 O 86 December 17, 1926 O 72 May 12, 1925
59	MT. OLIVER BORO	Otillia Street	O 565 August 5, 1929
60	BALDWIN TWP. ⁵ MT. OLIVER BORO	Becks Run – We have first page.	A 81 March 24, 1930
61 thru 63	CARRICK BORO ⁶ MT. OLIVER BORO ST. CLAIR BORO ⁷	Luther Street, Mountain Avenue, Sterling Street, Walter Avenue	O 329 May 28, 1913
64	BALDWIN TWP. BRENTWOOD BORO CARRICK BORO ⁸ OVERBROOK BORO	Fairhaven Road, Stewart Avenue, Saw Mill Run – We have first page.	A 85 December 17, 1926
65	DORMONT BORO	West Liberty Avenue Sewer, Little Saw Mill Run	O 652 April 6, 1911
66	DORMONT BORO	Little Saw Mill Run	O 583 O 103

⁴ Overbrook Borough is now the 32nd Ward of the City of Pittsburgh

⁵ This part of Baldwin may have been merged into the City of Pittsburgh. Becks Run is partly in the City of Pittsburgh and partially in present-day Baldwin Borough, which is a different municipality from Baldwin Township.

⁶ Carrick Borough is now the 29th Ward of the City of Pittsburgh

⁷ “St. Clair Boro” should probably read “the Township of Lower St. Clair”, which is now part of several wards in the City of Pittsburgh along with the Borough of Mt. Oliver.

⁸ Carrick Borough is now the 29th Ward of the City of Pittsburgh.

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	UNION TWP. ⁹		December 8, 1926
67 thru 70	DORMONT BORO UNION TWP. ¹⁰	Little Saw Mill Run	O 583 August 6, 1926
71	MUNHALL BORO	West Run Sanitary Sewer Trunk Line	O 582 November 14, 1940
72 thru 78	MUNHALL BORO WEST HOMESTEAD BORO	West Run Sanitary Sewer Trunk Line	Munhall O 450 West Hmstd A 450 August 15, 1973
79 thru 87	MUNHALL BORO WEST HOMESTEAD BORO	West Run Creek	A 174 January 30, 1975 West Hmstd O 430 November 12, 1974
88	INGRAM BORO	sanitary and storm sewerage for proposed apartments in borough	O 376 July 10, 1973
89	INGRAM BORO	Jenkins Street, Stewart Street, Barry Street	A 544 October 22, 1931
90	CRAFTON BORO	Ridenour Avenue, Rogers Street – We have first page.	A 374 July 10, 1973
91	CRAFTON BORO	Bells’ Run Sewer – We have first page.	A 184 April 4, 1928
92	PENN TWP.	Gladefield Sewer System District, Negley Run Sewer System	O 291 August 3, 1955
93	PENN TWP.	Blackadore Avenue, Angora Way	O 218 April 27, 1928
94	WEST MIFFLIN BORO	Mifflin Road, Streets Run Trunk Sewer – We have first page.	A 116 March 21, 1957
95 thru 97	WEST MIFFLIN BORO	Mifflin Road, Streets Run, Lebanon Road	A 343 October 10, 1953

⁹ Union Township is now the Banksville neighborhood, which is part of the 20th Ward of the City of Pittsburgh.

¹⁰ *Id.*

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98	SWISSVALE BORO	Frick Park	O 324 December 22, 1932
99	(DUQUESNE SLAG PRODUCTS CO.) CITY OF PITTSBURGH	Nine Mile Run	O 835 December 21, 1927
100 thru 102	WILKINSBURG BORO	East Gate Plan, Swissvale Avenue	A 9 February 1, 1974
103, 104	WILKINSBURG BORO	EASEMENT – for Fort Pitt Federal Savings and Loan Association to obtain an easement for sanitary sewer lines from the Borough.	April 20, 1976
105	WILKINSBURG BORO	between City and Borough	O 261 August 6, 1919
106	ROSS TWP.	Jacks Run Valley	O 133 April 9, 1925
107	RESERVE TWP.	Spring Garden Avenue	O 107 April 26, 1934
108	RESERVE TWP.	Maude Street, Spring Garden Avenue	O 127 April 7, 1923
109	INGRAM BORO	North Duane Avenue	O 198 June 12, 1972
110	PENN HILLS TWP.	LETTER from Alex Hutchinson & Son to City advising of commencement of construction of Hansell Street Sanitary Sewer Project	January 28, 1987
111, 112	GREENTREE BORO	Elm Dale Street, Warriors Road	O 118 March 19, 1973
113, 114	WEST MIFFLIN BORO	LETTER from Borough to City re: Borough treating sewage for 900 homes in the Lincoln Place section of the City	December 10, 1982
115 thru 120	CITY OF PITTSBURGH	AGREEMENT between City and County re: Brown’s Hill Road, County Road #3407 (references City Resolution No. 336, April 16, 1987)	A June 8, 1987
121 thru 124	CITY OF PITTSBURGH	DRAWINGS – Construction Plan for Reconstruction of Browns Hill Road	can’t read the date
125, 126	MT. LEBANON TWP. BALDWIN TWP.	McDonoughs Run Drainage Basin, Dorchester Avenue	O 221 & 222 May 13, 1930
127, 128	MT. LEBANON TWP.	McDonoughs Run Drainage Basin, McNeilly Road	O 105 March 24, 1930

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129, 130	CITY OF PITTSBURGH MUNHALL BORO WEST HOMESTEAD BORO	AGREEMENT between the three entities and Allegheny County. We have first page of Agreement and one page of handwritten notes.	A January 30, 1975
131 thru 135	MUNHALL BORO WEST HOMESTEAD BORO	AGREEMENT between the Boroughs and the City re: West Run Sanitary Sewer Trunk Line Forrest Avenue Sewer Trunk Line, 31 st Ward West Run Drainage Basin	A April 18, 1975 Munhall O 1225 August 8, 1974 W. Homestead O 430 November 12, 1974 City O 188 April 18, 1975
136	CITY OF PITTSBURGH	LETTER from City Redevelopment Authority to the Director of the Dept. of Engineering and Construction re: Station Square Project, West Carson Street	August 25, 1993
137 thru 156	CITY OF PITTSBURGH	AGREEMENT between Commonwealth of Pennsylvania, City and City Redevelopment Authority re: Station Square Project, West Carson Street	A March 19, 1985
157 thru 168	BALDWIN BORO WEST MIFFLIN BORO WHITEHALL BORO, Plaintiffs, v. BRENTWOOD BORO, Defendant	OPINION and ORDER of Court – Plaintiffs filed an Action for Declaratory Judgment seeking a judicial declaration of the respective rights and responsibilities of the 4 boroughs for maintenance and repair of sewer lines known as the “Pittsburgh Line”. Order grants Summary Judgment.	April 3, 1997
169 thru 171	CITY OF PITTSBURGH	LETTER from County Port Authority to City Dept. of Public Works re: East Busway	October 1, 1991
172 thru 175	CITY OF PITTSBURGH	LETTER from Baker Engineers to County Port Authority re: East Busway, and estimate for construction costs	October 30, 1991
176	CITY OF PITTSBURGH	LETTER from County Port Authority to PWSA re: East Busway, referencing an enclosure of the executed agreement for the project.	May 31, 1990
177 thru 182	CITY OF PITTSBURGH	LETTER from PWSA to County Port Authority re: East Busway, and executed AGREEMENT for the project between PWSA and County Port Authority.	December 6, 1989 A May 30, 1990
183, 184	CITY OF PITTSBURGH	MEMO from Dept. of Engineering and Construction to City Dept. of Public Works re: payment of Wiggins Street Sewer Construction	February 14, 1992
185	CITY OF PITTSBURGH	LETTER from City Dept. of Public Works to PWSA enclosing executed Agreement	March 17, 1992

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186 thru 188	CITY OF PITTSBURGH	County Port Authority Pay Estimate re: Roadway Station	December 1991
189 thru 245	CITY OF PITTSBURGH	AGREEMENT between Commonwealth of Pennsylvania, Dept. of Transportation and City Dept. of Engineering and Construction RE: design and construction of Federal Aid Interstate Routes 279 and 579	October 19, 1987
246	CASTLE SHANNON BOROUGH	Sanitary trunk sewer along Saw Mill Run	O April 14, 1925
247	BRENTWOOD BOROUGH	LETTER from Brentwood Borough advising that they cannot locate any records re: 1926 Sewer Maintenance Agreement between the borough and the City of Pittsburgh	July 31, 2019

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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 Oakdale Street, 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 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
No. 198, 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

Terms

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");

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;

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 referred to as "Relief Sewer") to be intercepted 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.

¶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:

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%.

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.

Ordinance

Agreement

Municipality

Area

Terms

No. 198, 1960.
June 15, 1960.
Amended by
Ordinance No.
256, July 11,
1960.

(Continued)

¶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.

¶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)

¶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, maintenance, repair, renewal and reconstruction 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.

¶5. Authority agrees, in behalf of City, Township and Borough, to:

- (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

Ordinance	Agreement	Municipality	Area
No. 198, 1960. June 15, 1960. Amended by Ordinance No. 256, July 11, 1960.			

Terms

45. (continued)

(b) Maintain, repair, renew and reconstruct the completed Reller 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 original construction of the Reller 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 41, 42, 43 and 44 of Agreement.

submit to City, Township and Borough annually, on or before First day of October, estimate of cost of maintaining the Reller 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.

46. 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 Reller Sewer.

City, Township and Borough agree that they shall be jointly responsible, in proportions set forth above in 41, for all damages that may result from operation of the Reller Sewer, including damages caused by overflow of surface waters.

Ordinance No. 337 Sept. 29, 1960	Agreement Oct. 17, 1960	Municipality Reserve Township	Area Surface water and sanitary sewage drainage 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> .
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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.

Terms

Ordinance	Agreement	Municipality	Area	Terms
o. 160 pril 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 <u>Nine Mile Run Trunk Sewer</u> 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
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		Penn Hills Township	Combined drainage from 47 acres known as Gladerfield Sewer District of Penn Hills extending from City Line East of Oberlin Street into Negley Run Sewer System in City.	<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.I. Files.]</p>

Ordinance	Agreement	Municipality	Area
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

Terms

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.

Twp. agrees to prepare plans and specifications for proposed sewer construction of sanitary sewer facilities beginning at point of intersection at or near Hunter and Fahy 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 Fahy Streets, and cast iron force main approximately 200' in length in and along Fahy Street.

City will construct its 8" terra cotta sanitary sewer in City will drain into aforesaid trunk line sewer being built by Twp. and said sewage treated in Twp. Sanitary Sewage Disposal Plant.

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 Mink 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. Trevanton St.	<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> <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 Trevanton Street in the Borough of Swissvale, and on Trevanton Street and 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 Trevanton Street.</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 and storm sewer to connect with City's 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.</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
No. 667 Dec. 18, 1969		Wilkinsburg Borough	Robinson Blvd. (Portions of Robinson Blvd. in City)	<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>

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.

Terms

-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	Terms
<p>10.248 June 29, 1965</p>	<p>July 9, 1965</p>	<p>West Homestead Borough</p>	<p>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.</p>	<p>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.</p> <p>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.</p> <p>City agrees no storm or roof water, etc., permitted to enter Borough System.</p> <p>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.</p>

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 Pittsburg 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
No. 220 May 13, 1941 [Repeals Ord. No. 578, approved Nov. 14, 1940]		Munhall Borough	West Run Road in City and Borough	<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 Hooney 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 November 14, 1940.</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 443 Nov. 10, 1965 [Repealed by Ord. No. 231, Approved May 24, 1966]		Munhall Borough	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." Portion of 31st Ward within the West Run Drainage Basin.	<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 "Forest 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>
<p>1. To pay to Borough Seventy-Five Cents (\$0.75) 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."</p> <p>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" caused by storms, breaks, cloggings, etc. In the event that repairs are due to the aforesaid 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.</p> <p>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</p>				

Ordinance	Agreement	Municipality	Area
No. 443 Nov. 10, 1965 [Repealed by Ord. No. 231, Approved May 24, 1966]			

Terms

(continued)

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.

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.

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.

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.

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.

Ordinance	Agreement	Municipality	Area	Terms
<p>Ord. No. 231 May 24, 1966</p> <p>[Repeals Ord. No. 443, approved Nov. 10, 1965]</p>	<p>June 10, 1966 ? ? ?</p>	<p>Munhall Borough.</p>	<p>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.</p> <p>Portion of 31st Ward within West Run Drainage Basin has no other sewerage system to dispose of its sanitary sewage.</p>	<p>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 City and Borough 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.</p> <p>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 to above.</p> <p>to above, City to reimburse Munhall, City's proportionate share of costs as determined above.</p> <p>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.</p> <p>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.</p> <p>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.]</p>

Ordinance	Agreement	Municipality	Area	Terms
No. 136 April 23, 1962	May 1, 1962	West Milford Borough	Storm sewer and facilities - Diller and Lougean Avenues - Navy Way	<p>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 northwardly 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 northwardly 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.</p> <p>Borough to take bids and Award Contract.</p> <p>Borough to supervise construction, prepare estimates, pay contractor(s) who is to provide insurance for City and Borough.</p>

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 98 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.</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>

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.

City reserves right to institute Viewers' Proceedings for assessment of land abutting said sewer or charge abutting property owners on foot frontage basis.

Authority may assign all its rights and liabilities to Borough; if Authority terminates, Borough assumes all rights and obligations hereunder

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 L. 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 proceedings quarterly; all liens shall be 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
No. 190 July 6, 1935		Brentwood Borough	Main Trunk Sanitary Sewer in Streets Run <u>Drainage Basin from</u> <u>line dividing City</u> and West Mirflin and Baldwin Townships to outlet in Streets Run about 190' north of Riverton Street (near Monongahela River)

Terms

City to construct Main Trunk Sanitary Sewer along Streets Run to dividing line of City and Mirflin and Baldwin Townships.

City agrees to permit Borough to connect trunk sanitary sewer to be constructed by it to said City trunk sanitary sewer at City Line.

Borough agrees to pay City \$20,000 as equitable share of construction cost of said City trunk.

City to maintain and repair said City Line and Borough to pay 25% of cost of same. 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.

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	Terms
No. 8 January 15, 1955.	April 11, 1955	Scott Township	McMonagle Avenue Little Saw Mill Run Drainage Basin and Saw Mill Run Drainage Basin	<p>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.</p> <p>City agrees to permit Township to discharge sewage from parcel of land of 18 acres extending southwestwardly from Greentree Borough-Township Line between Greentree Road and Township-Mc. Lebanon Township Line into City Sanitary Sewer on McMonagle Avenue.</p> <p>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 9/16 of cost of said maintenance, including reconstruction, etc., in connection with same.</p> <p>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.</p> <p>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.</p>

Ordinance	Agreement	Municipality	Area	Terms
O. 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>
O. 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. 533.</p>

Ordinance	Agreement	Municipality	Area
No. 158 April 11, 1938		Greentree Borough	Potomac Avenue Branch Sanitary Trunk Sewer in Little Saw Mill Run Basin

Terms

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:

III

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:

- 50% thereof not later than six (6) months after the connection has been made, and the remaining.
- 50% not later than one (1) year after the connection has been made, without interest.

Or Inance	Agreement	Municipality	Area	Terms
No. 574 December 29, 1947.	July 20, 1949	Greentree Borough	City-Borough Line at Hamburg Street. McCartyney Run Storm Trunk Sewer at Wabash Avenue. Saw Mill Run Main Trunk Sanitary Sewer McKnight Street to Ohio River Outlet	<p>City has constructed a combined sewer on Greentree Road, from point near City-Borough Line at Hamburg Street, to McCartyney Run Storm Trunk Sewer at Wabash Avenue and the Saw Mill Run Main Trunk Sanitary Sewer from McKnight Street to Outlet in Ohio River.</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 McCartyney Run Storm Trunk Sewer at Wabash Avenue, and the Saw Mill Run Main Trunk Sanitary Sewer from McKnight Street to outlet in Ohio River, 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.

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 reconstruction, etc., of such extension and such sewage treatment works. Said proportionate share shall be 0.16% of the total cost.

Ordinance	Agreement	Municipality	No. 17 January 28, 1949	Greentree Borough	Area Bells Run Trunk Sewer
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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 \$300 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 DPM.</p> <p>When sewage disposal is an accomplished fact, or prior to that time if necessity in the general or overall plan for sewage disposal, 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.</p>

Ordinance	Agreement	Municipality	Area
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.

Terms

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.

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-D. J. Cugi 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.

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 of said maintenance, including reconstruction, etc., in connection with the said trunk sanitary sewer. Necessity

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 DPM. 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 intercepting 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. 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 received petitions of majority of property 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	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 Avenue to convey storm and sanitary sewage to existing Alcosan intercepting facilities.</u></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
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.

388

11/7/36

12/7/36

Greentree
Boro

Potomac
Ave

Agreement

Municipality

Area

Terms

THIS AGREEMENT

Made this 7th day of December, 1936, by and between the Borough of Greentree, acting through its President of Council and its Burgess, hereinafter called the "Borough", party of the first part, and the City of Pittsburgh, acting through its Mayor and the Director of the Department of Public Works, hereinafter called the "City", party of the second part.

WHEREAS, the Borough of Greentree is desirous of constructing an sanitary sewer on Potomac Avenue, from the dividing line between said City and Borough to the existing sewer on Potomac Avenue, for the purpose of carrying sanitary drainage from a proposed sewer system of said Borough to the City lateral sewer on Potomac Avenue; and

WHEREAS, for the reason that the use of said sewer primarily will be beneficial to the Borough of Greentree, it is willing to bear the total cost for the construction thereof and its pro rata share of the cost of maintenance and

operation thereof, the drainage from the proposed sewer system will have to be carried through the Allegheny River and through the City of Pittsburgh, which will be by other municipalities and the City of Pittsburgh, which was constructed at a cost of approximately two hundred thirty-seven thousand three hundred and thirty dollars; and

WHEREAS, the Borough of Greentree is willing to bear its pro rata share of the cost of the construction of said sanitary or mixed sewer and to indemnify and protect the City of Pittsburgh and future estimated population therein to the whole area, as indicated on attached maps, population of the City of Pittsburgh, which is estimated at 500,000 persons to fifteen hundred thirty-six dollars and thirty cents (500,000 x \$0.03) and further to bear a similar proportion of the cost of the maintenance and repair of said sanitary or mixed sewer within the corporate limits of the City of Pittsburgh; NOW, THEREFORE,

IT IS AGREED AND DECLARED THAT the parties hereto do agree as follows:

1. The City hereby grants to the Borough of Greentree the right to enter upon and construct an sanitary sewer on Potomac Avenue, from the line dividing said municipalities to a connection with the existing City sewer on Potomac Avenue at about 720 feet southwesterly therefrom.

II

The Borough of Greentree agrees to prepare and submit contract plans for the construction of the sewer on Potomac Avenue, between the terminal above set forth for the consideration and approval of the Director of the Department of Public Works of the City, and construct, without expense to the City, said sewer under the Standard Specifications. Said sewer shall be of the sanitary type and constructed in a manner as will prevent the ingress of any storm or ground water.

The Borough further agrees to save the City harmless from any claim for damages or expense incurred on account of the construction of said sewer, and further agrees that upon completion thereof said sewer shall become the property of the City of Pittsburgh and be a part of the City's public drainage system.

III

The Borough agrees to pay to the City the sum of fifteen hundred fifty-six (\$1556.69) Dollars and thirty-nine cents upon the execution of this agreement as being its equitable share of the cost to the City of constructing the branch sanitary trunk sewer in Little Sew Mill Run Basin.

IV

The Borough further agrees to pay to the City its share pro-rated at 3.6% of the cost of maintaining and repairing the lateral sewer on Potomac Avenue and the branch trunk sewer in Little Sew Mill Run, from the line dividing said municipalities on Potomac Avenue to the Sew Mill Run Trunk Sewer at Sew Mill Run Boulevard.

It is further agreed by the Borough that if the City shall be required by the Sanitary Board of the Commonwealth of Pennsylvania, or otherwise find it necessary and advisable to construct a sewerage treatment works, that in that event the Borough will pay its proportionate share of the cost thereof, and of maintenance, repair and operation thereof, said proportionate share to be based upon the area of the present and future estimated population of the Borough, this proportionate share of the cost to be based upon the distribution of the whole cost on a pro rata basis upon all municipalities served by said trunk sewer.

It is further understood, the parties to this agreement each, pursuant to proper legislation authorizing the same, have caused this agreement to be duly executed the day and year first above written, and have hereto affixed their respective seals.

FOR THE CITY OF PITTSBURGH

ATTEST:
Blair A. Alton
 Asst. Mayor & Secretary
 ATTEST
J. P. Jennings
 CHIEF CLERK
Frank K. Hoensing
 Director, Dept of Public Works

Approved as to Form:

Thomas Bonner
 City Solicitor
James P. Kerr
 City Controller

FOR THE BOROUGH OF GREENTREE

By Harvey J. Meyer
 President of Council

Edward J. Kirby
 Secretary of Council
Edward J. Kirby
 Secretary of Council

Above Agreement pursuant to Ordinance No. 318, approved November 7, 1936 of the City of Pittsburgh, and Ordinance No. 198 of the Borough of Greentree, approved October 14, 1936.

Ordinance

Agreement

Municipality

Area

Terms

486

5/18/82

12/13/82

Greentree

Bells Run

Foster Plaza

APPROVED:

MADE this 13th day of December, 1982, by and between the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, situated in the County of Allegheny, hereinafter called "CITY,"

A
N
D

THE BOROUGH OF GREENTREE, a municipal corporation of the Commonwealth of Pennsylvania, also situated in the County of Allegheny, hereinafter called "BOROUGH."

WHEREAS, the City has constructed and is presently maintaining and operating a sanitary sewer extension known as the Bell's Run Trunk Line; and

WHEREAS, the Borough desires to discharge sanitary sewage for residents and occupants of buildings and structures located or erected on that certain parcel of land in the Borough near the intersection of Steen Street and Noblesstown Road, Pittsburgh, 28th Ward, consisting of 92.871 acres and more specifically described and identified in that Foster Plaza Development Plan for Foster Plaza Associates, Greentree Borough, Drawing No. A-1, prepared by Williams/Treblecock/Waltshed, dated November 11, 1981, and revised on February 19, 1982; and on that certain plan attached hereto as Exhibit "B"; and

WHEREAS, the City has agreed to authorize and permit the Borough to discharge the aforesaid sanitary sewage through various sewer extensions that the Borough shall construct or cause to be constructed in accordance with City standards and Specifications from the City line at Noblesstown Road into the City of Pittsburgh's Bell's Run Trunk Line so that it may be transported to the facilities of the Allegheny County Sanitary Authority; and

WHEREAS, the City shall permit and authorize the Borough to construct of cause to be constructed in accordance with the City's Plans, Standards and Specifications, a storm sewer to relocate a portion of Bell's Run Creek; and

WHEREAS, the Borough shall agree to remove a storm sewer line that is presently being discharged into an existing City sanitary sewer, at no cost to the City; and

WHEREAS, the Borough shall construct or cause to be constructed in accordance with the City's Plans, Standards and Specifications, traffic signalization at various intersections on Noblesstown Road.

NOW THEREFORE, in consideration of mutual promises and intending to be legally bound hereby, the parties, and their respective successors and assigns, do mutually agree as follows:

I. INCORPORATION OF "WHEREAS" CLAUSES:

The aforesaid "WHEREAS" clauses are incorporated herein by reference.

II. SANITARY SEWER:

A. The City hereby permits and authorizes the Borough to discharge all of the sanitary sewage for the residents and occupants of buildings and structures located or erected on that certain parcel of land in the Borough consisting of 92.871 acres of land, more particularly described in that Foster Plaza Development Plan for Foster Plaza Associates, Greentree Borough, Drawing No. A-1, prepared by Williams/Treblecock/Hiltshend, dated November 11, 1981, and revised on February 19, 1982, into the existing 12-inch sanitary sewer and the existing sanitary sewer, known as the Bell's Run Trunk Line, through various sewer extensions, so that the sanitary sewage may be transported to the facilities of the Allegheny County Sanitary Authority.

B. The City hereby authorizes and permits the Borough to construct or cause to be constructed in accordance with the City's standards and specifications sanitary sewer extensions from the City line at Robleson Road to the existing manhole on the existing 12-inch sanitary sewer line or to the existing sanitary sewer line known as the Bell's Run Trunk Line located in the City at no cost to the City.

C. The Borough shall agree to reconnect all existing laterals encountered during construction of the aforesaid sewer extensions at no cost to the City.

D. Upon completion of the aforesaid sewer construction, the Borough shall agree to restore all areas affected by the construction of the new sewer extensions to its original condition within reason.

E. The Borough shall agree to maintain, repair or replace, to the mutual satisfaction of the City and the Borough, those sanitary sewer extensions from the City line to the existing manhole on the existing 12-inch sanitary sewer or to the existing sanitary sewer known as the Bell's Run Trunk Line after completion at the Borough's sole cost and expense.

- P. The necessity of such maintenance, repair or replacement shall initially be determined by the Director of the Department of Public Works of the City of Pittsburgh, who will forthwith advise the Borough, in writing, with regard to the scope of the proposed required work. The Borough shall agree to commence the aforesaid required work within forty-eight (48) hours after receipt of the written notice.
- G. Each party shall have the right of inspection of the connections of the sanitary sewer extensions into the existing City Sanitary Sewer.
- H. The Borough shall agree to make a one-time payment to the City in the amount of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars within the sixty (60) days after the connection of the sanitary sewer extensions into the existing manhole on the existing 12-inch sanitary sewer and the existing sanitary sewer known as the Bell's Run Trunk Line.
- I. In accordance with the existing Agreement between the Borough and the Allegheny County Sanitary Authority, the Borough shall agree to accept liability for all charges discharged into the City's Sewer System by the Borough pursuant to this Agreement.
- J. The City hereby permits right of entry to the Borough for the purpose of performing any of the aforesaid provisions concerning the installation or maintenance of the sewer extensions. The City shall, if necessary, obtain all necessary Rights-Of-Way on private property in the City and the Borough shall reimburse the City for costs incurred by the City.
- K. The Borough shall indemnify and save harmless the City against all claims and damages on account of injury to persons, including death, or to property arising from the performance of the Borough's work described in this section.
- L. The City will indemnify and save harmless the Borough against any defects and/or deficiencies in operation or capacity now or in the future in the existing 12-inch sanitary sewer line, and the existing sanitary sewer line known as the Bell's Run Trunk Line.
- M. Without first obtaining written permission from the Borough of Greentree, the City will not make connection or tap-ins into those aforesaid sewer extensions to be constructed by or on behalf of the Borough from the City Line on Roblestown Road to the connection with the City's existing sanitary sewers.

III.

PENSDALE BL. STORM SEWER:

- A. The City hereby permits and authorizes the Borough to construct or cause to be constructed in accordance with the City's plans, standards and specifications, a storm sewer to relocate a portion of Bell's Run Creek.
- B. The Borough shall agree to reconnect all existing laterals encountered during construction of the aforesaid storm sewer.
- C. Upon receipt of orders of the Director of the City Department of Public Works, the Borough shall agree to perform certain dredging of Bell's Run Creek from the outfall of an existing culvert near Roblesboro and Baldwin Roads to the proposed Pensdale Storm Sewer. In the event that the City is unable to obtain the necessary rights-of-way, then in that event neither the City nor the Borough shall have any liability with regard to the Bell's Run Creek.
- D. Upon completion of the aforesaid storm sewer construction, the Borough shall agree to restore all areas affected by the construction of the new storm sewer to its original condition within reason.
- E. The City hereby agrees that it will provide any rights-of-way necessarily required to construct the aforesaid storm sewer at no cost to the Borough.
- F. The City, at its sole option, will have the right to take bids and to complete the work described herein, excluding the dredging described in Provision C of this Section, in which event the Borough shall pay the City a sum not to exceed Forty Thousand (\$40,000) Dollars.
- G. The City hereby will be responsible for the direction and supervision of all utility relocations necessitated by any of the construction work contemplated herein.
- H. Upon completion of the aforesaid dredging and the construction of the storm sewer contemplated herein, neither the City nor the Borough shall have any responsibility for any future liability, maintenance and repair of Bell's Run Creek. The Borough of Greenree shall assume no future maintenance or repair of aforesaid storm sewer. The City will assume all maintenance and repair of the aforesaid storm sewer.

IV. MODIFICATION TO EXISTING 24" STORM SEWER:

- A. The Borough shall agree to remove a storm sewer line that is presently being discharged into an existing City sanitary sewer, at no cost to the City.
 - B. The City hereby permits and authorizes the Borough to place a storm sewer pipe under Baldwin Road for the purpose of discharging storm water into Bell's Run Creek, at no cost to the City.
 - C. The Borough shall agree to reconnect all existing laterals encountered during construction of the aforesaid storm sewer, at no cost to the City.
 - D. Upon completion of the aforesaid storm sewer modifications, the Borough shall agree to restore all areas affected by the construction to its original condition within reason.
 - E. The Borough shall indemnify and save harmless the City against all claims and damages on account of injury to persons, including death, or to property arising from the performance of the Borough's work described in this section.
 - F. Neither the City nor the Borough by the terms of this Agreement hereby assumes any liability or responsibility for the continuing maintenance, repair and replacement of the storm sewer under Baldwin Road after the completion of same.
- V. TRAFFIC SIGNALS:
- A. The City will provide an updated traffic signal plan for the intersection of Hobbleton Road and Poplar Street. Greenlee Borough shall reimburse the City for the additional energy costs above the existing energy costs for the operation of this intersection, from year to year. The City will maintain the signal equipment for the above intersection upon completion of the new design plan.
 - B. The three (3) proposed signalized intersections at Hobbleton Road at Baldwin Road, and Hobbleton Road at Holiday Drive and Hobbleton Road at Hanfield Avenue shall be designed, installed and maintained (including energy costs) by the Borough of Greenlee.

Greentree Borough shall pay all costs for the signalization of these three (3) proposed intersections, including any other work incidental thereto. The City will bear no costs associated with signalization of these intersections. These three (3) proposed intersections will be reviewed and approved by the City prior to the final design and bidding.

C. The City will arrange for the closing of certain unpermitted driveways to the Noblestown Shopping Center at Baldwin Road.

D. Greentree Borough shall pay all construction costs associated with and any other work incidental thereto for the closing of these unpermitted driveways.

E. The Borough of Greentree shall submit all plans for the above driveway revisions for review and approval by the Director of the Department of Public Works prior to construction and bidding. These plans shall include street realignment, driveway, curbing, sidewalks, crosswalks, and barriers.

F. The City will paint the lane controls on Noblestown Road from Baldwin Road eastwardly past Poplar Street.

VI. EXECUTION, ACKNOWLEDGEMENT, DELIVERY:

Each party hereto shall at any time from time-to-time hereafter take any and all steps to execute, acknowledge and deliver to the other party any and all further instruments, or documents the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

VII. OBLIGATIONS:

This Agreement shall become effective when countersigned by the City Controller, provided, however, that this Agreement shall in no way obligate the Borough to initially undertake to finance and/or construct the aforesaid Borough's work as described in this Agreement. However, in the event that the Borough, its agent and/or designee begins to undertake construction of the aforesaid Borough's work or parts thereof, then this Agreement shall continue in full force and effect.

VIII. INDEMNITY, SAVE HARMLESS:

The Borough shall indemnify and save harmless the City against all claims and damages on account of injury to persons, including death, or to property arising from the performance of the Borough's work described in the Agreement.

IX. DISPUTES:

In the event of any disputes between the parties hereto with respect to any matter arising out of this Agreement, then such dispute shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association then in effect.

X. CITY'S RESOLUTION:

This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 886, Approved May 18, 1982, and Effective May 26, 1982.

XI. BOROUGH'S ORDINANCE:

This Agreement is authorized by Ordinance No. 1007 of the Borough of Greentree and dated the 30th day of November, 1982.

EXHIBIT A

Plans and Drawings
To Be Part of Final Agreement

Sanitary Sewer

- 1. Foster Plaza Development Plan for Foster Plaza Associates, Greentree Borough, Drawing No. A-1, Williams/Trebilcock/Whithead, dated November 11, 1981, and revised February 19, 1982.

- 2. "Construction Plans for Extension of Rollway Drive and Anderson Drive", Sheets 5 of 12 and 12 of 12, Mackin Engineering Company, dated August, 1981 and revised August 4, 1982.

Pensdale 60" Storm Sewer

- 1. Storm Sewer Construction, Pensdale Street - Longford Street to 400' South", Sheets 1 of 3, 2 of 3, and 3 of 3, of the City of Pittsburgh, Department of Public Works, dated July, 1982.

Modification to Existing 24" Storm Sewer

- 1. Engineering Plans, Drawing No. 2368-4, of Mackin Engineering Company, dated May, 1982.

Traffic Signals - Noblestown Road Improvements

- 1. Engineering Plans of Gateway Engineers, Incorporated, Drawing Nos. k3, 182; k3, 179-A; k3, 181-A, and k3, 217.

Terms

Ordinance	Agreement	Municipality	Area
Resolution 1400 12/28/81		Greentree Boro	Banksville Road Saver
Amended By		Keystone Oaks School Dist.	Little Saw Mill Run
Resolution 273 3/26/81		Paul Kosman	Alpark Sewer
		Don Ross Jr.	
		Allegheny Mobile	
		Home Park	

RESOLUTION No. 273, amending Resolution No. 1400 approved December 28, 1981, effective December 31, 1981, reading for an Agreement or Agreement with any or all of the following parties: The Boro of Greentree, the School District of Keystone Oaks, Paul Kosman, Commissioner of Pennsylvania, Department of Transportation, and Don Ross, Jr., for any or all of the following: construction, maintenance, cost sharing, statements, tap-in, fees, etc. for the construction of a sanitary and/or storm sewer, extending from Old Banksville Road through the private properties of Don Ross, Jr., the Commissioner of Pennsylvania, Department of Transportation, Paul Kosman, Keystone Oaks School District, and the City of Pittsburgh property, to the City list of Greentree Boro, herein to be known as "Alpark Sewer" to substitute Allegheny Mobile Home Park for Don Ross, Jr., as a party to the proposed Agreement or Agreement.

SECTION 1. Section 1 of Resolution No. 1400, approved December 28, 1981, effective December 31, 1981, which presently reads as follows:

The Mayor and the Director of the Department of Public Works, on behalf of the City of Pittsburgh, are hereby authorized to enter into an Agreement or Agreement with any or all of the following parties: The Boro of Greentree, the School District of Keystone Oaks, Paul Kosman, Commissioner of Pennsylvania, Department of Transportation, and Don Ross, Jr., for any or all of the following: construction, maintenance, cost sharing, statements, tap-in, fees, etc. for the construction of a sanitary and/or storm sewer, extending from Old Banksville Road through the private properties of Don Ross, Jr., the Commissioner of Pennsylvania, Department of Transportation, Paul Kosman, Keystone Oaks School District, and the City of Pittsburgh property, to the City list of Greentree Boro, herein to be known as "Alpark Sewer,"

is hereby amended to read as follows:

The Mayor and the Director of the Department of Public Works, on behalf of the City of Pittsburgh, are hereby authorized to enter into an Agreement or Agreement with any or all of the following parties: The Boro of Greentree, the School District of Keystone Oaks, Paul Kosman, Commissioner of Pennsylvania, Department of Transportation, and Don Ross, Jr., for any or all of the following: construction, maintenance, cost sharing, statements, tap-in, fees, etc. for the construction of a sanitary and/or storm sewer, extending from Old Banksville Road through the private properties of Don Ross, Jr., the Commissioner of Pennsylvania, Department of Transportation, Paul Kosman, Keystone Oaks School District, and the City of Pittsburgh property, to the City list of Greentree Boro, herein to be known as "Alpark Sewer."

of a Sanitary and/or storm sewer extending from Old Banksville Road through the private properties of Don Ross, Jr., the Commissioner of Pennsylvania, Department of Transportation, Paul Kosman, Keystone Oaks School District, and the City of Pittsburgh property, to the City list of Greentree Boro, herein to be known as "Alpark Sewer."

SECTION 2. The same shall be amended to read as follows: Approved March 27, 1981
Recorded March 27, 1981

	Municipality	Area
628 12/10/40	5/8/41	Baldwin Twp Streets Run

Baldwin Twp
Sewer file
CY 116
Fig 12-10-40

THIS AGREEMENT

Made and entered into this 8th day of May, 1941, by and between Township of Baldwin, hereinafter sometimes referred to as the "Township", of the first part,

AND

City of Pittsburgh, hereinafter sometimes referred to as the "City", party of the second part, both being municipal corporations of the Commonwealth of Pennsylvania

WITNESSETH

THAT, it is necessary in the interests of the public health that the sanitary sewage be removed from the section of Baldwin Township lying within Streets Run Drainage Basin, and

THAT, in order to accomplish this purpose, it is necessary for said Township to construct branch trunk sewer and lateral sewers to the existing Streets Run trunk sanitary sewer, and

THAT, the City of Pittsburgh has constructed the said sewer from the dividing the City, Mifflin and Baldwin Townships, to a point near the Monongahela River, and

THAT, the Township of Baldwin is desirous of connecting sanitary branch sewers to the sanitary trunk sewer constructed by the City, and

THAT, it is mutually advantageous to the parties hereto, to use the sewer constructed by the City to a point near the Monongahela River as a joint sewer.

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 Township to discharge its sanitary sewage into the said trunk sanitary sewer and to carry the sewage discharged from Baldwin Township through the extension of said trunk sewer beyond the City Line.

II.

