

BOROUGH OF MONROEVILLE

ORDINANCE NO. 195

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF PENN, WESTMORELAND COUNTY AND THE PENN TOWNSHIP SEWAGE AUTHORITY, WESTMORELAND COUNTY, THE ALLEGHENY COUNTY SANITARY AUTHORITY AND THE CITY OF PITTSBURGH PROVIDING FOR THE SURRENDER BY THE BOROUGH OF MONROEVILLE OF SIX THOUSAND (6,000) POPULATION COUNT OF ITS AUTHORIZED FIFTY THOUSAND (50,000) POPULATION COUNT AS SET FORTH IN A PRIOR AGREEMENT WITH THE ALLEGHENY COUNTY SANITARY AUTHORITY AND THE CITY OF PITTSBURGH AND THE ASSIGNMENT TO THE TOWNSHIP OF PENN, WESTMORELAND COUNTY AND THE PENN TOWNSHIP SEWAGE AUTHORITY, WESTMORELAND COUNTY, OF SAID SIX THOUSAND (6,000) POPULATION COUNT PLUS AN ADDITIONAL FOUR THOUSAND (4,000) POPULATION COUNT GRANTED TO IT BY THE ALLEGHENY COUNTY SANITARY AUTHORITY, AND PROVIDING FOR THE PAYMENT, BY THE TOWNSHIP OF PENN AND THE PENN TOWNSHIP SEWAGE AUTHORITY, WESTMORELAND COUNTY, OF CERTAIN SERVICE CHARGES TO THE ALLEGHENY COUNTY SANITARY AUTHORITY.

Be it ordained and enacted by 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 Council are hereby empowered and directed for and in behalf of the Borough to execute and deliver; and that the Secretary is hereby directed to attest an agreement with the Township of Penn, Westmoreland County and the Penn Township Sewage Authority, Westmoreland County, and the Allegheny County Sanitary Authority and the City of Pittsburgh in substantially the following form:

AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of April, A.D. 1960, by and among

CITY OF PITTSBURGH

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

ALLEGHENY COUNTY SANITARY AUTHORITY

(herein called the "Sanitary Authority"), a municipal Authority whose members are the City of Pittsburgh and the County of Allegheny.

BOROUGH OF MONROEVILLE

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

TOWNSHIP OF PENN

(herein called the "Township"), a First Class Township located in the County of Westmoreland, Commonwealth of Pennsylvania, and

PENN TOWNSHIP SEWAGE AUTHORITY
WESTMORELAND COUNTY, PENNSYLVANIA

(herein called the "Township Authority"), a Municipal Authority organized by the said Township of Penn, having its principal office in Westmoreland County, Pennsylvania,

WITNESSETH:

WHEREAS, the Sanitary Authority has constructed and is operating its Sewage Disposal System, by means of which it is providing sewage transportation, treatment and disposal service (herein called "sewage service") to seventy municipalities including the City, Monroeville and Trafford but not the Township; and

WHEREAS, The eastern portion of Monroeville and the unincorporated village of Level Green (a portion of the Township of Penn herein called "Level Green") border on opposite sides of Turtle Creek and are located up-stream of Trafford; and

WHEREAS, The Turtle Creek intercepting sewer of the Sewage Disposal System terminates at Trafford; and

WHEREAS, The Borough, in order to bring its sewage thereto, as required by the ACSA-Monroeville Agreement, is planning to construct a trunk sewer in or along Turtle Creek which will in effect be an extension of the Sanitary Authority's Turtle Creek intercepting sewer, and

WHEREAS, The Township has organized the Township Authority for the purpose, inter alia, of constructing a sewer system in, and disposing of the sewage of, the Level Green portion of the Township; and

WHEREAS, The Township has been ordered by the State Board, pursuant to the Pure Streams Law, to provide for treating the sewage of Level Green that will be discharged from the sewer system to be constructed by the Township Authority; and

WHEREAS, The Township and the Township Authority have decided that it will be cheaper and more advantageous to the people of the Township to comply with the State Board's order by obtaining sewage treatment service through the Borough's projected Turtle Creek Trunk Sewer and the Sanitary Authority's Sewage Disposal System than by constructing and operating a Township or Township Authority sewage treatment plant for such purpose; and

