

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE CITY OF PITTSBURGH AND THE COUNTY OF ALLEGHENY SANITARY AUTHORITY PROVIDING FOR SEWAGE TREATMENT AND DISPOSAL SERVICE AND IMPOSING LIABILITY ON THE BOROUGH FOR ANNUAL CHARGES THEREFOR.

BE IT ORDAINED AND ENACTED by the Council of the Borough of Monroeville, and it is hereby ordained and enacted by authority of the same.

SECTION 1. That the Burgess and the President of the Council are hereby authorized, empowered and directed, for and in behalf of the Borough, to execute and deliver, and the Secretary is hereby directed to attest, an Agreement with the City of Pittsburgh and the Allegheny County Sanitary Authority in substantially the following form:

A G R E E M E N T

THIS AGREEMENT, dated for convenience of reference as of the first day of August, 1955, by and among

CITY OF PITTSBURGH

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

ALLEGHENY COUNTY SANITARY AUTHORITY

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

BOROUGH OF MONROEVILLE

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

WITNESSETH:

WHEREAS, the Pennsylvania Sanitary Water Board (herein called the "State Board"), acting to abate stream pollution, pursuant to authority conferred upon it by the Pure Streams Law, has ordered Monroeville to provide a compre-

hensive plan for the disposal of the sewage of its rapidly increasing population; and

WHEREAS, The Sanitary Authority was organized to enable all the municipalities in Allegheny County to comply with orders of the State Board to cease discharging untreated sewage into the waters of the Commonwealth; and

WHEREAS, The Sanitary Authority -- with the aid of loans totaling \$2,500,000 from the City, and under the terms of separate long-term service agreements (herein called "Municipal Agreements") with the City and each of sixty-three surrounding municipalities, of which Monroeville is not one -- has completed construction plans which have received the approval of the State Board for a Sewage Disposal System consisting of a large treatment plant and 63 miles of intercepting sewers adequate to serve those municipalities; and

WHEREAS, The City has designated and appointed the Sanitary Authority to be the Sewage Agency which will construct and operate the Sewage Disposal System, the City having reserved in every Municipal Agreement the right to do so; and

WHEREAS, Although the Sanitary Authority is almost ready to advertise for construction bids for the Sewage Disposal System, the City and the Sanitary Authority are willing to alter the plans so as to accommodate the anticipated future population of Monroeville, provided the Borough pays the entire engineering and construction cost of providing the necessary increased capacity in the Sewage Agency's intercepting sewer and enlarged and additional appurtenant facilities along Turtle Creek;

WHEREAS, It will be much more economical as well as more desirable to obtain sewage disposal service for the residents of Monroeville from the Sanitary Authority under the terms of this agreement than to have the Borough construct and operate the necessary sewage treatment plants which the State Board will require; and

WHEREAS, The execution of this agreement by the Borough will constitute compliance by the Borough with the orders of the State Board, and will enable it to obtain permits from the State Board for the prompt construction of badly-needed trunk sewers leading to Turtle Creek, to serve the Borough's schools and homes.

NOW, THEREFORE, in consideration of the premises and the undertakings of each party to the other, THE PARTIES hereto, each intending to legally bind itself, its successors and its assigns, COVENANT AND AGREE as follows:

- 1. Unless the context indicates otherwise, the following definitions shall apply to the terms used in this agreement:
 - a. "City Ordinance" -- ordinance of the City of Pittsburgh.
 - b. "Industrial Agreement" -- any of the several long-term tri-party agreements entered into by the City and the Sanitary Authority with a number of industrial corporations for sewage and industrial waste disposal by the Sewage Disposal System, or any similar agreement executed hereafter by the City and the Sewage Agency. The text of a typical Industrial Agreement is set forth in City Ordinance No. 355 of 1951; others were authorized by City Ordinances Nos. 202 of 1950, 354 of 1951 and 129 of 1954.
 - c. "Municipal Agreement" -- any of the long-term tri-party agreements heretofore entered into by the City and the Sanitary Authority with each of numerous boroughs and townships for sewage service by the Sewage Disposal System at Project Z rate, pursuant to City Ordinances Nos. 54 and 201 of 1950, 247 and 353 of 1951, 313 of 1952 and 420 of 1954, or any similar agreement executed hereafter by the City and the Sewage Agency. The term "Municipal Agreement" shall also include the long-term agreement between the City and

the Sanitary Authority authorized by City Ordinance No. 160 of 1955, for sewage service to the City of Pittsburgh at Project Z rates.