In consideration of this permission, the Township agrees to pay to the City

total sum of \$26,500.00, said sum being fixed as its share of the cost of constructing the trunk sanitary sewer through the City of Pittsburgh. This amount to be payable within sixty (60) days after completion of the first connection discharging sewage to the trunk sanitary sewer.

III.

The City agrees to maintain and keep in repair, said trunk sanitary sewer from the City line to a point near the Monongahela River and the Township agrees to pay thirty (30%) percentage of the cost of said maintenance and repairs thereof, said amounts to be due and payable within thirty (30) days after presentation of a certified statement by the City to the Township. In event of any dispute as to cost of maintenance and repair, the decision of the Director of the Department of Public Works shall control.

IV.

It is understood and agreed by the Township that it shall not permit any other municipality, individual or corporation not located within the Township to discharge any sewage into the branch trunk sanitary sewers constructed by the Township as hereinafter provided, unless permission so to do is given in writing by proper authorities of the City.

V.

The Township agrees that no drainage other than sanitary or domestic drainage shall be admitted into any part of the said trunk sewer and that surface drainage and roof drainage shall be specifically excluded therefrom. Failure by the Township to conform to this provision shall render the entire contract voidable at the option of the City, and the City shall thereupon have authority to cancel this contract and exclude the Township and all residents thereof from further use of said sewer until the Township complies with this provision.

VI.

The Township agrees that all sewer connections to said trunk sanitary sewer made by the said Township shall be without cost to the City of Pittsburgh, and that plans, specifications and construction of the said sanitary branch and lateral sewers

Ordinance

Agreement

Municipality

Area

792
12/19/28

Baldwin
TWP

Saw Mill
Run

SAW MILL RUN TWP

AN ORDINANCE

Authorizing and directing the Mayor and the Director of the Department of Public Works, for and in behalf of the City of Pittsburgh, to join with the Boroughs of Dormont, Brentwood, Overbrook, Mt. Oliver and Castle Shannon and Mt. Lebanon Township, in accepting from Baldwin Township the sum of ten thousand five hundred dollars (\$10,500.00) as its share of the cost of the construction of the main trunk sanitary sewer in the Saw Mill Run drainage basin from Bethel Township to the Ohio River.

WHEREAS, The City of Pittsburgh, by Ordinance No. 150, approved April 1, 1925, entered into an agreement dated October 31, 1925, with Dormont Borough, Knoxville Borough (now City of Pittsburgh), Carrick Borough (now City of Pittsburgh), Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough and Mt. Oliver Borough, providing for the payment of the cost of the construction of the main trunk sanitary sewer in the Saw Mill Run drainage basin from Bethel Township to the Ohio River; and

WHEREAS, Said agreement further provided that Baldwin Township shall not participate in any manner in the construction of any lateral sewers thereto until the payment of the whole or a part of the total amount of the apportionment of the cost, namely, 10.18% estimated at Seventeen thousand three hundred six dollars (\$17,306.00) is made to the respective Boroughs and Township above recited, in the same proportion as the original distribution of said cost; and upon payment of said sum to the respective Borough and Township the said Township shall participate in all the rights and privileges granted under the agreement entered into between the City of Pittsburgh and the respective boroughs and township, authorized by Ordinance No. 150, approved April 1, 1925, and the agreement dated October 31, 1925.

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, for and in behalf of the City of Pittsburgh, shall be and they are hereby authorized and directed to join with the Boroughs of Dormont, Brentwood, Overbrook, Mt. Oliver and Castle Shannon, and Mt. Lebanon Township, in accepting from Baldwin Township the sum of ten thousand five hundred dollars (\$10,500.00) as its share of the cost of the construction of the main trunk sanitary sewer in the Saw Mill Run drainage basin from Bethel Township to the Ohio River.

SECTION 2. Upon payment by Baldwin Township of the sum of \$10,500.00, which amount shall be distributed to the respective Boroughs and Township in accordance with the apportionment of the cost of construction of said section of the trunk sewer, as provided for in Section 3 of agreement dated October 31, 1925, and authorized by Ordinance No. 150, approved April 1, 1925, consent is hereby given by the City of Pittsburgh to said Baldwin Township to participate in all the rights and privileges granted under said agreement and Ordinance referred to, with the same force and effect as if said Township of Baldwin had originally been a party to said agreement.

SECTION 3. Since entering into the agreement referred to, the Borough of Carrick and Knoxville have become annexed to the City of Pittsburgh; therefore, the payment of the share of the \$10,500.00 due the former Borough of Carrick and Knoxville on the same basis of apportionment of the cost of construction of said section of the trunk sewer as provided for in Section of the agreement dated October 31, 1925, and authorized by Ordinance approved April 1, 1925, shall be paid to the City of Pittsburgh.

SECTION 4. Upon payment by Baldwin Township of the sum of \$10,500.00, provided for in Section 1 and 2 of this Ordinance, said Baldwin Township shall be and it is hereby authorized and directed to join with the City of Pittsburgh and the Boroughs of Dormont, Brentwood, Overbrook, Castle Shannon, Mt. Oliver and Mt. Lebanon Township, subject to all terms and provisions of said agreement.

Ordinance
 Agreement
 Municipality
 Area

130
 10/31/25

4/1/25

Dorment
 Carrick
 Brentwood
 Overbrook
 Mt Oliver
 Mt Lebanon
 Castle Shannon
 (City)

Saw Mill Run

Terms

Saw Mill Run

FILE OF COUNCIL, CITY OF PITTSBURGH
 Series 1925
 CRA 130
 Approved
 10/31/25

File No. 1147
 Presented by Mr. Harshbarger, March 19, 1925
 In Committee on Public Works, March 17, 1925
 Artistically Recommended

AN ORDINANCE - Authorizing an agreement between the City of Pittsburgh, designated as party as party of the first part, and Dorment Borough, Carrick Borough, Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough, and Mt. Oliver Borough, designated as parties of the second part, and providing for the payment of cost of construction, maintenance and repairs of a main trunk sewer sewer in the Saw Mill Run Drainage Basin, from District Township to the Ohio River.

WHEREAS, The temporary condition caused by the disrepair of the sewerage and municipalities into Saw Mill Run, has caused the State Department of Health to issue permits authorizing the various municipalities to abate the same by means of the construction of the necessary sanitary sewers, and

WHEREAS, It is mutually advantageous for the section of the City of Pittsburgh designated as the 19th and 20th Wards, and other municipalities, to-wit: Dorment Borough, Carrick Borough, Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough and Mt. Oliver Borough, by reason of the topography of the territory located in the Saw Mill Run Drainage Basin, to construct, maintain and repair a main trunk sanitary sewer along a line, at or near that of the existing Saw Mill Run, from District Township to the Ohio River, and

WHEREAS, The said trunk sanitary sewer is mutually beneficial to all municipalities within the limits of the Saw Mill Run Drainage Basin in proportion to the actual Population and Taxable Valuation for 1923, and

WHEREAS, The cost of said main trunk sewer apportioned between the municipalities interested and based on the average of the actual Population and the Taxable Valuation for 1923 shows that the City of Pittsburgh should pay 50.16% of the total cost of said sewer and the other municipalities interested 50.84% of the total cost of said sewer, THE CITY OF PITTSBURGH, be it

ENACTED, That it be and it is hereby enacted and enacted by the authority of the same, That the Mayor and the Director of the Department of Public Works of the City of Pittsburgh be and they are hereby authorized and directed to enter into an agreement on behalf of the City of Pittsburgh, designated as party of the first part, with Dorment Borough, Carrick Borough, Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough and Mt. Oliver Borough, designated as parties of the second part, said agreement to be in the following, to-wit:

ARTICLES OF AGREEMENT

Made and entered into this 31st day of October, 1925, between the City of

Pittsburgh, designated no party of the first part and Jopann Township, Knoxville Borough, Carrick Borough, Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough and Mt. Oliver Borough, designated as parties of the second part, to provide for the construction, distribution of costs, maintenance and repairs of a main trunk sanitary sewer in the Saw Hill Run Sewage Basin, from Bethel Township to the Ohio River.

THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. That the party of the first part shall construct, pay the cost thereof, maintain and repair the main sanitary trunk sewer along a line at or near Saw Hill Run, from the present City Line near McGeheer Avenue, to the Ohio River.

2. The party of the first part further agrees to construct and pay for the sanitary by-pass connection from the existing Knoxville sewer east of Barrington Avenue, to the main trunk sewer, without cost to said Borough.

3. The parties of the second part agree to construct, maintain and repair the section of the main trunk sanitary sewer at or near the line of Saw Hill Run, from Bethel Township to the present City Line near McGeheer Avenue, to connect with the section of the sewer to be constructed by the party of the first part.

The said parties of the second part agree to pay the cost of construction of said section of the trunk sewer to be constructed by them according to the basis determined by the area, the actual population and taxable valuation of 1922 as follows:

Jopann Borough	.....	\$2,000
Knoxville Borough	.....	16,800
Carrick Borough	.....	16,200
Brentwood Borough	.....	4,500
Overbrook Borough	.....	9,000
Mt. Lebanon Township	.....	11,000
Castle Shannon Borough	.....	7,000
Mt. Oliver Borough	.....	0,100
Bethel Township	.....	10,100

In accordance with the above apportionment of cost Bethel Township's assessment is 10.10% of the total cost of said section of the trunk sewer estimated at Seven Thousand Three Hundred Sixty (\$7,306.00) Dollars. Said Bethel Township having to fund to join with the above outlined Boroughs and Townships in the payment of the cost of said sewer the said 10.10% of the cost estimated at Seven Thousand Three Hundred Sixty (\$7,306.00) Dollars is apportioned between the Boroughs and Townships as follows:

Jopann Borough	.....	\$2,000
Knoxville Borough	.....	16,745
Carrick Borough	.....	16,045
Brentwood Borough	.....	5,085
Overbrook Borough	.....	10,500
Mt. Lebanon Township	.....	14,675
Castle Shannon Borough	.....	7,600
Mt. Oliver Borough	.....	0,135

Ordinance

Agreement

Municipality

Area

Terms

Indefinite Township therefore does not participate in any manner in the construction of the trunk sewer and has no right whatsoever to costs of any lateral sewer there to until the payment of the whole or a part of the total amount of the apportionment of cost, namely \$10,125 estimated at Corporation Trinidad Three Hundred Sixty (\$17,300.00) Dollars is made to the respective Boroughs and Township above recited in the same proportion as the original distribution of said cost, and upon payment of said sum to the respective Boroughs and Township, the said Township of Baldwin, shall participate in all the rights and privileges granted under this agreement with the same force and effect as if said Township of Baldwin had originally been a party to this agreement.

And it is further agreed that said section of trunk sewer between Bethel Township and the City Line shall be maintained and repaired by the respective Boroughs and Township participating in the construction, and that the cost of maintenance and repairs shall be distributed pro rata among said Boroughs and Township participating in the payment of the construction thereof in proportion to the total cost of construction.

The design and construction of this section of the sewer shall be made in accordance with the general recommendation of the Department of Public Works, City of Pittsburgh and the approval of the State Department of Health.

4. Any party to this agreement shall have the right to make connections of sanitary sewer to the main line trunk sewer without cost for the rights of making said connections, providing that the plans for said sewer connections have been approved by the State Department of Health, and providing further that said plans of lateral sewer shall be of the sanitary type of sewer from which storm water and ground water shall be excluded.

The cost of construction, maintenance and repairs of either extensions to the main sewer or additional lateral sewers, shall be entirely borne by the municipality constructing the same.

5. Should the City of Pittsburgh hereafter decide to construct sewage disposal plant therein the sewage from Saw Hill San Drainage Basin shall be treated. It is hereby agreed that said construction, maintenance and repairs of both the plant and sewers carrying the sewage to and from same, shall be done by the City of Pittsburgh, and that the cost of both the construction, maintenance and repairs of said disposal plant and sewers leading from and thereto, shall be distributed pro rata among the municipalities located in the Saw Hill San Drainage Basin.

The basis for the distribution of said cost of construction and maintenance shall be determined by the municipalities interested at the time said sewage disposal plant is constructed.

CITY OF PITTSBURGH
 Attest: N. H. Fisher
 Mayor

By Wm. A. Fisher, Mayor
 Secretary of Public Works
 By Wm. A. Fisher, Mayor
 Secretary

Attest /s/ E. O. Gornell
Borough Secretary

WALTER G. ROBERTS
By /s/ George J. Kony
President (SEAL)

Attest /s/ Geo. H. A. Koolhaas
Secretary

JOHN W. TRAVITT
By /s/ William Kestler
President (SEAL)

Attest /s/ Chas. J. Gillsberg
Borough Secretary

ROBERT G. STROCK
By /s/ Mark X. Roberts
President (SEAL)

Attest /s/ J. R. Appenell
Borough Secretary

ROBERT V. BISHOP
By /s/ A. S. Erdman
President Pro Tem (SEAL)

Attest /s/ Phillip J. Dillinger
Secretary

ROBERT G. STROCK
By /s/ J. E. Oram
(SEAL)

Attest /s/ J. A. Cook
Secretary

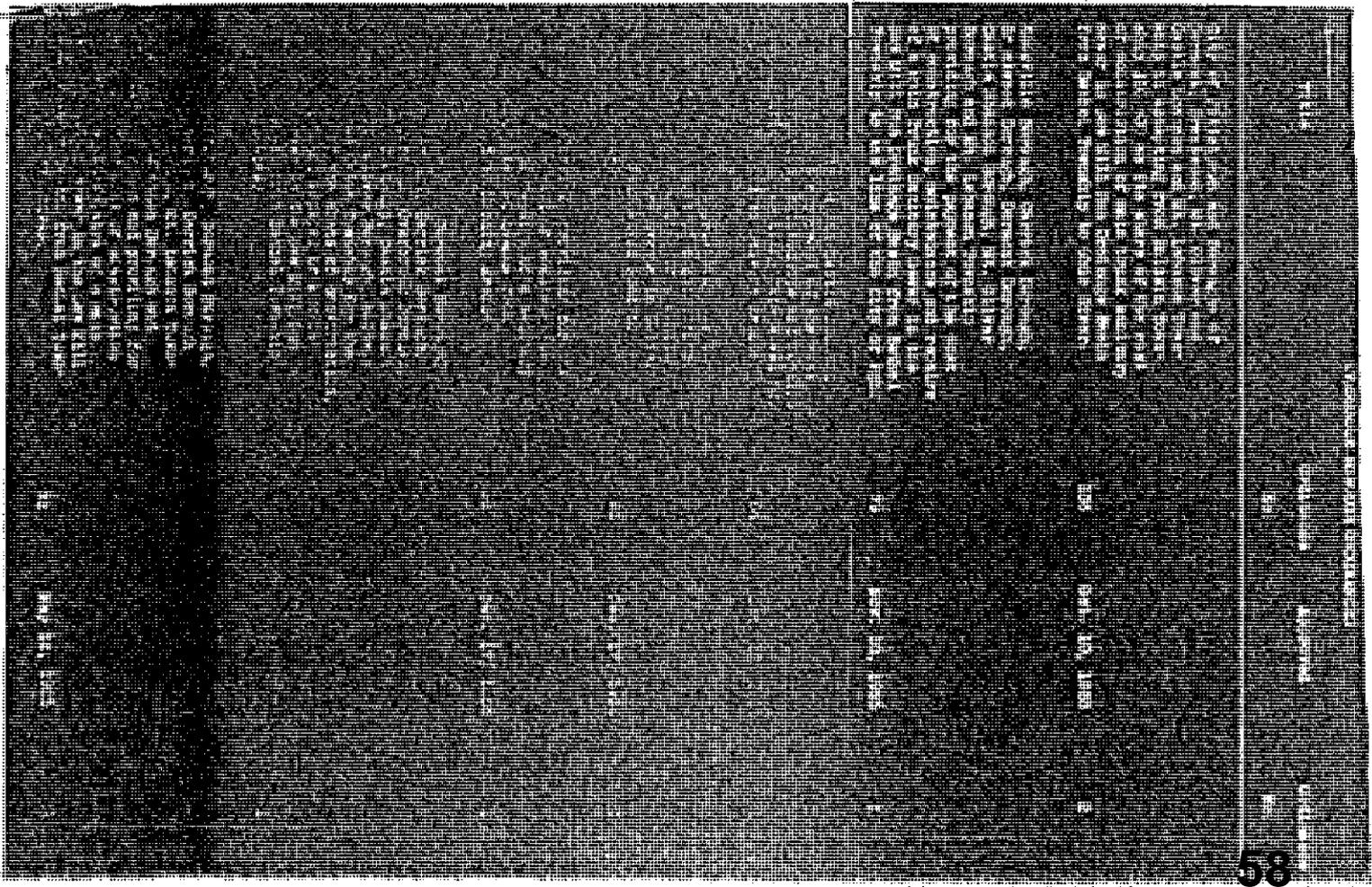
BOBBI G. SMITH
By /s/ R. E. Kony
(SEAL)

Attest /s/ Geo. A. Hoffman
Secretary

WALTER G. ROBERTS
By /s/ John A. Aymer
(SEAL)

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

Ordinance	Agreement	Municipality	Area
136	Overbrook Boro		
16/10/28			
79			
11/16/25			
84			
12/17/26			
85			
12/17/26			
86			
12/17/26			
72			
5/12/25			



Ordinance

Agreement

Municipality

Area

Terms

81

3/24/30

Mt Oliver
Bovo
Baldwin
Twp

Becks Run

Mt Oliver

A O R R E N D E N T

between

CITY OF PITTSBURGH
W. OLIVER BOROUGH
BALDWIN TOWNSHIP

BECKS RUN TRUNK SEWER

ORB 81

3/24/30

BK 42 P 325

ARTICLES OF AGREEMENT

Made and entered into this 22 day of March, 1930, between the City of Pittsburgh and W. Oliver and Baldwin Townships, to provide for the payment of cost of construction, maintenance and repairs to the sanitary trunk sewer in the BECKS RUN TRUNK SEWER, from a point about 500 ft. north of Adella Street in the City of Pittsburgh to the Monongahela River. WHEREFORE, this Agreement Witnesseth:

1. That the parties hereto shall pay the cost of construction of the sanitary trunk sewer in the Becks Run Trunk Sewer, from a point about 500 ft. north of Adella Street in the City of Pittsburgh, to the Monongahela River in the following proportions:

City of Pittsburgh	55.7%
W. Oliver Borough	25.2%
Baldwin Township	19.1%

2. Contracts plans and specifications for the construction of said sewer shall be made by the City of Pittsburgh and submitted to the other Municipalities for general approval.

3. The contract work shall be awarded and the construction work supervised by the City of Pittsburgh. The other Municipalities interested shall have the right of general supervision and inspection of the construction work.

4. Upon completion of the contract for said sewer, City of Pittsburgh shall submit a copy of the final estimate to each of the Municipalities interested. Such Municipality shall, upon receipt of said copy of the final estimate, pay to said City of Pittsburgh the percent of the total amount thereof as designated in the paragraph marked "7" in this Agreement. The payment of said amount shall be made within a period of ten (10) days from the date the copy of said final estimate is received by the Municipality interested.

5. This trunk sanitary sewer shall be maintained and repaired by the City of Pittsburgh and the cost of said maintenance and repairs shall be paid pro rata by the various Municipalities interested, including W. Oliver Borough and Baldwin Township, in the same proportion as provided for the division of the cost of construction of said sewer.

6. Each party to this Agreement shall have the right to make connect or sanitary sewers to the main sewer without cost for the privilege of making said connections providing plans for said connections have been approved by the State Department of Health and providing further that said lateral sewers shall be of the sanitary type from which ground water and storm water shall be excluded.

60

Ordinance Agreement Municipality Area

652
4/6/11

Dormant
Boro
W. Liberty
Ave. Saver

Terms

No. 658

That the said parties shall be bound by the terms and conditions of the agreement...
ARTICLES OF AGREEMENT

That the City of Pittsburgh, Allegheny County, Pennsylvania, and the City of Dormant, Allegheny County, Pennsylvania, do hereby agree to the following provisions...

That the said parties shall be bound by the terms and conditions of the agreement...
That it will permit the City to develop the property...

That the City shall have the right to develop the property...
That the City shall have the right to develop the property...

The City and the proposed service...
Approved April 6, 2011

Ordinance	Agreement	Municipality	Area
103	12/8/26	Union Twp	
583	12/8/26	Dorment Boro	

TERMS

THIS AGREEMENT

MADE this 8th day of December 1926,

between the Borough of Dorment, a municipal corporation of the Commonwealth of Pennsylvania, and existing under the laws of the Commonwealth of Pennsylvania, a municipal corporation organized and existing under the laws of said Commonwealth, party of the second part;

IT IS AGREED

THAT the party of the first part has constructed a fifteen inch terra-cotta trunk sanitary sewer from the intersection of Ordinance Avenue and Linden Avenue, in the Borough of Dorment, to the line of the title saw Mill Run Trunk Sanitary Sewer, in the Township of Union; and

THAT the Township of Union desires to have the privilege of using said sewer by making connections therewith of such residential tenements, for the drainage of sewage from houses and other buildings located within Union Township;

NOW THEREFORE in consideration of the rights and privileges of the second part agreed to by the said party of the first part, the party of the second part agrees to pay to the said party of the first part, the sum of seven hundred and fifty (\$750.00) Dollars, towards the cost of construction of said sanitary trunk sewer and further the maintenance in a proper state of repair that section of said sanitary sewer within the Township of Union and to save the Borough of Dorment from any claims for damage on account of failure to properly maintain said sewer within the said Township.

IT IS UNDERSTOOD AND AGREED that the party of the second part will make payment to the Treasurer of the Borough of Dorment of the amount provided for in this Agreement within ninety days after the execution of this Agreement.

IT IS ALSO UNDERSTOOD and agreed that the Township of Union shall have the privilege of making connections of sanitary sewers to the trunk sewer without cost for the privilege of making said connections, provided that the plans for said sewer connections have been approved by the State Sanitary Water Board and provided further that said sewers to be connected shall be of the sanitary type of sewers from which storm water and ground water shall be excluded and that voided further that plans of all connections to be made shall be filed with the Secretary of the Borough of Dorment, and that the Borough of Dorment shall have the right to inspect said connections.

THIS AGREEMENT is executed and delivered by the proper officers of said municipal corporations under authority of Ordinance No. 583 of the Boro of Dorment, and Ordinance No. 103 of the Township of Union.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, attested by the proper officers:

Attest:
 W.O. Garrett
 Borough Secretary

James Reid

Borough Secretary

RODOLPH W. DOBNEY
 By Charles Oberlin
 President of Council

TOWNSHIP OF UNION
 By John C. Alton
 President of Board

Terms

BOROUGH OF DORMONT
ORDINANCE NO. 663 ✓

AN ORDINANCE Providing for the execution of a contract between the Borough of Dormont and the Township of Union with respect to construction and use of a fifteen inch terra cotta trunk sanitary sewer from the intersection of Ordinance Avenue and Linden Avenue in the Borough of Dormont, to the line of the Little Saw Mill Sanitary Trunk Sewer in the Township of Union; providing for the terms and conditions of said contract; and authorizing the execution thereof on behalf of the Borough of Dormont.

IT IS Ordained and enacted by Burgesses and Council of the Borough of Dormont, in Council assembled, and it is hereby ordained and enacted by authority of the same:-

SECTION 1. That an agreement be entered into between the Borough of Dormont and the Township of Union, of which agreement the following is a copy:

THIS AGREEMENT

MADE This Day of 1926,
between the Borough of Dormont, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, party of the first part, and the Township of Union, a municipal corporation organized and existing under the laws of said Commonwealth, party of the second part:

WITNESSETH:

WHEREAS the party of the first part has constructed a fifteen inch terra cotta trunk sanitary sewer from the intersect-

Municipality	Area	Agreement	Reference
Dormont Boro	Banksville RA	8/6/26	Dormont Boro 583
Union Top	Little Saw Mill Run		

Agreement

Municipality

Area

TERMS

ion of Ordinance Avenue and Linden Avenue, in the Borough of Dormont to the line of the Little Saw Mill Run Trunk Sanitary Sewer, in the township of Union; and

WHEREAS the Township of Union desires to have the privilege of using said trunk sewer by making connections therewith of such sanitary sewers as may be built by the said Township of Union or the residents thereof, for the drainage of sewage from houses and other buildings located within Union Township;

NOW THEREFORE in consideration of the rights and privileges herein granted to it by the said party of the first part, the said party of the second part agrees to pay to the said party of the first part, the sum of Seven Hundred and Fifty (\$750) Dollars, towards the cost of construction of said sanitary trunk sewer; and further agrees to maintain in a proper state of repair that section of said sanitary sewer within the Township of Union and to save the Borough of Dormont from any claims for damages on account of failure to properly maintain said sewer within the said Township.

IT IS UNDERSTOOD AND AGREED that the party of the second part will make payment to the Treasurer of the Borough of Dormont of the amount provided for in this agreement within ninety days after the execution of this agreement.

IT IS ALSO UNDERSTOOD AND AGREED that the Township of Union shall have the privilege of making connections of sanitary sewers to the trunk sewer without cost for the privilege of making said connections, provided that the plans for said sewer

connections have been approved by the State Sanitary Water Board, and provided further that said sewers to be connected shall be of the sanitary type of sewers from which storm water and ground water shall be excluded, and provided further that plans of all connections to be made shall be filed with the Secretary of the Borough of Dormont, and that the Borough of Dormont shall have the right to inspect said connections.

This Agreement is executed and delivered by the proper officers of said municipal corporations under authority of Ordinance No. of the Borough of Dormont, and Ordinance No. of the Township of Union.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, attested by the proper officers.

BOROUGH OF DORMONT

Attest: By

President of Council

Borough Secretary

TOWNSHIP OF UNION

Attest: By

President of Board of Township Commissioners

SECTION 2. That this ordinance shall go into effect if a like ordinance or Resolution is passed by the said Township of Union, and the Agreement, as provided for in said Ordinance is approved by the State Sanitary Water Board, otherwise the same to be null and void.

SECTION 3. That the President of Council and the

Secretary of said Borough of Dormont are hereby authorized and directed to execute said agreement on behalf of the said Boro. subject to the provisions as contained in the foregoing section of this Ordinance.

SECTION 4. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance be and the same are hereby repealed in so far as the same affect this Ordinance.

ORDAINED AND ENACTED into a law this 6th day of August, A.D. 1926.

Attest:

Borough Secretary.


President of Council

A.D. 1926.
READ and approved this 6th day of August,

Attest:

Borough Secretary.


Borough Secretary.

Ordinance

Agreement

Municipality

Area

Terms

450

8/15/73

Marshall

Boro

W. Homestead

Boro

3/rd Ward

West Run

Trunk

Sewer

No. 450

A. ORDINANCE—AUTHORIZING the Mayor and the Director of the Department of Public Works to enter into an agreement between the City of Pittsburgh and the Boroughs of Mount Pleasant and West Homestead and the Allegheny County Authority for Improvements in the undersigned portions of the City to sewer the First Ward Area into the Thirty-Ninth Sewer Trunk line and to determine the number of abutting the payment of said Trunk line, said Ward.

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 to enter into an agreement between the City of Pittsburgh and the Boroughs of Mount Pleasant and West Homestead and the Allegheny County Authority for Improvements in Pittsburgh to permit the City to sewer the undersigned portions of the City to sewer the First Ward Area into the Thirty-Ninth Sewer Trunk Line and to determine the number of abutting the payment costs for repair and maintenance of said Trunk Line 314, 316 and 318. Said Agreement shall be in a form approved by the City Auditor.

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

Passed August 2, 1973.
 Approved August 13, 1973.
 Ordinance Book 74, Page 28

AGREEMENT

MADE this 18th day of April,
197⁵ by and among the CITY OF PITTSBURGH, a municipal corporation of the
Commonwealth of Pennsylvania, situate in the County of Allegheny, herein-
after called "CITY",

A
N
D

the BOROUGH OF MINNALL, a municipal corporation of the Commonwealth of
Pennsylvania, situate in the County of Allegheny, hereinafter called
"MINNALL",

A
N
D

the BOROUGH OF WEST HOMESTEAD, a municipal corporation of the Commonwealth
of Pennsylvania, situate in the County of Allegheny, hereinafter called
"WEST HOMESTEAD",

WHEREAS, the BOROUGHS OF MINNALL and WEST HOMESTEAD lie adjacent
to the Thirty-First Ward of the CITY OF PITTSBURGH, and

WHEREAS, the Boroughs have constructed a sanitary sewerage system
known as the "West Run Sanitary Sewer Trunk Line", which drains the sanitary
sewerage along West Run and the surrounding territory, and

CB 264 - 30" Storm
D 5726

72.1

WHEREAS, the "West Run Sanitary Trunk Line" is also known as the "Forrest Avenue Sanitary Sewer Trunk Line" in WEST HOMESTEAD, and

WHEREAS, the portion of the Thirty-First 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, and

WHEREAS, the "West Run Sanitary Sewer Trunk Line" (Forrest Avenue Sanitary Sewer Trunk Line) is connected to the Allegheny County Sanitary Authority Interceptor Sewer System, and is of sufficient capacity to take care of the CITY'S Sanitary Sewerage from the territory aforesaid, and

WHEREAS, the CITY has already, by prior agreements, connected the sanitary sewers of a part of the Thirty-First Ward West Run Drainage Basin which has been developed.

NOW THEREFORE, in order to permit the CITY to further develop the Thirty-First Ward West Run Drainage Basin and to connect with the "West Run Sanitary Sewer Trunk Line" for the disposal of sanitary sewage, the parties to this Agreement hereby agree as follows:

1. The CITY will construct approximately 910 lineal feet of 8" and 940 lineal feet of 12" sanitary sewer in MINNALL on private property from the City line in Greencove Street to the existing West Run Trunk Sewer in Minhall in order to serve the Homestead Terrace area of the City. MINNALL will obtain all necessary easements for the construction of these sewers within MINNALL. MINNALL will be permitted to connect all existing or future buildings to the proposed sewer at no cost. Maintenance of the sewer will be as described in Item 4. The CITY will be financially assisted in the construction of the 8" sewer by the United States Department of Housing and Urban Development by the terms of an existing grant from that

72.2

Agency, and is expected to be similarly assisted in the construction of the 12" sewer by the provisions of the same grant.

2. The CITY will construct approximately 100 linear feet of sanitary sewer, probably 12" size, in West Homestead from the City line on Wood Street to the existing sanitary sewer of West Homestead on Wood Street in order to serve what is generally known as the Basic Street Area in the CITY. WEST HOMESTEAD will obtain any necessary easements for the construction of this sewer within West Homestead. WEST HOMESTEAD will be permitted to connect all existing or future buildings to the proposed sewer at no cost. Maintenance of the sewer will be as described in Item 4.

3. The provision in any prior Agreements with either Borough that the CITY pay \$0.75 per front foot of all new construction is hereby eliminated entirely and, in lieu thereof, the CITY agrees to pay a lump sum of Eleven Thousand Eighty-One (\$11,081.00) Dollars to WEST HOMESTEAD and Four Thousand Four Hundred and Sixteen (\$4,416.00) Dollars to MARSHALL within thirty (30) days after the execution of this Agreement. It is specifically agreed that with regard to MARSHALL, and as noted in Attachment #1, the CITY'S payment shall be for the street specified and the CITY agrees to pay \$0.75 per front foot for future development of other areas which shall thereafter be connected into the West Run Trunk Sewer Line.

4. The CITY, MARSHALL and WEST HOMESTEAD, by the execution of this Agreement, hereby revise the participation in the payment of maintenance and repair costs caused by storms, breaks, cloggings, etc. for the West Run Trunk Sewer as set forth in existing or prior Agreements, to read as follows:

- A. That portion of the West Run Trunk Sewer from the ALCOGAN Interceptor at the Monongahela River to the

72.3

Marshall-West Homestead boundary line used jointly
by all three municipalities shall be shared:

1/3 CITY OF PITTSBURGH
1/3 BOROUGH OF WEST HOMESTEAD
1/3 BOROUGH OF MARSHALL

- B. That portion of the West Run Trunk Sewer and the tributary sewer lines used jointly by the CITY OF PITTSBURGH and the BOROUGH OF MARSHALL, from the Marshall-West Homestead boundary line, south to the Marshall-City of Pittsburgh boundary lines shall be shared:

1/2 CITY OF PITTSBURGH
1/2 BOROUGH OF MARSHALL

- C. All tributary sewer lines to the main West Run Trunk Sewer line within the Borough of West Homestead used jointly by the CITY OF PITTSBURGH and the BOROUGH OF WEST HOMESTEAD shall be shared:

1/2 CITY OF PITTSBURGH
1/2 BOROUGH OF WEST HOMESTEAD

- D. Each municipality shall be solely responsible for, and shall pay all costs of repairs and maintenance on tributary sewer lines which intercept with the West Run Trunk Sewer Line which are used solely by residents and property owners of such municipalities.

The parties hereto agree that in the event repairs are required to the West Run Trunk Sewer, the cost of which is to be shared, such repairs will not be made without the knowledge and consent of the participating municipalities, and in no event will repairs be made without

- 4 -

72.4

solicitation of bids and letting a proper contract to the lowest responsible bidder in accordance with the applicable law.

5. Within thirty (30) days after the execution of this Agreement, the BOROUGH OF WEST HONESTEAD and MANHALL shall acquire and properly assign to the CITY all necessary rights-of-ways and/or easements for the proposed sewer of Item Nos. 1 and 2, and the CITY shall immediately thereafter be permitted to commence construction of the West Run Trunk Sewer branch extensions in WEST HONESTEAD and MANHALL and shall continue to proceed to sewer the unserved areas of the West Run watershed in the CITY.

6. Total development in the 302 acres which comprises the CITY portion of the West Run Drainage Basin shall be limited to 2500 units and, based on five (5) persons per unit, not more than 12,500 persons. This is approximately eight (8) units per acre. The present population within the 302 acres is approximately 2,500, thus leaving a growth potential of 10,000 persons. Should this growth potential ever be reached or be expected to be exceeded, the Agreement will be subject to renegotiation.

7. CITY is authorized to enter into this Agreement pursuant to Ordinance No. 188, Approved April 18, 1975, Boroughs are authorized to do so pursuant to:

BOROUGH OF MANHALL pursuant to Ordinance No.

1225, Approved August 8, 1974;

BOROUGH OF WEST HONESTEAD pursuant to Ordinance

No. 430, Approved November 12, 1974.

- 5 -

72.5

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

ATTEST:

ATTEST:

BOROUGH OF MINNELL

Francis V. Lencov
Borough Secretary

BY Donald M. ...
President of Council

ATTEST:

BOROUGH OF WEST HOMESTEAD

Louis J. ...
Borough Secretary

BY ...
President of Council

ATTEST:

CITY OF PITTSBURGH

Jan J. Kelly
Bernard Blaskovic

BY ... Mayor
BY Raymond J. ... Director, Department of Public Works

EXAMINED BY:

APPROVED AS TO FORM:

D.R. ...
Asst City Solicitor

BY ...
City Solicitor

COUNTERSIGNED:



...
City of Pittsburgh

DATE OF CONTRACT	CONTRACT NUMBER	AMOUNT OF CONTRACT	
		ITEM	AMOUNT CHANGED
4/25/75	511.60	157.3	157.47.00

I HEREBY CERTIFY THE ABOVE CONTRACT IS NUMBERED
IN THE ORDER OF ITS DATE AND THE AMOUNT THEREOF
IS CHANGED AGAINST THE PUBLIC INTEREST OF THE COUNCIL
AND IS COUNTERSIGNED SUBJECT TO THIS CONDITION.

CERTIFIED AND COPIED: ... APR 29 1975
DATE
...
CITY CONTROLLER DEPUTY CITY CONTROLLER

- 6 and last -

72.6

AGREEMENT

MADE this 30th day of February, 1975, by and among the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "city",

A
N
D

the BOROUGH OF MUNHALL, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "Munhall",

A
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the BOROUGH OF WEST HOMESTEAD, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "West Homestead",

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the COUNTY OF ALLEGHENY, a county of the Commonwealth of Pennsylvania.

WHEREAS, the Boroughs of Munhall and West Homestead are adjacent to the Thirty-First Ward of the City of Pittsburgh; and

WHEREAS, storm water from the Thirty-First Ward of the City of Pittsburgh, the West Run Road area of the Borough of Munhall, and the Forrest Avenue area of the Borough of West Homestead is drained by a creek known as West Run Creek; and

WHEREAS, the West Run Creek, after drainage from the City of Pittsburgh, Borough of Munhall and Borough of West Homestead, empties into the Monongahela River, at a point in the Borough of West Homestead; and

Ordinance	Agreement	Municipality	Area
174	1/30/75	Munhall Boro	West Run
5/3/74		W. Homestead Boro	Creek

WHEREAS, the West Run Creek has caused damages primarily in the Borough of West Homestead and also in the Borough of Munhall and City of Pittsburgh, which damages have increased by virtue of the increased volume of storm waters in the West Run Creek by virtue of development and construction in the Fifty-First Ward of the City of Pittsburgh, Borough of Munhall and Borough of West Homestead; and

WHEREAS, to alleviate the problems of flooding and erosion caused by channel blockage, the parties to this Agreement desire to provide an Agreement for the elimination of the present blockage of the West Run Creek and the future maintenance of the stream for the best interest and future welfare of the City of Pittsburgh, Borough of Munhall and Borough of West Homestead.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and intending to be legally bound hereby, the parties to this Agreement agree as follows:

1. The County of Allegheny will use its best efforts to obtain Commonwealth of Pennsylvania and United States Governmental services in the study of stream control and soil conservation for the determination of future channel control including determination of channel dredging and dam erection, etc.

2. The Borough of West Homestead, by its Engineer, will develop and provide the parties to this Agreement, for their approval, the initial work program which is to include recommendations for immediate dredging and stream control and the scope of the work to be performed under the provisions of this Agreement.