WHEREAS, Under the Monroeville-Level Green Agreement of even date herewith, the Township and the Township Authority have been

given the right to discharge into the Borough's said Turtle Creek Trunk Sewer the sewage of Level Green to the extent of a maximum of 10,000 population equivalent, in order that such sewage may reach the Sanitary Authority's intercepting sewer at Trafford for treatment and disposal through the Sewage Disposal System under the terms and conditions hereinafter set forth; and

WHEREAS, At its terminus in Trafford the Sanitary Authority's Turtle Creek intercepting sewer has reserve capacity for only 4,000 population equivalent, over and above the capacity required for providing sewage service under existing Municipal and Industrial Agreements; and

WHEREAS, Under the terms of the ACSA-Monroeville Agreement, the Borough's right to receive sewage service from the Sewage Disposal System is limited to a maximum future population equivalent of 50,000 ; and

WHEREAS, In order to accommodate Level Green's 10,000 population equivalent in the Sanitary Authority's Turtle Creek intercepting sewer, the Borough has agreed to relinquish 6,000 of the 50,000 population equivalent allocated to it in the ACSA-Monroeville Agreement; and

WHEREAS, The parties hereto executed a general letter of intent dated November 16, 1959 which contemplated the detailed arrangement for service to Level Green herein set forth, and the City and the County of Allegheny have formally authorized the Sanitary Authority to provide sewage service to Level Green; and

WHEREAS, In furtherance of such intent, the Township Authority has issued \$825,000 of sewer revenue bonds under the Level Green Trust Indenture and is proceeding with the construction of a system of sanitary sewers in Level Green; and

Whereas, The Township Authority and the Township have entered into the Level Green Leaseback Agreement, referred to in said Trust Indenture, whereunder the Township Authority has leased to the Township the sewer system to be constructed by the Township Authority, and the Township has agreed, inter alia, to pay the sewage service rates and charges of the Sanitary Authority hereinafter provided for as a current operating expense of the Level Green Sewer System,

NOW, THEREFORE, in consideration of the premises and the undertakings of each party to the others, THE PARTIES hereto, intending to be legally bound hereby (the Township and the Township Authority jointly and severally, the other parties severally), COVENANT AND AGREE, for themselves and their respective successors and assigns, as follows:

1. Unless the context indicates otherwise, the following definitions shall apply to the terms used in this agreement:

- a. "ACSA-Monroeville Agreement" - The long-term agreement of August 1, 1955 by and among the City, the Sanitary Authority and Monroeville, the text of which is set forth in City Ordinance No. 372 of 1955 and Monroeville Ordinance No. 46 of 1955, for sewage service by the Sanitary Authority's Sewage Disposal System.
- b. "City Ordinance" - Ordinance of the City of Pittsburgh.
- c. "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 Sanitary Authority. The text of a typical Industrial Agreement is set forth in City Ordinance No. 355 of 1951; others were authorized by City Ordinance Nos. 202 of 1950, 354 of 1951 and 129 of 1954.
- d. "Level Green" - The portion of the Township of Penn known as Level Green, bordering on the left or east bank of Turtle Creek upstream of Trafford and opposite the Borough of Monroeville, bounded as follows: on the west by Turtle Creek, on the north by the Pennsylvania Turnpike, on the east by the Township's Paintertown Road, and on the south by the Township boundary line.
- e. "Level Green Leaseback Agreement" - The Agreement of Lease dated as of November 1, 1959 between Penn Township Sewage Authority as lessor and Township of Penn as lessee.
- f. "Level Green Indenture" - The Trust Indenture dated as of November 1, 1959 between Penn Township Sewage Authority and Pittsburgh National Bank as Trustee, which secures the Township Authority's sewer revenue bonds.
- g. "Monroeville - Level Green Agreement" - The agreement of even date herewith by and among Borough of Monroeville, Township of Penn, and Penn Township Sewage Authority, which agreement is incorporated herein and made part hereof by reference for the joint use of a portion of the Borough's Turtle Creek Trunk Sewer.
- h. "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 rates, pursuant to City Ordinances Nos. 54 and 201 of 1950, 247 and 353 of 1951, 313 of 1952 and 420 of 1954, which set forth the text thereof, or any similar agreement executed hereafter by the City

and the Sanitary Authority. The term "Municipal Agreement" shall also include the ACSA-Monroeville Agreement as well as the long-term sewage service agreement between the City and the Sanitary Authority the text of which is set forth in City Ordinance No. 160 of 1955.

