

## ORDINANCE NO. 533

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZ-  
ING THE EXECUTION OF AN AGREEMENT WITH THE ALLEGHENY  
COUNTY SANITARY AUTHORITY AND THE CITY OF PITTSBURGH  
AMENDING THE SEWAGE SERVICE AGREEMENT.

BE IT ORDAINED AND ENACTED by the Borough of Monroeville, in  
Council assembled, as follows:

Section 1. The Mayor, President of Council and Borough  
Secretary shall be and they are hereby authorized to execute an  
Agreement with the City of Pittsburgh and with the Allegheny County  
Sanitary Authority amending the Sewage Service Agreement entered into  
by the Borough of Monroeville pursuant to Ordinance No. 46, adopted  
August 1, 1955. The said amending Agreement shall be substantially  
in the form as set forth in Exhibit "A", attached hereto and made a  
part hereof.

Section 2. Any ordinance or part of ordinance in conflict  
with any of the provisions of this Ordinance is hereby repealed to  
the extent of such conflict.

ORDAINED AND ENACTED THIS 14th day of June, 1966.

BOROUGH OF MONROEVILLE

By S/ Frank A. Witt  
President of Council

ATTEST:

S/ Carrol F. Pickens  
Secretary

EXAMINED AND APPROVED this 14th day of June, 1966

S/ John J. Duncan,  
Mayor

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A G R E E M E N T

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

CITY OF PITTSBURGH

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

ALLEGHENY COUNTY SANITARY AUTHORITY

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

BOROUGH OF MONROEVILLE

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

WITNESSETH:

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

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

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

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

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WHEREAS, The parties agree that a corrected estimate of such difference in cost, based upon the unit prices actually bid by Contractors to whom the construction contracts were awarded and in view of the fact that apparently fewer than 12 diversion structures will be required, is \$307,500; and

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

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

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

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

1. Instead of continuing to make annual bond payments as required by the terms of the Sewage Service Agreement, Monroeville shall promptly pay to the Sanitary Authority the sum of \$73,251.92 plus accrued interest from April 1, 1966 at the rate of 3.318% per annum (the Sanitary Authority's net bond interest rate); provided, however, that Monroeville shall have the privilege of paying said sum in two installments, the first in the amount of not less than \$25,000 plus accrued interest on or before July 1, 1966, and the second in the amount of the remaining balance plus accrued interest thereon not later than July 1, 1967. The parties understand and agree that if such partial payment of \$25,000 or more plus accrued interest is not made by July 1, 1966 the entire debt plus accrued interest thereon shall be deemed delinquent and in default and shall be immediately due and payable and shall thereafter bear interest at the rate of 6% per annum; and if such partial payment has been made on or before July 1, 1966 but the remaining balance of \$48,251.92 (or less) plus interest thereon at the rate of 3.318% per annum is not paid by July 1, 1967, such unpaid balance plus accrued interest thereon shall be deemed delinquent and in default and shall be immediately due and payable and shall thereafter bear interest at the rate of 6% per annum.

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

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

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

IN WITNESS WHEREOF, City of Pittsburgh has caused this agreement to be executed by its Mayor and Director of the Department of Public Works and its official seal to be hereunto impressed, pursuant to Ordinance No. 533, duly enacted and approved on the day of 1966; Allegheny County Sanitary Authority has caused this agreement to be executed by its Chairman and its official seal to be hereunto impressed and attested by its Secretary, pursuant to a resolution duly adopted by its Board on the day of June, 1966; and Borough of Monroeville has caused this agreement to be executed by its Mayor and the President of its Council and its official seal to be hereunto impressed and attested, pursuant to Ordinance No. , duly enacted and approved on the day of June, 1966.

ATTESTED:

CITY OF PITTSBURGH

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

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

(SEAL)

ATTEST:

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

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

Approved as to form:

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

Countersigned:

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

(Signatures continued on next page)

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ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

\_\_\_\_\_  
Secretary

By

\_\_\_\_\_  
Chairman

(SEAL)

Approved as to Form:

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

ATTEST:

BOROUGH OF MONROEVILLE

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

By S/ John J. Duncan,  
Mayor

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

(SEAL)

Approved as to Form:

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

\_\_\_\_\_  
Special Counsel