3. The County of Allegheny agrees that it will initially furnish personnel to perform manual work in the West Run Creek bed and the adjacent banks thereof from the mouth of the West Run

Creek in the Borough of West Homestead at the Monongahela River to a point at or about 22nd Avenue in the Borough of Munhall.

4. The City of Pittsburgh, upon completion of work required by manual labor to be performed by the County of Allegheny under the provisions of paragraph 3 above, agrees to provide equipment and personnel to perform dredging in the channel area and clean-up requirements on the adjacent stream banks as may be determined in the scope of the work for immediate and initial requirements by the Engineer of the Borough of West Homestead as set forth in paragraph 2 above.

5. The City of Pittsburgh, Borough of Munhall and Borough of West Homestead agree that any future maintenance and repairs to the West Run Creek Channel, the scope of which is mutually agreed to by the parties involved, shall be done collectively or the costs shared equally. That is, any future dredging and/or clean-up required for channel flow and control shall be borne one-third (1/3) by the City of Pittsburgh, one-third (1/3) by the Borough of Munhall, and one-third (1/3) by the Borough of West Homestead. Provided, however, that the County of Allegheny shall be responsible to keep all of its drainage facilities which empty into the West Run Creek channel clean and operative.

6. The parties to this Agreement are authorized to enter into this Agreement pursuant to the respective ordinances and dates thereof as follows:

(a) CITY OF PITTSBURGH pursuant to Ordinance No. 174 approved 11/1, 1974.

(b) BOROUGH OF MUNHALL pursuant to Ordinance No. 1338 approved November 14, 1974.

(c) BOROUGH OF WEST HOMESTEAD pursuant to Ordinance No. 430 approved November 12, 1974.

430

OFFICIAL
BOROUGH OF WEST HOMESTEAD
ORDINANCE NO. 430

AN ORDINANCE OF THE BOROUGH OF WEST HOMESTEAD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH OF WEST HOMESTEAD TO ENTER INTO AN AGREEMENT WITH THE CITY OF PITTSBURGH, BOROUGH OF MUNHALL, AND THE COUNTY OF ALLEGHENY FOR IMMEDIATE REPAIR OF THE STREAM BED OF THE WEST RUN CREEK AND ELIMINATION OF THE PRESENT BLOCKAGE THERETO, AND FOR FUTURE MAINTENANCE AND REPAIR BY THE CITY OF PITTSBURGH, BOROUGH OF MUNHALL, AND THE BOROUGH OF WEST HOMESTEAD

BE IT ORDAINED AND ENACTED by the Council of the Borough of West Homestead, and it is hereby ordained and enacted by and with the authority of the same:

WHEREAS, the West Run Creek after drainage from the City of Pittsburgh, Borough of Munhall and Borough of West Homestead empties into the Monongahela River at a point in the Borough of West Homestead; and,

WHEREAS, the West Run Creek has caused damages primarily in the Borough of West Homestead and also in the Borough of Munhall and the City of Pittsburgh, which damages have increased by virtue of the increased volume of storm waters in the West Run Creek by virtue of development and construction in the City of Pittsburgh, Borough of Munhall and Borough of West Homestead; and,

WHEREAS, an agreement has been prepared to alleviate the problems of flooding and erosion caused by channel blockage and for repair of the stream bed, and future maintenance of the stream bed of the West Run Creek between the City of Pittsburgh, Borough of Munhall, Borough of West Homestead and the County of Allegheny.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the Borough of West Homestead, Allegheny County, Pennsylvania, and it is hereby ordained and enacted by and with the authority of the same as follows:

1. The President of Council and the Secretary thereof are hereby authorized and empowered to execute the joint agreement with the Borough of Munhall, City of Pittsburgh and the County of

75,1

Allegheny, which provides for present repair of the stream bed of the West Run Creek, and elimination of the current blockage thereto by the Borough of West Homestead, Borough of Munhall, City of Pittsburgh and the County of Allegheny, and further provides for future maintenance of the stream bed by the Borough of West Homestead, Borough of Munhall, and the City of Pittsburgh in accordance with the agreement to be attached hereto after complete execution by all the parties thereto, made a part hereof, and marked as "Exhibit A".

ORDAINED AND ENACTED into law at a regular meeting of the West Homestead Borough Council held on the 12TH day of NOVEMBER, 1974.

BOROUGH OF WEST HOMESTEAD

By [Signature]
President of Council

ATTEST:

[Signature]
Secretary of Council

EXAMINED AND APPROVED this 12TH day of NOVEMBER, 1974.

By [Signature]
Mayor

ATTEST:

[Signature]
Secretary of Council

75,2

AGREEMENT

MADE this 30th day of January, 1975, by and among the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "City",

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the BOROUGH OF MUNHALL, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "Munhall",

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the BOROUGH OF WEST HOMESTEAD, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "West Homestead",

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the COUNTY OF ALLEGHENY, a county of the Commonwealth of Pennsylvania.

WHEREAS, the Boroughs of Munhall and West Homestead lie adjacent to the Thirty-First Ward of the City of Pittsburgh; and

WHEREAS, storm water from the Thirty-First Ward of the City of Pittsburgh, the West Run Road area of the Borough of Munhall, and the Forrest Avenue area of the Borough of West Homestead is drained by a creek known as West Run Creek; and

WHEREAS, the West Run Creek, after drainage from the City of Pittsburgh, Borough of Munhall and Borough of West Homestead, empties into the Monongahela River, at a point in the Borough of West Homestead; and

75,3

WHEREAS, the West Run Creek has caused damages primarily in the Borough of West Homestead and also in the Borough of Munhall and City of Pittsburgh, which damages have increased by virtue of the increased volume of storm waters in the West Run Creek by virtue of development and construction in the Thirty-First Ward of the City of Pittsburgh, Borough of Munhall and Borough of West Homestead; and

WHEREAS, to alleviate the problems of flooding and erosion caused by channel blockage, the parties to this Agreement desire to provide an Agreement for the elimination of the present blockage of the West Run Creek and the future maintenance of the stream for the best interest and future welfare of the City of Pittsburgh, Borough of Munhall and Borough of West Homestead.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and intending to be legally bound hereby, the parties to this Agreement agree as follows:

1. The County of Allegheny will use its best efforts to obtain Commonwealth of Pennsylvania and United States governmental services in the study of stream control and soil conservation for the determination of future channel control including determination of channel dredging and dam erection, etc.

2. The Borough of West Homestead, by its Engineer, will develop and provide the parties to this Agreement, for their approval, the initial work program which is to include recommendations for immediate dredging and stream control and the scope of the work to be performed under the provisions of this Agreement.

3. The County of Allegheny agrees that it will initially furnish personnel to perform manual work in the West Run Creek bed and the adjacent banks thereof from the mouth of the West Run

75,4

Creek in the Borough of West Homestead at the Monongahela
a point at or about 22nd Avenue in the Borough of Munhall.

4. The City of Pittsburgh, upon completion of work required by manual labor to be performed by the County of Allegheny under the provisions of paragraph 3 above, agrees to provide equipment and personnel to perform dredging in the channel area and clean-up requirements on the adjacent stream banks as may be determined in the scope of the work for immediate and initial requirements by the Engineer of the Borough of West Homestead as set forth in paragraph 2 above.

5. The City of Pittsburgh, Borough of Munhall and Borough of West Homestead agree that any future maintenance and repairs to the West Run Creek channel, the scope of which is mutually agreed to by the parties involved, shall be done collectively or the costs shared equally. That is, any future dredging and/or clean-up-required for channel flow and control shall be borne one-third (1/3) by the City of Pittsburgh, one-third (1/3) by the Borough of Munhall, and one-third (1/3) by the Borough of West Homestead. Provided, however, that the County of Allegheny shall be responsible to keep all of its drainage facilities which empty into the West Run Creek channel clean and operative.

6. The parties to this Agreement are authorized to enter into this Agreement pursuant to the respective ordinances and dates thereof as follows:

- (a) CITY OF PITTSBURGH pursuant to Ordinance No. 174 approved July 7, 1974;
- (b) BOROUGH OF MUNHALL pursuant to Ordinance No. 1228 approved November 14, 1974;
- (c) BOROUGH OF WEST HOMESTEAD pursuant to Ordinance No. 130 approved November 12, 1974.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written:

ATTEST:

Domenic B. Lamer
Secretary

BOROUGH OF MUNHALL

Harold A. Albrecht
President of Council

ATTEST:

James J. Patis
Secretary

BOROUGH OF WEST HOMESTEAD

By *[Signature]*
President of Council

ATTEST:

[Signature]
[Signature]
Barker-Blochberg

CITY OF PITTSBURGH

By *[Signature]*
Mayor

By *[Signature]*
Director, Department of Public Works

EXAMINED BY:

D. R. P. [Signature]
Asst. City Solicitor

APPROVED AS TO FORM:

By *[Signature]*
City Solicitor

COUNTERSIGNED:

[Signature]
DEPUTY City Controller

COUNTY OF ALLEGHENY

[Signature]

[Signature]
AB Carpenter
Chief Clerk

APPROVED:

[Signature]
Director, Department of Works

[Signature]

[Signature]
Board of County Commissioners

APPROVED AS TO FORM:

[Signature]
County Solicitor

STEPHEN A. ZAPPALA

[Signature]

Assistant County Solicitor
WILLIAM J. FITZGERALD

3/14/75

[Handwritten signature]

(75, 6)

Terms

Area

Municipality

376

7/10/73

Ingram
Boro

No. 376

AN ORDINANCE - Authorizing the Mayor and the Director of the Department of Public Works to enter into an agreement between the City of Philadelphia and the Borough of Ingram, Pennsylvania, for the purpose of providing the Borough of Ingram with sewer service and storm water service from two (2) proposed apartment buildings in the Borough of Ingram, Philadelphia, and to amend the City sewer system.

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

Section 1. That the Mayor and the Director of the Department of Public Works, are hereby authorized to enter into an agreement between the City of Philadelphia and the Borough of Ingram, Pennsylvania, for the purpose of providing the Borough of Ingram with sewer service and storm water service from two (2) proposed apartment buildings in the Borough of Ingram, Philadelphia, and to amend the City sewer system. Said Agreement will be in a form approved by the City Council.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed as if it were never enacted.

Passed July 2, 1973.
Approved July 19, 1973.
Ordinance Book 73, Page 144.

544
10/22/31

Ingram
Boro

Jenkins
+
Stewart
Sts.

Ingram Boro
DRD 544

Terms

AGREEMENT

between

CITY OF PITTSBURGH AND BOROUGH OF INGRAM

Jenkins Street, Barry Street
and Melanville Street Sewer

ARTICLES OF AGREEMENT -

Made and entered into this 28th day of February, 1931, between the City of Pittsburgh and the Borough of Ingram to provide for the construction, maintenance and repairs to a Sanitary Sewer extending along Jenkins Street and Stewart Street in the City of Pittsburgh, and across and along Barry Street and Melanville Street in the Borough of Ingram, from a point about 30 feet northwest of Barry Street in the City of Pittsburgh, to the existing sewer on Melanville Street in the Borough of Ingram, as authorized in Ordinance No. 544, approved Oct. 22nd, 1931, City of Pittsburgh and Ordinance No. 601, approved Oct. 16th, 1931, Borough of Ingram.

WITNESSETH: this Agreement witnesseseth:

1. That the City of Pittsburgh shall prepare the Contract Plans and award a contract for the construction of said sewer under authorization of an Assessor's Ordinance, which shall provide that "The costs, damages and expenses 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."

2. The Borough of Ingram hereby grants to the City of Pittsburgh permission without cost to the Borough of Ingram to construct said sewer from the City-Borough line on, over, across and along Barry Street and Melanville Street to connect to the existing Borough sewer on Melanville Street, southwest of Barry Street.

3. Each Municipality shall have the right to remove the Contract Plans and to inspect the construction of the sewer, and to make any lateral connections that may be necessary within the limits of the respective Municipalities. The cost of maintenance and repairs to this proposed sewer shall be borne by each Municipality in which the portion of the sewer affected is constructed.

IT WITNESSETH: that the parties to this Agreement each, pursuant to proper ordinances and resolutions authorizing same, hereby affirm and bind their respective seals, fully attested by the proper officers the day and year first above written.

Attest: J. L. Sauer,

Mayor's Secretary

Attest: G. D. Reed, Clerk

City of Pittsburgh

CITY OF PITTSBURGH

By /s/ Charles H. Kline, Mayor

By /s/ Edward O. Long, Director, Dept. of P. E.

BOROUGH OF INGRAM

By /s/ David O. Dillman, Burgess

Performance Agreement Municipality Area

374

7/10/73

2/15/74

Crafton
Boro

Ridenour Ave

Ord 374

MAD AND ENTERED INTO THIS 15th day of FEBRUARY 1974

by and between the City of Pittsburgh and the Borough of Crafton, to be legally bound hereby, the parties agree as follows:

1. The City of Pittsburgh shall prepare the construction plans and award a contract for the construction of a sanitary sewer at the location set forth in Paragraph 2 hereof, under authorization of a proper Ordinance which may provide for assessment of construction costs against properties in the City specially benefited thereby, in accordance with the laws and ordinance governing said City.
2. The proposed sewer shall be constructed both on Ridenour Avenue, a City Street in the 28th Ward, and on Rogers Street, a Borough Street. The length on Ridenour Avenue is approximately 700 Feet and on Rogers Street, approximately 300 Feet. The Rogers Street sewer will connect the Ridenour Avenue sewer to the Borough sewer system.
3. The construction plans shall be submitted to the Borough of Crafton for approval prior to bidding to assure the sewer design meets with the Borough's satisfaction. The City shall notify the Borough prior to construction to enable the Borough to provide its own inspection.
4. At the completion of the project, the Rogers Street sewer will become the property of the Borough and will be maintained by the Borough.
5. The Ridenour Avenue and Rogers Street sewer will both be limited to collecting only sanitary sewage. No storm water will be permitted in either.
6. The City will restore the surface of Ridenour Avenue and Rogers Street to the similar condition which each was at the start of construction. Neither street is a paved street but Ridenour Avenue is an unimproved traveled roadway. Rogers Street is a wooded hillside which the Borough intends to convert into a park or parklets and, for this reason, the City shall restrict the removal of all existing trees in the working area to a practical minimum.
7. The City will be permitted to connect the existing five (5) unsewered single family homes on Ridenour Avenue to the proposed sewer and will be permitted to connect an additional possible twenty-five (25) family units for a limiting total of thirty (30) family units.
8. The City will pay to the Borough a tap-in fee of \$25.00 per family unit for a total not to exceed \$750.00. This fee shall be paid by the City to the Borough after the sewer construction contract is awarded but before construction commences.

184
4/4/28

Crafton
Boro

Bell's Run

Municipality

Avea

Terms

Crafton

Witnesses, and catered into this 4th day of April 1928, between the City of Pittsburgh, a municipal corporation of Allegheny County, Pennsylvania, and Borough of Crafton, a municipal corporation of said County and State.

WITNESSETH: That whereas the City of Pittsburgh by Ordinance No. 62, approved the 17th day of March, 1928, have authorized and directed the construction of a trunk line sanitary sewer known as the "Salisbury Sewer" from the intersection of Hobbleton and Poplar Street to a point on Charliers Creek southwest of the Borough of Crafton, and

whenever said sewer passes through, over and upon said streets and highways of the Borough of Crafton, including Charliers Avenue in said Borough, and

highways, along the westerly or southerly side of the Borough of Crafton there are certain properties which owing to their location, are not now connected with and cannot be connected with the sewer system of the Borough of Crafton, but may be conveniently connected with the Bell's Run Sewer above mentioned, towards which sewer the drainage from these properties naturally flows.

NOW THIS AGREEMENT WITNESSETH:

1. That the Borough of Crafton shall permit the City of Pittsburgh to construct and maintain said Bell's Run Sewer over, through and under Charliers Avenue in the Borough of Crafton and such other streets or alleys in said Borough as it may be necessary to occupy in the construction thereof.

2. That the City of Pittsburgh shall permit the Borough of Crafton to connect the lateral sewers necessary to accommodate its properties which cannot be properly connected with the sewers of the Borough of Crafton, and that for this purpose openings into said trunk line at the time of the construction and into lateral lines when constructed shall be permitted at the locations following:

A. At the intersection of Woodlawn and Charliers Avenue in the Borough of Crafton.

B. At point opposite the intersection of Ridge Road and Kingston Avenue in the Borough of Crafton, and at a point on Bell's Run Sewer 500 feet southerly from said point.

C. The lateral sewer to be constructed by the City of Pittsburgh on Baldwin Road and connected to the Bell's Run Sewer shall have the necessary Y's to serve all the property in the Borough of Crafton, on the easterly side of said road and the Borough shall have the privilege of joining and extending the proposed lateral sewer on Baldwin Road westerly to Sage Avenue.

D. When lateral sewer connecting with Bell's Run Sewer is constructed on Ridge Street, the Borough of Crafton shall have the privilege of connecting therewith the proposed Borough sewer on smaller streets between Hoover Avenue and Willard Avenue, and on Willard Avenue from Borough Line to West Avenue.

E. When lateral sewer connecting with Bell's Run Sewer is constructed on Hillier Avenue between Keever Avenue and Uccett Avenue, it shall contain the necessary Y's to serve properties in Crafton on smaller streets.

3. That these openings or connections with said trunk line sewer or with lateral lines connecting therewith shall be furnished without cost or expense to the Borough of Crafton, but that the Borough of Crafton shall at its own expense and cost make all connections therewith.

Ordinance	Agreement	Municipality	Area
116 3/21/57	4/1/57	W. Millillin Boro	Millillin Rd + Streets Run Trunk Sewer

Terms

THIS AGREEMENT
 MADE AND ENTERED into this 1ST day of APRIL, 1957
 by and between the BOROUGH OF WEST MILLILIN (hereinafter called the Borough) and
 the CITY OF PITTSBURGH (hereinafter called the City) both being municipal cor-
 porations of the Commonwealth of Pennsylvania,
 WITNESSETH
 WHEREAS, the City has constructed a branch trunk sanitary sewer in
 Millillin 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 Twelve (12) acres into the Millillin Road sanitary sewer of the City;
 NOW, THEREFORE, the parties hereto, for and in consideration of the
 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 Twelve (12) acres lying in the Borough, into
 the City sanitary sewer in Millillin Road.
 II
 The sanitary sewer to be constructed by the Borough will be constructed
 without cost to the City.
 III
 In consideration of the above, the Borough agrees to pay to the City
 the sum of Nine Hundred Dollars (\$900.00) within sixty (60) days after the
 execution of this agreement.
 IV
 It is further agreed that Items 5 to 10 inclusive, in their entirety,
 as in Ordinance No. 263, approved October 7, 1953, recorded in Ordinance Book 59,
 Page 693, be made a part of this Agreement.

Ordinance	Agreement	Municipality	Area
343 10/10/53	10/10/53	W. M. Millin Boro	M. Millin Rd + Street Run Trunk Sewer

Terms

THIS AGREEMENT

Made and entered into this tenth day of October 1951, by and between the Borough of West Millin 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 Millin 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 Millin 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 Millin 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 Department. The City shall permit the construction of this sewer on Lebanon Road through the City to connect with the sanitary sewer on Millin Road.

III.

The City shall have the right and privilege to connect the drainage from right-of-ways (89) across lying within the City and hereby-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: \$7,000.00 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 and sanitary sewer or to construct a relief sewer at that place, the Borough shall pay the City less of the cost thereof, limited to 10% of \$125,000.00, 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 Millin Road and the Streets from Millin Road. "Maintenance", as used in this agreement, shall include reconstruction or enlargement of relief sewers as may be necessary, and as authorized 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 responsibility 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 and all costs as may be determined in the General or overall plan for sewage disposal on the area remaining to the parcel of land having an area of two hundred ninety (290) acres, which the Borough is draining into Millin 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.

Agreement Municipality

Area

Terms

II.

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 therefore. 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 approved October 7, 1951, and by the Borough under authority of Ordinance No. 177, approved Dec. 6, 1951.

ATTEST:

[Signature]
Secretary to the Mayor

CITY OF PITTSBURGH
By *[Signature]*
Mayor

APPROVED AS TO FORM:

[Signature]
CITY SOLICITOR

By *[Signature]*
Director-Department of Public Works
Countersigned *[Signature]*
CITY CONTROLLER

ATTEST:

[Signature]
Secretary

BOBODEN G. VANCE HIRTZIN
By *[Signature]*
President of Council

City of Lebanon
By *[Signature]*
City of Lebanon

85

Ordinance

Agreement

Municipality

Area

Terms

9

2/1/74

Wilkesburg
Boro.

Swissvale

Ave

Hunter

Field

Area

East Gate

AGREEMENT

MADE this _____ day of _____, 1976

between the BOROUGH OF WILKESBURG, a municipal corporation, with its office at 605 Ross Avenue, Wilkesburg, Pennsylvania, hereinafter called "BOROUGH,"

A N D

the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY."

WHEREAS, a private development known as Eastgate Plans 1 through 4 is situated partly in the 15th Ward of CITY and partly in BOROUGH; and

WHEREAS, CITY and BOROUGH desire to resolve problems relating to storm drainage and development;

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

1. CITY and BOROUGH agree that Swissvale Avenue will be designed in accordance with Plan prepared by R. M. Keddal & Associates, Inc., which is attached hereto, made part hereof and marked Exhibit A, so that it will terminate at cul-de-sacs approximately at the dividing line between BOROUGH and CITY.

2. The sanitary sewer, through Hunter's Field, will be dedicated to public use, accepted by the BOROUGH and owned by the BOROUGH. It will be maintained by the CITY until such time as dwelling units in the BOROUGH are tapped into the sewer. After that time the expenses of maintenance will be shared by pro-rata and the BOROUGH will maintain the said sewer. Storm water will be excluded from the sanitary sewer and the CITY agrees to make any required inspections and to take such remedial action as may be required from time to time to accomplish this purpose.

Terms

The required permit for installation of the said sanitary sewer has been obtained from the Department of Environmental Resources of the Commonwealth of Pennsylvania, and a copy of that permit is attached as Exhibit B.

3. In accordance with law, BOROUGH shall advertise for bids and award and enter into a contract or contracts for the cleaning, repairing and renovation of the existing storm sewer located in BOROUGH serving the Eastgate Plan, in accordance with specifications prepared by the BOROUGH Engineer, attached hereto, made part hereof and marked Exhibit C.

4. It is understood and agreed that the estimated cost of said work is FIFTEEN THOUSAND (\$15,000.00) Dollars and that CITY'S share of the cost of said work shall be lesser of one-third of the actual cost or five thousand (\$5,000.00) Dollars; and that BOROUGH and the developer of the Eastgate plan, by separate Agreement, shall share the balance of said cost in proportions agreeable to them. The engineering and inspection costs incurred by the BOROUGH will be included as part of the actual cost of the work.

5. BOROUGH shall continue to permit CITY to discharge storm drainage into said sewer, in accordance with Agreement between the parties authorized by Ordinance No. 261, approved August 6, 1919.

6. BOROUGH and CITY shall, when required, grant all proper easements, licenses, approvals and permits necessary for the development of said Eastgate plans.

Agreement Municipality Area

Terms

5. CITY is authorized to enter into this Agreement pursuant to Ordinance No. 9, Approved February 1, 1974 and BOROUGH is authorized to do so pursuant to

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

ATTEST: George M. Hoffman
BOROUGH OF WILKESBORO

ATTEST: George M. Hoffman
CITY OF PITTSBURGH

Richard Blalock
Director, Department of Public Works

EXAMINED BY: [Signature]
ASSISTANT DEPUTY CITY SOLICITOR

APPROVED AS TO FORM: [Signature]
CITY SOLICITOR

COUNTERSIGNED: _____
CONTROLLER

[Signature]
Secretary to the Controller
City of Wilkesboro

DATE OF CONTRACT	CONTRACT NUMBER	AMOUNT	TITLE	AMOUNT
8/24/76	22338	225	5000.00	0.00

[Signature]
CITY CONTROLLER OR DEPUTY CITY CONTROLLER



Area

4/20/76

Wilkinsburg
Boro
East Gate

MADE THIS 20th day of April

1976, by and between FOX

PITI FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter called "PITI",

and

THE BOROUGH OF WILKINSBURG, a municipal corporation with its offices at 605 Ross Avenue, Wilkinsburg, Pennsylvania, hereinafter called "BOROUGH".

WHEREAS, PT. PITI is endeavoring to complete the development of a tract of land situated partly in the 13th Ward of the City of Pittsburgh and partly in the BOROUGH, known as Eastgate Plans 1 through 4, hereinafter referred to as "EASTGATE", for the purpose of preparing lots and constructing homes in both municipalities; and

WHEREAS, in connection with that development, provision must be made for the method of handling storm water runoff originating in part in the portion of the Eastgate tract located in the City but draining into existing storm sewers in the BOROUGH, which storm sewers in their present condition may not be adequate to accept the runoff; and

WHEREAS, it is necessary for PT. PITI to obtain an easement for sanitary sewer lines from the BOROUGH, and

WHEREAS, there has been a problem in the designing and planning of the street pattern and traffic flow in the Eastgate Plan; and

WHEREAS, the parties have now agreed on a course of action which will be mutually acceptable and will permit the early and orderly development of the Eastgate Plan;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the Parties agree as follows:

FIRST: Sycamore Avenue will not be a through street in the Eastgate Plan but will end at a cul-de-sac at or near the line dividing the City of Pittsburgh from the BOROUGH in accordance with plan prepared by R.M. Kedali and Associates, Inc. and attached hereto.

SECOND: The BOROUGH will provide an easement for the installation of a sanitary sewer across property known as Hunter Field also in accordance with the Plan of R. M. Kedali and Associates, Inc. hereto attached.

Ordinance

Agreement

Municipality

Area

THIRD: The existing storm sewer located in the BOROUGH serving the Eastgate Plan will be cleaned and repaired in accordance with specifications attached hereto and prepared by Mr. E. E. Hansen, Borough Engineer of the Borough of Wilkensburg:

a. The cost of the renovation of the storm sewer will be borne by the parties hereto in the following proportion:

Each of the parties hereto will contribute an equal one

third (1/3rd) of the cost of the renovation of the said storm

sewer up to a total of FIFTEEN THOUSAND AND NO/100 (\$15,000.00)

DOLLARS. By separate agreement with the BOROUGH, the City

of Pitsburgh has also agreed to contribute an equal one third

(1/3rd) of the said renovation cost up to a maximum participation

by the City of Pitsburgh in the amount of \$5,000.00. If the

cost of the said storm sewer renovation exceeds FIFTEEN THOUSAND

AND NO/100 (\$15,000.00) DOLLARS so that each party will have

contributed at that time the equal sum of FIVE THOUSAND AND NO/100

(\$5,000.00) DOLLARS, THEN any excess over FIFTEEN THOUSAND AND NO/100

(\$15,000.00) DOLLARS in the cost of the renovation of the storm

sewer is to be borne by PT. PITT;

b. The BOROUGH OF WILKENSBURG will advertise for bids in its usual manner for the renovation of the said storm sewer and PT. PITT will be given full opportunity to present its bid as General Contractor for the performance of the work.

FOURTH: Upon execution of this Agreement, the Borough shall immediately grant all easements, approvals and issue any permits necessary for PT. PITT to proceed with the construction of improvements in Eastgate Plan of Lots.

FIFTH: PT. PITT shall have the right to assign its rights and duties under this Agreement to a responsible developer of its choice providing PT. PITT remains responsible to BOROUGH for carrying out this Agreement.

WITNESS THE due execution hereof the day and year first above written.

ATTEST:



PT. PITT FEDERAL SAVINGS AND LOAN ASSOC.

ATTEST:



BOROUGH OF WILKENSBURG

By 

Ordinance Agreement Municipality

133

4/9/25

Rosa Twp.

Jack's Run

Area

Terms

ORDINANCE NO. 122

An Ordinance granting permission to Rosa Township to connect an eighteen (18) inch sewer into the main trunk sewer of the City of Pittsburgh in Jack's Run Valley in accordance with the plan hereto attached and made 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 months notice to the proper officers of Rosa Township.

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 said Rosa Township is granted permission to connect an eighteen (18) inch sewer into the main trunk sewer of the City of Pittsburgh in Jack's Run Valley in accordance with the plan hereto attached and made 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 months notice to the proper officers of Rosa Township.

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 6, 1925

Approved April 9, 1925

Ordinance Book 56, Page 258

94

#10
198

Ingram
Boro

N. Duane

1972

ANCE — Providing for an
seats with the Borough of
emulating the City of Pitts-

No. 198

The Council of the City of Pittsburgh
hasly meets as follows:

Section 1. The Mayor and the Director of the Department of Public Works hereby authorized to enter into an agreement with the Borough of Ingram, in form approved by the City Solicitor, permitting the City of Pittsburgh to construct a sanitary sewer to discharge sanitary sewage from a parcel of land having five (5) homes and one (1) vacant lot in the Twenty-Eighth Ward, into the Borough of Ingram sanitary sewer in North Duane Avenue. Said agreement shall provide for payment to said Borough of app-in fee not to exceed the aggregate sum of One Hundred Fifty (\$150.00) Dollars, payable from Code Account No. 1530, Miscellaneous Services.

Section 2. The Director of the Department of Supplies and the Director of the Department of Public Works are hereby authorized to advertise for proposals and to award and enter into a contract or contracts for the construction of a public sanitary sewer in an unnamed way (Rear of Ingram Avenue) from North Duane Avenue to 600' in connection with the drainage served by this sewer.

Funds for the construction of the proposed sewer will be assessed against the property specially benefited and collected from property specially benefited in the territory and in accordance with the laws and ordinances governing said City in an amount not exceeding the sum of Twenty-five Thousand (\$25,000.00) Dollars, of which Three Thousand Six Hundred (\$3,600.00) Dollars will probably be assessed against property benefited, and the remaining Twenty-one Thousand Four Hundred

(\$21,400.00) Dollars will be charged against the City.

Section 3. Funds for the Twenty-five Thousand (\$25,000.00) Dollars, are hereby appropriated from and chargeable to Bond Fund No. 204.

Section 4. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance, be and the same be hereby repealed so far as the same affects this Ordinance.

Passed May 30 1972.

Approved June 12, 1972.

Ordinance Book 71, Page 124.

167MS

97

Terms

Assessment	Municipality	Area
No 118	Greentree Boro	Eldale @ St Warriors Rd.

No. 118
AN ORDINANCE

Providing for an Agreement between the City of Pittsburgh and the Borough of Green Tree permitting the Borough to construct and connect a Public Sewer into the existing city sewer on Warriors Road at Eldale Street, 28th Ward.

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

Section 1.

The Mayor and the Director of the Department of Public Works, on behalf of the City of Pittsburgh, are hereby authorized to enter into an Agreement between the City of Pittsburgh and the Borough of Green Tree permitting the Borough to construct and connect a Public Sewer into the existing city sewer on Warriors Road at Eldale Street, 28th Ward. Said Agreement shall be in form approved by the City Solicitor, and shall include provision for payment by said Borough of a tap-in-fee of \$1.50 per front foot for each of the seven (7) properties to be served by said sewer.

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

Ordinance enacted into a law in Council this 5th day of March 1973.

Attest: Louis E. Dilardo, Mayor

Mayor's Office March 19, 1973

Approved: Pete Flaherty, Mayor

Attest: James J. Kelly, Mayor's Secretary

Recorded in Ordinance Book, Vol. 73 Page 58th, 19th day of March, 1973

Pittsburgh March 19, 1973

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 118, Series 1973, as the same appears of record in the office of the city clerk.

James J. Kelly
CITY CLERK

COUNCIL
GEORGE B. MIKLOS, President
R. A. ALLEN D. J. FONTANESE
W. E. DOYLE C. L. JABBOUR
J. B. FALCE W. J. WELSH

PETER W. RICHARDS, Mayor
MICHAEL BABJAK, Chief of Police
R. J. DOLATA, Treasurer
FRANCIS J. HORN, Tax Collector

DONALD C FETZKO, Solicitor
3714 Homestead-Duquesne Road
West Mifflin, Pa. 15122
ALEX HUTCHINSON & SON, Engineers
508 Rebecca Avenue
Pittsburgh, Pa. 15221

BOROUGH OF WEST MIFFLIN

THERESA CORSO, Secretary
461-5619
672-7877

Council Meets First Tuesday of Each Month at 8:00 P.M.
Municipal Building, Greensprings Avenue

Post Office Box 24
West Mifflin, Pa.
15122

December 10, 1982

Louis R. Gaetano, Director
Department of Public Works
City of Pittsburgh
City/County Building
Pittsburgh, Pa. 15219

Dear Mr. Gaetano:

Re: Acceptance, Lincoln Place
Sanitary Sewage, City of
Pittsburgh

Concerning your request that the Borough of West Mifflin treat the sewage for 900 homes in the Lincoln Place section of the City of Pittsburgh, and any future homes, please be advised of the following requirements by Council, Borough of West Mifflin, for said treatment:

1. In lieu of the \$300.00 per home tap-in charge instituted against residential homes and equivalent charges against commercial or industrial properties, the Council is requiring a Two Hundred Thousand (\$200,000.00) Dollar tap-in-fee. This amounts to slightly over \$220.00 per home.
2. The Operation and Maintenance Charge would be an annual payment of \$40,000.00, per Council requirements.
3. Any new homes, commercial or industrial properties will be charged on a similar pro-rata basis for operation and maintenance; tap-in fee to be raised if Council increases said tap-in fee by Ordinance for their own property development.

RECEIVED
82 DEC 14 AM 11:30
DEPARTMENT OF
PUBLIC WORKS

Louis R. Gaetano
Director

-2-

December 10, 1982

4. Matters concerning excess infiltration/inflow, discharge of foreign matter into the sewer system similar to exclusion by Alcosan, and other general accepted requirements and agreements between municipalities to be part of any requirement in an agreement.

Council needs a reply from you on the proposal prior to December 21, 1982 since they must take action on sewerage their own section of Lincoln Place at this time and proceed either on their own within their system or in a common project with the City of Pittsburgh.

Yours very truly,

BOROUGH OF WEST MIFFLIN

George B. Miklos
ck

George B. Miklos
President of Council

GB:dt

A G R E E M E N T

MADE and entered into this 8 day of June, 1987, by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called the "COUNTY",

A
N
D

The CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania within the limits of said County, hereinafter called the "CITY",

W I T N E S S E T H :

WHEREAS, the County desires to secure bids and subsequently award a contract for the reconstruction of Brown's Hill Road, a County Road #3047 located within the limits of the City, from Station 33+15, near the north abutment of the Pittsburgh-Homestead High Level Bridge, northwardly to Station 65+81.55, the terminus of County Maintenance responsibility in the vicinity of Beechwood Boulevard, as referenced by County Drawing No. 2531, prepared under authority of Federal Project No. W36-H091(01), such reconstruction work to be hereinafter called "County Work", and,

WHEREAS, certain City facilities, namely street lights, traffic signals and City-owned water main, presently occupy various locations within the boundaries of said County right-of-way and,

WHEREAS, the City intends to have the aforementioned facilities rehabilitated, reconstructed or replaced, such rehabilitation, reconstruction and replacement to be hereinafter called "City Work", and to include such City Work with the contract awarded by the County, such that both the County Work and the City Work are executed under the same contract, under the direction and supervision of the County's Director of the Department of Engineering and Construction, hereinafter called "County Director", in collaboration with the City's Director of the Department of Engineering and Construction in interpretation, arbitration, recording, and acceptance of the City portion of the Work and,

WHEREAS, the County recognizes the advantage to the public in reducing overall construction and contract costs, and minimizing future road openings by combining City Work and County Work under one contract, according to the terms and conditions herein set forth,

NOW, the parties hereto, for and in consideration of the foregoing premises and mutual promises hereinafter set forth, with the intention of being legally bound, hereby agree as follows:

1. The City will provide to the County, drawings and specifications and estimate covering City Work. The Specifications will indicate Contractor's quality control testing requirements. These drawings, specifications and estimate shall be complete, and accurate and shall be accompanied by permits and approvals from other agencies which are necessary for construction of City Work.
2. The County will review said drawings and specifications, and upon approval by the County Director, incorporate and integrate the specifications and drawings for City Work into the construction documents - drawings and Project Manual - covering all the work including both City and County Work. The General and Supplementary Conditions covering the City Work will be incorporated into the County Project Manual to affect common Conditions of the Contract for construction.
3. The County will conduct a formal bid process, with bidders bidding on City and County Work together as one single project, hereinafter called "PROJECT". At its discretion and subject to the provisions of the bidding documents, the County will award one contract which will include both the City and County Work, to the successful low bidder hereinafter called "Contractor".
4. The estimated cost for construction and construction engineering of the Project is TWO MILLION, EIGHT HUNDRED SIXTY-FOUR THOUSAND, EIGHT HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$2,864,839.00). The respective City, County, and Federal portions of the estimated cost are as follows:

	Total Cost	Federal Share	County Share	City Share	(1)
City Work	\$ 496,926.00	\$ 247,831.00	\$ -0-	\$249,095.00	
County Work	<u>2,367,913.00</u>	<u>1,699,837.00</u>	<u>668,076.00</u>	<u>-0-</u>	
Total	\$2,864,839.00	\$1,947,668.00	\$668,076.00	\$249,095.00	

(1) Amount to be reimbursed by the City to the County.

The City's total liability extends to the total cost of the City work estimated to be \$496,926.00, as indicated in paragraph 10. Prior to award of the construction contract, the County will submit to the City an invoice for payment of the City share of the actual contract amounts for the City Work. Said invoice will be payable by the City within 60 days of receipt. In the event that the actual bid amounts for the construction of the City Work, plus construction engineering, exceeds the estimated City share indicated above, a supplemental agreement to this Agreement shall be executed by and between the City and County prior to award of the construction contract.