- i. "Population equivalent" - 90 gallons per day of total flow in the sewer per person of population, as measured at the point of connection of any Level Green outfall sewer to the Borough's Turtle Creek Trunk Sewer or at the point of connection to the Sanitary Authority's Turtle Creek intercepting sewer of the said Turtle Creek Trunk Sewer or of any Borough outfall sewer.
- j. "Project Z" - The project, as enlarged by some of the Municipal Agreements and by this agreement, contemplated by the Project Z Design Agreement the text of which is set forth in 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.
- k. "Project Z bonds" - The revenue bonds already issued by the Sanitary Authority and the revenue bonds, notes or other obligations evidencing indebtedness to be issued or incurred by it, the proceeds of which have been or will be 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 Sanitary Authority's revenues and receipts collected pursuant to this agreement and to the several Municipal and Industrial Agreements 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 Sanitary Authority to maintain, repair, improve, rebuild or extend the Sewage Disposal System.
- l. "Project Z rates" - The schedule of sewage service charges of the Sanitary Authority applicable throughout the Project Z service area (as enlarged by this agreement) 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 Sanitary Authority 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.
- m. "Project Z service area" - The area covered by the several Municipal Agreements, as enlarged by this agreement to include the previously excluded portions of Monroeville and the Level Green portion of the Township of Penn, and such additional areas as may be entitled by agreement with the City and the Sanitary Authority to receive sewage service from the Sewage Disposal System at Project Z rates.
 - n. "Pure Streams Law" - The Act of the General Assembly of Pennsylvania approved June 22, 1937, P. L. 1987, as amended.
 - o. "Sanitary Authority" - The Allegheny County Sanitary Authority, party to this agreement, which has constructed and is operating the Sewage Disposal System and the Upper Allegheny System, pursuant to the several Municipal Agreements, the several Industrial Agreements and the Upper Allegheny Agreement.
 - p. "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 intercepting 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 sewage service at Project Z rates. It shall not include the Upper Allegheny System or any similar future extra-charge extensions.
 - q. "Sewage service charges" - The Sanitary Authority'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.

- r. "State Board" - The Sanitary Water Board of the Commonwealth of Pennsylvania.
- s. "Trafford" - The Borough of Trafford, which borders on Turtle Creek and is located partly in Allegheny County and partly in Westmoreland County.
- t. "Turtle Creek intercepting sewer" - One of the intercepting sewers of the Sewage Disposal System, located along Turtle Creek and extending from the mouth thereof (at the Monongahela River) upstream and terminating at Forbes Avenue in the Borough of Trafford.
- u. "Turtle Creek Trunk Sewer" - The sewer (referred to in the Monroeville-Level Green Agreement) to be constructed, maintained and operated by Monroeville along Turtle Creek upstream of Trafford as a virtual extension of the Sanitary Authority's Turtle Creek intercepting sewer.
- v. "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, for sewage service through the Upper Allegheny System and the Sewage Disposal System.
- w. "Upper Allegheny System" - The extension to the Sewage Disposal System constructed and operated by the Sanitary Authority pursuant to the Upper Allegheny Agreement.

2. The City and the Sanitary Authority hereby enlarge the Project Z service area to include (a) Level Green and, immediately upon abandonment of the sewage treatment plants still in use in the Borough, (b) those portions of the Borough of Monroeville previously excluded in the ACSA-Monroeville Agreement, namely, the portions now 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. The Borough and the Township and Township Authority will thus be enabled to perform their legal duty to avoid polluting the streams of the Commonwealth, in compliance with the requirements of the Pure Streams Law and the orders of the State Board. The parties understand and agree that the Sanitary Authority's obligation to provide sewage service hereunder is strictly limited to a maximum future population equivalent of 10,000 for Level Green and 44,000 for the Borough, and subject to the provisions hereinafter set forth.

3. The Monroeville-Level Green Agreement, of even date herewith, is incorporated herein and made part hereof by reference. The ACSA-Level Green Agreement, as modified and amended hereby, shall continue in full force and effect. Failure to mention the

Borough in some of the provisions herein made applicable to the Township and the Township Authority shall mean only that similar provisions, plus others, appear in the said ACSA-Monroeville Agreement. In no event shall the rights of the Borough, the Township and the Township Authority hereunder exceed the rights of other municipalities in the Project Z service area under existing Municipal Agreements.