- d. "Project Z" -- the project, as enlarged by some of the Municipal Agreements and by this agreement, contemplated by the Project Z Design Agreement authorized by City Ordinance No. 373 of 1949, for the collection, treatment and disposal of the sewage of the City and numerous adjacent municipalities by a single system at uniform rates, excluding the areas to be served by the Upper Allegheny System and similar future extra-charge extensions.
- e. "Project Z bonds" -- the revenue bonds, notes or other obligations evidencing indebtedness to be issued or incurred by the Sewage Agency, the proceeds of which are used for constructing and putting into operation the Sewage Disposal System and for other purposes required under the several Municipal Agreements and this agreement -- which bonds, notes or other obligations shall be secured by the Sewage Agency's revenues and receipts collected pursuant to this agreement and to the several Municipal Agreements with other municipalities and by all other revenues and receipts of the Sewage Disposal System, including the Project Z rates paid by customers located beyond the Project Z service area (such as those in the Upper Allegheny service area) -- and all revenue bonds, notes or other obligations issued by the Sewage Agency to maintain, repair, improve, rebuild or extend the Sewage Disposal System.
- f. "Project Z rates" -- the schedule of sewage service charges of the Sewage Agency applicable throughout the Project Z service area (including Monroeville) and comprising a part of the Upper Allegheny

rates, so calculated as to yield in the aggregate during each month or quarter year the amount required in each such month or quarter year

- (1) to pay all current administrative, operating, and maintenance expenses of the Sewage Agency in providing service within the Project Z service area, including the cost of handling all sewage and wastes entering the Sewage Disposal System from within and without the Project Z service area,
 - (2) to pay the interest on and the principal of all outstanding Project Z bonds and other Project Z obligations as the same become due and payable, and
 - (3) to create such reserves for such purposes as may be required by any resolution authorizing the issuance of such Project Z bonds or in any trust indenture securing the same.
- g. "Project Z service area" -- the area covered by the several Municipal Agreements, as enlarged by this agreement to include Monroeville (except certain excluded portions), and such additional areas as may be entitled by agreement with the City and the Sewage Agency to receive sewage service from the Sewage Disposal System at Project Z rates.
- h. "Pure Streams Law" -- the Act of the General Assembly of Pennsylvania approved June 22, 1937, P.L. 1987, as amended.
- i. "Sanitary Authority" -- the Allegheny County Sanitary Authority, party to this agreement.
- j. "Sewage Agency" -- the Allegheny County Sanitary Authority, party to this agreement, which shall construct and operate the Sewage Disposal System, the Upper Allegheny System, and any additions thereto or extensions thereof, pursuant to this agreement, the several Municipal Agreements, the several Industrial Agreements,

the Upper Allegheny Agreement, and any other agreements it may lawfully make.

- k. "Sewage Disposal System" -- the Project Z sewage collection, transportation, treatment and disposal system authorized by the State Board's Sewerage Permit No. 8507-S, consisting of interceptor sewers located along the three rivers and two main creeks in the Pittsburgh area and a single treatment plant located in Pittsburgh on the right bank of the Ohio River near the McKees Rocks Bridge, and any additions thereto or extensions thereof providing service at Project Z rates. It shall not include the Upper Allegheny System or any similar future extra-charge extensions.
- l. "Sewage service charges" -- the Sewage Agency's charges, calculated under the prevailing schedule of Project Z rates, for providing sewage collection, transportation, treatment and disposal service through the Sewage Disposal System.
- m. "State Board" -- the Sanitary Water Board of the Commonwealth of Pennsylvania.
- n. "Upper Allegheny Agreement" -- the agreement of February 1, 1952 by and among the City, the Sanitary Authority, the Boroughs of Blawnox and Verona, the Townships of O'Hara and Penn, and the Allegheny County Work House and Inebriate Asylum, the text of which agreement is set forth in City Ordinance No. 255 of 1953.
- o. "Extra bonds for Monroeville" -- Project Z bonds (not particularly identified or specially designated) in the face amount of Four Hundred Thirty-five Thousand (\$435,000) Dollars -- the agreed additional cost of constructing the enlarged intercepting sewer and other facilities along Turtle Creek to accommodate Monroeville over the cost of constructing the smaller facilities originally

designed -- or, if the Borough shall on or before January 1, 1956 advance to the Sanitary Authority in cash a portion of such cost, a correspondingly reduced face amount of Project Z bonds.