The maximum amount payable to the County for construction engineering shall be defined as the pro-rated share of the final cost of construction engineering based upon the rates of the cost for construction of City Work to the total cost of the Project.

Any additional work within the scope of the Agreement, overruns, change orders, and the like which affect City Work must be approved by both parties in writing. Said approval by the City may be granted by the Director of Engineering & Construction without approval of City Council as long as the total City share is within the amount indicated above as the City share of the total cost of City Work. The final Project invoice under this Agreement will reflect a corrected balance due either to the City or County from the other party for adjustments made during construction. The County will refund to the City within 60 days following completion of the Project any balance of City share.

5. The City will adjust its Federal-Aid Urban Systems Program to eliminate any impact to the County Federal-Aid Urban Systems Program, due to cost overruns beyond the Federal funds programmed for City Work with the County Project contract.
6. The County will administer and manage the Project contract through its on-site representative. The City on-site representative will share the County field office and assist the County on-site representative where City Work is involved. The Inspection Reports, Quantity Calculations, and Master Diary will be kept by the County's on-site representative with assistance of City regarding its quantities calculations of City Work, completed and approved by the City's Director of the Department of Engineering and Construction.

7. When it is the opinion of the County Director that poor workmanship, materials, or methods of construction are being used, the City hereby grants authority to the Director to stop construction of City Work, or to withhold payment from the Contractor, or to take whatever other official steps necessary to insure that the workmanship, materials, and methods of construction are improved, so as to prevent an adverse impact to the County roadway and to insure compliance with the drawings and specifications. The City on-site representative will assist the County on-site representative in this determination where City Work is involved.

8. The City agrees to hold the County harmless from any and all claims resulting from personal injury or property damage due to design, construction or operation of City-owned facilities which shall be erected pursuant to the terms of this Agreement, except those directly resulting from County's own negligence.

The County shall require its contractor to name the City as an additional insured on all applicable insurances required to be procured and maintained by the County's contractor during the entire period of performance of the Project. The County shall require its contractor to indemnify and hold harmless the City of Pittsburgh from and against any and all claims, liens, and liability. The County shall supply to the City a copy, if requested, of all certificates of insurance submitted by the County's contractor. Exhibit "A" to this Agreement provides a copy of the construction contract provision indicating the insurance coverages to be required of the contractor by the County, subject to approval by the Pennsylvania Department of Transportation.

9. The City and County mutually agree that upon completion of the project, and from that day forward unless otherwise agreed upon, the County will maintain and repair the roadway between and including curbs, and including all storm sewers within the County right-of-way, and street lighting from the intersection of Old Brown's Hill Road, southward. The City will maintain and repair all other facilities within the County right-of-way, excepting private utilities, including but not limited to street lights north of Old Brown's Hill Road, all traffic signals, water main (and trench repair), and sidewalk.

10. PITTSBURGH HOME RULE CHARTER

This Agreement is subject to the Pittsburgh Home Rule Charter and other applicable laws, and the liability of the City hereunder is limited to the sum of Four Hundred Ninety-Six Thousand, Nine Hundred Twenty-Six and 00/100 Dollars (\$496,926.00), appropriated for the same chargeable to and payable from Code Account Nos.:

PW 84-03	4-13-01-0117-84	\$200,000.00
	Index Code #305805	
EC 87-53	4-13-01-0117-87	<u>\$296,926.00</u>
	Index Code #305839	
	Total	\$496,926.00

11. AUTHORIZING RESOLUTION

This Agreement entered into by the City of Pittsburgh pursuant to Resolution No. 336, approved April 16, 1987 effective April 23, 1987.

CONSTRUCTION PLAN

FOR

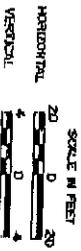
RECONSTRUCTION

OF

BROWNS HILL ROAD

COUNTY PROJECT NO. 3047-0001

STA. 28 + 75.00 TO STA. 66 + 25.00

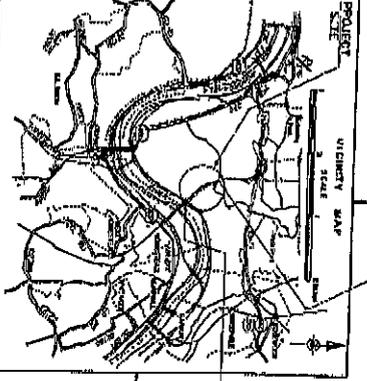


DESIGN DESIGNATION

CLASS OF HIGHWAY - FIRST COLLECTION
 DESIGN SPEED - 30 M.P.H.
 ENVIRONMENT SECTION - WABES 46 TO 57

DATE - 11/20/65
 DRAWN BY - J.M.S.
 CHECKED BY - J.M.S.

LIMIT OF WORK
 STA. 28+75.00
 SHOWS HILL ROAD
 ALLESTREE TOWNSHIP
 ALLESTREE COUNTY



THE SPECIFICATION OF CONSTRUCTION AIDS FOR THIS PROJECT WAS AUTHORIZED BY THE ALLESTREE COUNTY BOARD OF COMMISSIONERS AT THEIR MEETING HELD OCTOBER 16, 1965

LIMIT OF WORK
 STA. 28+75.00
 SHOWS HILL ROAD
 CITY OF PITTSBURGH
 ALLESTREE COUNTY

PREPARED BY:
 SALVUCCI & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 PITTSBURGH, PENNSA.
 DATE: Oct. 23, 1965

DESIGNED BY: J.M.S.
 CHECKED BY: J.M.S.

HIS PROFESSIONAL SEAL, NO. 0002836

APPROVAL RECOMMENDED

CITY OF PITTSBURGH
 DEPARTMENT OF ENGINEERING AND CIVIL
 APPROVED

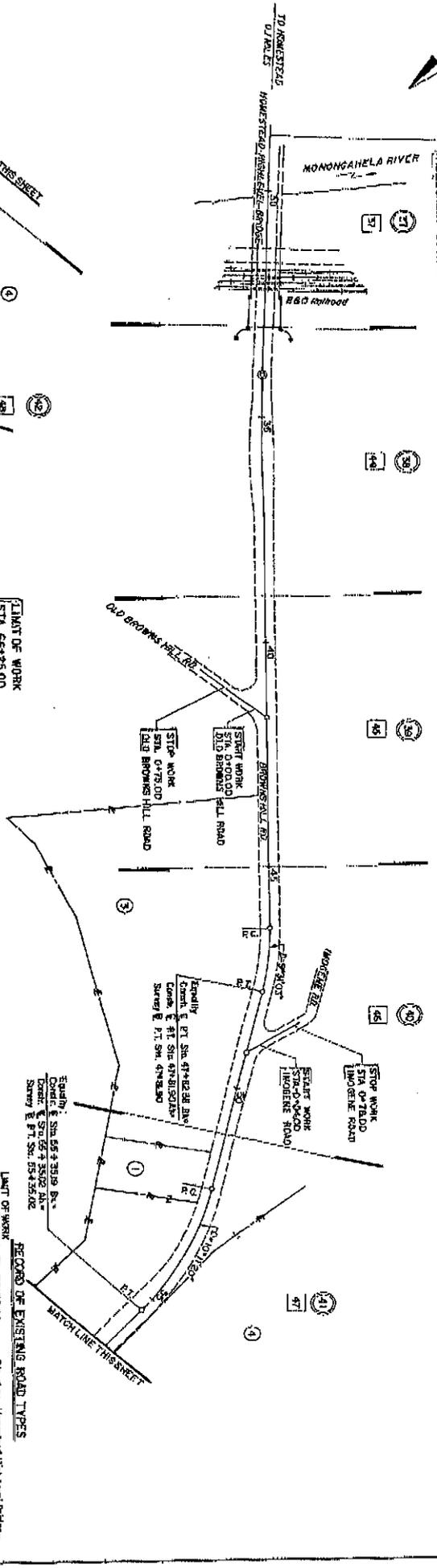
APPROVED
 DEPARTMENT OF ENGINEERING AND CIVIL

RECOMMENDED
 COMMONWEALTH OF PENNSYLVANIA



LIMIT OF WORK
 STA. 28+75.00
 BROWNS HILL ROAD
 CITY OF PITTSBURGH
 ALLEGHENY COUNTY

- ① ALLEN L. PRINSENG & CO., INC. ENGINEERS
- ② SIDNEY W. GORRINGER & JANECE B. GORRINGER ELECTRONICS INSTITUTIONS, INC.
- ③ ELECTRONICS INSTITUTIONS, INC.
- ④ CALVAHAY CEMETERY ASSOCIATION



LIMIT OF WORK
 STA. 66+25.00
 BROWNS HILL ROAD
 CITY OF PITTSBURGH
 ALLEGHENY COUNTY

RECORD OF EXISTING ROAD TYPES
 Standing - Homestead High Level Bridge -
 Pav't. Width 36'

49' 8" Sid. Cur. On Road, Cur. Conc. Pav't Between Conc. Cords with Two Sides of Shoulder Traces in the Center of the Roadway.
 Vertical width 40' 1" Sid. Cur. On Road, Cur. Conc. Pav't Between Conc. Cords with Two Sides of Shoulder Traces in the Center of the Roadway.
 54' Sid. Cur. On Road, Cur. Conc. Pav't Between Conc. Cords with Two Sides of Shoulder Traces in the Center of the Roadway.
 54' Sid. Cur. On Road, Cur. Conc. Pav't Between Conc. Cords with Two Sides of Shoulder Traces in the Center of the Roadway.

INDEX

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ABUTMENT OF OVERALL & CONSTR. LENGTH

STATION TO	STATION	LENGTH (FT)	LENGTH (MI)
28+75.00	47+82.28	1907.28	0.341
47+82.28	50+35.19	252.91	0.475
50+35.19	51+25.11	89.92	0.165
51+25.11	57+64.78	639.67	1.203
57+64.78	63+25.00	560.22	1.041
TOTAL LENGTH		3752.04	0.710

LEGEND

- PLANNING NO.
- PROFILE SHEET NO.
- PROPERTY PARCEL IDENTIFICATION NO.

INDEX MAP

Scale in Feet
 0 100

LIST OF EQUITIES

PT. Sta. 47 + 82.28 BK. Corner of
 Sta. 47 + 82.28 BK. Corner of B. Survey &
 Sta. 50 + 35.19 BK. Corner of B. Survey &
 Sta. 51 + 25.11 BK. Corner of B. Survey &
 Sta. 57 + 64.78 BK. Corner of B. Survey &
 Sta. 63 + 25.00 BK. Corner of B. Survey &
 Sta. 63 + 25.00 BK. Corner of B. Survey &
 OVERALL AND CONSTRUCTION
 LENGTH OF PROJECT 3752.04 FT. (0.710 MI)

REVISIONS

1 RECORD DRAWINGS
 COUNTY OF ALLEGHENY
 PROFESSIONAL ENGINEERING AND CONSTRUCTION
 DEPARTMENT OF ENGINEERING AND CONSTRUCTION

CONSTRUCTION PLAN

INDEX MAP

3047-0001
 BROWNS HILL ROAD

NO.	DATE	BY	CHK.	APP.
1				

SCALE: AS SHOWN (SECTION 2 OF 7)

2539

DORCHESTER AVE
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Page 512.

220

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Ordinance regulat-
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and bulk of build-
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and establishing the boundaries of districts for the said purposes; conferring certain powers upon the Superintendent of the Bureau of Building Inspection; providing for a Board of Appeals; and imposing penalties," approved August 9, 1923, by extending the Zone Map, so as to include those portions of the Twenty-sixth Ward, formerly Ross Township, as shown on the attached map.

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 ordinance entitled, "An Ordinance regulating and restricting the location of trades and industries and the location of buildings designed for specified uses and regulating and limiting the height and bulk of buildings hereafter erected or altered, and regulating and determining the area of yards, courts and other open spaces in connection with buildings hereafter erected or altered, and establishing the boundaries of districts for the said purposes; conferring certain powers upon the Superintendent of the Bureau of Building Inspection; providing for a Board of Appeals; and imposing penalties," approved August 9, 1923, be supplemented by adding to the Zone Map those portions of the Twenty-sixth Ward, formerly Ross Township, as shown by the map attached hereto and made part hereof.*

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 May 13, 1930.

Approved May 16, 1930.

Ordinance Book 42, Page 512.

No. 221

AN ORDINANCE—Authorizing and directing the construction of a Branch Sanitary Sewer in McDonoughs Run Drainage Basin, from the existing sewer on Dorchester avenue, northwest of Queensboro avenue; thence southwardly across Dorchester avenue, to the private property of Toner Institute in Mt. Lebanon Township; thence continuing southwardly on, over, across and through the private properties of Toner

Institute, G. Ulmer and Anna J. McNeilly, to McNeilly road in Mt. Lebanon Township; thence continuing southwardly across McNeilly road and on, over, across and through the private property of W. H. McDonough, to the existing Main Sanitary Sewer in McDonoughs Run Drainage Basin on the private property of W. H. McDonough and on the proposed location of Elwyn road in Mt. Lebanon Township. Also the construction of a Storm Overflow on Dorchester avenue and private property of Toner Institute, including, as may be necessary, the excavation of exploratory test holes, and providing that the costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited thereby, and authorizing the setting aside the sum of Six Thousand (\$6,000.00) Dollars, from the proceeds of Bond Fund No. 269, Peoples Bond Issue 1926, for the payment of the City's share of the cost thereof and further authorizing and providing for the letting of a contract or contracts therefor.

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 he and they are hereby authorized and directed to advertise for proposals and to award a contract or contracts to the lowest responsible bidder or bidders for the construction of a Branch Sanitary Sewer in McDonoughs Run Drainage Basin, from the existing sewer on Dorchester avenue, northwest of Queensboro avenue; thence southwardly across Dorchester avenue, to the private property of Toner Institute in Mt. Lebanon Township; thence continuing southwardly on, over, across and through the private properties of Toner Institute, G. Ulmer and Anna J. McNeilly, to McNeilly road in Mt. Lebanon Township; thence continuing southwardly across McNeilly road and on, over, across and through the private property of W. H. McDonough, to the existing Main Sanitary Sewer in McDonoughs Run Drainage Basin on the private property of W. H. McDonough and on the proposed location of Elwyn road in Mt. Lebanon Township. Also the construction of a Storm Overflow on Dorchester avenue and private property of Toner Institute, including, as may be necessary, the excavation of exploratory test holes. Said sewer as above described to be Terra Cotta Pipe, 8" in diameter, and to be constructed*

in accordance with Plans Acc. Nos. D-4019 and D-4020 on file in the Bureau of Engineering, Department of Public Works. Said contract or contracts to be awarded for a sum not to exceed Six Thousand (\$6,000.00) Dollars, and the Mayor and the Director of the Department of Public Works are hereby authorized and directed to enter into a contract or contracts with the successful bidder or bidders for the performance of the work in accordance with the laws and ordinances governing said City.

Section 2. That the costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited thereby and the sum of Six Thousand (\$6,000.00) Dollars, or so much thereof as may be necessary, is hereby set apart and appropriated from the proceeds of Bond Fund No. 269, Peoples Bond Issue 1926, for the payment of the City's share of the cost of said work.

Section 3. 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 May 13, 1930.

Approved May 16, 1930.

Ordinance Book 42, Page 513.

No. 222

AN ORDINANCE—Authorizing and directing the construction of a Branch Sanitary Sewer in McDonoughs Run Drainage Basin, from the existing 54" Brick Sewer on Cedric avenue, east of Sussex avenue; thence southwardly across Cedric avenue, to the private property of E. Boyd heirs in Baldwin Township; thence continuing southwardly on, over, across and through the private property of E. Boyd heirs in Baldwin Township, to McNeilly road; thence southeastwardly across McNeilly road, to the existing Main Sanitary Sewer in McDonoughs Run Drainage Basin on McNeilly road and on the proposed location of Elwyn road in Baldwin Township, including, as may be necessary, the excavation of exploratory test holes, and providing that the costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited thereby, and authorizing the setting aside the sum of

Four Thousand (\$4,000.00) Dollars, from the proceeds of Bond Fund No. 269, Peoples Bond Issue 1926, for the payment of the City's share of the cost thereof and further authorizing and providing for the letting of a contract or contracts therefor.

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 advertise for proposals and to award a contract or contracts to the lowest responsible bidder or bidders for the construction of a Branch Sanitary Sewer in McDonoughs Run Drainage Basin, from the existing 54" Brick Sewer on Cedric avenue, east of Sussex avenue; thence southwardly across Cedric avenue, to the private property of E. Boyd heirs in Baldwin Township; thence continuing southwardly on, over, across and through the private property of E. Boyd heirs in Baldwin Township, to McNeilly road; thence southeastwardly across McNeilly road, to the existing Main Sanitary Sewer in McDonoughs Run Drainage Basin on McNeilly road and on the proposed location of Elwyn road in Baldwin Township, including, as may be necessary, the excavation of exploratory test holes. Said sewer as above described to be 16" in diameter and to be constructed in accordance with Plan Acc. No. D-4018 on file in the Bureau of Engineering, Department of Public Works. Said contract or contracts to be awarded for a sum not to exceed Four Thousand (\$4,000.00) Dollars, and the Mayor and the Director of the Department of Public Works are hereby authorized and directed to enter into a contract or contracts with the successful bidder or bidders for the performance of the work in accordance with the laws and ordinances governing said City.

Section 2. That the costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited thereby and the sum of Four Thousand (\$4,000.00) Dollars, or so much thereof as may be necessary, is hereby set apart and appropriated from the proceeds of Bond Fund No. 269, Peoples Bond Issue 1926, for the payment of the City's share of the cost of said work.

Section 3. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance, be and the same is here-

by repealed, so far as this Ordinance.

Passed May 13, 1930.
Approved May 16,
Ordinance Book 42,

No.

AN ORDINANCE—Authorizing the furnishing of a Hill Pumping Station authorization and the sum of Two Thousand Dollars from the proceeds of Peoples Bond Issue 1926, for the payment of the cost of the same, and authorizing and providing for the letting of a contract or contracts therefor.

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 advertise for proposals and to award a contract or contracts to the lowest responsible bidder or bidders for the construction of a Hill Pumping Station, including, as may be necessary, the excavation of exploratory test holes. Said sewer as above described to be 16" in diameter and to be constructed in accordance with Plan Acc. No. D-4018 on file in the Bureau of Engineering, Department of Public Works. Said contract or contracts to be awarded for a sum not to exceed Two Thousand (\$2,000.00) Dollars, and the Mayor and the Director of the Department of Public Works are hereby authorized and directed to enter into a contract or contracts with the successful bidder or bidders for the performance of the work in accordance with the laws and ordinances governing said City.

Section 2. That the costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited thereby and the sum of Two Thousand (\$2,000.00) Dollars, or so much thereof as may be necessary, is hereby set apart and appropriated from the proceeds of Bond Fund No. 269, Peoples Bond Issue 1926, for the payment of the City's share of the cost of said work.

Section 3. That any Ordinance or part of Ordinance conflicting with the provisions of this Ordinance, be and the same is hereby repealed, so far as this Ordinance.

Passed May 13, 1930.
Approved May 16,
Ordinance Book 42,

McNeilly Road Sewer

Passed March 24, 1930.
Approved March 31, 1930.
Ordinance Book 42, Page 393.

No. 103

AN ORDINANCE—Authorizing and directing the construction of a Main Sanitary Sewer in McDonough's Run Drainage Basin, from the existing Dormont Sanitary Sewer on the private property of M. Morton heirs in Mt. Lebanon Township; thence southeastwardly on, over, across and through the private properties of M. Morton heirs and M. B. Goethel, to the proposed location of Elwyn road on the private property of M. B. Goethel; thence southeastwardly and eastwardly along the proposed location of Elwyn road and on, over, across and through the private properties of M. B. Goethel, George P. Simmons, and W. H. McDonough, to McNeilly road; thence eastwardly and southeastwardly along McNeilly road and on the proposed location of Elwyn road, to the private property of E. J. House; thence southeastwardly along the proposed location of Elwyn road and on, over, across and through the private properties of E. J. House, W. H. Tolbert and Elwyn Land Company; thence southwardly and southeastwardly on, over, across and through the private properties of Elwyn Land Company, West Side Belt Railroad, Pittsburgh Railways Company and S. Beach, to the existing Saw Mill Run Sanitary Sewer on the private property of S. Beach, including, as may be necessary, the excavation of exploratory test holes. Said sewer as above described being within the limits of Mt. Lebanon Township and Baldwin Township, and providing that the costs, damages and expenses of the same shall be assessed against and collected from properties specially benefited thereby and authorizing the setting aside the sum of Thirteen Thousand (\$13,000.00) Dollars, from the proceeds of Bond Fund No. 295, Sewer Bonds, 1928, for the payment of the City's share of the cost thereof and further authorizing and providing for the letting of a contract or contracts therefor.

Whereas, an Agreement was entered into March 14, 1930 between the City of Pittsburgh, Dormont Borough, Mt. Lebanon Township and Baldwin Township providing for the payment of cost of construction, maintenance and repairs to the branch trunk

sanitary sewer in the McDonald Run Drainage Basin, and

Whereas, said Agreement provides that the total cost of the construction of the branch trunk sanitary sewer, estimated at \$40,000.00, shall be apportioned between the Municipalities interested in accordance with the terms of said Agreement, which provides that the City's share thereof shall be \$13,000.00 and the remainder of the cost, amounting to \$27,000.00, shall be paid by the other Municipalities interested within ten days after the completion of the work on the contract; 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 advertise for proposals and to award a contract or contracts to the lowest responsible bidder or bidders for the construction of a Main Sanitary Sewer in McDonough's Run Drainage Basin, from the existing Dormont Sanitary Sewer on the private property of M. Morton heirs in Mt. Lebanon Township; thence southeastwardly on, over, across and through the private properties of M. Morton heirs and M. B. Goethel, to the proposed location of Elwyn road on the private property of M. B. Goethel; thence southeastwardly and eastwardly along the proposed location of Elwyn road and on, over, across and through the private properties of M. B. Goethel, George P. Simmons and W. H. McDonough to McNeilly road; thence eastwardly and southeastwardly along McNeilly road and on the proposed location of Elwyn road, to the private property of E. J. House; thence southeastwardly along the proposed location of Elwyn road and on, over, across and through the private properties of E. J. House, W. H. Tolbert and Elwyn Land Company; thence southwardly and southeastwardly on, over, across and through the private properties of Elwyn Land Company, West Side Belt Railroad, Pittsburgh Railways Company and S. Beach, to the existing Saw Mill Run Sanitary Sewer on the private property of S. Beach, including, as may be necessary, the excavation of exploratory test holes. Said sewer as above described being within the limits of Mt. Lebanon Township and Baldwin Township, and to be 15", 18" and 20" in diameter and to be constructed in accordance with plans Accession Nos. D-3711 to D-3714 inclusive, on file in the Bureau*

of Engineering, Department of Public Works. Said contract, or contracts to be awarded for a sum not to exceed Forty Thousand (\$40,000.00) Dollars, and the Mayor and the Director of the Department of Public Works are hereby authorized and directed to enter into a contract or contracts with the successful bidder or bidders for the performance of the work in accordance with the laws and ordinances governing said City.

Section 2. That the costs, damages and Expenses of the same shall be assessed against and collected from properties specially benefited thereby and the sum of Thirteen Thousand (\$13,000.00) Dollars, or so much thereof as may be necessary, is hereby set apart and appropriated from the proceeds of Bond Fund No. 295, Sewer Bonds, 1928, for the payment of the City's share of the cost of said work.

Section 3. 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 March 24, 1930.

Approved March 31, 1930.

Ordinance Book 42, Page 393.

No. 106

AN ORDINANCE—Authorizing the Mayor and the Director of the Department of Public Works to advertise for proposals and to award a contract or contracts for the repaving of the railways area on Perrysville avenue, from Buena Vista street southwardly, and authorizing the setting aside of the sum of Twenty Thousand (\$20,000.00) Dollars from Code Account 1561, Railways Area Repaving, for the payment of the costs thereof.

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 shall be and they are hereby authorized and directed to advertise for proposals and to award a contract or contracts to the lowest responsible bidder or bidders for the repaving of the railways area on Perrysville avenue, from Buena Vista street southwardly, and to enter into a contract or contracts with the successful bidder or bidders for the perform-

ance of the work in accordance with the laws and ordinances governing the said City.

Section 2. That for the payment of the cost thereof, the sum of Twenty thousand (\$20,000.00) Dollars, or so much thereof as may be necessary, shall be and the same is hereby set apart and appropriated from Code Account 1561, Railways Area Repaving, and the Mayor and the City Controller are hereby authorized and directed to respectively issue and countersign warrants drawn on said fund for the payment of the cost of said work.

Section 3. 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 March 24, 1930.

Approved March 31, 1930.

Ordinance Book 42, Page 395.

No. 107

AN ORDINANCE—Providing for the letting of a contract for the furnishing of one automobile for the Mayor of the City of Pittsburgh, and providing for the payment thereof.

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 Supplies shall be and they are hereby authorized, empowered and directed to advertise for proposals and let a contract to the lowest responsible bidder or bidders for the furnishing of one (1) 8 cylinder 7 passenger Sedan for the Mayor, and to include in exchange one (1) Lincoln automobile, and the cost thereof to the City not to exceed the sum of \$4,500.00, in accordance with the Act of Assembly entitled, "An Act for the government of cities of the second-class," approved the 7th day of March, A. D. 1901, and the several supplements and amendments thereto, and the Ordinances of Council in such cases made and provided; the same to be chargeable to and payable from Code Account No. 1019.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is here-

by repealed
Ordinance.

Passed M

Approved

Ordinance

AN ORDINANCE entitled restricting industries and signed for limiting the hereafter e and determ and other buildings h establishing the said pu upon the f Building In of Appeals proved Aug Zone Map, from an Area Distri Third Area erty at the worth street frontage of and 96.5 fe

Section 1 by the Ct assembled, enacted by an Ordinance lating and and industri designed for and limiting ings hereaft lating and courts and with buildin and establish for the sai powers upo Bureau of for a Board penalties," recorded in 556, shall amended by Z-O-E15, so Residence U: District to

AGREEMENT

MADE this 30th day of January, 1975, by and among the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "City",

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D

the BOROUGH OF MUNHALL, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "Munhall",

A
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D

the BOROUGH OF WEST HOMESTEAD, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "West Homestead",

A
N
D

the COUNTY OF ALLEGHENY, a county of the Commonwealth of Pennsylvania.

WHEREAS, the Boroughs of Munhall and West Homestead lie adjacent to the Thirty-First Ward of the City of Pittsburgh; and

WHEREAS, storm water from the Thirty-First Ward of the City of Pittsburgh, the West Run Road area of the Borough of

R 553	14/8	Arlington Heights	282	1944	Streets (No Sewers)
KR 552	14/8				
*1					
R 521	14/8	Terrace Village #1	94	1940	Streets & Sewers
KR 522	14/8				
*2					
R 526	2/5	Inc Parking Areas	146	1940	Parking Areas
		Terrace Village #2	119	1941	
			238	1942	
		Bedford Dwell	538	1959	Streets & Sewers
		Bedford West	416	1962	Streets & Sewers
		East	417	1962	Streets & Sewers
		Allegheny	281	1944	Streets (No Sewers)
R 637	14/8	St Clair Vill	418	1962	Street & Sewers
R 687	5/9	Northview	526	1962 1971	Streets & Sewers
R 834	14/8	Glen Hazel			
		Partial	449	1976	Streets (No Sewers)
R 2481	17/6/5				
R 724	6/6	Garfield			
R 843	2/4		1087	1978	Streets & Sewers

Not Accept

Broadhead Manor KR 548 14/6



HOUSING AUTHORITY
CITY OF PITTSBURGH
201 KIRKPATRICK ST.
PITTSBURGH, PA 15219

Dave Washington

Robbery & Co. 4-15-97

COPY

A G R E E M E N T

MADE this 18th day of April
197⁵ by and among the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "CITY",

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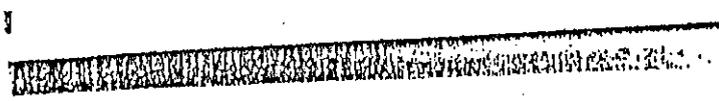
the BOROUGH OF MANHALL, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "MANHALL",

A
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the BOROUGH OF WEST HOMESTEAD, a municipal corporation of the Commonwealth of Pennsylvania, situate in the County of Allegheny, hereinafter called "WEST HOMESTEAD",

WHEREAS, the BOROUGHS OF MANHALL and WEST HOMESTEAD lie adjacent to the Thirty-First Ward of the CITY OF PITTSBURGH, and

WHEREAS, the Boroughs have constructed a sanitary sewerage system known as the "West Run Sanitary Sewer Trunk Line", which drains the sanitary sewerage along West Run and the surrounding territory, and



WHEREAS, the "West Run Sanitary Trunk Line" is also known as the "Forrest Avenue Sanitary Sewer Trunk Line" in WEST HOUSTEAD, and

WHEREAS, the portion of the Thirty-First 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, and

WHEREAS, the "West Run Sanitary Sewer Trunk Line" (Forrest Avenue Sanitary Sewer Trunk Line) is connected to the Allegheny County Sanitary Authority Intarceptor Sewer System, and is of sufficient capacity to take care of the CITY'S Sanitary Sewerage from the territory aforesaid, and

WHEREAS, the CITY has already, by prior agreements, connected the sanitary sewers of a part of the Thirty-First Ward West Run Drainage Basin which has been developed.

NOW THEREFORE, in order to permit the CITY to further develop the Thirty-First Ward West Run Drainage Basin and to connect with the "West Run Sanitary Sewer Trunk Line" for the disposal of sanitary sewage, the parties to this Agreement hereby agree as follows:

1. The CITY will construct approximately 910 lineal feet of 8" and 840 lineal feet of 12" sanitary sewer in MINNALL on private property from the City line in Greencove Street to the existing West Run Trunk Sewer in Minhall in order to serve the Homestead Terrace area of the City. MINNALL will obtain all necessary easements for the construction of those sewers within MINNALL. MINNALL will be permitted to connect all existing or future buildings to the proposed sewer at no cost. Maintenance of the sewer will be as described in Item 4. The CITY will be financially assisted in the construction of the 8" sewer by the United States Department of Housing and Urban Development by the terms of an existing grant from that

Agency, and is expected to be similarly assisted in the construction of the 12" sewer by the provisions of the same grant.

2. The CITY will construct approximately 100 linear feet of sanitary sewer, probably 12" size, in West Homestead from the City Line on Wood Street to the existing sanitary sewer of West Homestead on Wood Street, in order to serve what is generally known as the Basic Street Area in the CITY. WEST HOMESTEAD will obtain any necessary easements for the construction of this sewer within West Homestead. WEST HOMESTEAD will be permitted to connect all existing or future buildings to the proposed sewer at no cost. Maintenance of the sewer will be as described in Item 4.

3. The provision in any prior Agreements with either Borough that the CITY pay \$0.75 per front foot of all new construction is hereby eliminated entirely and, in lieu thereof, the CITY agrees to pay a lump sum of Eleven Thousand Eighty-One (\$11,081.00) Dollars to WEST HOMESTEAD and Four Thousand Four Hundred and Sixteen (\$4,416.00) Dollars to MARSHALL within thirty (30) days after the execution of this Agreement. It is specifically agreed that with regard to MARSHALL, and as noted in Attachment #1, the CITY'S payment shall be for the street specified and the CITY agrees to pay \$0.75 per front foot for future development of other areas which shall thereafter be connected into the West Run Trunk Sewer Line.

4. The CITY, MARSHALL and WEST HOMESTEAD, by the execution of this Agreement, hereby revise the participation in the payment of maintenance and repair costs caused by storms, breaks, cloggings, etc. for the West Run Trunk Sewer as set forth in existing or prior Agreements, to read as follows:

- A. That portion of the West Run Trunk Sewer from the ALCOSAN Interceptor at the Monongahela River to the

solicitation of bids and letting a proper contract to the lowest responsible bidder in accordance with the applicable law.

5. Within thirty (30) days after the execution of this Agreement, the BOROUGH OF WEST HOMESTEAD and MANHALL shall acquire and properly assign to the CITY all necessary rights-of-ways and/or easements for the proposed sewer of Item Nos. 1 and 2, and the CITY shall immediately thereafter be permitted to commence construction of the West Run Trunk Sewer branch extensions in WEST HOMESTEAD and MANHALL and shall continue to proceed to sewer the unserved areas of the West Run watershed in the CITY.

6. Total development in the 302 acres which comprises the CITY portion of the West Run Drainage Basin shall be limited to 2500 units, and, based on five (5) persons per unit, not more than 12,500 persons. This is approximately eight (8) units per acre. The present population within the 302 acres is approximately 2,500, thus leaving a growth potential of 10,000 persons. Should this growth potential ever be reached or be expected to be exceeded, the Agreement will be subject to renegotiation.

7. CITY is authorized to enter into this Agreement pursuant to Ordinance No. 188, Approved April 18, 1975, Boroughs are authorized to do so pursuant to:

BOROUGH OF MANHALL pursuant to Ordinance No. 1225, Approved August 8, 1974;

BOROUGH OF WEST HOMESTEAD pursuant to Ordinance No. 130, Approved November 12, 1974.

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

ATTEST:

ATTEST:

Francis D. Lawrence
 Borough Secretary

BOROUGH OF HINWALL

BY Donald M. ...
 President of Council

ATTEST:

James J. ...
 Borough Secretary

BOROUGH OF WEST HONESTAD

BY ...
 President of Council

ATTEST:

James J. Kelly
Barbara Blackie

CITY OF PITTSBURGH

BY ...
 Mayor
 BY Raymond J. ...
 Director, Department of Public Works

EXAMINED BY:

D. R. ...
 City Solicitor

APPROVED AS TO FORM:

BY ...
 City Solicitor

COUNTERSIGNED:

 
...
 Controller of the City of Pittsburgh

DATE OF CONTRACT	CONTRACT NUMBER	APPROPRIATION	
		ITEM	AMOUNT CHARGED
4/25/75	546.60	157.3	157.47

I HEREBY CERTIFY THE ABOVE CONTRACT IS NUMBERED IN THE ORDER OF ITS DATE AND THE AMOUNT THEREOF IS CHARGED AGAINST THE PROPER ITEM OF APPROPRIATION AND IS COUNTERSIGNED SUBJECT TO THIS CONDITION.
 BEATIFIED AND COPIED: APR 29 1975
 DATE
...
 CITY CONTROLLER

- 6 and last -

U R B A N
REDEVELOPMENT
A U T H O R I T Y
OF
P I T T S B U R G H

JOHN P. ROBIN, CHAIRMAN

DAVID E. EPPERSON, VICE CHAIRMAN

ANN OSTERGAARD, TREASURER

MAIL ROOM MEMBER

January 25, 1993

Mr. Alex Sciulli, P.E.
Director
Department of Engineering and Construction
301 City-County Building
Pittsburgh, PA 15219

RE: Station Square

Alex
Dear Mr. Sciulli:

At the request of Don Waldorf, I am forwarding for City record, the original tracings of the as-built drawings for the Station Square project, Site Preparation Contract No. 1.

Included are the following:

1. Roadway Drawings, set of 25 (includes drawing nos. 22A and 23A).
2. Highway Lighting Plan, set of 2.
3. Water Line Plan, set of 2
4. Traffic Signal Plan, set of 5.
5. Pavement Marking Plan, set of 1.

You will notice that the case and accession numbers have not been assigned to these plans. Once these numbers have been assigned, please have your staff contact me with the numbers for our future reference.

Regarding the maintenance responsibilities for the improvements construction under the referenced contract, the URA, PADOT and the City entered into an Agreement dated March 19, 1985 which assigned the maintenance responsibilities for these improvements. A copy of this Agreement was recently forwarded to Don Waldorf at his request.

If there are any further questions regarding this project, please call me.

Very truly yours,

Joseph M. Popchak
Joseph M. Popchak, P.E.
Project Manager
Engineering Department

JMP:jb

DEC - DIRECTOR'S MAIL	
Item No. 13	Date: 1/26/93
Forwarded to:	
<input type="checkbox"/> FYI - No Action Required	
<input type="checkbox"/> Handle/Prepare Response	
<input type="checkbox"/> Please Assign/Investigate	
<input type="checkbox"/> Review/Comment	
<input type="checkbox"/> See Director	
<input type="checkbox"/> Coordinate Response	
<input type="checkbox"/> For Your Recommendation	
<input type="checkbox"/> Other:	
Disbursed by: KMC	
FILE:	

LEGISLATIVE ROUTE 736 EXT., SECTION 43

WEST CARSON STREET RECONSTRUCTION

LEGAL AGREEMENT

This Agreement made and entered into this 14th day of March, 1985, by and between the COMMONWEALTH OF PENNSYLVANIA, acting through the Department of Transportation, hereinafter called the "COMMONWEALTH",

AND

The CITY OF PITTSBURGH, a political sub-division of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called "MUNICIPALITY",

AND

The URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a body corporate and politic organized and existing under the Urban Redevelopment Law of the Commonwealth of Pennsylvania, Act of May 24, 1945, P.L. 991, as amended, having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania, hereinafter called the "AUTHORITY";

WITNESSETH:

WHEREAS, both MUNICIPALITY and AUTHORITY have supported and are monitoring the development of a shopping complex known as Station Square bounded on the south by Legislative Route 736 Extension (West Carson Street) in the City of Pittsburgh, Allegheny County, Pennsylvania; and,

WHEREAS, the AUTHORITY, acting as agent for the City of Pittsburgh has agreed to have constructed certain public improvements in connection with

the Urban Development Action Grant received by the City of Pittsburgh from the United States Government for access to the Station Square Shopping Complex; and

WHEREAS, in anticipation of the increased use of Legislative Route 736 Extension (West Carson Street) by the traveling public to gain access to the aforesaid shopping complex, the AUTHORITY proposes to provide for improvements to be made to Legislative Route 736 Ext. (West Carson Street). Such improvements will be designated as Legislative Route 736 Ext., Section 43 and will begin at the vicinity of L.R. 02265 (The Smithfield Street Bridge), Straight Line Diagram Station Number 1043+43 and will continue westwards to a point approximately 1,896 feet before Legislative Route 766 (The Fort Pitt Bridge) at Straight Line Diagram Station 1057+79; and

WHEREAS, the construction of Legislative Route 736 Ext., Section 43 will be in accordance with plans approved by the Commonwealth; and

WHEREAS, AUTHORITY will acquire for Commonwealth fee simple title to all additional property which will be necessary for the proposed improvements for Legislative Route 736 Ext., Section 43; and

WHEREAS, the said Legislative Route 736 Ext., Section 43 shall be constructed at no cost to the Commonwealth.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following:

1. All the above recitals are incorporated herein and made a part hereof.
2. The AUTHORITY, its successors and assigns, shall, at no cost to the COMMONWEALTH, as soon as possible after the execution and approval of

this Agreement, design and submit for approval to the COMMONWEALTH, its final plans, drawings and specifications for construction of Legislative Route 736 Ext., Section 43 (West Carson Street). The AUTHORITY shall, in accordance with the terms and conditions herein, at no cost to the COMMONWEALTH, perform all construction work as shown on drawings and specifications which are incorporated herein by reference as though physically attached and made a part of this Agreement.