4. The Borough covenants that it will promptly construct and complete the Turtle Creek Trunk Sewer and connect it to the Sanitary Authority's intercepting sewer at Trafford, in accordance with the terms of the Monroeville-Level Green Agreement and subject to approval by the Sanitary Authority of the plans therefor and the construction thereof, at the expense of the Borough. The Turtle Creek Trunk Sewer shall be similar in design, materials and construction to the Sanitary Authority's Turtle Creek intercepting sewer. Such Trunk Sewer and all sewers in the Borough connected therewith shall be so designed, constructed, maintained and kept in repair that infiltration of groundwater thereinto shall not exceed 10,000 gallons per day per mile of sewer. At the point of connection of the Turtle Creek Trunk Sewer with the Sanitary Authority's intercepting sewer control structure at Forbes Avenue in Trafford, the Borough shall install and keep in good operating condition a recording sewage meter of a type approved by the Sanitary Authority. The Borough shall keep continuous records of the sewage flows as measured by such meter and shall make the same available to the Sanitary Authority, which shall also have the right of access to such meter.

5. The Township and the Township Authority covenant that they will promptly construct and complete a system of sanitary sewers in Level Green, and will as soon as feasible connect the same to the Borough's Turtle Creek Trunk Sewer so that all the sewage of Level Green may reach the Sewage Disposal System for treatment and disposal as herein provided. It shall be the obligation of the Township and the Township Authority to see to it that all sanitary sewers in Level Green are so designed, constructed, maintained and kept in repair that infiltration of groundwater thereinto shall not exceed 10,000 gallons per day per mile of sewer. At each point of connection of the Level Green sewer system with the Turtle Creek Trunk Sewer, the Township and the Township Authority shall install and keep in good operating condition a recording sewage meter of a type approved by the Sanitary Authority and the Borough. The Township - and if it does not do so, then the Township Authority - shall keep continuous records of the sewage flows as measured by such meter or meters and shall make the same available to the Sanitary Authority and the Borough, which shall also have the right of access to such meter or meters.

6. The Borough, the Township and the Township Authority understand and agree that the Sanitary Authority will accept for treatment and disposal only such sewage and wastes entering their sewers as are discharged from municipal outfall sewers located along the

Sanitary Authority's Turtle Creek intercepting sewer and from the Borough's Turtle Creek Trunk Sewer connecting therewith; and that it shall be the obligation of the Borough, the Township and the Township Authority to bring their sewage and wastes to proper points of connection with the Sanitary Authority's Turtle Creek intercepting sewer. No sewer connection whereby sewage or wastes from any territory outside the Project Z service area (as enlarged by this agreement) may reach a Sanitary Authority intercepting sewer shall be made or permitted by the Borough, the Township or the Township Authority.

The Borough, the Township and the Township Authority shall provide for the separation of sanitary sewage and wates from storm or surface drainage. Only sanitary sewers shall be connected directly or indirectly with the Sewage Disposal System. The Borough, the Township and the Township Authority 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 flow a surface or sub-surface stream or the acid drainage of a coal mine shall be connected directly or indirectly with the Sewage Disposal System. If any such condition occurs or is discovered after a connection has been made, and if the Borough or the Township and the Township Authority, as the case may be, do not divert and exclude such stream or acid drainage promptly after receiving written notice from the Sanitary Authority to do so, the Sanitary Authority shall have the right either to disconnect such outfall sewer - or the Borough's Turtle Creek Trunk Sewer, if affected - 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 or to the Township and the Township Authority. The Borough, the Township and the Township Authority hereby agree to pay such cost in such event.

7. The Borough, the Township and the Township Authority understand that this agreement allocates to them the remainder of the full service capacity of the Sanitary Authority's Turtle Creek intercepting sewer. The parties agree that the maximum total average daily flow permitted hereunder shall be 900,000 gallons at the point or points of discharge from Level Green into the Turtle Creek Trunk Sewer, to serve the population equivalent of 10,000 allocated herein to Level Green, and 2,074,500 gallons at the point of connection of the Turtle Creek Trunk Sewer to the Sanitary Authority's Turtle Creek intercepting sewer at Trafford, to serve Level Green plus so much of the 44,000 population equivalent allocated herein to Monroeville as may originate in the portion of the Borough lying upstream of Trafford, such average daily flows to be computed on an annual basis, based on the recorded measurements of daily flow made by the sewage meters hereinabove provided for.