- p. "Annual debt burden" -- the sum required each year to pay or provide (1) the interest on and the principal of the extra bonds for Monroeville and (2) a proportionate share of such reserves for such purposes as may be required by any resolution authorizing the issuance of the Project Z bonds or in any trust indenture or agreement/securing the same.

2. The City and the Sanitary Authority hereby enlarge the Project Z service area to include all of the Borough of Monroeville except the portions thereof to be served by the Borough's Garden City sewage treatment plant and by the privately owned plants of the Pittsburgh Miracle Mile Town and Country Shopping Center and of Tourinns, Inc., limited to a maximum future Borough population of 50,000. The Borough will thus be enabled to perform its legal duty to avoid polluting the streams of the Commonwealth, in compliance with the requirements of the Pure Streams Law and with the orders of the State Board.

The Sanitary Authority will promptly prepare new construction plans and specifications, to replace those already completed, for its intercepting sewer and other facilities along Turtle Creek, so that the same shall be adequate in capacity to accommodate the sewage of such anticipated future population of Monroeville (excluding the portions above noted) as well as that of the other municipalities in the Turtle Creek Valley which have executed Municipal Agreements for sewage service from the Sewage Disposal System.

The parties hereto agree that the cost of preparing the necessary revised plans and specifications is Fifteen Thousand (\$15,000) Dollars and that the additional cost of construction is Four Hundred Thirty-five Thousand(\$435,000) Dollars (including \$10,000 for engineering supervision), all of which shall be

paid or borne by the Borough in the manner hereinafter set forth, in addition to payment of the Sewage Agency's Project Z rates for sewage service.

This agreement is expressly conditioned upon the payment by the Borough to the Sanitary Authority of the said sum of \$15,000 not later than August 15, 1955. Failure by the Borough to do so shall nullify this agreement and shall release the City and the Sanitary Authority from any obligation to provide sewage facilities for or sewage service to the Borough or its inhabitants.

The Borough shall have the right to advance to the Sanitary Authority on or before January 1, 1956 all or any part of the said additional sum of \$435,000. To provide all or the unpaid balance of said sum of \$435,000, the Sanitary Authority agrees, for the benefit and at the request of the Borough, to include in its Project Z bonds extra bonds for Monroeville for the purpose of financing the added cost of constructing the enlarged and additional facilities along Turtle Creek. In consideration of such financing undertaken by the Sanitary Authority in discharge of the Borough's legal obligation to provide for the treatment and disposal of its sewage, the Borough hereby covenants and agrees to pay promptly to the Sanitary Authority, out of the Borough's current revenues as hereinafter provided in Paragraph 13, the annual debt burden of such extra bonds for Monroeville, in addition to the sums due the Sanitary Authority for sewage service at Project Z rates.

3. The Sewage Agency shall

a. promptly issue and sell Project Z bonds, including such extra bonds for Monroeville, in sufficient amount to pay

- (1) the cost of constructing the Sewage Disposal System, including such enlarged and additional facilities along Turtle Creek, and placing the same in operation,
- (2) all loans and advances heretofore or hereafter made to the Sanitary Authority by the City and the Federal Works Administration.

- (3) all obligations incurred by the Sanitary Authority and by the Sewage Agency which are repayable out of such bond proceeds, and
 - (4) all other lawful requirement of the Sewage Agency, including, but without limitation, the cost of all lands, property, rights, easements and franchises acquired, financing charges, the cost of legal services, administrative expenses and all other expenses necessary or incident to the construction of the Sewage Disposal System and to the financing thereof;
- b. upon receipt of the proceeds of such Project Z bonds, proceed promptly and with due diligence in the construction of the Sewage Disposal System, with the privilege of awarding all or portions of the actual construction work under separate contracts to the lowest responsible bidder for each contract;
 - c. upon completion of the Sewage Disposal System, intercept all sewage and wastes of the Borough which are discharged from any municipal outfall sewer located along the Turtle Creek interceptor sewer of the Sewage Disposal System (subject to the provisions of Paragraph 4 of this agreement), transport such sewage and wastes to its treatment plant, provide such treatment and disposal thereof as may be required by law, and operate the Sewage Disposal System in an efficient and economical manner; and
 - d. make such changes in and additions to the Sewage Disposal System as may be necessary to enable the Borough to comply with any future lawful orders of the State Board or any other State or Federal Agency in respect of the treatment and disposal of the Borough's municipal sewage and wastes which enter the Sewage Agency's interceptor sewers, and shall issue additional revenue bonds for such purpose or purposes; provided, however, that the Sewage Agency

shall have the right to increase its sewage service charges to such extent as will yield the additional revenue needed to meet all bond requirements and operating and other expenses incurred by the Sewage Agency in the design, construction and operation of such added facilities.