3. Prior to the AUTHORITY advertising for bids for the construction of the Project, and upon the AUTHORITY'S proper application, the COMMONWEALTH, subject to its standard conditions will issue its form of Highway Occupancy Permit to the AUTHORITY, authorizing it, at no cost to the COMMONWEALTH, to perform construction and reconstruction, in a manner satisfactory to the COMMONWEALTH on Legislative Route 736 Ext., Section 43 in accordance with plans, drawings and specifications referred to herein and approved by and on file with the Pennsylvania Department of Transportation, including, but not limited to, that Department's current specifications set forth in its Design Manual Parts 1 - 6 and Publication 408 (1983), both as supplemented and amended; and authorizing the AUTHORITY and its duly authorized contractors, agents, representatives and employees to enter upon and occupy the COMMONWEALTH'S right-of-way in the vicinity of the work in order to carry out the terms of this Agreement.

4. After receipt of the COMMONWEALTH'S Highway Occupancy Permit and upon forty-eight (48) hours notice to the Assistant District Engineer - Construction, Pennsylvania Department of Transportation, Engineering District

11-0, AUTHORITY shall, subject to the terms thereof, perform construction at no cost to the COMMONWEALTH, in accordance with plans, drawings and specifications referred to herein, attached to and approved by and filed with the Department of Transportation and Department of Transportation Specifications Publication 408 (1983) as amended and subject to the following conditions:

- a. All work done by virtue of this Agreement will be done in a manner satisfactory to and under the general supervision of the Secretary of Transportation or his duly authorized representatives. In this connection, it is understood and agreed between the parties hereto that the construction and reconstruction work will be subject, at all times, to the inspection and supervision (both resident and part time) of the Department of Transportation's District 11-0 Engineer and his duly authorized representatives, to ascertain that the work is being performed and that results of the work performed and materials supplied by AUTHORITY'S contractor are in conformity with plans, drawings and specifications approved by the Department of Transportation. AUTHORITY will reimburse the COMMONWEALTH for all actual inspection, supervision and administrative costs incurred by the COMMONWEALTH within sixty (60) days after receipt of the

COMMONWEALTH'S invoices. These costs are to be determined on the basis of the hourly rate of COMMONWEALTH personnel, which rate shall not exceed \$22 per hour and which such total costs shall not exceed \$5,000.

- b. In connection with the above described work, the AUTHORITY shall be responsible for and assume the costs of (1) the preparation of a sedimentation and erosion control plan, (2) all engineering work, (3) the installation of necessary curbs, sidewalks, storm sewers, drainage systems, (4) the preparation and development of all construction plans, designs, drawings and specifications necessary to accomplish the aforesaid work, (5) the obtaining of all permits, licenses and approvals which may be required by any governmental authority, local, state or federal, and (6) the relocation, re-adjustment and alteration of all utilities and connections thereto, including but not limited to gas, electric, telephone, water and sanitary sewer systems that may be affected by the aforesaid construction work.

- c. AUTHORITY will be responsible for and assume the costs of any required public hearings and the preparation of any necessary reports and alterations to the work required by any governmental or judicial body having jurisdiction over the Project.
- d. AUTHORITY shall thereafter proceed with due diligence to complete the work at no cost to the COMMONWEALTH within one year of receipt of the Highway Occupancy Permit, subject to further additional and reasonable completion time necessitated by delays caused by acts of God or other events beyond control of AUTHORITY, which extensions of time shall not be unreasonably withheld by the COMMONWEALTH.

5. a. AUTHORITY will, subject to the approval of the General Assembly, if necessary, without cost to the COMMONWEALTH, convey or cause to be conveyed to the COMMONWEALTH, by appropriate deeds or other instruments of conveyance in form satisfactory to the COMMONWEALTH, fee simple title, free and clear of all encumbrances of any kind which would prohibit use of the land for highway purposes, which land is necessary for the proposed improvements to Legislative Route 736 Ext., Section 43. If the General Assembly approval is necessary and if it is not obtained for transfer of lands provided for herein, then there shall be no responsibility or liability on the COMMONWEALTH and no obligation on the COMMONWEALTH to accept the land.

b. AUTHORITY shall conduct all negotiations and defend (if requested) all claims for damage resulting from any required acquisition. AUTHORITY is not to be considered as, nor shall it represent itself as, acting as agent, workman or employee nor under supervision or control of the COMMONWEALTH for such purposes.

6. AUTHORITY will submit the names of proposed contractors and sub-contractors, all of whom shall be pre-qualified by the COMMONWEALTH according to Section 102.1 of Publication 408 (1983) and applicable regulations, to the COMMONWEALTH for its review and approval before awarding such contract or contracts. The identity of such contractors and/or form and substance of the contracts shall be deemed to be approved if the COMMONWEALTH fails to notify AUTHORITY within thirty (30) days following receipt of a request for approval thereof.

7. AUTHORITY shall, in writing, addressed to the Department of Transportation's Engineering District 11-0 District Engineer, designate an individual who will be present on the work site and to whom all notices, orders, directions and determinations relative to the work may be given by the District Engineer or his authorized representatives. No change in the individual designated to be in charge for AUTHORITY will be recognized or be binding upon the District Engineer until written notice of such change shall have been given to the District Engineer by the AUTHORITY.

AUTHORITY shall designate and maintain at its cost and expense, in close proximity to the work site, office space for exclusive use of the District Engineer or his authorized representative, containing, as a minimum, a desk, chair, plan table, file cabinet and telephone for business and emergency calls.

8. The terms of any approved construction contracts to be awarded shall include, but not be limited to, a provision:

- a. that contract and all work to be performed thereunder shall be governed by and made subject to all appropriate sections of the Department of Transportation's Specifications, Publication 408 (1983) and its supplements and amendments, with the requirement that the AUTHORITY may exercise under the supervision of the COMMONWEALTH, the rights of the Department of Transportation expressed therein;
- b. that the contractor will provide adequate Workmen's Compensation insurance and that all plans, specifications, acquisitions of land, estimates of cost, award of contracts, acceptance of work and procedure in general will at all times conform to all applicable federal, state and local laws, rules, regulations, orders and approvals;
- c. that AUTHORITY'S contractor shall furnish to the COMMONWEALTH, prior to construction, at the contractor's own cost and expense, insurance certificates (including the COMMONWEALTH and the MUNICIPALITY as additional insureds and endorsed to include any liability of the COMMONWEALTH and MUNICIPALITY and their

officers, employees or agents and AUTHORITY and its officers, employees or agents), providing public liability insurance for bodily injury and property damage in the minimum amounts of one million (\$1,000,000.00) dollars per person, three million (\$3,000,000.00) dollars per occurrence, or any additional amounts as required by the COMMONWEALTH to cover any loss that might accrue, and the AUTHORITY'S contractor shall indemnify, save harmless and defend (if requested), the COMMONWEALTH, the Department and all of their officers, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries, death or damages received or sustained during the performance of the work by any person, persons or property by or from the said contractor, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or public interests, or by or on account of any act, omission, neglect or misconduct of the said contractor, during the performance of the work;

- d. that AUTHORITY'S contractor shall furnish to AUTHORITY, at the contractor's own cost and expense, a Performance Bond and Payment Bond insuring AUTHORITY, each in the sum of one hundred (100%) percent of the contract price and in conformity with the Surety Bond requirements of the current Specifications, Publication 408 (1983) and its supplements and amendments of the Department of Transportation. Evidence of these bonds shall be presented to the COMMONWEALTH prior to the start of construction;
- e. that AUTHORITY will require its contractor to assume responsibility for the protection, safety and maintenance of traffic, the traveling public and the COMMONWEALTH'S contractors, agents and employees engaged in the construction work within the project area in a manner satisfactory to the COMMONWEALTH during the period required for performance of work under the terms of the construction contract. For this purpose, AUTHORITY will further require that all traffic controls and traffic control drawings to be used by the contractor shall be submitted to the COMMONWEALTH for prior approval and shall be in accordance with the

COMMONWEALTH'S Department of Transportation standards. In addition thereto, AUTHORITY will require that the contractor protect and maintain traffic in a manner which will not impede, horizontally or vertically, the preconstruction vehicular use of all affected Legislative Routes except as provided in specifications governing maintenance and protection of traffic during construction and sequence of work.

- f. that the AUTHORITY'S contractor shall obey and comply with all federal, state and local laws, ordinances, resolutions and administrative regulations which are applicable to the work done under the contract.
- g. that the AUTHORITY'S contractor, as well as its subcontractors, shall comply with the provisions of the City of Pittsburgh Human Relations Ordinance, which prohibits discrimination in employment because of race, color, religion, ancestry, national origin, place of birth, sex, age, and non-job related handicap or disability.

9. AUTHORITY shall indemnify, save harmless and defend (if requested) the COMMONWEALTH, the Department of Transportation and all of their officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, deaths, or damages received or sustained by any person, persons, or property during the performance of the construction and relocation work by the AUTHORITY, and/or its contractor, their officers, agents and employees whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect or misconduct of AUTHORITY and/or its contractor, their officers, agents and employees.

10. AUTHORITY also agrees and understands that all of the terms, conditions and provisions of the Commonwealth of Pennsylvania, Department of Transportation Specifications, Publication 408 (1983) and its supplements and amendments subject to which this Agreement is made and the terms, conditions and provisions of preceding Paragraph 8 (a), (b), (c), (d), (e), (f) and (g), shall apply not only to AUTHORITY'S contractor in the performance of the work on the aforesaid Project, but also to AUTHORITY in the performance of the terms of this Agreement for all of which AUTHORITY assumes full liability and responsibility.

11. Upon completion of said construction, provision shall be made by AUTHORITY for final inspection by the COMMONWEALTH with a view towards obtaining acceptance thereof as being satisfactory to the COMMONWEALTH, relief of AUTHORITY and/or AUTHORITY'S contractor from further responsibility for future work on the reconstructed area, and permission to open new or previously closed improvements to the traveling public.

12. The COMMONWEALTH shall be responsible for and assume all future costs for the repair, operation and maintenance of Legislative Route 736 Ext., Section 43 only within the limits of the cartway which shall be defined as the area from, but not including, inner face of curb to inner face of curb. Furthermore, this responsibility shall apply only to the pavement surface and not to any pavement markings, traffic signal detection devices or drainage facilities. Such responsibility will not be assumed by COMMONWEALTH until such time as: (1) AUTHORITY has completed to COMMONWEALTH'S complete satisfaction the construction of Legislative Route 736 Ext., Section 43 and (2) AUTHORITY has conveyed or caused to be conveyed, by appropriate deeds or other instruments, fee simple title for use of the land for highway purposes.

13. The MUNICIPALITY shall be responsible for and assume all future costs for the repair, operation and maintenance of all items outside of the cartway area which will include, but not be limited to curbs, sidewalks, all

traffic signal devices, all regulatory and restrictive roadway signs, all roadway drainage facilities, all lighting poles, luminaires and other related lighting devices. Furthermore, the MUNICIPALITY will be responsible for the maintenance of all pavement marking and roadway drainage facilities and traffic signal detection devices both within and outside of the cartway area.

14. The obligations of the parties under this Agreement shall be binding not only upon the parties but upon their respective heirs, administrators, successors and assigns in interest.

15. Attached hereto as Exhibit "A" and made a part hereof is a Pennsylvania Non-Discrimination Clause. AUTHORITY agrees that such clause shall be contained in all contracts between AUTHORITY and its contractors for performance of work under this Agreement and that such contracts shall provide that such contractor shall conform with all provisions of said clause.

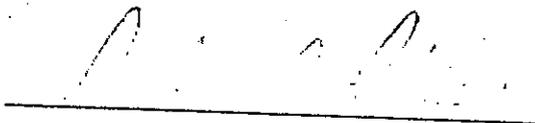
16. AUTHORITY agrees to be bound by the Act of May 20, 1937, P.L. 728, as amended by the Act of October 5, 1978 (No. 260) 72 P.S. 4651-1 et seq., which provides in substance that the Board of Claims shall have jurisdiction of claims against the COMMONWEALTH arising from contracts and the power to order the interpleader or impleader of other parties when necessary for a complete determination of any claim or counterclaim in which the COMMONWEALTH is a party.

17. AUTHORITY, for itself, its successors and assigns, quitclaims, releases and forever discharges the COMMONWEALTH from any and all claims and damages incurred by AUTHORITY and its contractor in the construction work under the terms of this Agreement.

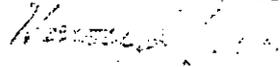
18. This Agreement is entered into by the MUNICIPALITY pursuant to Resolution No. 575, approved July 9, 1984 and effective July 18, 1984 and by the AUTHORITY pursuant to Resolution No. 32 duly adopted by its Members on the 19th day of January, 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, attested and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the date first above written.

ATTEST:

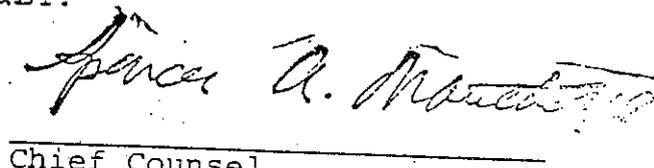


COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



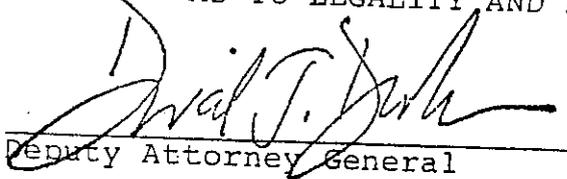
Deputy Secretary of Transportation

BY:



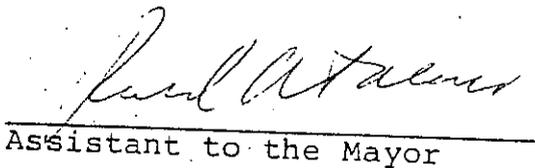
Chief Counsel

APPROVED AS TO LEGALITY AND FORM:



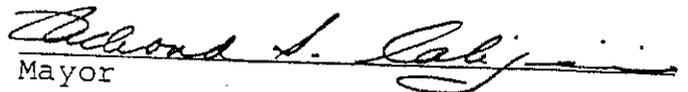
Deputy Attorney General

ATTEST:



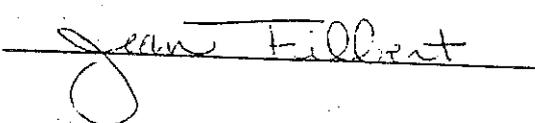
Assistant to the Mayor

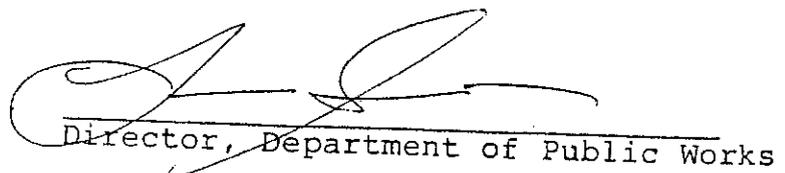
CITY OF PITTSBURGH



Mayor

WITNESS:





Director, Department of Public Works

EXAMINED BY:

Patrick T. Wick
Assistant City Solicitor

APPROVED AS TO FORM:

D. R. Falley
City Solicitor

ATTEST:

Kathleen M. Amabile
Assistant Secretary

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH

Paul J. Beatty
Executive Director

APPROVED AS TO LEGAL FORM:

Susan Greil
Attorney

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this

non-discrimination clause, Contractor shall then employ vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract after hearing and adjudication, be terminated or suspended whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such sanctions may be imposed and remedies invoked as provided in the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 of these Regulations. If Contractor does not possess documents or records reflecting necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside Pennsylvania, the facilities at which such goods are actually produced.

Wherever hereinabove the word Contractor is used it shall also include the word Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate.

RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND THE URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH PROVIDING FOR THE CONSTRUCTION BY THE AUTHORITY OF CERTAIN PUBLIC IMPROVEMENTS TO WEST CARSON STREET DESIGNATED AS LEGISLATIVE ROUTE 736 EXTENSION, SECTION 43, AND PROVIDING FOR THE REPAIR, OPERATION AND MAINTENANCE BY THE CITY OF CERTAIN ITEMS IN CONNECTION THEREIN.

Passed in Council, this _____ day of _____, 1994

Be it resolved by the Council of the City of Pittsburgh, as follows:

Section 1. The Mayor and the Director of the Department of Public Works are hereby authorized and directed to enter into an Agreement with the Commonwealth of Pennsylvania Department of Transportation ("Commonwealth") and the Urban Redevelopment Authority of Pittsburgh ("Authority"), in form approved by the City Solicitor, providing for the construction by the Authority of certain public improvements to West Carson Street, designated as Legislative Route 736 Extension, Section 43, in accordance with plans approved by the Commonwealth and providing for the repair, operation and maintenance by the City of all items outside the cartway area, including but not limited to curbs, sidewalks, all traffic signal devices, all regulatory and restrictive roadway signs, all roadway drainage facilities, all lighting poles, luminaires and other related lighting devices, and for the maintenance of all pavement marking and roadway drainage facilities and traffic signal detection devices within and outside the cartway area.

EFFECTIVE DATE JUL 18 1994

I HEREBY CERTIFY THAT THE ABOVE IS TRUE AND CORRECT.

[Handwritten signature]
1994

incorporation

be returned to Council

In Committee on

In Committee on

In Council

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meet

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aiding for

development

development

with the

authorizing

File No.

No.

RESOLUTION

SECTION 1. Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

Enacted On Council this 10 day of July A.D. 1984

Be it

Resolved that the Council of the City of San Antonio follows:

Robert Rade Stone, President of Council.

Attest: Michael Perry, Clerk of Council.

Mayor's Office

Approved: Richard S. Callaghan, Mayor

Attest: Richard A. Tatarico

Recorded in Resolution Book, Vol. 118, Page 630, 9th day of July 1984

EFFECTIVE DATE JUL 18 1984

I HEREBY CERTIFY THAT THE ABOVE IS TRUE AND CORRECT.
Ginny M. Johnson, City Clerk

U R B A N
REDEVELOPMENT
AUTHORITY
OF
PITTSBURGH

MEMORANDUM

TO: Don Waldorf, Department Engineering & Construction
FROM: Joseph Popchak, Urban Redevelopment Authority *JMP*
SUBJECT: Station Square - Maintenance of Drainage Facilities on West Carson Street
DATE: January 19, 1993

As discussed, enclosed is a copy of the Three Party Agreement (PennDot, Urban Redevelopment Authority of Pittsburgh and City of Pittsburgh) regarding the West Carson Street Improvements that were constructed in the mid 1980's. Paragraph 13 on page 13 details the maintenance responsibilities for the drainage system installed with the project. There is also a copy of the City Council Resolution attached to this agreement that addresses this topic.

Please call me if I can be of any further help.

REFERRED <i>D. Waldorf</i>
TO <i>W/attach</i>
FOR _____
FOLLOW-UP _____

JP:jaa

REC'D
ENGR. & CONSTR.
JAN 20 1993
PI2: 45
20

To
DATE
For your information
10:00
Director
cc: [unclear]
TO _____
FOR _____
FOLLOW-UP _____

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

BOROUGH OF BALDWIN,
BOROUGH OF WEST MIFFLIN,
and BOROUGH OF WHITEHALL,

Plaintiffs

vs.

BOROUGH OF BRENTWOOD,
Defendant

CIVIL DIVISION

No. G.D. 93-9790

OPINION and
ORDER OF COURT

FILED BY:

Hon. Alan S. Penkower
703 City-County Building
414 Grant Street
Pittsburgh, PA 15219

DATE: April 3, 1997

COPIES MAILED TO:

John R. Luke, Esq.
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Pittsburgh, PA 15222

Donald C. Fetzko, Esq.
3714 Homestead-Duquesne
West Mifflin, PA 15122

James R. Duffy, Esq.
1109 Grant Building
310 Grant Street
Pittsburgh, PA 15219

James N. Perich, Esq.
430 Boulevard of the Allies
Pittsburgh, PA 15219

10:00
10:00

10:00

10:00

OPINION AND ORDER OF COURT

Penkower, J.

April 3, 1997

Plaintiffs Borough of Baldwin, Borough of West Mifflin, and Borough of Whitehall filed an Action for Declaratory Judgment against Defendant Borough of Brentwood. Seeking a judicial declaration of the respective rights and responsibilities of the four Boroughs for maintenance and repair of a network of sewer lines. Plaintiffs have filed a Motion for Summary Judgment which is the subject of this Opinion and Order of Court. Defendant opposes the motion, arguing that there are genuine issues of material fact.

For the better part of a century, a network of sewer lines has developed from the combined efforts of the City of Pittsburgh ("City"), the Township of Baldwin ("Baldwin Township"), the Borough of Baldwin ("Baldwin"), the Borough of Brentwood ("Brentwood"), the Borough of West Mifflin ("West Mifflin"), and the Borough of Whitehall ("Whitehall"). Currently, the "Pittsburgh Line" empties

into the sanitary sewer interceptor of the Allegheny County Sanitary Authority adjacent to the Monongahela River. The "Brentwood Line" (at least a portion of which is located in the Borough of Baldwin) connects to the Pittsburgh Line. The so-called "Brentwood Offshoot" and the "Baldwin Line" (both of which are also located, at least in part, in the Borough of Baldwin) empty into the Brentwood line.

This hybrid system has been created in large part as a result of a series of court proceedings and municipal ordinances and agreements:

1. In or about 1934, the City and Baldwin Borough entered into an agreement for Baldwin to tie into an existing Pittsburgh sewer line in consideration for Baldwin's agreement to assume 30% of the cost of repairs and maintenance. [Baldwin Ordinance 341].
2. In or about 1934, the Brentwood Line was constructed, extending the Pittsburgh Line to Brentwood Road. [Brentwood Ordinances Nos. 343 and 344].
3. In or about 1935, Brentwood adopted Ordinance No. 343, entering into agreement with the City to tie into the same sewer line and assume 25% of the costs of repairs and maintenance of the Pittsburgh Line. [Brentwood Ordinance No. 343].
4. In or about 1950, the Board of Viewers of Allegheny County ordered West Mifflin to tie into the Pittsburgh line and to assume 10.790% of the cost of maintenance and repair. [Viewers Proceeding No. 74 February Sessions 1950].

5. In 1951, Baldwin and Brentwood entered into an agreement in which Baldwin tied into the Brentwood Line. As a condition, each Borough agreed to maintain and repair their respective sewer systems. [Baldwin Ordinance No. 350; Brentwood Ordinance No. 431].
6. In or about 1950 as a result of the same Viewers Proceeding referenced in paragraph 4 above, West Mifflin was ordered to tie into the Brentwood Line and to assume 15.167% of the costs of repair and maintenance. [Viewers Proceeding No. 74 February Sessions 1950].
7. In or about 1934 Brentwood constructed a section of sewer line to be referred to as the "Brentwood Offshoot." [Brentwood Ordinance No. 343].
8. In or about 1943 Baldwin constructed what shall be referred to as the "Baldwin Line" extending the Brentwood Line from Brentwood Road to the Baldwin/Whitehall boundary line.
9. In or about 1950 as a result of the same Viewers proceeding referenced in paragraphs four and six above, West Mifflin was ordered to tie into the Baldwin Line and to pay 24.676% of the costs of repair and maintenance. [Viewers Proceeding No. 74 February Sessions 1950].
10. In or about 1950, in a decision apportioning liabilities and assets between Baldwin and Whitehall (which was newly incorporated from a portion of Baldwin) Whitehall was granted "co-extensive rights and liabilities" under the various agreements between Baldwin and its various neighboring municipalities. Furthermore, Whitehall was ordered to assume 44.885639% of Baldwin's liability for the Baldwin line. [91 January Sessions of 1950].

11. As a result of a leaking manhole located on the Brentwood offshoot, the Boroughs of Brentwood, Baldwin and Whitehall entered into an agreement in 1992 ("Manhole Agreement") in which all three Boroughs agreed, among other things, to share equally in the cost of repairing the leaking manhole. [Action for Declaratory Judgment, Exhibit I].

Plaintiffs filed the instant action for in Declaratory Judgment against Brentwood requesting this Court to assess the relative rights and responsibilities of the four boroughs under the Manhole Agreement, in particular, and for repair and maintenance of the sewer lines, in general.

The authenticity and accuracy of the various ordinances, court orders and agreements set forth by the Plaintiffs are not in dispute. Although the ordinances are complicated in that they deal with multiple and numerous interconnecting sewer lines and tie-ins, they are not "convoluted" as described by Defendant Brentwood in its Brief. In each of the documents, various parties commit themselves or are ordered by the Court to bear the costs of repair and maintenance of the respective sewer lines and offshoots in specific percentage and dollar terms. The Court finds as a matter of law that a series of valid, legally enforceable

agreements and ordinances, including the Manhole Agreement have been established.

Defendant Borough of Brentwood argues that the existence of the following disputed issues of fact require denial of the motion for summary judgment in this case: 1) The amounts and contribution of the parties for repair and maintenance of the "Brentwood Line" and "Pittsburgh Line" given that Whitehall was incorporated out of a portion of Baldwin and then Bethel Township; 2) whether Brentwood is obligated to pay for "upstream repairs." including repairs to the "Baldwin Line"; 3) the determination of what is a "respective sanitary sewer line" in Brentwood Ordinance No. 431 and in Baldwin Ordinance No. 350 ; 4) the determination of what constitutes "coextensive rights and liabilities" under the Baldwin/Whitehall apportionment decision in 91 January Sessions of 1950; and 5) whether Brentwood is obligated, pursuant to Brentwood Ordinance No. 431 and Baldwin Ordinance No. 350, to permit Baldwin to use the "Brentwood Line" free of any ongoing contribution for maintenance, repair, and/or replacement, given unanticipated increases in building, population, and resulting sewage flow.

Initially, Brentwood argues that the amount and contributions of the various parties to repair and maintain the respective sewer lines is a genuine issue of material fact. The 1950 Board of Viewers order states that "It is further ordered and decreed that the Borough of Whitehall shall have co-extensive rights and liabilities with the Township of Baldwin under the various sanitary sewer agreements heretofore entered into between the Township of Baldwin [a portion of which is now the Borough of Baldwin] and other municipalities." [91 January Sessions of 1950]. Brentwood argues that Whitehall has not contributed toward the repair and maintenance of the various sewer lines, yet has received the benefit, particularly given the added stress and usage that Whitehall places on the overall system. Therefore, Brentwood argues, the Borough of Whitehall is legally obligated to contribute to the maintenance and repairs of the various sewer lines.

The issue before this Court need not involve any allocation of responsibilities or liabilities between the Boroughs of Whitehall and Baldwin. The 1950 order merely states that any liabilities shall be "co-extensive" with the Borough of Baldwin. Given that, under the series of documents described above, Baldwin's responsibility for maintenance and repair is stated in fixed percentage terms [30% for the Pittsburgh Line, 0% for the Brentwood Line and Brentwood

Offshoot, and 77.33% of the Baldwin Line (check)], the liability of Whitehall may be calculated as a percentage of Baldwin's percentage, not as a percentage of the total. Accordingly, whether or not, and to what extent, Whitehall is responsible for maintenance and repair of the various sewer systems, Brentwood's responsibility is not affected. Furthermore, had Whitehall never been created as a legal entity, it is likely that the same sewer systems, serving the same population would require approximately the same amount of repair and maintenance. If this were the case, the rights and liabilities of Brentwood would not be affected. Therefore, no genuine issue of material fact has been stated.

Brentwood argues that whether it is obligated to pay for "upstream repairs" (that is, upstream of the Brentwood Line) to the sewer systems is a genuine issue of material fact. However, Brentwood admits to having constructed the Brentwood Offshoot [Amended Answer, New Matter, and Counterclaim, paragraph 12]. Accordingly, Brentwood is responsible for 100% of the maintenance and repair thereof. Plaintiffs do not allege that Brentwood is responsible for the maintenance and repair of the Baldwin Line, the only other sewer line at issue in this case that is "upstream" from the Brentwood Line. Although Plaintiffs set forth a proposed allocation of responsibilities among

themselves, there being no claims between the three plaintiffs, it is not necessary for Court to reach that issue.

Brentwood further claims that the term, "sanitary sewer lines" is sufficiently ambiguous to preclude entry of summary judgment. Brentwood does not offer any other alternative interpretation of the phrase other than that it refers to the exact lines that are the subject of the agreements and ordinances. The Court finds as a matter of law that the phrase is not ambiguous and that the "Pittsburgh Line," "Brentwood Line," "Brentwood Offshoot" and "Baldwin Line" all qualify as sanitary sewer lines.

Brentwood claims that the term "co-extensive rights and liabilities" as described above, is sufficiently ambiguous to create a genuine issue of material fact. Having determined that the relative responsibilities of the Boroughs of Whitehall and Baldwin under these agreements is not before this Court, it is unnecessary for the Court, absent a dispute between the two Boroughs, to resolve this issue.

Finally, Brentwood argues that over time, population and building growth have added to the amount of sewage inflow on the "Brentwood Line" and that Baldwin has not been contributing to any repair, maintenance or replacement cost over the years beyond the initial payment by Baldwin to Brentwood in 1941. The Ordinances constitute a valid and enforceable agreement between the two Boroughs. There is no provision for modification or renegotiation of the arrangement based upon changed circumstances such as population or building growth. It is certainly foreseeable that population growth and increased usage might add to the usage of a sewer line. Such increase does not derogate from Brentwood's responsibility to adhere to the Ordinances and agreements as well as its inherent responsibility to maintain the Brentwood Offshoot. Accordingly, Brentwood cannot escape its responsibility to maintain and repair the Brentwood Line.

ORDER

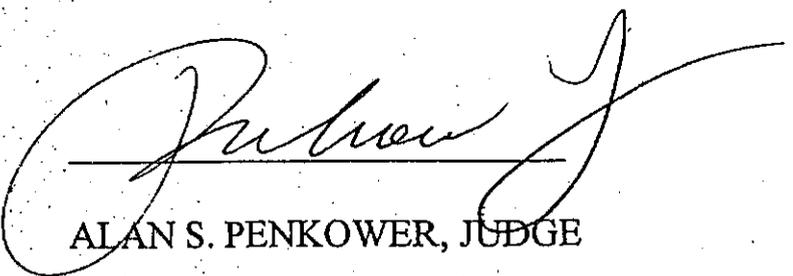
AND NOW, this 2nd day of April, 1997, upon due consideration of Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Motion for Summary Judgment is GRANTED.
2. With regard to the portion of the sewer line described in the Plaintiffs' Complaint as the "Pittsburgh Line" and which represents the portion of sewer line from the Alcosan interceptor adjacent to the Monongahela River and lying within the City of Pittsburgh, and extending to the City of Pittsburgh-Borough of Baldwin boundary line, the Borough of Brentwood shall be responsible for 25% of the repairs and maintenance thereof.
3. With regard to the portion of the sewer line described in the Plaintiffs' Complaint as the "Brentwood Line" and which represents the portion of sewer line extending from the City of Pittsburgh-Borough of Baldwin boundary line to Brentwood Road, the Borough of Brentwood shall be responsible for 84.383% of the repairs and maintenance thereof.

4. With regard to the portion of the sewer line described in the Plaintiffs' Complaint as the "Brentwood Offshoot" which represents the portion of the sewer line connecting the now abandoned Brentwood Treatment Plant to the sewer line known as the "Brentwood Line" and more fully described above, the Borough of Brentwood shall be responsible for 100% of the repairs and maintenance thereof.

5. With regard to the portion of the sewer line described in the Plaintiffs' Complaint as the "Baldwin Line" and which represents the portion of the sewer line extending from the Brentwood Line where it ends on Brentwood Road to the Borough of Baldwin-Borough of Whitehall boundary line, the Borough of Brentwood shall not be responsible for any repair or maintenance thereof.

BY THE COURT,



ALAN S. PENKOWER, JUDGE



PORT AUTHORITY OF ALLEGHENY COUNTY
 Beaver and Island Avenues
 Pittsburgh, Pennsylvania 15233
 (412) 237-7000

10-9-91
 REFERRED
 TO Dave B. & Tom Waldorf
 FOR review

October 1, 1991

Mr. Alex G. Sciulli, P.E.
 Acting Director
 City of Pittsburgh
 Department of Public Works
 611 Second Avenue
 Pittsburgh, PA 15219

Attention: Mr. Donald Waldorf

Subject: East Busway
 6th Ward, City of Pittsburgh
 1989 Block Grant
 UMTA Project No. PA-90-X157
 Contract No. EB-18 - Roadway,
 Station and Parking Additions
 and Improvements
 Sewer Correction Acceptance and
 Reimbursement

REFERRED D. Waldorf
 TO as attached
 FOR CC. D. Borner
 FOLLOW UP w/alloc

RECEIVED
 91 OCT 3 P 5:49
 DEPARTMENT OF
 PUBLIC WORKS

Dear Mr. Sciulli:

Port Authority recently completed the referenced construction project along our East Busway. One work item in that contract, Bid Item No. 13, was drainage improvements at Station 278+00 located east of the 28th Street Bridge near Wiggins Street. This work involved correction to the City sanitary and storm sewers for the Pittsburgh Water and Sewer Authority (PWSA) under a May 30, 1990 Agreement between PWSA and Port Authority (copy attached).

We met with Mr. Donald Waldorf of your office in the field at the completion of the project to perform a final inspection of the work. At this time, Port Authority requests a letter of formal acceptance of the work by the Department of Public Works. Attached is a mylar "as-built" drawing for this work in accordance with the Agreement and Mr. Waldorf's request.

The Agreement also provides that PWSA shall pay to Port Authority actual costs for the design and construction up to a maximum of Fifty Thousand Dollars (\$50,000.00). Please consider this letter a request for payment of the maximum of Fifty Thousand Dollars (\$50,000.00). Attached are copies of the approved contractors payment request for the construction, along with an October 30, 1989 letter from Baker Engineers with the engineering costs documentation.

ENC. & CONSTR.
 OCT 10 1991

RECEIVED



PORT AUTHORITY OF ALLEGHENY COUNTY
 Beaver and Island Avenues
 Pittsburgh, Pennsylvania 15233
 (412) 237-7000

October 1, 1991

Mr. Alex G. Sciulli, P.E.
 Acting Director
 City of Pittsburgh
 Department of Public Works
 611 Second Avenue
 Pittsburgh, PA 15219

REFERENCE: P. Waldorf
 TO: w/attach
 FOR: _____
 FOLLOW-UP: _____

Attention: Mr. Donald Waldorf

Subject: East Busway
 6th Ward, City of Pittsburgh
 1989 Block Grant
 UMTA Project No. PA-90-X157
 Contract No. EB-18 - Roadway,
 Station and Parking Additions
 and Improvements
 Sewer Correction Acceptance and
 Reimbursement

91 OCT 4 11:13
 RECEIVED
 DEPT. OF PUBLIC WORKS
 ENCL. 2

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Mr. Alex G. Sciulli, P.E.

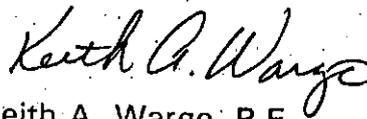
- 2 -

October 1, 1991

I spoke with Ms. Dawn A. Botsford, Executive Director for PWSA on September 30, 1991. She requested that you also review these costs and forward them along with a copy of the acceptance letter and your recommendation for payment to her office.

If you have any questions or require additional information, please contact me at 237-7148. Thank you for your assistance in this matter.

Very truly yours,



Keith A. Wargo, P.E.
Project Engineer
Engineering & Construction Division

KAW/rad/L82A

Enclosures

cc: D. A. Bostford, PWSA
T. C. Hardy
R. F. Brecht
J. R. Walter
J. R. Starz
R. G. Hramika
Project File

October 30, 1989

Mr. Theodore C. Hardy, Director
Engineering and Construction Division
Port Authority of Allegheny County
Beaver and Island Avenues
Pittsburgh, PA 15233

Attention: Mr. J. R. Walter

Subject: East Busway EB-18
Contract No. GAEC #015
Work Order #15

Dear Mr. Walters:

Enclosed for your use on this project is one copy of our estimate for the construction costs and completed Bid Form pages B-2G and B-3G, this estimate is based on Addendum 1. Also enclosed per your request is one blank copy of the Weekly Construction Schedule page SP8.8.1.