The parties further agree that the peak flow at such latter point shall not exceed the rate of 5,000,000 gallons per day, in order to avoid overloading the Sanitary Authority's Turtle Creek intercepting sewer or appropriating capacity therein which has already been allocated to other contracting municipalities and industries. The Borough, the Township and the Township Authority therefore agree that the Sanitary Authority shall have the right, without liability of any kind to them or their residents, to exclude from the Sewage Disposal System and divert into Turtle Creek all sewage and wastes reaching it from the Turtle Creek Trunk Sewer in excess of such peak rate of flow of 5,000,000 gallons per day as indicated by the Borough's said sewage meter. The obligation to treat and dispose of such excess sewage and wastes as required by law shall be that of the Borough.

8. The City and the Sanitary Authority shall have the right, subject to the approval of the State Board but without consulting or notifying the Borough, the Township or the Township Authority, 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 Sanitary Authority; 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; and provided, further, that no such permission shall be given if it will reduce the 44,000 population equivalent allocated to the Borough or the 10,000 population equivalent allocated to the Township and the Township Authority as herein provided.

The City and the Sanitary Authority 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.

9. The Township and the Township Authority covenant and agree that the Sanitary Authority shall be the sole and exclusive agency, during the entire life of this agreement, to provide sewage treatment and disposal service to Level Green and to all water users therein who or which discharge sewage or wastes into municipal or authority sewers. The Township and the Township Authority hereby covenant to pay to the Sanitary Authority the prevailing Project Z rates for sewage service to all such water users, and to perform all the acts and discharge all the duties and obligations imposed upon them by this agreement. The Township and the Township Authority further covenant that they will not themselves engage in the business of providing sewage treatment and disposal service to such water users, nor will they authorize or permit any other agency, public or private,

to do so in competition with or in substitution for the Sanitary Authority. The provisions of this Paragraph shall not apply to sewage and wastes in excess of the limits set forth in Paragraph 7 hereof, nor to sewage and wastes refused by the Sanitary Authority because of violation of the terms of this agreement.

10. The Sanitary Authority shall, for the services and facilities furnished or to be furnished by it, impose upon and collect from the Township and the Township Authority, for sewage service to the owner, tenant or occupant of each lot or parcel of land within Level Green from which sewage or wastes enter a municipal or authority sewer and thence may reach the Sewage Disposal System (hereinafter called sometimes 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 Sanitary Authority'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 Sanitary Authority 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 Sanitary Authority shall deem necessary or proper to insure the collection of adequate revenues to meet its financial requirements.

11. 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 a municipal or authority water-works system or secured from any other source.

The sewage service charge to be paid by the Township and the Township Authority for sewage service to each water user in Level Green shall be computed as follows:

- a. Metered water users - by applying the Sanitary Authority'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 Sanitary Authority'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 Sanitary Authority's schedule of Project Z rates then in effect to the quantity of water used as estimated by the Sanitary Authority; provided, however, that if any such water user or the Township or Township Authority 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 Sanitary Authority, the amount payable by the Township or Township Authority for sewage service to such water user shall be based upon the quantity of water used as so measured.

If the Township or Township Authority or other water supplying agency does not make available promptly to the Sanitary Authority the necessary data for computing the sewage service charge of any water user, the charge for sewage service to such water user shall be based upon the estimated quantity of water used by such water user, and an adjustment in such charge will be made if and when the actual measured usage or flat-rate water charge is made known to the Sanitary Authority.

There shall be no free services rendered by the Sewage Disposal System, and the Township's and Township Authority's obligations under this agreement shall include payment for sewage service provided to the Township itself, to the Township Authority 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 used for commercial, manufacturing or industrial purposes does not enter the Township's or Township Authority's sewage system, the Township and the Township Authority 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 Township or Township Authority shall, at his or its own expense and subject to such regulations as may be prescribed by the Sanitary Authority, install and maintain a separate meter or other measuring device approved by the Sanitary Authority 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 Township and the Township Authority 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 Sanitary Authority 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 Sanitary Authority 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 Sanitary Authority before discharging such sewage or wastes into the Township's or Township Authority's sewerage system.