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

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

4. The Sewage Agency's intercepting sewer serving the Borough will be constructed along Turtle Creek. The Borough understands and agrees that the Sewage Agency will accept for treatment and disposal only such sewage and wastes entering the Borough's sewers as are discharged from municipal outfall sewers (belonging to the Borough or to any other municipality) located along such intercepting sewer, and that it shall be the obligation of the Borough to bring its sewage and wastes to a proper point of connection with such intercepting sewer, as hereinafter set forth. No sewer connection whereby sewage or wastes from any territory outside the Project Z service area may reach a Sewage Agency intercepting sewer shall be made or permitted by the Borough in the absence of an agreement similar to the Municipal Agreement or similar to the Upper Allegheny Agreement covering such outside territory.

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To serve Monroeville, the Sewage Agency will design and construct, without additional charge to the Borough, connections with necessary appurtenant control works or diversion structures for not more than twelve outfall sewers on the Sewage Agency's Turtle Creek intercepting sewer, located as follows: (1) at Thompson's Run in Turtle Creek, (2) at Patton Street in Wilmerding, (3) at a point in Pitcairn Borough approximately 600 feet west of Walls Avenue, (4) at Moss Side Boulevard in Monroeville, (5) at the upstream terminus of the Sewage Agency's intercepting sewer at Forbes Street in Trafford, and at not more than seven other points to be approved by the Sewage Agency. Connections to any additional outfall sewers shall be made in such manner as the Sewage Agency shall direct, and at the expense of the Borough and any other municipality or municipalities using each such outfall sewer.

The Borough shall provide for the separation of sanitary sewage and wastes from storm or surface drainage. Only sanitary sewers shall be connected directly or indirectly with the Sewage Disposal System. The Borough shall not permit the discharge of storm or surface water into any sanitary sewer and shall require the disconnection therefrom of roof and other storm water drains.

No existing or future outfall sewer into which flows a surface or sub-surface stream or the acid drainage of a coal mine shall be connected with the Sewage Agency's interceptor sewer. If any such outfall sewer is discovered by the Sanitary Authority, it shall notify the Borough thereof in writing, and if such condition is not promptly remedied, no provision shall be made in the plans and specifications for the connection of such outfall sewer with the Sewage Disposal System.

If any such condition occurs or is discovered after a connection has been made, and if the Borough does not divert and exclude such stream or acid drainage promptly after receiving written notice from the Sewage Agency to do so, the Sewage Agency shall have the right either to disconnect such outfall sewer from

the Sewage Disposal System or to construct the necessary facilities to divert and exclude such stream or acid drainage and to charge the cost thereof to the Borough. The Borough hereby agrees to pay such cost in such event.

5. The City and the Sewage Agency shall have the right, subject to the approval of the State Board but without consulting or notifying the Borough, to permit municipalities which are partially or entirely outside the Project Z service area to pump or drain additional sewage or wastes from territory outside such service area into the Sewage Disposal System for treatment and disposal by the Sewage Agency; provided, however, that no such permission shall be given unless an agreement similar to the Municipal Agreement or similar to the Upper Allegheny Agreement shall be executed with the affected municipality or municipalities.

The City and the Sewage Agency shall have the similar right to enter into agreements with industrial firms within and without the Project Z service area for the treatment and disposal of their sewage and wastes which do not enter a municipal sewer; provided, however, that the service charges shall be at least as high as the Project Z rates or Upper Allegheny rates (or other extra-charge rates) prevailing in the same vicinity.

6. The Borough covenants and agrees that the Sewage Agency shall be the sole and exclusive agency, during the entire life of this agreement, to provide sewage treatment and disposal service to the Borough (except such portions thereof as are excluded from the service area of the Sewage Disposal System under Paragraph 2 of this agreement) and to all its water users therein who or which discharge sewage or wastes into the Borough's sewerage system. The Borough hereby covenants to pay to the Sewage Agency the prevailing Project Z rates for sewage service to all such water users, and covenants to perform all the acts and discharge all the duties and obligations imposed upon it by this agreement. The Borough further covenants that it will not itself engage in the business of

providing sewage treatment and disposal service to such water users, nor will it authorize or permit any other agency, public or private, to do so in competition with or in substitution for the Sewage Agency.