We have received some questions from contractors during this bidding period, telephone reports of all calls have been sent to you and we will continue this practice. All responses to contractors were based on identifying information already in the Contract Documents.

Regarding our engineering costs for the drainage improvements at Station 278+00 please note the following:

Sheet 2 - Location Plan (20% Affected)	4	Man-Hours
Sheet 10 - General Plan	12	Man-Hours
Sheet 17 - Plan, Profile and Details	80	Man-Hours
Sheet 18 - Cross Sections	16	Man-Hours
Specifications	24	Man-Hours
Estimate	12	Man-Hours
Total Baker Man-Hours	148	
Direct Labor @ Avg. Rate (\$18.70)	\$2,768	
Overhead @ 123%	3,405	
Profit @ 10%	617	
Total Baker Labor	\$6,790	
Other Direct Cost (pro-rated)	600	
Survey (20% affected)	1,700	
Total Engineering Cost	\$9,090	

Sincerely,

MICHAEL BAKER, JR., INC.

Ralph F. Trepal
Ralph F. Trepal, P.E.
Project Manager

Encl.

cc: Mr. John S. Prizner/PAT
RFT/cmm

Michael Baker, Jr., Inc.

Airport Office Park - Bldg. 3
420 Rouser Road
Coraopolis, PA 15108

(412) 269-6200

RECEIVED

ENG. & CONST. DIV.

OCT 31 1989

PORT AUTH. OF ALLEG. CO.

PORT AUTHORITY OF ALLEGHENY COUNTY
PAY ESTIMATE

CONTRACTOR: SHILOH INDUSTRIAL CONTRACTORS, PROJECT NO. PA-90-0157
103 Willow Drive
McMurry, PA. 15317

CONTRACT NAME: Railroad Station & Parking
Additions and Improvements
CONTRACT NO. EB-18R

PAY ESTIMATE NO. 08
From 7/1/91
To 8/4/91

CONTRACTOR:

I certify that this estimate is correct and in accordance with the Contract Documents.

Authorized Signature: [Signature] Title: VP Date: 9/9/91

ENGINEER:

I certify that I have verified this Pay Estimate and that to the best of my knowledge and belief it is a true and correct statement of work to be paid for in accordance with the Contract Documents.

Resident Engineer: [Signature] Date: 9-13-91
Project Manager: [Signature] Date: 9/13/91

APPROVED FOR PAYMENT:

[Signature] Date: 9-19-91

Procurement Department

[Signature] Date: 9/20/91

Project Engineer

[Signature] Date: 9/20/91

Program Manager

[Signature] Date: 9/23/91

Chief Engineer

[Signature] Date: 9/27/91

Director, Engineering & Construction

CONTRACT STATUS

	TOTAL CONTRACT	CURRENT ESTIMATE
1. ORIGINAL CONTRACT SUM	\$ 1,048,400.00	
2. PREVIOUS CHANGE ORDERS: NOS. _____ (+ -)		
3. NEW CHANGE ORDERS: No. 01 (+ -) No. _____ (+ -) No. _____ (+ -)	1,833.02	
4. CURRENT CONTRACT SUM	\$ 1,050,233.02	
5. TOTAL CURRENT EARNINGS	- 1,000,041.54	\$ 1,000,041.54
6. PREVIOUS EARNINGS (Line 5 of Prior Pay Estimate)		- 958,681.46
7. EARNINGS THIS ESTIMATE (Line 5 Minus Line 6)		41,360.08
8. NET TO COMPLETE (Line 4 Minus Line 6)		50,191.48
9. PREVIOUS REPENTION (Add Lines 9 and 10 of Prior Pay Estimate)	+ 47,934.09	
10. REPENTION THIS ESTIMATE	+ 2,068.00	- 2,068.00
11. BALANCE DUE ON CONTRACT (Line 8 Plus Lines 9 & 10)	\$ 100,193.57	
12. PAYMENT THIS ESTIMATE (Line 7 Minus Line 10)		\$ 39,292.08

CONTRACTOR: SHILOH INDUSTRIAL CONTRACTOR, INC.
103 Willow Drive
McMurray, PA 15317

CONTRACT TITLE: Roadway Station & Parking
Additions and Improvements
CONTRACT NO. EB-18 Rebid

From 7/1/91
To 8/4/91

Authorized quantities for this estimate include approved Change Order Nos.

Item No.	Bid	Quantity		Unit	Description	Quantity		Unit Price	Total Earned To Date
		Authorized				This Est.	To Date		
01	1			LS	Mobilization		100%	31,850.00	31,850.00
02	1			LS	Shelter - East Liberty	.88%	99.74	114,500.00	114,202.30
03	1			LS	" - Wilkinsburg	6.54	97.81	135,000.00	132,043.50
04	1			LS	Stairway - East Liberty	5.96	92.77	34,600.00	32,098.42
05	1			LS	Right - of - Way Fence	4.26	100.00	38,700.00	38,700.00
06	1			LS	Handrail - East Liberty			36,000.00	
07	1			LS	Handrail - Wilkinsburg	46.53	78.37	39,000.00	30,564.30
08	1			LS	Wall Facing - Wilkinsburg		100%	40,000.00	40,000.00
09	1	C.O.#1 -1,928.70		LS	Parking Lot No,3-E. Liberty		99.45 %	349,350.00	347,421.30
10	1			LS	Pavement Joints at Wall-E.Liberty		100%	12,000.00	12,000.00
11	1			LS	Repairs to Rock Fall Fence #3		100%	66,400.00	66,400.00
12	1			LS	Repairs to Rock Fall Fence #4		100%	35,000.00	35,000.00
13	1			LS	Drainage Improvements-Sta. 277 to 280	27.15	100%	45,000.00	45,000.00
14	1			LS	Drainage Improvements -Sta.324 to 329		100%	20,000.00	20,000.00
15	1	C.O.#1 + 3,761.72		LS	Roadway Improvements-Grant St.	39.04 %	107.38%	51,000.00	54,761.72

Totals This Sheet

\$1,000,041.54

BID ITEM NO.

PARTIAL PAYMENT ESTIMATE BACKUP DATA

JOURNAL BID PRICE

DATE 8/4/91

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	THIS PERIOD		TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
Clean Storm Sewer	230	Lin.ft	31.97	230	7,353.10	230	7,353.10
MPT During construction	1	Lot	1,097.70	25%	274.43	1	1,097.70
Excavation	60	Cu.yds	63.33			60	3,799.80
Sewer, 12" PVC	5	Lin.ft	100.00	5	500.00	5	500.00
Ductile Iron Pipe 12"	40	Lin.ft	62.50	20	1,250.00	40	2,500.00
Sewer 15" PE	140	Lin.ft	40.71			140	5,699.40
Sewer 15" VCP	30	Lin.ft	100.00			30	3,000.00
Sewer 18" RCCP	20	Lin.ft	130.00			20	2,600.00
C/P Drop Manhole	1	Ea	1,500.00	25%	375.00	1	1,500.00
Inlet	2	Ea	650.00		324.79	2	1,300.00
Manhole	1	Ea	6,200.00			1	6,200.00
Stench Casting	2	Ea	900.00	1	900.00	2	1,800.00
Top Soil, Seed Mulch	300	Sq.yds	4.00	50	200.00	300	1,200.00
Reinforcing Bars	200	Lbs.	6.25			200	1,250.00
Structural Concrete	10	Cu.yds	520.00	2	1,040.00	10	5,200.00
TOTAL					12,217.32		45,000.00

CALCULATIONS FOR PROGRESS PAYMENT APPLICATIONS

45,000.00

= 100%

45,000.00



PORT
AUTHORITY OF
ALLEGHENY
COUNTY
1964-1989

PROJECT FILE

May 31, 1990

Mr. Richard M. Cosentino, P.E.
Executive Director
The Pittsburgh Water and Sewer Authority
1103 Porter Building
601 Grant Street
Pittsburgh, PA 15219

Subject: East Busway
6th Ward, City of Pittsburgh
1989 Block Grant
UMTA Project No. PA-90-0157
Contract EB-18 - Roadway, Station and
Parking Additions and Improvements

Dear Mr. Cosentino:

Enclosed please find an original executed agreement pertaining to
the referenced project for your files.

If you have any questions, please call.

Very truly yours,

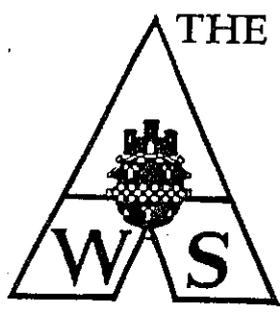

W. Thomas Pochatko
Project Engineer
Engineering & Construction Division

WTP/rau/1144A

Enclosure

cc: T. C. Hardy
R. F. Brecht
J. R. Walter
J. R. Starz
Project File, w/a

THE PITTSBURGH WATER AND SEWER AUTHORITY



December 6, 1989

Mr. James R. Walter, P.E.
Manager Busway/LTR Closeout
Engineering and Construction Division
Port Authority of Allegheny County
2235 Beaver Avenue
Pittsburgh, PA 15233

IN RE: CONTRACT EB-18, EAST
BUSWAY, 6TH WARD, CITY
OF PITTSBURGH

JM

Dear Mr. Walter:

Enclosed you will find three original agreements pertaining to the referenced project which will require execution by the Port Authority as designated.

After execution, please return one of the documents to this office.

If you have any questions or comments, call me.

Very truly yours,

RICHARD M. COSENTINO, P.E.
EXECUTIVE DIRECTOR

RMC:lb

ENCLOSURES

RECEIVED
ENG. & CONST. DIV
DEC 8 1989
PORT AUTH. OF ALLEG. CO.

AGREEMENT

MADE this 30 day MAY, 1989, 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, with its principal offices at 1103 Porter Building, Pittsburgh, Allegheny County, Pennsylvania, hereinafter called "PWSA", and PORT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal offices at Beaver and Island Avenues, Pittsburgh, Allegheny County, Pennsylvania, hereinafter called "Port Authority".

WITNESSETH:

WHEREAS, Port Authority is preparing contract EB-18 to perform construction improvements on the East Busway in the 6th Ward of the City of Pittsburgh (the "Project"); and

WHEREAS, the Project includes certain improvements to some PWSA sewers; and

WHEREAS, maintenance and repair of such sewers is the responsibility of PWSA; and

WHEREAS, PWSA and Port Authority have agreed that the most cost efficient method of constructing and modifying the sanitary and storm sewer system adjacent to the East Busway (the "Work") is to have the Work performed by the contractor who is engaged in the improvements pursuant to East Busway contract EB-18 (the "Contractor"); and

WHEREAS, PWSA has agreed to reimburse Port Authority for the actual Contractor cost of the Work in accordance with the terms, conditions and provisions hereinafter set forth.

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

1. Port Authority will, in accordance with competitive bidding requirements, cause the Work to be performed by the Contractor in accordance with working drawings and specifications as prepared by Port Authority (the "Plans").

2. Port Authority shall submit to PWSA for its review and approval two (2) sets of the Plans. Said review by PWSA shall be completed within thirty (30) days after receipt of the Plans. Within said thirty (30) day period, one (1) set of Plans shall be returned to Port Authority by PWSA marked

"Approved", "Approved as Noted" or "Rejected". If "Rejected", the parties shall meet and cooperate to resolve the issues to their satisfaction and thereafter the Plans shall be revised as agreed by the parties.

3. Port Authority agrees that changes in the PWSA work shall be subject to prior approval by PWSA or its agent, the City of Pittsburgh Department of Public Works. Port Authority shall submit all approved work directive changes to PWSA.

4. All Work performed and materials furnished by the Contractor for the Work shall conform to and be governed by the Plans.

5. Prior to making payment to Port Authority, PWSA shall have the right to inspect and approve all Work for which PWSA is to reimburse Port Authority; and Port Authority shall certify to PWSA that said Work has been performed in accordance with the approved Plans.

6. Port Authority, by agreement with the Contractor for the Work, shall require that the Contractor defend any and all suits, actions or claims brought against PWSA, its officers, agents, or employees for or on account of any injuries or damages alleged to have been caused by, through, or in connection with, the performance of the Work, whether due to the use of defective

13. The parties hereto shall fully obey and comply with all federal, state and local laws, ordinances, resolutions and administrative regulations which are or shall become applicable to the terms of this Agreement and any work performed hereunder.

14. This Agreement is entered into by PWSA pursuant to Resolution No. 107, adopted at a Regular Meeting of its Board held on November 17, 1989, and by Port Authority pursuant to its Board Meeting held on May 25, 1990

IN WITNESS WHEREOF, the parties hereto by the duly authorized officers have executed this Agreement as of the day and year first above written.

ATTEST:

Deane A. Laachner
Assistant Secretary

(Seal)

ATTEST

Levi L. Sermon
(Assistant) Secretary

(Seal)

PORT AUTHORITY OF ALLEGHENY
COUNTY

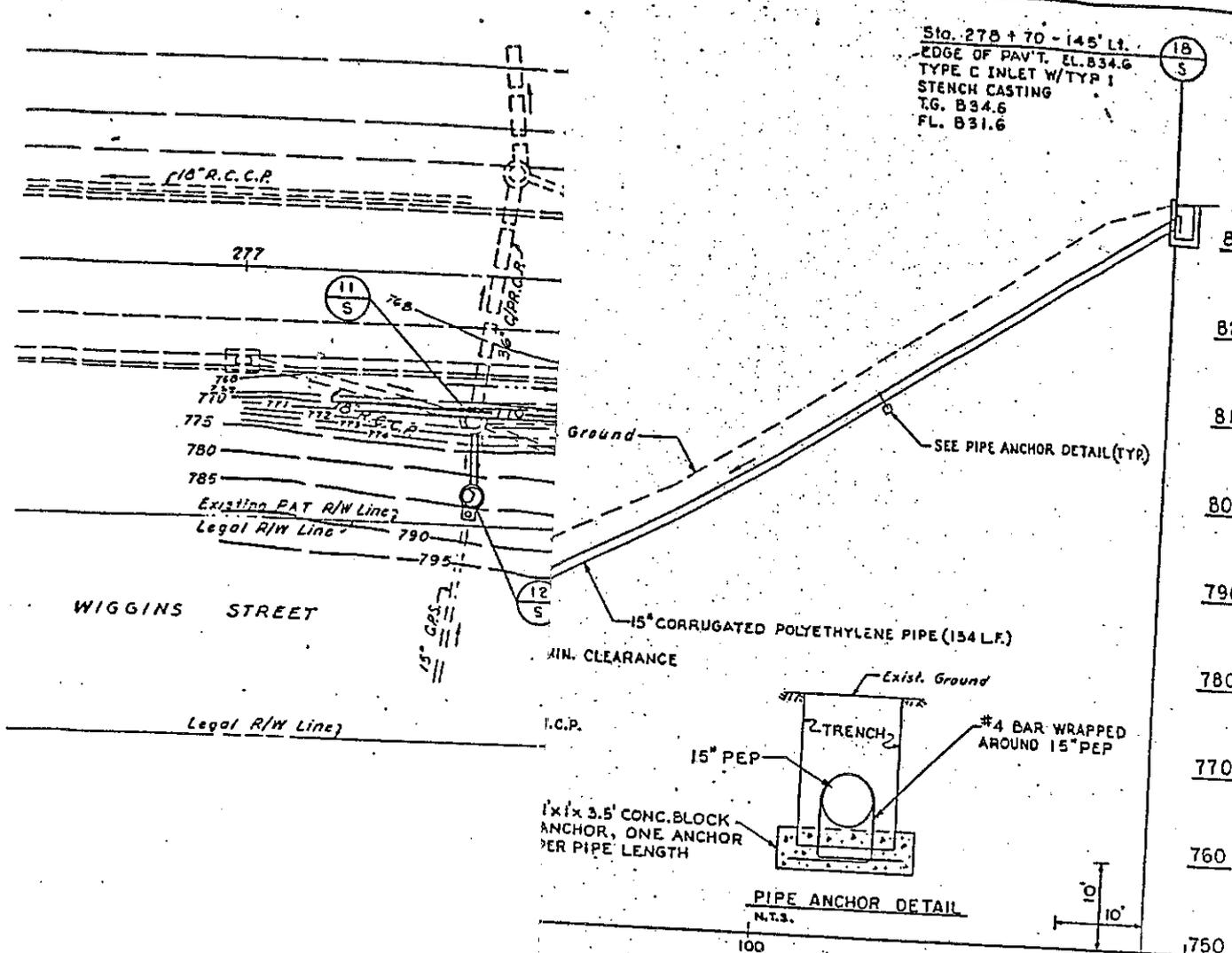
By: Richard M. [Signature]
Director, Department of
Engineering and Construction

THE PITTSBURGH WATER AND SEWER
AUTHORITY

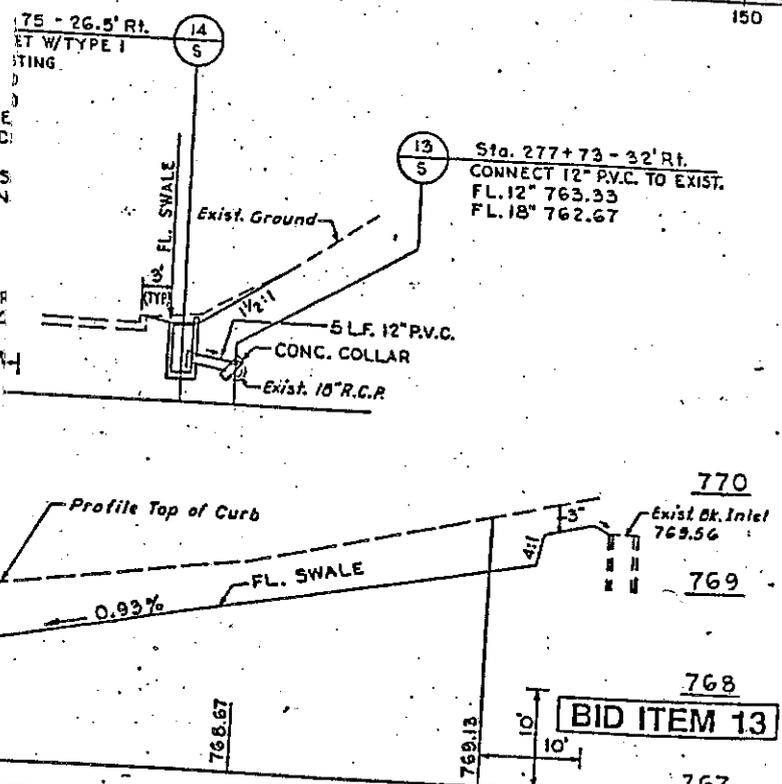
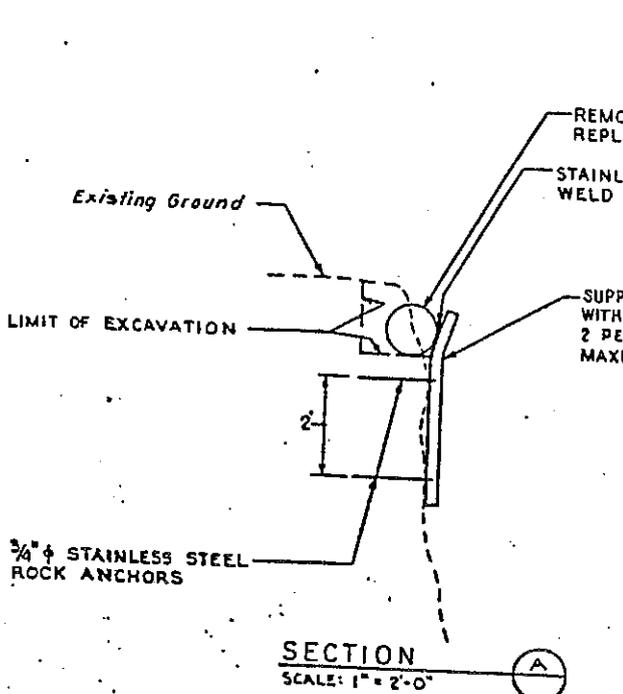
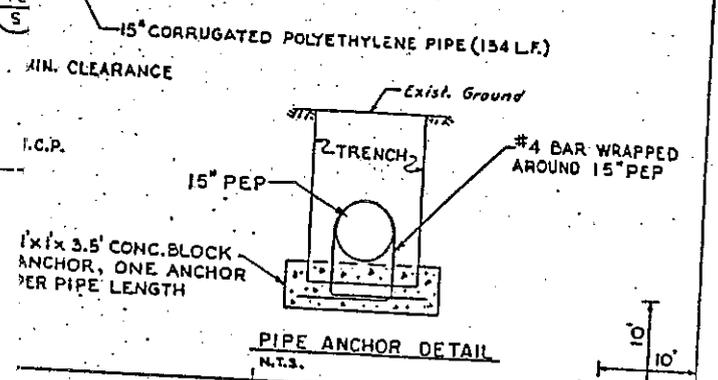
By: James C. Kelley
(Vice) Chairman

APPROVED AS TO FORM:

[Signature]
Solicitor, The Pittsburgh Water
and Sewer Authority



Sta. 278 + 70 - 145' Lt.
 EDGE OF PAV'T. EL. 834.6
 TYPE C INLET W/TYP I
 STENCH CASTING
 T.G. 834.6
 FL. 831.6



BID ITEM 13

DWG. NO.	REFERENCE

MICHAEL B. RAD CONSULTING BEAVER, PE 99/89	PORT AUTHORITY OF ALLEGHENY COUNTY PITTSBURGH EAST BUSWAY GRADING AND DRAINAGE REVISIONS STA. 277+00 TO STA. 280+00 MICHAEL BAKER JR. INC. CONSULTING ENGINEERS
--	--

COPY

ECWS-DRW-2027

CITY OF PITTSBURGH

TO: John N. Walluk, AICP DEPT.: Public Works
Director

FROM: Don Waldorf DEPT.: Engineering & Construction
Engineer Tech 3 Division of Water & Sewers

DATE: February 14, 1992

SUBJECT: PROCESS PAYMENT TO P.A.T. FOR CITY'S SHARE
ON WIGGINS ST. SEWER CONSTRUCTION.
AMOUNT TOTALING \$50,000.00

Please be advised that the proposed construction and reconstruction of existing City facilities by Port Authority of Allegheny County Contract No. EB18 for said work near and in Wiggins Street was inspected by myself in September 1991 and found to be constructed in accordance with previously approved drawings. This project is now complete and payment of the City share of \$50,000.00 as requested by Port Authority should be granted. Please process as soon as possible.

FR/DWB/DRW
FR/DWB/DRW/jfs

c: T. Matuszak/A. Sciulli/F. Reginella/D. Waldorf/ECWS File

ROUTING - REQUEST

COPY

ECWS-DRW-2027

Please

- READ
- HANDLE
- APPROVE

and

- FORWARD
- RETURN
- KEEP OR DISCARD
- REVIEW WITH ME

To Don Waldorf/D
Reyneman

As a courtesy,
correspondence to
Directors should
be thru me.

Date _____

From AS

P I T T S B U R G H

TO: John N. Walluk, AICP
Director

DEPT.: Public Works

FROM: Don Waldorf
Engineer Tech 3

DEPT.: Engineering & Construction
Division of Water & Sewers

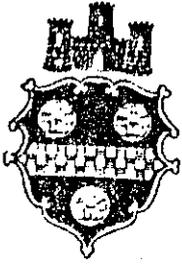
DATE: February 14, 1992

SUBJECT: PROCESS PAYMENT TO P.A.T. FOR CITY'S SHARE
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AMOUNT TOTALING \$50,000.00

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FR/DWB/DRW
FR/DWB/DRW/jfs

c: T. Matuszak/A. Sciulli/F. Reginella/D. Waldorf/ECWS File



City of Pittsburgh
Pennsylvania
 Department of Public Works

REFERRED *D. Waldorf*
 TO _____
 FOR _____
 FOLLOW-UP _____

March 17, 1992

Dawn Botsford, Director
 Pittsburgh Water & Sewer Authority
 Suite 700, Porter Building
 Pittsburgh, Pennsylvania 15219

Dear Director Botsford:

Please process the attached request for payment in the amount of \$50,000 to Port Authority of Allegheny County for the Wiggins Street/East Busway Sewer Construction.

Also attached are the following:

1. May 30, 1990 Agreement between PWSA and Port Authority.
2. Letter dated October 1, 1991 from Port Authority requesting a formal acceptance letter and reimbursement.
3. Copies of the contractor's approved payment request and a cost breakdown for the engineering cost.
4. A print of the as-built drawing.
5. Inspection report from Don Waldorf of Engineering and Construction authorizing and requesting payment.

If you have any questions regarding this matter or need any further information, please contact Terence Matuszak at 255-6773.

Respectfully,

John Walluk
 JOHN WALLUK, DIRECTOR
 ENGR. & CONSTR. DEPT. OF P.W.

JW-TM/lh

Attachments

cc: Director's Office
 Terence Matuszak
 Don Waldorf ✓
 File: PWSA

92 MAR 23 AID: 37

27
 RECEIVED

PROJECT FILE

PORT AUTHORITY OF ALLEGHENY COUNTY
PP
 PAY ESTIMATE

PAY ESTIMATE NO. 09

From 8/4/91

To 10/25/91

PROJECT NO. PA-90-0157

Roadway Station & Parking
 Additions and Improvements

CONTRACTOR:
 Shiloh Industrial Contractors, Inc.
 103 Willow Drive
 McMurray, PA 15317

CONTRACT NAME:

CONTRACT NO. EB-18-RESID

CONTRACTOR:
 I certify that this estimate is correct and in accordance with the Contract Documents.

Michael Conway
 Authorized Signature Title V.P. Date 12/9/91

ENGINEER:
 I certify that I have verified this Pay Estimate and that to the best of my knowledge and belief it is a true and correct statement of work to be paid for in accordance with the Contract Documents.

Richard H. DeBenedictis
 Resident Engineer Date 12-16-91
[Signature]
 Project Manager Date 12/16/91

APPROVED FOR PAYMENT:
Richard H. DeBenedictis Date 12-16-91
 Project Engineer
[Signature] Date 12/16/91
 Program Manager
[Signature] Date 12-17-91
 Chief Engineer
[Signature] Date 12/17/91
 Director, Engineering & Construction

CONTRACT STATUS

	TOTAL CONTRACT	CURRENT ESTIMATE
1. ORIGINAL CONTRACT SUM	\$1,048,400.00	
2. PREVIOUS CHANGE ORDERS: NOS. 001 (+ -)	1,833.02	
3. NEW CHANGE ORDERS: No. 002 (+ -) No. (+ -) No. (+ -)	25,313.79	
4. CURRENT CONTRACT SUM	\$ 1,075,546.81	
5. TOTAL CURRENT EARNINGS	- 1,075,546.81	\$ 1,075,546.8
6. PREVIOUS EARNINGS (Line 5 of Prior Pay Estimate)		- 1,000,041.5
7. EARNINGS THIS ESTIMATE (Line 6 Minus Line 6)	0	75,505.2
8. NET TO COMPLETE (Line 4 Minus Line 6)		
9. PREVIOUS RETENTION (Add Lines 9 and 10 of Prior Pay Estimate)	+ 50,002.09	
10. RETENTION THIS ESTIMATE	+ 3,775.26	3,775.26
11. BALANCE DUE ON CONTRACT (Line 8 Plus Lines 9 & 10)	\$ 53,777.35	
12. PAYMENT THIS ESTIMATE (Line 7 Minus Line 10)		\$ 71,730.0

PORT AUTHORITY OF ALLEGHENY COUNTY

ESTIMATE NO. 119
8/4/91

PROJECT NO. PA-90-0157

CONTRACT TITLE: Roadway Station & Parking Additions and Improvements To 10/25/91
CONTRACT NO. EB-18 Rebid.

SHILOH INDUSTRIAL CONTRACTOR, INC.
103 Willow Drive
McMurray, PA 15317

Authorized quantities for this estimate include approved Change Order Nos. 001, 002 & 003

Item No.	Quantity		Unit	Description	This Est.	To Date	Unit Price	Total Earned To Date
	Bid	Authorized						
01	1		LS	Mobilization		100%	31,850.00	31,850.00
02	1	C.O.#2 + 19,490.00	LS	Shelter - East Liberty		117.02%	114,500.00	133,990.00
03	1	C.O.#2 + 3,766.43	LS	" - Wilkinsburg		102.79%	135,000.00	138,766.43
04	1	C.O.#2 + 1,598.81	LS	Stairway - East Liberty		104.62%	34,600.00	36,198.81
05	1		LS	Right - of - Way Fence		100%	38,700.00	38,700.00
06	1		LS	Handrail - East Liberty		100%	36,000.00	36,000.00
07	1		LS	Handrail - Wilkinsburg		100%	39,000.00	39,000.00
08	1		LS	Wall Facing - Wilkinsburg		100%	40,000.00	40,000.00
09	1	C.O.#1 - 1,928.00 C.O.#2 + 458.85	LS	Parking Lot No. 3-E. Liberty		99.58%	349,350.00	347,879.85
10	1		LS	Pavement Joints at Wall-E.Liberty		100%	12,000.00	12,000.00
11	1		LS	Repairs to Rock Fall Fence #3		100%	66,400.00	66,400.00
12	1		LS	Repairs to Rock Fall Fence #4		100%	35,000.00	35,000.00
13	1		LS	Drainage Improvements-Sta. 277 to 280		100%	45,000.00	45,000.00
14	1		LS	Drainage Improvements -Sta. 324 to 329		100%	20,000.00	20,000.00
15	1	C.O.#1+3,761.77	LS	Roadway Improvements-Grant St.		107.38%	51,000.00	54,761.77
							Totals This Sheet	1,075,546.8

DATE 10/25/91
TOTAL BID PRICE 45,000.00

PARTIAL PAYMENT ESTIMATE BACKUP DATA

BID ITEM NO. 13-Drain Improve Sta. 277 to 280

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	THIS PERIOD		TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
Clean Storm Sewer	230	Lin.ft	31.97			230	7,353.11
MPT During construction	1	Lot	1,097.70			1	1,097.71
Excavation	60	Cu.yds	63.33			60	3,799.80
Sewer, 12" PVC	5	Lin.ft	100.00			5	500.00
Ductile Iron Pipe 12"	40	Lin.ft	62.50			40	2,500.00
Sewer 15" PE	140	Lin.ft	40.71			140	5,699.40
Sewer 15" VCP	30	Lin.ft	100.00			30	3,000.00
Sewer 18" RCCP	20	Lin.ft	130.00			20	2,600.00
C/P Drop Manhole	1	Ea	1,500.00			1	1,500.00
Inlet	2	Ea	650.00			2	1,300.00
Manhole	1	Ea	6,200.00			1	6,200.00
Stench Casting	2	Ea	900.00			2	1,800.00
Top Soil, Seed Mulch	300	Sq.yds	4.00			300	1,200.00
Reinforcing Bars	200	Lbs.	6.25			200	1,250.00
Structural Concrete	10	Cu.yds	520.00			10	5,200.00
16" Ductile Iron Pipe						100%	6,800.00
TOTAL							45,000.00
				CALCULATIONS FOR PROGRESS PAYMENT APPLICATIONS		45,000.00 = 100% 45,000.00	

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AGREEMENT NO. 110040
F.I.D. NO. 25-730-607K

AGREEMENT

MADE and entered into this 19 day of October 1987, by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation, hereinafter called the DEPARTMENT, and the City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania, acting through its Director of Engineering and Construction, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT as part of its Highway Improvement Program is engaged in the design and construction of Federal Aid Interstate Routes 279 and 579, which will be situated in the City of Pittsburgh between downtown Pittsburgh and the boundary between the City of Pittsburgh and Ross Township; and

WHEREAS, the Interstate Highway System in Pittsburgh includes four expressway segments remaining to be constructed—known locally as the Crosstown Boulevard, the Northshore Expressway including the East Street Interchange, the East Street Valley Expressway, and the North Hills Expressway; and

WHEREAS the limits of each section and Legislative Route within the City of Pittsburgh are as follows:

- (a) Crosstown Boulevard, Interstate Route 579, Legislative Route 1026 Sections 3B and 3C, begins with continuing the existing Crosstown Boulevard, I-579, from its present terminus in the vicinity of Seventh Avenue and extends north across the Allegheny River to the proposed East Street Interchange;

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(b) North Shore Expressway, Interstate Route 279, Legislative Route 1021 Sections 1B and 1D, extends from the Fort Duquesne Bridge and Ohio River Boulevard Extension, Legislative Route 1039 Spur, easterly along a viaduct above Relocated Lacock Street to an interchange with Crosstown Boulevard in the area of East Street and East Ohio Street;

(c) East Street Interchange, Interstate Route 279, Legislative Route 1021 Sections 2A and 2D and Legislative Route 1040 Sections 2 and 3, will connect the Crosstown Boulevard, Legislative Route 1026 Section 4 with East Ohio Street, the East Street Valley Expressway, and the North Shore Expressway and extend northward along East Street to Murat Way;

(d) East Street Valley Expressway, Interstate Route 279, Legislative Route 1021 Sections 3A, 3B, 3C, and 3D begins at Murat Way and East Street and extends to a northern terminus approximately 1700 feet north of McKnight Road;

(e) North Hills Expressway, Interstate Route 279, Legislative Route 1021 Sections 4, 5, and 6 begins approximately 1700 feet north of McKnight Road and extends to its northern terminus which is the existing interchange between the proposed Interstate Route 279 and Interstate Route 79.

(f) Incorporated into the design is a High Occupancy Vehicle (HOV) System in the expressway median that will have reversible lanes and have access to I-579/I-279 from the Civic Arena area (L.R. 1026 Section 3B), Anderson Street (L.R. 1021 Section 2A), Stadium Area and LR1021 Southbound (L.R. 1021 Section 1B), and from McKnight Road (L.R. 1021 Section 3D) and Perrysville Avenue (L.R. 1021 Section 4); and

WHEREAS, the I-279/I-579 Project is in the public interest and will be beneficial and advantageous to the CITY in that it will facilitate the expeditious and effective movement of goods and the riding public by reducing travel time and

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improving the quality and reliability of the highway system into and out of the CITY; and

WHEREAS, the Project will require reconstruction and improvement of certain CITY owned and maintained sewer and water lines, streets, sidewalks, lighting facilities, and traffic control devices; and

WHEREAS, the DEPARTMENT will be responsible for the design and construction of the I-279/I-579 Project, and all plans and specifications for the Project will be prepared by the DEPARTMENT and its consultants; and

WHEREAS, the DEPARTMENT at its cost and expense will provide for all construction management, engineering and inspection services necessary to construct the Project; and

WHEREAS, the DEPARTMENT will not require that the CITY participate in the funding of the Project as a contributing project sponsor except where specifically stated hereinafter; and

WHEREAS, the CITY desires to cooperate with the DEPARTMENT in the construction of I-279/I-579, its ramps, traffic interchanges and appurtenances, within the limits of the City of Pittsburgh, by providing necessary approvals of plans and specifications for CITY owned or to be owned facilities and by adopting the final plans and specifications of the DEPARTMENT by passage of an ordinance authorizing revisions and changes to CITY facilities that are shown in the plans and specifications, such facilities to remain CITY owned and maintained unless specifically identified herein as a facility to be DEPARTMENT owned and/or

maintained, the aforementioned plans, specifications and ordinances are to be incorporated into this agreement by reference as if physically attached hereto.

NOW, THEREFORE, for and in consideration of the benefits to accrue to the CITY as well as diverse other considerations affecting the public welfare which the parties hereto seek to advance and of the covenants and agreements hereinafter set forth, the DEPARTMENT and CITY, intending to be legally bound, agree as follows:

I. GENERAL PROVISIONS

A. Conveyance of City-Owned Land to the Department

At the request of the DEPARTMENT and upon the CITY and the DEPARTMENT reaching agreement as to a purchase price, or after the purchase price has been determined by eminent domain, the CITY shall convey its interest in any City owned property, not a public way, necessary for the construction of the I-279/I-579 Project. The CITY will grant to the DEPARTMENT a Right of Entry on CITY owned property not in public use while the parties determine a mutually agreeable price or while the purchase price is being determined under eminent domain proceedings. All conveyances and Rights of Entry shall be granted subject to the CITY obtaining the necessary legislative approvals.

B. Conveyance of Department Owned Land to City

The DEPARTMENT will, with respect to those lands hereinafter designated for reuse as streets, roads, bridges, alleys or sidewalks that are affected by the I-279/I-579 Project, dedicate such land and facilities to public use to the CITY, free of charge.

Replacement recreational land is to be furnished by the DEPARTMENT to the CITY south of St. Boniface Church in the vicinity of the intersection of East

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Street Valley Service Road and Relocated Royal Street. Such replacement land shall be furnished by the DEPARTMENT at no cost to the CITY. The land shall have an area and be graded to satisfy the requirements specified in the Memorandum of Understanding dated July 9, 1975 included in the Final Environmental/Section 4(f) Statement for LR 1021 Section 3. Acceptance by the CITY of all dedicated and/or replacement land is subject to the CITY obtaining the necessary legislative approvals.

C. Street Vacations, Rights of Access, Temporary and Permanent Easements

The CITY, upon DEPARTMENT request shall accomplish or cause to be accomplished the vacating of all streets, roads, alleys, easements, rights-of-way or other public ways to be eliminated in preparing the I-279/I-579 Project area for its use as shown in the Project plans and specifications, which plans and specifications are incorporated herein by reference, and the CITY shall take all necessary actions to approve said vacations in so far as it has a legal right to do so. Said vacations shall be at no expense to the DEPARTMENT.

