

ORDINANCE NO. 1459

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER INTO AN
AGREEMENT WITH THE BOROUGH OF PLUM TO TREAT SANITARY SEWAGE WITHIN THE
WATER SHED LOCATED WITHIN THE MUNICIPALITY OF MONROEVILLE,
BOROUGH OF PLUM AND MUNICIPALITY OF PENN HILLS

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

Section 1: The proper officials of the Municipality are authorized to enter an agreement with the Borough of Plum for the treatment and disposal of sanitary sewage. A copy of the Agreement is attached hereto, made a part of, and marked "Exhibit A."

Section 2: The confines of the project are outlined on the attached map which is made a part of this ordinance and marked "Exhibit B."

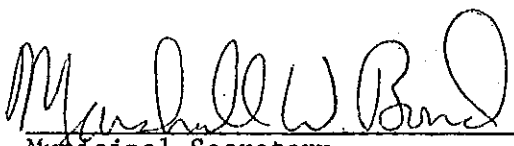
Section 3: This represents the entire Agreement between the parties concerning this matter.

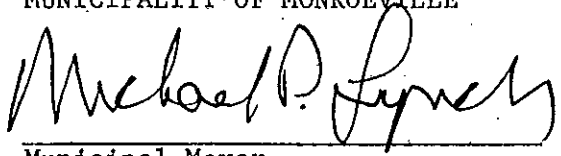
ORDAINED AND ENACTED THIS 12 day of March, 1985

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE


Municipal Secretary


Municipal Mayor

Entered in Legal Book

3-22-85

MONROEVILLE SEWER AGREEMENT

INTERMUNICIPAL SEWAGE SERVICE AGREEMENT

DATED this 12 day of March, 1985, between THE BOROUGH OF PLUM, Allegheny County, Pennsylvania, a body politic and corporate, existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "PLUM",

A
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D

THE MUNICIPALITY OF MONROEVILLE, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, located in Allegheny County, Pennsylvania, hereinafter referred to as "MONROEVILLE".

WITNESSETH

WHEREAS, MONROEVILLE has a Sewer Agreement with Alcosan contained within Ordinance #46 dated the 1st day of August, 1955, for the treatment and disposal of sanitary sewage. Said Agreement provides for treatment of sanitary sewerage as MONROEVILLE, in its discretion, chooses to bring to said facility; and

WHEREAS, MONROEVILLE presently has additional capacity in the Alcosan Treatment Facility available to treat sanitary sewage in a water shed located in the MUNICIPALITY OF PENN HILLS and the BOROUGH OF PLUM contiguous to the MUNICIPALITY OF MONROEVILLE; and

WHEREAS, MONROEVILLE acknowledges that any development on the tract of land situate in the MUNICIPALITY OF PENN HILLS and PLUM should receive sanitary sewerage treatment by MONROEVILLE in accordance with the terms of its Agreement with Alcosan; and

WHEREAS, the main sanitary sewage trunk line for the subject development in the MUNICIPALITY OF PENN HILLS and PLUM to MONROEVILLE Lies substantially within the territorial limits of the BOROUGH OF PLUM; and

WHEREAS, MONROEVILLE and PLUM are desirous of entering into an agreement with each other to provide for treatment and administration of the sanitary sewage disposal from the subject tract of land.

NOW, THEREFORE, all parties hereto, for and in consideration of these premises and mutual covenants contained herein, and intending to be legally bound hereby, do hereby agree as follows:

ARTICLE I

Definitions

1.1 Abnormal Sewage and/or Industrial Wastes shall mean any waste having a suspended solid content or B.O.D. appreciably in excess of that normally found in municipal sewage. For the purposes herein intended, any waste containing

more than 350 parts per million or suspended solids, or having a B.O.D. in excess of 300 parts per million, shall be considered an abnormal waste, regardless of whether or not it contains other substances in concentrations differing appreciably from those normally found in municipal sewage.

1.2 Unacceptable sanitary and industrial waste shall mean:

A. Any liquid or vapor having a temperature of higher than 150 degrees F. or less than 32 degrees F.

B. Wastes containing liquids, solids or gases which, by reason of their nature or quality, may cause fire, explosion, or be in any other way injurious to persons, the structures of the sewage system, including the treatment plant or its operation.

C. Any waters or wastes having a pH lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works. The Authority may require installation and maintenance where necessary of suitable equipment to continuously measure and record the pH or wastes discharges.

D. Wastes containing any noxious or malodorous gas or substance, which, either singly or by interaction with sewage or other wastes, is, in the opinion of the Authority, likely to create a public nuisance or hazard to life, or prevent entry to sewers for their maintenance and repair.

E. Any ashes, cinders, sand, mud straw, shavings, metal, grass, rags, feathers, tar plastics, wood, paunch manure, hair, chemical paints, or residues, greases, lime slurry or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works. Maximum permissible concentration will vary throughout the system, depending on size of the sewer and flows.

F. Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.

G. Wastes containing soluble substance in such concentrations as to cause the specific gravity of the waste to be greater than 1.1.

H. Any water or waste which may contain more than 100 parts per million, by weight of fat, oil or grease.

I. Wastes containing more than 10 p.p.m. of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide or any of the halogens.

J. Wastes containing gases or vapors, either free or occluded, in concentrations toxic or dangerous to humans or animals.