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

The Sewage Agency's schedule of Project Z rates shall impose reasonable minimum charges, may include such block rates for metered water users and such charges for flat-rate water users as the Sewage Agency shall determine, and shall provide extra charges for commercial and industrial wastes which impose an extraordinary burden on the Sewage Disposal System. The schedule shall be adjusted from time to time in such manner as the Sewage Agency shall deem necessary or proper to insure the collection of adequate revenues to meet its financial requirements.

8. All charges for sewage service under the Project Z rates shall be computed on the basis of the quantity of water used, whether the water is furnished by the waterworks system of the Borough or secured from any other source.

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

- a. Metered water users -- by applying the Sewage Agency's schedule of Project Z rates then in effect to the quantity of water delivered to each water user during the preceding quarter year or other meter period, as measured by the most recent water meter reading;

- b. Flat-rate water users -- by applying the percentage set forth in the Sewage Agency's schedule of Project Z rates then in effect to the flat-rate water bill;
- c. Users of water taken from a private water source or public stream -- by applying the Sewage Agency's schedule of Project Z rates then in effect to the quantity of water used as estimated by the Sewage Agency; provided, however, that if any such water user or the Borough shall at his or its own expense install and maintain in good operating condition a meter or other measuring device of a type approved by the Sewage Agency, the amount payable by the Borough for sewage service to such water user shall be based upon the quantity of water used as so measured.

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

There shall be no free services rendered by the Sewage Disposal System, and the Borough's obligations under this agreement shall include payment for sewage service provided to the Borough itself and to all public corporations, all charitable or non-profit institutions and all school districts and other political subdivisions, in accordance with the established schedule of sewage service charges.

If any substantial portion of the water used regularly on any lot or parcel of land does not enter the Borough's sewerage system, the Borough may secure a reduction in the amount of the sewage service charges to be paid for sewage service to such water user, subject to the established minimum charges, if such

water user or the Borough shall, at his or its own expense and subject to such regulations as may be prescribed by the Sewage Agency, install and maintain a separate meter or other measuring device approved by the Sewage Agency for measuring the water so used, in which event the quantity of water so used shall thereafter be excluded in computing the sewage service charges to be paid by the Borough for sewage service to such water user.

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

9. In order to enable the Sewage Agency to compute its sewage service charges based thereon, as provided in Paragraph 8 hereof, the Borough, so long as it operates its own waterworks system, shall furnish to the Sewage Agency, not later than the 15th day of the month following the month during which water bills are issued, a list or lists of all water meter readings and flat-rate water bills issued during the preceding calendar month, together with the basis for each flat-rate water user's water bill, and shall include therein the meter readings of meters installed by water users taking water from a private water source or public stream. The Sewage Agency will request similar information from the private water company, municipal authority or other agency supplying water to any water users within the Borough. If by reason of failure to obtain

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such data promptly the Sewage Agency is compelled to treat any water users as though they were flat-rate water users, as further provided above in the said Paragraph 8, and in so doing is obliged to survey the premises of each such water user for the purpose of determine his or its flat-rate water status, the cost incurred by the Sewage Agency in making such survey or surveys shall be repaid to it by the Borough. The Borough authorizes the Sewage Agency to make such survey or surveys, and it is agreed that every water user, in accepting the Sewage Agency's service, authorizes the Sewage Agency to enter upon his or its premises for such purpose.

The Sewage Agency will reimburse the Borough and other water supplying agencies, on or before April first of each year, for the reasonable added clerical expense incurred by each of them during the previous calendar year in preparing the lists of metered water data and of flat-rate bills hereinabove referred to, but not for the cost of reading meters, excepting only the cost of reading such meters as may be installed by or for users of water who are not connected with their respective waterworks systems.

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

At least sixty (60) days before any revised Project Z rates shall become effective, the Sewage Agency shall submit in writing to the Borough a statement setting forth the new schedule of sewage service charges and the reasons why it was found necessary or desirable to put them into effect. Such new schedule of charges shall go into effect at the time specified in said statement

(not earlier, however, than sixty (60) days from the furnished of such statement), unless suspended by a final decree of a court of competent jurisdiction.