12. In order to enable the Sanitary Authority to compute its sewage service charges based thereon, as provided in Paragraph 11 hereof,

the Township and the Township Authority, so long as either operates its own waterworks system, shall furnish to the Sanitary Authority, 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 Sanitary Authority will request similar information from the private water company, municipal authority or other agency supplying water to any water users within Level Green. If the Sanitary Authority is required to pay more for obtaining water usage data for water users in Level Green than the average cost paid by the Sanitary Authority for similar data regarding all other water users served by it, the excess shall be refunded to it by the Township and the Township Authority.

The Sanitary Authority will reimburse the Township, the Township Authority 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.

13. The Township and the Township Authority agree that if the schedule of Project Z rates in effect at any time does not, or in the opinion of the Sanitary Authority may not, yield sufficient revenues to meet the Sanitary Authority's Project Z financial requirements, or if the Sanitary Authority finds that such schedule has proved to be inequitable, the Sanitary Authority 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 Sanitary Authority shall submit in writing to the Township and the Township Authority 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, than sixty (60) days from the furnishing of such statement), unless suspended by a final decree of a court of competent jurisdiction.

14. The Township and the Township Authority covenant to pay to the Sanitary Authority the aggregate amount of all sewage service charges which are chargeable under Paragraphs 10-13 of this agreement for sewage service to their water users, in consideration of the performance by the Sanitary Authority of the Township's and the Township Authority'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 Township and the Township Authority. The Township and the Township Authority covenant that they will pay within sixty (60) days of the date of the bill therefor each such aggregate quarterly aggregate amount for sewage service to all water users in Level Green. The Sanitary Authority will refund to the Township and the Township Authority 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 Sanitary Authority 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 Sanitary Authority, multiplied by the average number of individual water users in Level Green.

15. Any present or future connection through which sewage or wastes emanating from any territory outside the present territorial limits of Level Green enters the Townships or Township Authority's sewerage system and thence may reach the Sewage Agency's intercepting sewer shall promptly be shut off or removed by the Township and the Township Authority. During the time that such sewage continues to enter the Township's or Township Authority's sewerage system prior to such shut-off or removal, the Township and the Township Authority shall pay to the Sanitary Authority the estimated cost of collecting, transporting, treating and disposing of such sewage, such estimated cost to be approximately the same as if the Township and the Township Authority were subject to the Sanitary Authority's prevailing sewage service charges for sewage service to the water users within such territory.

16. The Township and the Township Authority shall annually provide in their budgets for obtaining the funds necessary to meet their obligations under this agreement. On or before October 1 of each year the Sanitary Authority shall supply to the Township's Board of Commissioners and to the Board of the Township Authority a written estimate of (a) the total aggregate amount of all sewage service charges plus (b) the estimated amount (if any) due under Paragraph 15 of this agreement which the Township and the Township Authority will probably be required to pay to the Sanitary Authority during the ensuing fiscal year. The Township 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 funds required under this agreement - and the Township Authority, in the event the Level Green Leaseback (under which the Township must pay the sums due hereunder to the Sanitary Authority as an operating expense of the Level Green Sewer System) is terminated and not superseded by a similar agreement, shall impose and collect sewer rentals, rates and charges of its own - in such manner as to assure that the Township and the Township Authority shall obtain or collect during the ensuing fiscal year, in addition to all other revenues they may require for other purposes, a sum which, together with any unused moneys allocated for payment to the Sanitary Authority hereunder remaining from previous years, will be at least 120% of such estimated amount to become due under this agreement during

such year. If the entire amount due the Sanitary Authority under this agreement for any year is not paid out of the current revenues of the Township and the Township Authority for such year, the balance thereof shall be paid out of the current revenues of succeeding years. A sufficient portion of the total annual revenues of the Township and the Township Authority to meet the requirements of this agreement shall be deposited to the credit of a special fund or funds, the moneys in which shall be used by the Township and the Township Authority to meet their obligations under this agreement, the Level Green Leaseback Agreement and the Level Green Trust Indenture, and shall not be used for any other purpose whatever.