The CITY shall, in approving the vacation of streets, roads, alleys, easements, rights-of-way or other public ways, insofar as it has a legal right to do so and subject to the reservation by the CITY of any necessary easements, convey or cause to be conveyed to the DEPARTMENT, without any cost, any and all land and interest in land owned by the CITY under such streets, roads, alleys, easements, rights-of-way or other public ways that are required for the I-279/I-579 Project. Conveyance of such land shall be made within a reasonable time after request by the DEPARTMENT to facilitate carrying out the Project plan.

Where construction of streets, roads, bridges, alleys, sidewalks and other public ways is required upon CITY owned properties, the CITY at no cost or expense to the DEPARTMENT grants to the DEPARTMENT the right and privilege

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to enter and construct said streets, roads, bridges, alleys, sidewalks and other public ways in accordance with the Project plans and specifications.

The CITY shall, upon DEPARTMENT request, accomplish or cause to be accomplished the granting of all curb cuts for the Project and the granting of all surface, subsurface and aerial easements and/or encroachments necessary for pier footings, traffic lights, direction signs, highway lighting, temporary signs or other requirements during construction of the Project. Said easements and/or encroachments for pier footings, traffic lights, direction signs, highway lighting, temporary signs or other requirements during construction shall be granted at no cost or expense to the DEPARTMENT.

The DEPARTMENT shall, with respect to those lands in the Project that lie within the limited access right-of-way and are designated for use as streets, roads, bridges, alleys, sidewalks or other public ways by the Project plan, dedicate such land, within the limited access right-of-way, to public use and other public purposes and shall convey to the CITY, free of any charge, any land so dedicated. All easements, rights-of-way or encroachments requested by the DEPARTMENT shall be granted subject to the CITY obtaining the necessary legislative approvals. Acceptance by the CITY of all dedicated land is subject to the CITY obtaining the necessary legislative approvals.

D. Adjustments to City-Owned Utilities

The CITY, at no cost or expense to the CITY, grants to the DEPARTMENT the right to make adjustments to CITY owned and maintained utilities, which adjustments are required for construction of the I-279/I-579 Project. The DEPARTMENT at its cost and expense and with CITY approval, will remove and reconstruct at other suitable locations all CITY owned and maintained street lighting, water and sewer facilities which are required to be relocated in accordance with the Project plan. The reconstructed facilities of the CITY shall

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perform the functions and serve the CITY in the same manner as do the affected facilities to be removed and relocated. Combined sewers that carry both storm flow and sanitary flow will be separated by diversion chambers as indicated on the plans. All sanitary flow will be directed to treatment facilities as approved by the Pennsylvania Department of Environmental Resources (PennDER). All adjustments to CITY owned and maintained utilities shall be approved by the CITY in advance of construction.

E. Repair of City-Owned Facilities

The DEPARTMENT shall cause its contractor to repair and replace, at no expense to the CITY, street and road pavement, sidewalk, curb, signage, traffic control facilities, lighting, utility and other facilities owned by the CITY where they are damaged by the DEPARTMENT's contractors.

F. Facilities to be Conveyed to the City

The DEPARTMENT will reconstruct or relocate as part of the I-279/I-579 Project those facilities which require adjustment or replacement due to the I-279/I-579 construction and hereinafter identified, including but not limited to: roadways, bridges, sidewalks, and sign facilities, ownership of which will be conveyed to the CITY. Upon conveyance of such facilities to the CITY, the CITY shall be responsible for all operations, maintenance and rehabilitation/replacement of said facilities at no cost to the DEPARTMENT.

The DEPARTMENT shall prepare at its cost and expense and the CITY shall process and submit at its cost and expense, including any fees required, any and all applications for permits or licenses required by State, Federal or other governmental agencies for construction or operation of facilities owned by or to be conveyed to the CITY in conjunction with the I-279/I-579 Project.

G. Betterments

The CITY shall reimburse the DEPARTMENT for construction costs incurred to produce "betterments" of or to CITY facilities as stipulated herein. The DEPARTMENT at its discretion and upon request by the CITY may effect betterments to CITY owned facilities. "Betterment" shall mean and include any improvement of a facility being replaced, relocated, or adjusted made solely for the benefit of and at the election of the CITY and for having a greater capacity than the facility affected by the I-279/I-579 Project wherein the CITY requests the DEPARTMENT in writing to utilize materials in making said improvement, which must be purchased at a cost which exceeds the price of materials originally contracted for between the DEPARTMENT and its contractors. The betterment cost will be determined by the difference in price of the betterment less the price of the facility if not constructed as a betterment. An example would be the CITY requests installation of granite block sidewalk instead of cement concrete sidewalk. The cost of the betterment would be the difference in the unit price per square yard bid for granite block and cement concrete sidewalk. Following the completion of the construction of the section containing the betterment, the CITY will reimburse the DEPARTMENT within 30 days following receipt and approval by the Controllers Office of CITY of an invoice from the DEPARTMENT for the betterment cost incurred.

H. Inspection of Facilities

If during or after construction the CITY desires to inspect facilities intended for CITY ownership, said inspections shall be conducted at the same time the DEPARTMENT conducts its inspections. The DEPARTMENT shall give the CITY at least three days notice prior to the start of construction of the CITY facility and the CITY shall have the right to have its representative inspect facilities to be owned and maintained by the CITY. Conditions of poor

workmanship and defective material will be resolved by the DEPARTMENT with its Contractor to the CITY's satisfaction. All communications regarding the Project shall be between the CITY and the DEPARTMENT only, and not directly between the CITY and the DEPARTMENT's Contractor unless specifically approved in writing by the DEPARTMENT.

I. Existing Maintenance Responsibilities

It is understood and agreed that this Agreement shall in no way alter or affect existing maintenance responsibilities for any streets, roads, alleys, sidewalks, vehicular bridges, pedestrian bridges, sewer and water facilities or other public ways, except as specifically stated to the contrary herein.

J. Sewage and Drainage Water

The CITY agrees to accept and to convey in its sewerage system, at no expense to the DEPARTMENT, sewage and drainage water delivered to its system through taps and connections described in the construction contract plans and specifications approved by the CITY and listed herein.

K. Provision of Project Plans

The DEPARTMENT shall provide the CITY with all plans and specifications for the I-279/I-579 Project as prepared by the DEPARTMENT and their consultants which are relevant to this Agreement. Said Project plans and specifications shall be subject to comments or approval by the CITY within ten (10) working days following receipt by the CITY of the plans and specifications. The CITY will indicate either its approval or its comments by sending a letter of approval to the DEPARTMENT covering the facilities to be owned and maintained by the CITY within the ten (10) working day period. Failure by the CITY to respond within the time period shall be deemed to be an approval of said plans and specifications.

L. Traffic Maintenance

The DEPARTMENT shall construct, install, operate and maintain at no cost to the CITY temporary traffic maintenance and control facilities, including streets, roads, sidewalks, pedestrian ways, lighting, barricades, signs, pavement markings, traffic signals, and related appurtenances, for the purpose of maintaining traffic in accordance with plans approved by the CITY. All such temporary traffic maintenance and control facilities located on CITY property shall be removed by the DEPARTMENT when said facilities are no longer needed unless specifically stated to the contrary herein.

The CITY shall provide normal police protection on temporary streets and roads while in use during construction at no cost to the DEPARTMENT or its contractors. Special police protection and manual traffic control shall be provided by the DEPARTMENT or its contractors in accordance with plans approved by the CITY.

The Agreement between the parties hereto regarding the removal, installation, operation and maintenance of permanent traffic signals and signs will be described in one or more separate agreements which are subject to review and approval by CITY.

M. Shutoffs of CITY Utilities

All shutoffs or interruptions of CITY-owned utility services shall be fully under the control of the appropriate CITY department and shall be made at no cost to the DEPARTMENT. No valves constituting part of a CITY utility shall be operated except by authorized CITY employees. Except for emergencies all shutdowns of CITY utilities shall be scheduled by the DEPARTMENT and coordinated with the CITY in advance of the time of shutdown. The CITY shall cooperate with the DEPARTMENT and its contractors to effect the desired scheduled shutdowns. In emergencies, the CITY shall effect utility shutdowns and

repairs in a timely manner as required to minimize damage to property that may be caused by the emergency situation.

N. Waterlines and Sanitary Sewers

All waterline and sanitary sewer relocations and reconstruction shall be constructed at no cost to the CITY by the DEPARTMENT. The CITY shall maintain the relocated and reconstructed waterlines and sanitary sewers upon their acceptance at no cost to the DEPARTMENT.

O. Maintenance Jurisdiction

It is agreed by the parties hereto that maintenance of facilities shall be performed by each party at their cost in accordance with the definition of "ownership" as described under Section II "SPECIFIC PROVISIONS BY LR CONTRACTS" except as hereinafter described. Nothing herein shall supersede the State Highway Law or the Limited Access Highway Law.

Where CITY streets cross over the Project on bridges, the CITY shall maintain the entire bridge structure including its substructure unless specifically stated to the contrary herein.

Where the Project crosses over CITY streets, the DEPARTMENT shall maintain the entire bridge structure including its substructure. Understructure lighting shall be maintained by the CITY.

All permanent barricades constructed to close CITY streets, roads, bridges, alleys, sidewalks or other public ways or recreational land and facilities at the limits of the Project shall be maintained by the CITY.

Parks or other improved areas constructed as part of the Project shall be maintained by the CITY.

The DEPARTMENT shall furnish to the CITY contract bid plans and 3 mil thick reproducible photographic mylar "as-built" plans for those areas and facilities for which the CITY is to have maintenance responsibility. The DEPARTMENT shall also furnish to the CITY final and revised right-of-way plans.

P. Inclusion of Contract Documents in Agreement

The documents describing all or part of the following contracts to be entered into by the Department to effect construction of sections of the I-279/I-579 Project which lie in the City of Pittsburgh will by reference become part of this Agreement:

1. Interstate Route 579:
 - a. LR 1026 Section 3B - Crosstown Boulevard
 - b. LR 1026 Section 3C - Crosstown Boulevard
2. Interstate Route 279:
 - c. LR 1021 Section 1D - North Shore Expressway
 - d. LR 1021 Section 1B - North Shore Expressway
 - e. LR 1021 Section 2A - East Street Interchange
 - f. LR 1021 Section 2D - East Street Interchange
 - g. LR 1040 Section 3 - River Avenue Connector
 - h. LR 1040 Section 2 - East Ohio Street Connector
 - i. LR 1021 Section 3A - East Street Valley Service Road
 - j. LR 1021 Section 3B - East Street Valley Service Road
 - k. LR 1021 Section 3C - East Street Valley Expressway
 - l. LR 1021 Section 3D - East Street Valley Expressway
 - m. LR 1021 Section 4 - North Hills Expressway

Maintenance responsibility limits will be governed by "as-built" plans.

II. SPECIFIC PROVISIONS BY L.R. CONTRACTS.

A. LR 1026 Section 3B - Crosstown Boulevard - I-579

1. Project Description (See Exhibit A)

This section of Crosstown Boulevard, Interstate Route 579, will be extended from its current northern terminus near Seventh Avenue to a new bridge across the Allegheny River.

The LR 1026 roadway, (I-579) will pass beneath the westbound roadway of Bigelow Boulevard to an elevated section passing over the East Busway, the LRT and Conrail and Amtrak tracks, the train sheds associated with the Pennsylvania Railroad Station building, Liberty Avenue, the Buncher Building, Penn Avenue, Mulberry Way, and Smallman Street to Pier No. 4S where the viaduct joins the new river crossing that is to be constructed in LR 1026 Section 3C. Both the Buncher Building and Pennsylvania Station train sheds require alteration to accommodate the new elevated roadway.

An HOV reversible lane will begin at the intersection of Bedford Avenue and Auditorium Place near the Civic Arena and rise over Bigelow Boulevard, remaining elevated between the northbound and southbound LR 1026 roadways to Pier No. 4S on the river crossing.

Westbound Bigelow Boulevard is being relocated vertically and a portion of westbound Bedford Avenue is being relocated between the existing Bedford Avenue bridge and Seventh Avenue. The existing Bedford Avenue bridge will be modified to include a sidewalk.

2. Aerial Easements

The CITY will grant to the DEPARTMENT aerial easements as defined on the Right-of-Way Plans known as LR 1026 Section 3A R/W at the following locations:

- o Smallman Street;
- o Mulberry Way;
- o Penn Avenue;
- o Liberty Avenue;

3. Below Surface Easements

The CITY will grant to the DEPARTMENT below surface easements for footings, drainage facilities and sewers as defined on the construction plans where they encroach upon the CITY rights-of-way at the following locations:

- o Smallman Street for an 18-inch storm drain;
- o Mulberry Way for an 18-inch storm drain;
- o Penn Avenue for viaduct footings, 10-inch lateral drains from downspouts, and an 18-inch storm drain;
- o Liberty Avenue for viaduct footings and an 18-inch combined sewer;
- o Bedford Avenue EB and WB for permanent sign footings;
- o Webster Avenue for permanent sign footings;
- o Washington Place for permanent sign footings;

4. Sewer Connections

- o Storm drainage flow beginning on the viaduct in the vicinity of the south bank of the Allegheny River including scupper downspouts to its connection with the 18-inch storm sewer in the west side of Penn Avenue will be constructed and owned by the DEPARTMENT.
- o Storm sewers and combined sewers within Penn Avenue including the manhole that will connect to the 18-inch storm sewer described above will be constructed by the DEPARTMENT and will be owned by the CITY.
- o Scupper downspouts and lateral connections for Piers NB-10S, HOV 10-S, SB 10-S, J 10-S and 18-inch storm drain to its connection with an existing CITY owned combined sewer in

Liberty Avenue will be constructed and owned by the DEPARTMENT. The manhole that connects to the CITY owned combined sewer will be owned by the CITY.

- o Storm drainage starting from the abutment on Bigelow Boulevard (LR 228) starting WB known as Abutment BB1-S to its connection to the existing CITY owned sewer 24-inch sewer in the vicinity of Ramp J Station 538+00+ will be constructed and owned by the DEPARTMENT. This will include all scupper downspouts, drainage inlets and their connections from; Ramp K, Ramp B, LR 1026 NB, HOV Lane, LR 1026 SB, LR 228 WB & Ramp J within this area. The manhole constructed on the existing CITY owned sewers that connect the aforementioned drainage will be constructed by the DEPARTMENT and be owned by the CITY.
- o Storm drainage starting at an inlet in LR 1026 NB in the vicinity of Station 636+00+ to an inlet in LR 1026 NB in the vicinity of Station 640+00+ and connecting to the existing CITY owned sewer near the Webster Avenue Bridge will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting in LR 1026 SB in the vicinity of Station 635+00+ the storm sewer connectives from Ramp C to its connection with an existing 18-inch storm sewer in the vicinity of Ramp C Station 841+00+ will be constructed and maintained by the DEPARTMENT.
- o Storm drainage starting on Relocated Bedford Avenue WB in the vicinity of Station 17+00+ and connecting storm drainage on LR 228 WB in the vicinity of Station 742+00 will be constructed by the DEPARTMENT and owned by the CITY.

- o Storm drainage starting on LR 228 WB in the vicinity of Station 740+00+ and extending to LR 228 WB in the vicinity of Station 742+00+ and connecting to an existing CITY combined sewer in the vicinity of Ramp J Station 539+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting on Relocated Bedford Avenue WB in the vicinity of Station 18+70+, including connecting drainage also on Relocated Bedford Avenue, extending to an existing 18-inch sewer crossing Ramp D will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage at the intersection of Bedford Avenue WB and the HOV lane will be constructed by the DEPARTMENT and owned by the CITY.

5. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY Reconstructed Bedford Avenue Westbound, including all storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof.

6. Roadway Lighting

The DEPARTMENT will install and convey to the CITY roadway lighting as defined on the construction plans at the locations listed below:

- o Bigelow Boulevard WB;
- o Ramp C;
- o Bedford Avenue WB.

B. LR 1026 Section 3C - Crosstown Boulevard - I-579.

1. Project Description (See Exhibit A)

This section of Crosstown Boulevard, Interstate Route 579, is a new bridge across the Allegheny River. The river bridge will extend from Pier No. 4S, where it joins the viaduct of LR 1026, Section 3B, and extend north across the Allegheny River to Pier No. 1S in the vicinity of the East Street Interchange. The river bridge is a three span steel bridge with 3 lanes in each direction and a reversible HOV lane between the northbound and southbound roadways.

2. Requirements

All of the items in this section will be constructed and owned by the DEPARTMENT. Should there be any requirements for agreement between the parties in the future this Agreement will be amended to cover those changes.

C. LR 1021 Section 1D - North Shore Expressway - I-279.

1. Project Description (See Exhibit B)

This section of the North Shore Expressway, Interstate Route 279, is a double deck viaduct which will extend LR 1021 from existing Fort Duquesne Bridge easterly to Bent No. 12 where it joins the viaduct that is constructed under LR 1021 Section 1B. The viaduct is a steel, two level, structure with each deck having two lanes for traffic. LR 1021 Northbound is on the upper level while the lower level carries LR 1021 Southbound traffic. The viaduct traverses the Three River Stadium parking lot within the Stadium complex.

2. Aerial Easements

The CITY will grant to the DEPARTMENT aerial easements as defined on the Right-of-Way Plans known as LR 1021 Section 1D R/W and LR 1021 Section 1C R/W at the Three Rivers Stadium parking area.

3. Below Surface Easements

The CITY will grant to the DEPARTMENT below surface easements for sewers and drainage facilities as defined on the construction plans where they encroach upon the CITY right-of-way in the Three River Stadium parking lot at Bent numbers 5,6,7,8,9,10,11 and 12.

4. Sewer Connections

The DEPARTMENT will construct and own the scupper and downspout storm drainage connection at the following locations:

- o Bent No. 5 from the Bent to the connection to the existing 18-inch CITY sewer and manhole in the vicinity of Station 1062+00+ Right.
- o Bent No. 6 from the Bent to the connection to the existing 18-inch CITY sewer and manhole in the vicinity of Station 1063+30+.
- o Bent No. 7 from the Bent to the connection to the existing 18-inch CITY sewer and manhole in the vicinity of Station 1063+30+.
- o Bent No. 8 from the Bent to the storm drainage at Bent No. 7.
- o Bent No. 9 from the Bent to the strom drainage at Bent No. 10.
- o Bent No. 10 from the Bent to the CITY drainage inlet in the vicinity of Station 1068+00+ Right.
- o Bent No. 11 from the Bent to the CITY drainage inlet in the vicinity of Station 1068+00+ Right.

- o Bent No. 12 from the Bent to the City's 24-inch sewer and manhole at the intersection of Relocated Reedsdale Street and Stadium Drive East.

NOTE: The above mentioned Aerial and Below Surface Easements have been secured by a prior Agreement between the DEPARTMENT and the Stadium Authority.

5. Parking Lot Lighting

The DEPARTMENT will alter the light pole owned by the CITY at Station 1060+90+ LR 1021 SB, Right to fit under the viaduct.

D. LR 1021 Section 1B - North Shore Expressway - I-279.

1. Project Description (See Exhibit B)

This section of the North Shore Expressway, Interstate Route 279, extends from the Fort Duquesne Bridge Extension, LR 1021 Section 1D, and the Ohio River Boulevard Extension, LR 1039 Spur, and consists of a viaduct above Relocated Lacock Street to just beyond Anderson Street where it will join the East Street Interchange, LR 1021 Section 2A. The section will have a reversible HOV lane, between the northbound and southbound lanes of LR 1021, which accesses Three Rivers Stadium at the intersection with Stadium Drive East and Relocated Lacock Street. The Ohio River Boulevard Connection, LR 1039 Spur, crosses over relocated Scotland Avenue and joins LR 1021 as it moves eastward. The eastbound LR 1039 lanes continue eastward as northbound LR 1021. The southbound LR 1021 roadway separates into the westbound LR 1039 Spur lanes and the southbound LR 1021 lanes, which pass under the LR 1021 northbound lanes to form the double deck structure that meets LR 1021 Section 1D.

The LR 1021 viaduct crosses over Anderson Street, Sandusky Street, Federal Street, and Stadium Drive East where the HOV Lane touches down at the western terminus of Relocated Lacock Street.

2. Aerial Easements

The CITY will grant to the DEPARTMENT aerial easements as defined on the Right-of-Way Plans known as LR 1021 Section 1B R/W and LR 1039 Section Spur R/W at the following locations:

- o Relocated Scotland Avenue.
- o Reedsdale Street
- o Stadium Drive East
- o Federal Street
- o Sandusky Street
- o Anderson Street
- o Clark Candy Co. Bypass

3. Relocated Lacock Street Easement

The DEPARTMENT will grant to the CITY an easement under the viaduct of LR 1021 and within the Limited Access right-of-way for the Legal right-of-way of Relocated Lacock Street. The below surface requirements for the DEPARTMENT'S pier footings, sign footings, and drainage pipe shall be reserved within these easements.

4. Below Surface Easements

The CITY will grant to the DEPARTMENT below surface easements for footings, drainage facilities and sewers as defined on the construction plans where they encroach upon the CITY rights-of-way at the following locations:

- o Relocated Scotland Avenue for a 15 inch lateral drainage pipe from scupper downspouts and footing for pier 3V & 3W
- o Stadium Drive East for 15-inch lateral drainage pipe from scupper

downspouts and footings for Girders 13 and 14 and sign structures;

- o Anderson Street for footings for sign structures.

5. Sewer Connections

- o The DEPARTMENT will construct sewer connections at the following locations; Scupper downspouts and lateral connections for Piers; 1-V, 1-W, 3-V, 4-V, 4-W, 7-W, 8-V, 9-V, 10-V, 13-S, 14-S, 14-N, 15-N, 15-S, 16-S, Abutment B, 18-S, Abutment 1-HOV, 19-N, 1-B, 1-HOV, 2-HOV, 21-S to the storm collector sewer starting at Pier 1-V to the connection with the 33-inch storm sewer on Dasher Street and from the connection with the 33-inch storm sewer at Dasher Street to the storm collector sewer ending at the west side of Federal Street. All of the aforementioned sewer connections will be owned by the DEPARTMENT.
- o A 33-inch storm sewer starting with the manhole on the north side of existing West Lacock Street and extending to the junction chamber on Dasher Street that connects the existing 120-inch sewer owned by the CITY will be constructed by the DEPARTMENT and owned by the CITY.
- o Scupper downspouts and lateral connections for Piers; 22-S, 4-HOV, 24-N, 25-N, 26-N, 9-HOV, 10-HOV, 29-S to the CITY storm collector sewer that starts at the east side of Federal Street to Sandusky Street and from Sandusky Street to the west side of Anderson Street will be constructed and owned by the DEPARTMENT.
- o Collector sewers that start at the east side of Federal Street to Sandusky Street and from Sandusky Street to the west side of Anderson Street will be constructed by the DEPARTMENT and owned by the CITY.

- o A 42-inch storm sewer starting with the manhole in Sandusky Street south of West Lacock Street to its outfall at the Allegheny River along the east side of Sandusky Street will be constructed by the DEPARTMENT and owned by the CITY.
- o A Combined sewer on North Canal Street starting at LR 1021 Station 1099+00+ left and extending westerly to Anderson Street then along Anderson Street approximately 180 feet southerly will be constructed by the DEPARTMENT and owned by the CITY.
- o Scupper downspouts and lateral connections for Pier No. 2A to a 15-inch storm sewer that connects from Arbuckle Way to Anderson Street will be constructed and owned by the DEPARTMENT.
- o A 18-inch storm sewer from Arbuckle Way to the intersection of Relocated Lacock Street and Anderson Street, including drop inlets will be constructed by the DEPARTMENT and owned by the CITY.
- o Scupper downspouts and lateral connections from Piers; 30-S, 12-HOV, Abutment S, 30-N, 3-A and Abutment A to a storm collector sewer extending from a drop inlet on the east curb line of Anderson Street to an existing CITY sewer in Grantham Street will be constructed and owned by the DEPARTMENT.
- o A storm sewer starting with a drop inlet on the east curb line of Anderson Street (Sta 1090+47 LR1021 SB 27' Rt) to the storm inlet at Sta 1090+68 SB 35' Rt will be constructed by the DEPARTMENT and owned by the CITY.

A storm sewer starting at Sta 1090+68 SB, 35' Rt to an existing CITY sewer in Grantham Street, including sewer connections from East General Robinson Street and an 18-inch storm sewer connection from Pier No. 30-N, both connecting to said storm sewer in the vicinity of LR 1021 NB Station 1092+00+ Left will be constructed by the DEPARTMENT and owned by the DEPARTMENT.

6. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets and sidewalks, including storm drainage, curbs, gutters or other facilities that are a part thereof:

- o Reconstructed Scotland Avenue;
- o Relocated Lacock Street;
- o Turnaround at Reedsdale Street;
- o Reconstructed Stadium Drive East, Relocated Reedsdale Street intersection (Sta 11+50+);
- o Hammerhead at Dasher Street.
- o A sidewalk along the south limit of the Project extending west from Anderson Street to the vicinity of Stadium Drive East including the necessary right-of-way for the sidewalk.

7. Roadway Lighting

The DEPARTMENT will install and convey to the CITY understructure roadway lighting as defined on the construction plans at the locations list below:

- o Relocated Lacock Street
- o Federal Street
- o Sandusky Street

- o **S**land Avenue
- o **A**nson Street.
- o **R**eendale Street

LR 1021 Section 2A - East Street Interchange - I-279

1. Project Description (See Exhibit B)

This section of the East Street Interchange, Interstate Route 279, connects with the North Shore Expressway, LR 1021 Section 1B, the Crosstown Boulevard Allegheny River Bridge, LR 1026 Section 3C and the East Ohio Street Connector, LR 1040 Section 2. This section extends northward to join the East Street Interchange, LR 1021 Section 2 just north of Foreland Street.

The LR 1021 roadway (I-279) will pass beneath the Ft. Wayne and Monacaugh Mainlines of Conrail and extend under East Ohio Street between East Street and Madison Avenue. The LR 1026 roadway (I-579) extends from Pier No. 1S of the Allegheny River Bridge on viaduct structures passing over East Ohio Street to its connection with LR 1021 Section 2D. Northbound and southbound ramps on viaduct structures extend from the Allegheny River Bridge to their connection with LR Section 2 near Chestnut Street. This section has two reversible lanes, one between the northbound and southbound lanes of LR 1021 and one between the northbound and southbound lanes of LR 1040. An HOV lane ramp connection with Anderson Street extends from a location with Anderson Street, through the interchange complex to a location with East Ohio Street in LR 1040 Section 2. A ramp connects northbound LR 1021 with the eastbound LR 1040 roadway, and a ramp spur extending to an intersection with East Ohio Street at

Madison Avenue. Relocated North Canal Street extends from its existing alignment just north of the Conemaugh Mainline of Conrail to East Ohio Street at East Street. A ramp extends from Relocated North Canal Street to the southbound LR 1021 roadway. A ramp spur connects eastbound LR 1040 with Chestnut Street.

2. Aerial Easements

The CITY will grant to the DEPARTMENT aerial easements as defined on the Right-of-Way Plans known as LR 1021 Section 2 R/W, LR 1026 Section 4 R/W and LR 1040 Section 1 R/W at the following locations:

- o River Avenue;
- o Saw Mill Way;
- o Progress Street.

3. Below Surface Easements

The CITY will grant to the DEPARTMENT below surface easements for footings, drainage facilities and sewers as defined on the construction plans where they encroach upon the CITY rights-of-way at the following locations:

- o River Avenue for 12-foot by 10-foot box culvert.
- o Voegtly Street for 12-foot by 10-foot box culvert.
- o East Lacock Street for 12-foot by 10-foot box culvert.
- o Saw Mill Way for 18-inch storm drain, and 54" storm drain.
- o Progress Street for viaduct footing of Pier No. 11S.
- o Progress Street for an 18" and 54" storm drain.

The DEPARTMENT will grant to the CITY the right to have a 24-inch or 27-inch sanitary sewer line installed in an existing 102-inch sewer from Foreland to the intersection of Madison Avenue and

Carpenter Way where it encroaches upon the DEPARTMENT's Right-of-Way. The CITY will be required to obtain a Highway Occupancy Permit, in accordance with applicable procedures, to maintain the aforementioned sanitary sewer line within the DEPARTMENT's Right-of-Way.

4. Sewer Connections

- o Storm drainage starting from an inlet in the vicinity of LR 1021-HOV Connector E-1 Station 1093-90+ including all inlets and pipe and its connection with a DEPARTMENT owned manhole in the vicinity of LR 1021 Northbound Station 1096+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting from an inlet in the vicinity of Ramp A Station 19+40+ including all inlets and pipe and its connection with a DEPARTMENT owned manhole in the vicinity of LR 1021 Northbound Station 1096+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting from a DEPARTMENT owned manhole in the vicinity of LR 1021 Northbound Station 1096+00+ to its connection with a manhole in the vicinity of LR 1021 Northbound Station 1097-+50+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting from an inlet in the vicinity of Ramp B Station 16+65+ including all inlets, pipe and its connection to a manhole in the vicinity of LR 1021 Northbound Station 1097+50+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting from a manhole in the vicinity of LR 1021 Northbound Station 1097+50+ including all inlets, pipe, manholes

and its connection to a stub from a CITY owned manhole at River Avenue Connector Station 4+10+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting from an 18-inch stub in Madison Avenue in the vicinity of Peralta Street including all inlets and pipe to a connection with a manhole in the vicinity of the intersection of Madison Avenue with East Ohio Street will be constructed by the DEPARTMENT and owned by the CITY. From the CITY owned manhole mentioned above, a trunk sewer that connects to a manhole in the vicinity of Madison Avenue Connector Station 4+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage including all inlets and pipe on Foreland Street, Emlin Street and Relocated North Canal Street a connection to a manhole in the vicinity of Relocated North Canal Street Station 3+60+ will be constructed by the DEPARTMENT and owned by the CITY. From the CITY owned manhole mentioned above a trunk sewer that connects to the proposed 12x10 box culvert in the vicinity of Lockhart Street will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting from an inlet in Relocated North Canal Street in the vicinity of Relocated North Canal Street Station 1+40+ including the inlet and pipe to a connection to an inlet on LR 1021 Southbound Station 1106+70+ will be constructed by the Department and owned by the CITY.
- o Storm drainage from an inlet in the vicinity of Relocated North Canal Street Station 4+30+ right and its connection to a CITY owned manhole in the vicinity of Relocated North Canal Street

Station 4+25+ right will be constructed by the DEPARTMENT and owned by the CITY.

- o Storm drainage starting from inlets in Relocated North Canal Street in the vicinity of Relocated North Canal Street Station 3+85+ including inlets, pipe and its connection to an inlet on Ramp B in the vicinity of Station 9+25+ will be constructed by the Department and owned by the CITY.
- o Storm drainage starting from a pipe stub in the vicinity of Ramp B Station 13+50+ including all inlets and pipe and its pipe connection to a manhole in the vicinity of LR 1021 Northbound Station 1100+80+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting from an inlet in the vicinity of LR 1040 Eastbound Station 23+65+ including all inlets, manholes, pipe and its pipe connection to a manhole in the vicinity of LR 1021 Northbound Station 102+65+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting at an inlet in the vicinity of Ramp B Station 9+25+ including all inlets, pipe and its connection to a manhole in the vicinity of LR 1021 Northbound 1102+65+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting at a manhole in the vicinity of LR 1021 Northbound Station 1102+65+ including all inlets, manholes, pipe and its pipe connection at a headwall in the Allegheny River in the vicinity of LR 1026 Southbound Station 604+95+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting from inlets in East Ohio Street in the vicinity of Nash Street, including the inlets and pipe to a connection with an inlet in East Street in the vicinity of the intersection of East Street with East Ohio Street will be constructed and owned by the DEPARTMENT.
- o Storm drainage on Nash Street at the intersection of Lockhart Street and Avery Street connecting to a proposed CITY owned 15-inch combined sewer will be constructed by the DEPARTMENT and owned by the CITY.
- o A new sanitary sewer starting in Madison Avenue at a diversion chamber built over an existing 96-inch combined sewer in the vicinity of Suismon Street to an existing diversion chamber in the vicinity of the Allegheny River will be constructed by the DEPARTMENT and owned by the CITY. The DEPARTMENT's construction will include the new diversion chamber near Suismon street and the new sewer to be installed inside the existing 96-inch and 102-inch combined sewer to the existing diversion structure. At the new diversion structure the DEPARTMENT will construct and own a 96-inch storm water outlet to a temporary connection at the proposed 12x10 box culvert.

5. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets, including all storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof.

- o Relocated North Canal Street from East Ohio Street to existing North Canal Street;

The DEPARTMENT will construct and convey to the CITY a noise barrier along Relocated North Canal Street, a graded area suitable for future parking lot development between Relocated North Canal Street and Nash Street, and park development in the vicinity of Relocated North Canal Street as may be described in a separate agreement.

The DEPARTMENT will construct Madison Ave. and East Street and will maintain the roadway from curb to curb. The CITY will be responsible for the maintenance of the sidewalks and curbs along Madison Ave. and East Street.

6. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following location:

- o Madison Avenue
- o Relocated North Canal Street.
- o East Street

F. LR 1021 Section 2D - East Street Interchange - I-279

1. Project Description (See Exhibit C)

This section of the East Street Interchange extends from a connection with LR 1021 Section 2A north of Foreland Street northward to the East Street Valley Expressway, LR 1021 Section 3C.

The LR 1026 roadway (I-579), including an HOV lane merges with the LR 1021 roadway (I-279) which also includes an HOV lane. The roadway continues as LR 1021 (I-279) through a depressed corridor between East Street and Madison Avenue, passing under Tripoli Street and North Avenue. Reconstructed East Street and Madison Avenue are to be separated from the LR 1021 roadway by retaining wall structures from East Ohio Street north to a point near Murat Way.

A ramp will connect Madison Avenue with the northbound LR 1021 roadway, and another ramp will extend from the southbound LR 1021 roadway to East Street. A connecting ramp will pass over the LR 1021 roadway between East Street and Madison Avenue.

2. Right-of-Way for City Streets

The DEPARTMENT will grant to the CITY Right-of-Way as defined on the Right-of-Way Plans known as LR 1021 Section 2 R/W, LR 1026 Section 4 R/W and LR 1040 Section 1 R/W at the following locations:

- o Tripoli Street
- o North Avenue
- o Ramp Q

3. Sewer Connections

- o Storm drainage including all inlets, manholes and pipe on North Avenue East, Tripoli Street, Suismon Street and Shawano Street will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting from an 18-inch stub in Howard Street in the vicinity of Howard Street Station 5+00_± including all inlets, manholes and pipe to a connection with a manhole in the vicinity of the intersection of Howard Street with North Avenue East will be constructed by the DEPARTMENT and owned by the CITY. An inlet in the vicinity of the intersection of Howard Street with North Avenue East and its connection to an inlet on North Avenue East at Station 0+75_± will also be owned by the CITY.
- o Storm drainage starting from an inlet in the vicinity of the intersection of East Street Valley Service Road with Concord Street including all the inlets, manholes, and pipe on Vista Street

and East Street Valley Service Road to the vicinity of the intersection of East Street Valley Service Road with Ramp Q will be connected to a manhole in the vicinity of Ramp S Station 4+20+ and will be constructed by the DEPARTMENT and owned by the CITY. A connecting pipe from the manhole at Ramp S Station 4+20+ to the 12'x10' box culvert in the vicinity of HOV Station 67+00+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting from an inlet in the vicinity of the intersection of Madison Avenue with Spring Garden Avenue including all the inlets, manholes and pipe in Madison Avenue to a connection to an 18-inch stub in Madison Avenue in the vicinity of Peralta Street will be constructed by the DEPARTMENT and owned by the CITY.

4. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets, including all pavements, bridges, (except as hereinafter described), storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof.

- o Reconstructed Tripoli Street;
- o Reconstructed North Avenue;
- o East Street Valley Service Road beginning at the intersection of Ramp Q with Ramp F on the westerly side.

The bridge structures that carry Tripoli Street, North Avenue and Ramp Q over the LR 1021 roadway will be maintained by CITY with the exception of the bridge abutments and piers, with their bearing pads which will be owned and maintained by the DEPARTMENT. The superstructures above the bearing pads will be maintained by the CITY.

5. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following locations:

- o East Street;
- o Madison Avenue;
- o Tripoli Street;
- o North Avenue;
- o Howard Street;
- o East Street Valley Service Road.
- o Ramp Q

G. LR 1040 Section 3 - River Avenue Connector

1. Project Description (See Exhibit B)

This section consists of a 450 foot portion of the eastbound LR 1040 roadway beginning at the intersection of Anderson Street and West General Robinson Street, and extending to River Avenue to provide a two-way traffic connection from the Anderson Street, West General Robinson Street intersection to River Avenue. A short spur connects to the dead-end extension of East General Robinson Street near Goodrich Street.

2. Below Surface Easements

The CITY will grant to the DEPARTMENT below surface easement for an 18-inch storm drain where it encroaches upon the CITY right-of-way at the intersection of Anderson Street and the River Avenue Connector, as defined on the construction plans.

3. Sewer Connections

- o Storm drainage starting from the inlets in LR 1040 EB in the vicinity of Mendota Street including all inlets and pipe that will

connect to an existing owned 60-inch combine sewer in the vicinity of the intersection of LR 1040 EB with Anderson Street will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting from the inlet in the River Avenue Connection in the vicinity of Station 1+80+ including all inlets, manholes and piping in the River Avenue Connection, Goodrich Street and River Avenue and outlets to the Allegheny River south of Station 3+50+ on the River Avenue Connection will be constructed by the DEPARTMENT and owned by the CITY.

4. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets and sidewalks including all storm drainage, curbs, gutters or other facilities that are a part thereof:

- o River Avenue Connector including sidewalk as shown on the plans from the vicinity of Grantham Street to River Avenue from Sta. 0+34+ including radius return to Sta. 4+75.
- o The sidewalk on the south side of River Avenue Connector from the east curb line of Anderson Street and extending easterly to that section of River Avenue Connector from Sta. 15+07+ (including radius return into Anderson) to Sta. 19+03 which is to be conveyed to the CITY.
- o East General Robinson Street Connector including sidewalk.

H. LR 1040 Section 2 - East Ohio Street Connector

1. Project Description (See Exhibit B)

This section connects with the East Street Interchange, LR 1021 Section 2A in the vicinity of Chestnut Street and extends eastward under Chestnut Street to a connection with East Ohio Street (LR 70) just beyond its present intersection with Troy Hill Road.

East Ohio Street is to be reconstructed from Madison Avenue to Chestnut Street, and thence become a ramp pair extending from Chestnut Street to the LR 1040 roadway at the eastern terminus of this section. The eastbound lane of the ramp pair will pass over the LR 1040 roadway, intersect with Heinz Street then proceed to East Ohio Street.

Troy Hill Road will be relocated from its intersection with Vinal Street to Chestnut Street at Phineas Street.

2. Right-of-Way For CITY Streets

The DEPARTMENT will grant to the CITY Right-of-Way as defined on the Right-of-Way Plan known as LR 1040-2 R/W at Chestnut Street.

3. Below Surface Easements

The DEPARTMENT will grant the CITY the right for a CITY owned 102-inch storm sewer trunk from the vicinity of Relocated Troy Hill Road to a point south of Ramp J Station 9+00+ to remain in its present location where it encroaches upon DEPARTMENT Right-of-Way. The CITY will be required to obtain a Highway Occupancy Permit from the DEPARTMENT, in accordance with applicable procedures, to maintain the 102-inch storm sewer within the DEPARTMENT's Right-of-Way.

4. Sewer Connections

- o Storm drainage starting at an inlet in East Ohio Street in the vicinity of the intersection of East Ohio Street with Madison Avenue including inlets, manholes and pipe to an inlet on the south side of East Ohio Street in the vicinity of the intersection of East Ohio Street with Chestnut Street and connected to a CITY owned 54-inch combined sewer will be constructed and owned by

the DEPARTMENT. The 54-inch combined sewer and the manholes will be owned by the CITY.

- o Starting at a manhole in the vicinity of the intersection of East Ohio Street with Chestnut Street, an existing CITY owned 54-inch combined sewer will be relocated as an 18-inch combined sewer to a connection with a CITY owned 102-inch relocated sewer in the vicinity of Relocated Troy Hill Station 12+00± right. The relocated combined sewer will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at an inlet on Relocated Troy Hill Road in the vicinity of the intersection of Chestnut Street with Relocated Troy Hill Road including all the inlets, manholes, pipe and pipe connections from Relocated Troy Hill Road and Chestnut Street north of the Chestnut Street overpass connecting to the CITY owned 18-inch combined sewer, mentioned above, at manholes will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at an inlet on Chestnut Street at the intersection of Chestnut Street with North Canal Street including all inlets, manholes and pipe to an inlet in the vicinity of Chestnut Street Station 7+65± right with connections at manholes to a combined sewer in Chestnut Street will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage from inlets on Ramp J in the vicinity of Stations 1+75± and 2+75± and Ramp K in the vicinity of 12+35± and their connections to a manhole and its connection to the CITY owned 18-inch combined sewer will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting at an inlet on Ramp J in the vicinity of Station 5+75+ left including inlets, manholes and pipe to a connection with a manhole on a DEPARTMENT owned storm sewer in the vicinity of LR 1040 Eastbound Station — will be constructed and owned by the DEPARTMENT.
- o Inlets on Heinz Street with their connections to an existing manhole will be constructed by the DEPARTMENT and owned by the CITY.
- o A CITY owned 102-inch combined sewer will be relocated from the vicinity Relocated Troy Hill Road Station 11+85+ left to the vicinity of Ramp J Station 8+90+ right by the DEPARTMENT and will be owned by the CITY.

5. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets, including all pavements, bridges, storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof.

- o Reconstructed Chestnut Street;
- o Reconstructed Heinz Street;
- o Relocated Troy Hill Road.

6. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following locations:

- o Relocated Troy Hill Road;
- o Chestnut Street;
- o Heinz Street.

I. LR 1021 Section 3A - East Street Valley Service Road

1. Project Description (See Exhibit C)

The East Street Valley Service Road will begin as an extension of Madison Avenue near Murat Way, proceed northward parallel to the East Street Valley Expressway, Interstate Route 279, and connect with the East Street Valley Service Road, LR 1021 Section 3B near Royal Street. It will intersect with Lareda Street and Royal Street. Rostock Street will be connected to Lareda Street at Radner Street. Royal Street will be reconstructed from its intersection with LR 1021 Section 3A to Gershon Street.

2. Below Surface Easements

The CITY will grant to the DEPARTMENT a below surface easement for a 96-inch storm sewer trunk on the East Street Valley Service Road, Station 144+50+ to Station 150+00+ where it encroaches upon the CITY right-of-way as defined on the construction plans.

The DEPARTMENT will grant the CITY the right to have CITY owned drainage pipes that are connected to the DEPARTMENT's 96-inch storm sewer trunk in the vicinity of Station 127+00+ to Station 144+50+ East Street Valley Service Road where they encroach upon the DEPARTMENT's Right-of-Way. The CITY will be required to obtain a Highway Occupancy Permit from the DEPARTMENT, in accordance with applicable procedures, to maintain CITY owned drainage pipes where they are within the DEPARTMENT's Right-of-Way.

3. Sewer Connections

- o Storm drainage starting at a 96-inch pipe stub of a trunk sewer in the vicinity of the East Street Valley Service Road Station 151+00+ to the trunk sewer's connection to the CITY owned

- combined sewer at a new manhole in Madison Avenue in the vicinity of Steigerwalt Street will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting at an inlet in the vicinity of East Street Valley Service Road Station 150+85+ including all inlets, manholes and pipes in the East Street Valley Service Road and pipe connections to the 96-inch trunk sewer, excluding the trunk sewer, to an inlet in the vicinity of the intersection of East Street Valley Service Road with Steigerwalt Way will be constructed by the DEPARTMENT and owned by the CITY. The DEPARTMENT will own the manholes on the trunk sewer.
 - o Storm drainage starting at inlets on Gershon Street and Royal Street in the vicinity of the intersection of the two streets including the inlets, diversion chamber, manholes and pipe, in Relocated Royal Street, to the connection to the 96-inch trunk sewer at a new manhole on the trunk sewer will be constructed by the DEPARTMENT and owned by the CITY. The manhole on the trunk sewer will be owned by the DEPARTMENT.
 - o Storm drainage starting from inlets at the intersections of Radner Street with Rostock Street and Lareda Street with Brahm Street including the inlets and pipe in Lareda Street to a connection to the 96-inch trunk sewer at a manhole in the East Street Valley Service Road on the 96-inch trunk sewer in the vicinity of the intersection of Lareda Street with the East Street Valley Service Road will be constructed by the DEPARTMENT and owned by the CITY.

- o Storm drainage starting at a ditch inlet in the vicinity of East Street Valley Service Road, Station 123+75+ to a connection at a new manhole built over an existing CITY owned sewer in Murat Way will be constructed by the DEPARTMENT and owned by the CITY.
- o A manhole built over an existing CITY owned combined sewer in the vicinity of the intersection of the East Street Valley Service Road, with Elmira Street and its temporary connection to the 96-inch trunk sewer will be constructed by the DEPARTMENT and owned by the CITY.

4. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the entire East Street Valley Service Road and the following streets, including all pavements, storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof:

- o Reconstructed Lareda Street;
- o Reconstructed Radner Street;
- o Reconstructed Royal Street.

The DEPARTMENT will construct to the designed grade and convey to the CITY park development in the vicinity of Reconstructed Royal Street near its intersection with the East Street Valley Service Road.

5. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following locations:

- o East Street Valley Service Road;
- o Lareda Street;

- o Radner Street;
- o Royal Street.

J. LR 1021 Section 3B - East Street Valley Service Road

1. Project Description (See Exhibits C and D)

This section will connect with the East Street Valley Service Road, LR 1021 Section 3A north of Royal Street, and extend northward parallel to the East Street Valley Expressway, Interstate Route 279. At Mt. Pleasant Road it will pass over the East Street Valley Expressway, LR 1021 Section 3C, intersect with Venture Street, East Street and Baytree Street, and terminate at a connection with Evergreen Road just north of Baytree Street.

LR 1021 Section 3B will also intersect with Suffolk Street, Hazlett Street, Milroy Street and Mt. Pleasant Road. Milroy Street will be reconstructed to overpass the East Street Valley Expressway.

2. Below Surface Easements

The CITY will grant to the DEPARTMENT below surface easements for drainage facilities as defined on the construction plans where they encroach upon CITY rights-of-way at the following locations:

- o East Street Valley Service Road, Station 39+50+ to Station 45+10+ for a 48-inch storm sewer including manholes.
- o Intersection of the East Street Valley Service Road and Venture Street for a 42-inch drainage connector.

The DEPARTMENT will grant the CITY the right to have CITY owned drainage facilities where they encroach upon the DEPARTMENT's Right-of-Way at the following locations:

- o All drainage connections to the DEPARTMENT owned 96-inch storm sewer trunk along the East Street Valley Service Road, Station 151+00+ to Station 159+00+.
- o A drainage connection to the DEPARTMENT owned 84-inch storm sewer trunk at Milroy Street.
- o Two 18-inch drainage trunks connecting to the DEPARTMENT owned 72-inch storm sewer trunk at the East Street Valley Service Road overpass of the East Street Valley Expressway.

The CITY will be required to obtain a Highway Occupancy Permit from the DEPARTMENT, in accordance with applicable procedures, to maintain CITY owned drainage, at the locations indicated above, where they are within the DEPARTMENT's Right-of-Way.

3. Sewer Connections

- o Storm drainage starting with a connection to an 84-inch trunk sewer at an existing manhole in the vicinity west of East Street Valley Service Road, Station 170+00+ in East Street to a connection at a 96-inch pipe stub on a trunk sewer in the vicinity of East Street Valley Service Road, Station 151+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting at an inlet in East Street Valley Service Road in the vicinity of Station 155+25+ including inlets, manholes, pipe and its pipe connection to a manhole on a 96-inch trunk sewer in the vicinity of Station 153+40+ will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at an inlet in East Street Valley Service Road in the vicinity of Station 158+25+ including inlets, manholes, pipe and pipe connection to a manhole on a 96-inch trunk sewer in

the vicinity of Station 155+90+ will be constructed by the DEPARTMENT and owned by the CITY.

- o Storm drainage starting at a manhole in East Street Valley Service Road in the vicinity of the intersection of Relocated Mt. Pleasant Road with the East Street Valley Service Road including inlets, manholes, pipes and pipe connection to a manhole on an 84-inch trunk sewer in the vicinity of East Street Valley Service Road, Station 158+95+ will be constructed by the DEPARTMENT and owned by the CITY.
- o A manhole built over an existing CITY owned combined sewer in the vicinity of the intersection of the East Street Valley Service Road with Suffolk Street and its connection to a manhole on a 96-inch trunk sewer in the vicinity of Station 155+90+ will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at a ditch inlet in Micano Street including inlets and pipe and its connection to the 48-inch trunk sewer in the East Street Valley Service Road in the vicinity of Micano Street will be constructed by the DEPARTMENT and owned by the CITY.
- o A 20-inch storm drainage pipe from the E. H. Swindell Bridge scuppers connection to the 48-inch trunk sewer in the vicinity of East Street Valley Service Road, Station 175+30+ will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at inlets in Hazlett Street in the vicinity of Station 13+50+ including all inlets, diversion chamber, manholes and pipe to a connection to a manhole in the vicinity of the intersection of the East Street Valley Service Road with

- Hazlett Street will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at a diversion chamber in Milroy Street in the vicinity of Station 17+50+ including the inlets, diversion chamber, manholes and pipe to a connection to a new manhole on an existing DEPARTMENT owned 84-inch trunk sewer in the vicinity of the intersection of Temporary Road and Milroy Street will be constructed by the DEPARTMENT and owned by the CITY. The new manhole on the 84-inch trunk sewer will be owned by the DEPARTMENT.
 - o Storm drainage starting at an inlet in Milroy Street in the vicinity of Station 10+75+ including inlets, pipe and its connection to a manhole on a 42-inch trunk sewer in East Street Valley Service Road in the vicinity of the intersection of the East Steet Valley Service Road with Milroy Street will be constructed by the DEPARTMENT and owned by the CITY.
 - o Storm drainage starting at an inlet in Relocated Mt. Pleasant Road in the vicinity of Station 15+50+ including all the inlets, manholes and pipe to a connection to a manhole on the 30-inch trunk sewer in East Street Valley Service Road in the vicinity of the intersection of the East Street Valley Service Road with Relocated Mt. Pleasant Road will be constructed by the DEPARTMENT and owned by the DEPARTMENT. The diversion chamber in the vicinity of Station 15+50+ will be constructed by the DEPARTMENT and owned and maintained by the CITY.
 - o Storm drainage starting at a diversion chamber in the vicinity of the intersection of Hillis Street with Creek Street including ditch

- inlets, manholes, pipe and connection to a manhole on a 30-inch trunk sewer at Station 210+00_±, East Street Valley Service Road will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting from a diversion chamber in the vicinity of Ames Street and its connection to a manhole on the 24-inch trunk sewer in Relocated Mt. Pleasant Road in the vicinity of Station 12+10_± will be constructed by the DEPARTMENT and owned by the CITY.
 - o Storm drainage starting with a connection to an existing 48-inch trunk sewer at a new manhole in Evergreen Road in the vicinity of Station 45+10_± to a connection to a 72-inch pipe stub on a DEPARTMENT owned trunk sewer in the vicinity south of the intersection of Hyperion Street with Creek Street will be constructed and owned by the DEPARTMENT.
 - o Storm drainage starting at an inlet on East Street Valley Service Road, in the vicinity of Station 214+00_± including all the inlets, manholes, pipes and pipe connection to a manhole on a 72-inch trunk sewer in the vicinity of Station 217+70_± will be constructed by the DEPARTMENT and owned by the CITY.
 - o Storm drainage starting from an inlet in East Street Valley Service Road in the vicinity of Station 220+80_± and its pipe connection to a manhole on a 72-inch trunk sewer in the vicinity of Station 219+50_± will be constructed by the DEPARTMENT and owned by the CITY.
 - o Storm drainage starting at inlets in Venture Street in the vicinity of Station 16+50_± including all the inlets, manholes and pipes in Venture Street and Oklahoma Street to a manhole in the vicinity

of the intersection of the East Street Valley Service Road with Venture Street will be constructed by the DEPARTMENT and owned by the CITY.

- o Storm drainage starting at a ditch inlet in East Street Valley Service Road Station 223+50+ including inlets, manholes, pipe and pipe connection to a manhole on a 42-inch trunk sewer in the vicinity of the intersection of the East Street Valley Service Road with Venture Street will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at a manhole in the East Street Valley Service Road in the vicinity of the intersection of the East Street Valley Service Road with Venture Street and its connection to the manhole where the 66-inch trunk sewer ends and the 72-inch trunk sewer begins will be constructed and owned by the DEPARTMENT.
- o Storm drainage starting at inlets in East Street in the vicinity of Station 142+10+ including all the inlets, manholes, diversion chambers and pipe to a manhole in the vicinity of the intersection of Evergreen Road with Venture Street will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage starting at a diversion chamber in Baytree Street in the vicinity of Station 10+40+ including the diversion chamber, inlets, manholes and pipe to its connection to a manhole on a 54-inch trunk sewer in the vicinity of the intersection of Baytree Street with Evergreen Road will be constructed by the DEPARTMENT and owned by the CITY.

- o Storm drainage starting at an inlet on the Baytree-Evergreen Road Connector in the vicinity of Station 14+00+ including all the inlets, diversion chamber and pipe connections and its connection to a manhole on Baytree Street in the vicinity of Station 9+70+ will be constructed by the DEPARTMENT and owned by the CITY.

4. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY, after Interstate Route 279 is open to traffic, the entire East Street Valley Service Road from Sta. 120+20+ to Sta. 228+81+ at the intersection of Venture Street and Relocated Evergreen Road (LR805) and the following streets, including all storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof:

- o Reconstructed Hazlett Street;
- o Reconstructed Milroy Street;
- o Reconstructed Venture Street;
- o Reconstructed Oklahoma Street;
- o Reconstructed East Street;
- o Reconstructed Baytree Street;
- o Baytree-Evergreen Road Connector.

5. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following locations:

- o East Street Valley Service Road;
- o Milroy Street;
- o Hazlett Street;
- o Mt. Pleasant Road;
- o Venture Street;

- o East Street;
- o Baytree Street;
- o Baytree-Evergreen Road Connector.

K. LR 1021 Section 3C - East Street Valley Expressway - I-279

1. Project Description (See Exhibits C and D)

This section will extend from its connection with the East Street Interchange near Murat Way northward to a connection with the East Street Valley Expressway, LR 1021 Section 3D in the vicinity of Baytree Street.

The LR 1021 Section 3C roadway will consist of two southbound lanes, three northbound lanes and a reversible HOV lane. It will pass over Suffolk Street, then under the E.H. Swindell Bridge, Milroy Street and the East Street Valley Service Road. There will be ramp connections to and from the southbound roadway at Venture Street and ramp connections to and from the northbound roadway at Hazlett Street.

Howard Street is to be reconstructed from North Avenue to Rising Main Avenue. A pedestrian overpass will cross over the East Street Valley Expressway at Lareda Street. The DEPARTMENT will construct and convey to the CITY the pedestrian overpass. The pedestrian overpass will be owned and maintained by the CITY.

2. Aerial Easements

The CITY will grant to the DEPARTMENT an aerial easement as defined on the Right-of-Way Plans known as LR 1021 Section 3B R/W and LR 1021 Section 3T R/W at Suffolk Street.

3. Right-of-Way For CITY Streets

The DEPARTMENT will grant to the CITY Right-of-Way as defined on the Right-of-Way Plan known as LR 1021 Section 3T R/W at the following locations:

- o Essen Street;
- o Milroy Street;
- o East Street Valley Service Road.

4. Below Surface Easements

The DEPARTMENT will grant the CITY the right to have CITY owned sanitary sewer trunk lines crossing the LR 1021 roadway in the vicinity of HOV Stations 30+90₊, 44+00₊, 61+00₊, 76+50₊ and 139+00₊ as defined on the construction plans where they encroach upon the DEPARTMENT's Right-of-Way. The CITY will be required to obtain a Highway Occupancy Permit from the DEPARTMENT, in accordance with applicable procedures, to maintain CITY owned sanitary sewer trunk lines, at the locations indicated above, where they are within the DEPARTMENT's Right-of-Way.

5. Sewer Connections

- o Storm drainage starting at inlets in Howard Street in the vicinity of Station 30+50₊ including all inlets, manholes, diversion chamber and pipe to a connection to a pipe stub in the vicinity of Station 15+33₊ will be constructed by the DEPARTMENT and owned by the CITY.
- o Storm drainage from a diversion chamber in Habit Way connecting to a manhole on the 96-inch trunk sewer in the vicinity of HOV Station 32+00₊ will be constructed by the DEPARTMENT. The diversion chamber will be owned by the CITY.

A connecting pipe from the diversion chamber in Habit Way to the manhole on the 96-inch trunk sewer at HOV Station 32+00+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting at inlets in Howard Street in the vicinity of Station 33+50+ including all inlets, manholes, diversion chamber and pipe to its connection to a manhole on the 96-inch trunk sewer in the vicinity of HOV Station 44+70+ will be constructed by the DEPARTMENT and owned by the CITY.

A connecting pipe from a manhole at Howard Street Station 38+67+ to the manhole on the 96-inch trunk sewer at HOV Station 44+70+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage from a diversion chamber in Rising Main Avenue to a manhole on the 96-inch trunk sewer in the vicinity of HOV Station 45+00+ will be constructed by the DEPARTMENT. The diversion chamber will be owned by the CITY.

A connecting pipe from the diversion chamber in Rising Main Avenue to the manhole on the 96-inch trunk sewer at HOV Station 45+00+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage starting at a diversion chamber on Suffolk Street including all the inlets, manholes, diversion chamber and pipe to its connection at a manhole on the 84-inch trunk sewer in the vicinity of HOV Station 61+00+ will be constructed by the DEPARTMENT and owned by the CITY.

A connecting pipe from the manhole at Suffolk Street Station 12+00+ to the manhole on the 84-inch trunk sewer at HOV Station 58+00+ will be constructed and owned by the DEPARTMENT.

- o Storm drainage from a diversion chamber in Magnet Street will be connected at a manhole on the 84-inch trunk sewer in the vicinity of HOV Station 73+00+ will be constructed by the DEPARTMENT. The diversion chamber will be owned by the CITY.
A connecting pipe from the diversion chamber in Magnet Street to the manhole on the 84-inch trunk sewer at HOV Station 72+00+ will be constructed and owned by the DEPARTMENT.
- o A storm drainage pipe from the E. H. Swindell Bridge scuppers connecting at a manhole on the 84-inch trunk sewer in the vicinity of HOV Station 76+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage from a diversion chamber in Quebec Street connecting to a manhole on the 84-inch trunk sewer in the vicinity of HOV Station 77+00+ will be constructed by the DEPARTMENT. The diversion chamber will be owned by the CITY.
A connecting pipe from the diversion chamber in Quebec Street to the manhole on the 84-inch trunk sewer at HOV Station 77+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage from a diversion chamber in Kennedy Street connecting to a manhole on the 84-inch trunk sewer in the vicinity of HOV Station 86+00+ will be constructed by the DEPARTMENT. The diversion chamber will be owned by the CITY.
A connecting pipe from the diversion chamber in Kennedy Street to the manhole on the 84-inch trunk sewer at HOV Station 86+00+ will be constructed and owned by the DEPARTMENT.
- o Storm drainage from a diversion chamber in Drifton Street connecting to a manhole on the 72-inch trunk sewer in the vicinity

of HOV Station 102+00+ will be constructed by the DEPARTMENT. The diversion chamber will be owned by the CITY.

A connecting pipe from the diversion chamber in Drifton Street to the manhole on the 72-inch trunk sewer at HOV Station 102+00+ will be constructed and owned by the DEPARTMENT.

6. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets, including all pavement, bridges, storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof:

- o Reconstructed Suffolk Street;
- o Reconstructed Howard Street including cul-de-sac;
- o Pedestrian overpass.

The DEPARTMENT will construct, own and maintain a noise barrier along Reconstructed Howard Street.

7. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following locations:

- o Suffolk Street;
- o Howard Street;
- o Pedestrian overpass.

8. Slope Maintenance

- o A mutually agreeable right-of-way line shall be defined jointly by the DEPARTMENT and the CITY along the west side of the East Street Valley Service Road from Station 26+00+ to Station 117+00+ that will determine the division in slope areas that will be maintained by each party. The area lying east of the aforementioned right-of-way line shall be owned and maintained

by the CITY. The area lying west of the aforementioned right-of-way line shall be owned and maintained by the DEPARTMENT.

A utility corridor for use jointly by public and private utilities will be located parallel to the east edge of the northbound roadway pavement between Station 84+00+ to Station 117+00+. The west side of the common utility corridor, which is also the Limited Access Line, will be located approximately 16 feet from the east side of the northbound roadway edge of pavement. The east side of the common utility corridor will be located 20 feet from the west side of the corridor. The CITY's sanitary sewer will be located within this joint use utility corridor. The CITY will be required to obtain a Highway Occupancy Permit from the DEPARTMENT, in accordance with applicable procedures, to maintain the aforementioned sanitary sewer within the DEPARTMENT's Right-of-Way and designated utility corridor.

- o The slope of the west side of LR 1021 Section 3C will be maintained by the DEPARTMENT.

L. LR 1021 Section 3D - East Street Valley Expressway - I-279

1. Project Description (See Exhibit E)

This section will extend from its connection with the East Street Valley Expressway, LR 1021 Section 3C near Baytree Street to a connection with the North Hills Expressway, LR 1021 Section 4 near Grizella Street.

The LR 1021 Section 3D roadway will consist of two southbound lanes, three northbound lanes, and a reversible HOV lane, and pass over McKnight Road. A ramp will connect the northbound roadway with McKnight Road, with a ramp spur to Evergreen Road. A ramp will

connect McKnight Road with the southbound roadway. Ramp connections from these ramps to the HOV lane will be provided.

Ivory Avenue will be reconstructed from Valley View Road to and including its intersection with Nelson Run Road. A relocated Ivory Avenue embankment will be constructed from Nelson Run Road, generally parallel to the existing Ivory Avenue to the northern terminus of this section. McKnight Road and Evergreen Road will be reconstructed within the limits of this section.

2. Below Surface Easements

The CITY will grant to the DEPARTMENT a below surface easement for a 54-inch storm sewer on Nelson Run Road from a point south of Montana Street to the intersection of Nelson Run Road with Evergreen Road (LR805) where it encroaches upon the CITY right-of-way as defined on the construction plans.

3. Sewer Connections

- o All the drainage systems in this section will be constructed by the DEPARTMENT. The DEPARTMENT will own the drainage system with the exception of the inlets in Morrisey Street, Chapin Street and Acheson Street and the connecting pipe between inlets on Chapin Street and Acheson Street which will be owned by the CITY.
- o Storm drainage will be connected to an existing CITY owned 54-inch combined sewer at manholes located in the vicinities of the intersection of Evergreen Road with Lindley Street and at Evergreen Road Station 45+00+. The DEPARTMENT will own the connections and the CITY will continue to own the manholes.

4. Reconstructed Streets

The DEPARTMENT will construct and convey to the CITY the following streets, including all pavement, storm drainage, curbs, gutters, sidewalks or other facilities that are a part thereof::

- o Reconstructed Morrisey Street;
- o Reconstructed Chapin Street;
- o Reconstructed Acheson Street;
- o Reconstructed Harpen Road.

5. Roadway Lighting

The DEPARTMENT will install and convey to the CITY lighting as defined on the construction plans at the following locations:

- o Evergreen Road;
- o McKnight Road.

M. LR 1021 Section 4 - North Hills Expressway - I-279

1. Project Description (See Exhibit F)

This section will extend northward from its connection with the East Valley Expressway, LR 1021 Section 3D near Grizella Street, pass under Perrysville Avenue (LR 246) to the CITY/Ross Township line.

Perrysville Avenue will be reconstructed at its crossing of the North Hills Expressway. Relocated Ivory Avenue will extend from its connection with Relocated Ivory Avenue in LR 1021 Section 3D and extend to Perrysville Avenue. It will be connected with the existing Ivory Avenue near Rodenbaugh Street. The Connie Drive connection to Perrysville Avenue will be relocated, beginning at its existing alignment near Sally Ann Drive and extending to Perrysville Avenue near Perryview Avenue.

2. Requirements

All of the items constructed in this section that constitute the LR 1021 roadway and Perrysville Avenue will be owned by the DEPARTMENT, except as follows:

- o The CITY shall maintain the streets lighting on Relocated Ivory Ave. within the City limits.

All of the items constructed in this section for Relocated Ivory Avenue except as stated above, Ivory Avenue, Rodenbaugh Avenue, Relocated Four Winds Drive and Relocated Connie Drive will be subject to separate agreements between applicable parties.

a. INSURANCE

The DEPARTMENT agrees to have the CITY named as additional insured on all certificates of insurance and employee coverage required of the contractor and subcontractors performing the work required in the contract for Legislative Route 1040, Section 2. Liability limits will be set at a minimum of \$500,000 per person, \$1,000,000 per occurrence.

b. CONSIDERATION

As full compensation for the performance of the work covered by this Agreement:

1. The CITY agrees to pay the DEPARTMENT the cost of any Betterments as described in paragraph I.G. herein; and
2. The CITY agrees to pay directly to the applicable State, Federal or other governmental agency all fees for permits and/or licenses as may be required for work performed within the jurisdictional limits of the CITY; and

*This was changed
Indemnification
was taken
out.*

RESOLUTION

SECTION 2. Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

Enacted this 7th day of Oct. A.D. 19 85

Robert Rade Stone
President of Council.

Linda M. Johnson
Clerk of Council.

Mayor's Office Oct. 9 19 85

Richard S. Caliguiri
Approved: Mayor

Richard A. Talarico
Mayor's Secretary.

Recorded in Resolution Book, Vol. 119 Page 854, 9th day of Oct. 19 85

EFFECTIVE DATE OCT 16 1985

I HEREBY CERTIFY THAT THE ABOVE IS TRUE AND CORRECT.

Linda M. Johnson
CITY CLERK

BOROUGH OF CASTLE SHANNON

ORDINANCE NO 39

AN ORDINANCE OF THE BOROUGH OF CASTLE SHANNON AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF PITTSBURGH, DESIGNATED AS PARTY OF THE FIRST PART, AND DORMONT BOROUGH, KNOXVILLE BOROUGH, CARRICK BOROUGH, BRENTWOOD BOROUGH, OVERBROOK BOROUGH, MT. LEBANON TOWNSHIP, CASTLE SHANNON BOROUGH AND MT. OLIVER BOROUGH, DESIGNATED AS PARTIES OF THE SECOND PART, AND PROVIDING FOR THE PAYMENT OF COST OF CONSTRUCTION, MAINTENANCE AND REPAIRS OF A MAIN TRUNK SANITARY SEWER IN THE SAW MILL RUN DRAINAGE BASIN, FROM BETHEL TOWNSHIP TO THE OHIO RIVER.

WHEREAS, the insanitary condition caused by the discharge of raw sewage by the aforesaid municipalities into Saw Mill Run, has caused the State Department of Health to issue permits authorizing the various municipalities to abate the same by means of the construction of the necessary sanitary sewers, and

WHEREAS, it is mutually advantageous for the section of the City of Pittsburgh designated as the 19th and 20th Wards, and other municipalities, to wit: Dormont Borough, Knoxville Borough, Carrick Borough, Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough and Mt. Oliver Borough, by reason of the topography of the territory located in the Saw Mill Run Drainage Basin, to construct, maintain and repair a main trunk sanitary sewer along a line at or near that of the existing Saw Mill Run, from Bethel Township to the Ohio River, and

WHEREAS, the said trunk sanitary sewer is mutually beneficial to the municipalities within the limits of the Saw Mill Run Drainage Basin in proportion to the Actual Population and Taxable Valuation for 1922, and

WHEREAS, the cost of said main trunk sewer apportioned between the municipalities interested and based on the average of the Actual Population and the Taxable Valuation for 1922, shows that the City of Pittsburgh should pay 69.18 per cent of the total cost of said sewer and the other municipalities interested 30.82 per cent of the total cost of said sewer.

NOW, THEREFORE, be it ordained and enacted by the Council of the Borough of Castle Shannon, County of Allegheny and State of Pennsylvania, and it is hereby ordained and enacted by the authority of the same:

SECTION 1. That the Burgess and the President of Council and the Borough Clerk be and they are hereby authorized and directed to enter into an agreement on behalf of the Borough of Castle Shannon together with other municipalities designated as parties of the second part, with the City of Pittsburgh, designated as party of the first part, said agreement to be in the following form:

ARTICLES OF AGREEMENT
Made and entered into this..... day of, 1925, between the City of Pittsburgh, designated as party of the first part, and Dormont Borough, Knoxville Borough, Carrick Borough, Brentwood Borough, Overbrook Borough, Mt. Lebanon Township, Castle Shannon Borough and Mt. Oliver Borough, designated as parties of the second part, to provide for the construction, distribution of cost, maintenance and repairs of a main trunk sanitary sewer in the Saw Mill Run Drainage Basin, from Bethel Township to the Ohio River.

THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants herein contained, it is agreed as follows:

1. That the party of the first part shall construct, pay the cost thereof, maintain and repair the main sanitary trunk sewer along a line at or near Saw Mill Run, from the present City line near Edgebrook avenue, to the Ohio River.

2. The party of the first part further agrees to construct and pay for the sanitary by-pass connection from the existing Knoxville sewer east of Warrington avenue, to the main trunk sewer, without cost, to said Borough.

3. The parties of the second part agree to construct, maintain and repair the section of the main trunk sanitary sewer at or near the line of Saw Mill Run, from Bethel Township to the present City Line near Edgebrook avenue, to connect with the section of the sewer to be constructed by the party of the first part.

The said parties of the second part agree to pay the cost of construction of said section of the trunk sewer to be constructed by them according to the basis determined by the area, the actual population and taxable valuation of 1922, as follows:

Dormont Borough.....	22.66%
Knoxville Borough.....	16.83%
Carrick Borough.....	16.20%
Brentwood Borough.....	4.56%
Overbrook Borough.....	9.33%
Mt. Lebanon Township.....	13.02%
Castle Shannon Borough.....	7.08%
Mt. Oliver Borough.....	0.14%
Baldwin Township.....	10.18%

In accordance with the above apportionment of cost Baldwin Township's assessment is 10.18 per cent of the total cost of said section of the trunk sewer estimated at SEVENTEEN THOUSAND THREE HUNDRED SIX (\$17,306.00) DOLLARS. Said Baldwin Township having refused to join with the above outlined Boroughs and Townships in the payment of the cost of said sewer, the said 10.18 per cent of the cost estimated at SEVENTEEN THOUSAND THREE HUNDRED SIX (\$17,306.00) DOLLARS is apportioned between the Boroughs and Townships as follows:

Dormont Borough.....	25.23%
Knoxville Borough.....	18.74%
Carrick Borough.....	18.04%
Brentwood Borough.....	5.08%
Overbrook Borough.....	10.39%
Mt. Lebanon Township.....	14.49%
Castle Shannon Borough.....	7.83%
Mt. Oliver Borough.....	0.15%
Baldwin Township.....	0.15%

Baldwin Township, therefore, does not participate in any manner in the construction of the trunk sewer and has no rights whatsoever to connect any lateral sewers thereto until the payment of the whole of a part of the total amount of the apportionment of cost, namely 10.18 per cent estimated at SEVENTEEN THOUSAND THREE HUNDRED SIX (\$17,306.00) DOLLARS, is made to the respective Boroughs and Township above recited in the same proportion as the original distribution of said cost, and upon payment of said sum to the respective Boroughs and Township, the said Township of Baldwin, shall participate in all the rights and privileges granted under this agreement with the same force and effect as if said Township of Baldwin had originally been a party to this agreement.

And it is further agreed that said section of trunk sewer between Bethel Township and the City Line shall be maintained and repaired by the respective Boroughs and Township participating in the construction and that the cost and maintenance and repairs shall be distributed pro rata among said Boroughs and Township participating in the payment of the construction thereof in proportion to the total cost of construction.

The design and construction of this section of the sewer shall be made in accordance with the general recommendation of the Department of Public Works, City of Pittsburgh, and the approval of the State Department of Health.

4. Any party to this agreement shall have the right to make connections of sanitary sewers to the main line trunk sewer without cost for the privilege of making said connection, providing that the plans for said sewer connections have been approved by the State Department of Health, and providing further that said plans of lateral sewers shall be of the sanitary type of sewers from which storm water and ground water shall be excluded.

The cost of construction, maintenance and repairs of either extensions to the main sewer or additional lateral sewers, shall be entirely borne by the municipality constructing the same.

5. Should the City of Pittsburgh hereafter decide to construct a sewage disposal plant wherein the sewage from Saw Mill Run Drainage Basin shall be treated, it is hereby agreed that said construction, maintenance and repairs of both the plant and sewers carrying the sewage to and from same, shall be made by the City of Pittsburgh, and that the cost of both the construction, maintenance and repairs of said disposal plant and sewers leading from and thereto shall be distributed pro rata among the municipalities located in the Saw Mill Run Drainage Basin.

The basis for the distribution of said cost of construction and maintenance shall be determined by the municipalities interested at the time said sewage disposal plant is constructed.

SECTION 2—All Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

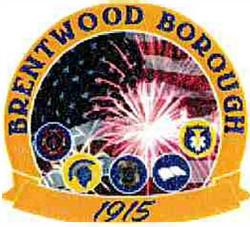
Ordained and enacted this 14th day of April, 1925.

R. L. NEWELL,
President of Council.

Attest:
JOHN CREEHAN,
Secretary.

Examined and approved this 14th day of April, 1925.

L. H. WALTHER,
Burgess.



THE BOROUGH OF BRENTWOOD
MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 – FAX 412-884-1911
www.brentwoodboro.com

July 31, 2019

SENT BY REGULAR MAIL AND EMAIL (vmohamed@pgh20.com)

Pittsburgh Water and Sewer Authority
Vera Mohamed
1200 Penn Avenue
Pittsburgh, PA 15222

RE: Request for Public Records

Dear Ms. Mohamed:

On July 1, 2019, the Borough of Brentwood ("Borough") received your request for records (the "Request") pursuant to Pennsylvania's Right-To-Know Law, 65 P.S. §§ 67.101-67.3104 ("RTKL") seeking access to electronic copies of "the 1926 Sewer Maintenance Agreement between Brentwood Borough and the City of Pittsburgh."

On July 9, 2019, the Borough responded to your Request to inform you that it required additional time to review your Request and would respond within 30 days (excluding holidays), as permitted by Section 902 of the RTKL.

The Borough has completed its review and cannot locate any records in its custody, possession and control that are responsive to your Request.

Please be advised that this correspondence will serve to close this record with our office, as permitted by law.

Sincerely,

BOROUGH OF BRENTWOOD

George Zboyovsky
Borough Manager/Open Records Officer

c: Gavin Robb, Borough Solicitor (via email)

TADMS:5178180-1 031940-185872