11. The Borough covenants to pay to the Sewage Agency the aggregate amount of all sewage service charges which are chargeable under Paragraphs 7-10 of this agreement for sewage service to its water users, in consideration of the performance by the Sewage Agency of the Borough's legal duty to avoid the pollution of the waters of the Commonwealth. The individual charges for sewage service to each water user shall be computed in the manner hereinbefore set forth, and all such individual bills shall be totaled. The aggregate amount thereof shall be billed quarterly to the Borough. The Borough covenants that it will pay each such quarterly aggregate amount, out of the Borough's current revenues as hereinafter provided, within sixty (60) days after the date of the bill therefor. The Sewage Agency will refund to the Borough, on or before April first of each year, as a credit for the saving in billing expense, a sum equal to the average cost per customer incurred by the Sewage Agency during the preceding calendar year for billing and collecting its charges in all municipalities served by it in which individual water users are billed separately by the Sewage Agency, multiplied by the average number of individual water users in the Borough.

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

prevailing sewage service charges for sewage service to the water users within such territory.

13. The Borough shall annually provide in its budget for obtaining the funds necessary to meet its obligations under this agreement. On or before October 1 of each year the Sewage Agency shall supply to the Borough's Council a written estimate of (a) the annual debt burden of the extra bonds for Monroeville plus (b) the total aggregate amount of all sewage service charges plus (c) the estimated amount (if any) due under Paragraph 15 of this agreement which the Borough will probably be required to pay to the Sewage Agency during the ensuing fiscal year. The Borough shall, by proper ordinance, promptly levy a special tax, impose a sewer rental or sewage charge, or provide for obtaining revenues in any other lawful manner, or resort to any two or more methods of securing the funds required under this agreement, in such manner as to assure that the Borough shall obtain or collect during the ensuing fiscal year a sum which, together with any unused moneys remaining from previous years, will be at least 120% of such estimated amount to become due under this agreement during such year. The revenues collected from such tax levy or from any other source so designated by the Borough, or from any combination thereof which the Borough may elect to employ, shall be deposited to the credit of a special fund to be designated "Sewage Agency Fund", the moneys in which shall be used by the Borough to meet its obligations under this agreement and shall not be used for any other purpose whatever.

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

14. The Sewage Agency shall have the right to promulgate, issue, publish and enforce rules and regulations governing its activities and carrying into effect the provisions of this agreement. Such rules and regulations may include

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provisions prohibiting or regulating the discharge into the Borough's sewerage system of oils, acids and other substances which may be harmful to the Sewage Agency's sewers, pumping stations or other structures or which may interfere with the sewage treatment processes at the Sewage Agency's plant, and prohibiting the discharge into any Borough sanitary sewer of surface or ground water.

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

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

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

IN WITNESS WHEREOF, City of Pittsburgh has caused this agreement to be executed by its Mayor and Director of the Department of Public Works and its official seal to be hereunto impressed, pursuant to Ordinance No. , duly enacted and approved on the day of , 1955; Allegheny County Sanitary Authority has caused this agreement to be executed by its Chairman and its official seal to be hereunto impressed and attested by its Secretary, pursuant to a resolution duly adopted by its Board on the day of August, 1955; and Borough of Monroeville has caused this agreement to be executed by its Burgess and the President of its Council and its official seal to be hereunto impressed and attested, pursuant to Ordinance No. , duly enacted and approved on the day of August, 1955.

Attest:

CITY OF PITTSBURGH

By

Secretary to Mayor

Mayor

ATTEST:

Chief Clerk

Director, Department of Public Works

Approved as to form:

City Solicitor

Countersigned:

City Controller

Attest:

ALLEGHENY COUNTY SANITARY AUTHORITY

Secretary By _____
Chairman

Approved as to form:

Chief Counsel

Attest:

BOROUGH OF MONROEVILLE

Borough Secretary By _____
Burgess

President of Council

Approved as to form:

Borough Solicitor

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Section 2. That 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 1st day of August, 1955.

Attest:

(Signed) Edyth J. Amalong
Borough Secretary

(Signed) Wm. J. Caughey
President of Council

Examined and approved by me this 1st day of August, 1955.

(Signed) Samuel Jenkins
Burgess

C E R T I F I C A T I O N

The foregoing is certified to be a true and correct copy of Ordinance No. _____, as the same is recorded in the official Ordinance Book of the Borough of Monroeville.

Witness my hand and the official seal of the Borough of Monroeville this _____ day of August, 1955.

Borough Secretary