The parties agree that the Sanitary Authority sewage service charges and all other sums of money payable to the Sanitary Authority hereunder shall be deemed an operating expense of the Level Green Sewer System as such term is defined in the Level Green Leaseback Agreement and the Level Green Trust Indenture. The Sanitary Authority agrees, anything herein to the contrary notwithstanding, that the joint and several obligations of the Township Authority hereunder to pay or provide for paying any sums of money to the Sanitary Authority shall not become effective until such time as rates, rentals or other charges may be imposed by or in the name of the Township Authority upon the users of the Sewer System covered by the Level Green Leaseback Agreement.

17. The Sanitary Authority shall have the right to promulgate, issue, publish and enforce rules and regulations governing its activities and carrying into effect the provisions of this agreement. Such rules and regulations may include provisions prohibiting or regulating the discharge into the Level Green sewerage system of oils, acids and other substances which may be harmful to the Sanitary Authority's sewers, pumping stations or other structures or which may interfere with the sewage treatment processes at the Sanitary Authority's plant, and prohibiting the discharge thereinto of surface or ground water.

The Township and the Township Authority may, in their own discretion and without let or hindrance from the Sanitary Authority, permit the connection with any Township or Township Authority sewer that discharges into the Borough's Turtle Creek Trunk Sewer of any and all premises used wholly as private dwellings, but no permit shall be issued by the Township or the Township Authority 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 have been approved by the Sanitary Authority. The Township and the Township Authority shall supply to the Sanitary Authority promptly a copy of every sewer connection permit issued in Level Green, including those for residential connections, and shall also supply a copy of plans for all Level Green sewers prior to construction thereof.

The Township and the Township Authority recognize that the carrying out by the Sanitary Authority of its obligations under this Agreement will enable the Township and the Township Authority to perform the duty imposed upon them by law to provide for the proper

treatment and disposal of the sewage of Level Green, and the Township and the Township Authority therefore agree to exercise for the benefit of the Sanitary Authority all rights and powers which they may possess to carry into effect the purposes and intent of this agreement. The Township accordingly agrees, on request of the Sanitary Authority and with the consent hereby given of the Township Authority, to enact an ordinance incorporating all or designated portions of the Sanitary Authority's rules and regulations and providing appropriate penalties for the violation thereof, to amend such ordinances from time to time as requested by the Sanitary Authority, and to enforce the provisions thereof fully and prosecute all violators thereof diligently. The Township Authority likewise agrees to adopt and enforce such Sanitary Authority rules and regulations as its own.

18. 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 Sanitary Authority or until the expiration of one calendar year following the payment in full of all bonds, notes and other obligations of the Sanitary Authority, 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 _____, 1960; 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 _____, 1960; 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 _____, 1960; Township of Penn has caused this agreement to be executed by the President of its Board of Commissioners and its official seal to be hereunto impressed and attested, pursuant to Ordinance No. _____ duly enacted and approved on the _____ day of _____, 1960; and Penn Township Sewage 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 _____, 1960.

ATTEST:

CITY OF PITTSBURGH

Secretary to Mayor

Mayor

ATTEST:

Chief Clerk

Director, Department of
Public Works

Approved as to form:

City Solicitor

Countersigned:

Controller

ATTEST:

ALLEGHENY COUNTY SANITARY
AUTHORITY

Secretary

Chairman

Approved as to form:

Chief Counsel

ATTEST:

BOROUGH OF MONROEVILLE

Secretary

Bugess

President of Council

Approved as to form:

Borough Solicitor

ATTEST:

TOWNSHIP OF PENN

Township Secretary

President of the Board of
Commissioners

Approved as to form:

Township Solicitor

ATTEST:

PENN TOWNSHIP SEWAGE AUTHORITY
WESTMORELAND COUNTY, PENNSYLVANIA

Secretary

Chairman

Approved as to form:

Solicitor

Section 2. All ordinances or parts of ordinances conflicting with this ordinance are hereby repealed.

Ordained and enacted into law in Council this 19 day of April, 1960.

ATTEST:

BOROUGH OF MONROEVILLE

s/ Arthur Hl Curtis
Secretary

s/ Thomas Harter
President of Council

Examined and approved by me this 19 day of April, 1960.

s/ Anthony J. Martin
Burgess