K. Any waste containing toxic substances in quantities sufficient to interfere with the biochemical processes of sewage treatment works and exceed the state or interstate requirements for the receiving stream.

L. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.

M. Any toxic radioactive isotopes without a special permit.

N. Wastes containing any of the following substances in solution in concentration exceeding those shown in the following table:

Substance	Maximum Permissible Concentration Parts Per Million
Phenolic compounds as C6H5OH	1.0
Cyanides as CN	0.0
Cyanates as CNO	0.0
Iron as Fe	0.3
Trivalent Chromium as Cr	0.5
Hexavalent Chromium as Cr	
Nickel as Ni	1.0
Copper as Cu	0.03
Lead as Pb	0.5
Tin as Sn	2.0
Zinc as Zn	0.15
Cadmium as Cd	2.0
Tin	1.0

1.3 The Service Area shall be that portion of land whose sanitary sewage drainage flows to Monroeville as described in an exhibit marked Exhibit 1, and made part of this Agreement.

1.4 Sewage Treatment Costs shall mean all operating, maintenance, construction, debt amortization, debt coverage, capital and miscellaneous costs relating to sewage treatment.

ARTICLE II

Sewage Service

2.1 MONROEVILLE shall receive and PLUM shall deliver through the trunk sanitary sewer line within the territorial limits of PLUM sanitary sewage at a point as more fully set forth in Exhibit 2, all approved sanitary waste originating from the service area as set forth in Exhibit 2.

2.2 Once a service connection has been made to result in discharge in MONROEVILLE system, no sewage originating from such connection shall be diverted therefor without the written consent of MONROEVILLE.

2.3 Any additional sewage flow beyond the flows contemplated in Paragraph 2.1 shall not be permitted except by way of a future agreement.

ARTICLE III

Collection System

3.1 The reconstruction, renovation, repairs and upgrading of the existing sewage trunk system within the territorial limits of PLUM shall be accomplished by PLUM.

3.2 PLUM will install a measuring flume at the location where the sewage collection system in PLUM shall be connected into the MONROEVILLE trunk sewer line for transportation to MONROEVILLE'S source of treatment. The purpose of said flume is to measure flows from PLUM to MONROEVILLE.

3.3 The maximum infiltration rate to be allowed in the PLUM Collection System is 150 gallon per inch per diameter per mile of line. If the infiltration is found to exceed the rate, PLUM will undertake a Sewer System Evaluation Survey to determine corrective action that will be needed to reduce the infiltration rate to the acceptable level. Thereafter, PLUM shall furnish a copy of said evaluation to MONROEVILLE. Further, PLUM shall submit to MONROEVILLE a corrective action schedule.

3.4 PLUM shall include in all contract documents, regulations limiting infiltration and exfiltration to 150 gallons per inch of diameter of pipe per mile per day and test the system in accordance with this Agreement.

ARTICLE IV

Inspection

4.1 All sewer lines in PLUM, constructed, renovated or otherwise repaired in PLUM shall be inspected by PLUM's Consulting Engineer. All sewer line construction in MONROEVILLE Must be inspected in accordance with MONROEVILLE's requirement outlined in their respective ordinances, rules or regulations.

4.2 The results of all inspected sewer lines shall be furnished to MONROEVILLE upon request.

4.3 MONROEVILLE shall have the right to test any portion of the Plum trunk line sewer system or properties connected to the system when it appears that unapproved wastes, storm water or surface water runoff are all being deposited in the system.

ARTICLE V

Treatment Cost - Billing and Collecting

5.1 PLUM shall provide a quarterly tabulation of water usage for the PLUM customers whose sewage will drain into the sewer treatment facility designated by MONROEVILLE for sewage treatment.

5.2 MONROEVILLE will bill directly to PLUM, quarterly, for the sewage treatment based on a rate as set forth herein below. PLUM will pay to MONROEVILLE the full amount of the bill within thirty (30) days after the date

of presentment. PLUM shall be subject to a penalty of eighteen (18) percent per annum on any unpaid balance.

5.3 The treatment rates to be paid to MONROEVILLE by PLUM are as follows: (rate schedule)

5.4 PLUM will be responsible for billing and collection from the PLUM users; however, PLUM must pay MONROEVILLE the full amount of the MONROEVILLE bill regardless of PLUM's collection efforts with its PLUM users.

5.5 MONROEVILLE shall bill PLUM quarterly for the sewage treatment based upon water usage and PLUM will pay for said sewage treatment in accordance with the terms and conditions of the applicable MONROEVILLE resolutions, ordinances, rules or regulations as set forth herein above.

5.6 Said treatment costs for PLUM customers shall be equal to the transportation and treatment costs charged to MONROEVILLE customers receiving the same service.

ARTICLE VI

Trunk Line Tap In Charge

6.1 A tap in fee of \$475 per tap in shall be provided to MONROEVILLE by PLUM. Said tap in charge shall be equal to the trunk line tap in fee charged to MONROEVILLE customers.

6.2 A tap in shall be due and payable from plum when the building permits are issued and paid to MONROEVILLE on a quarterly basis.

6.3 Tap ins for sanitary sewage purposes shall be applicable and considered made based upon water meters.

6.4 PLUM agrees to furnish as requested by MONROEVILLE building permit records for subject property included in this Agreement.

ARTICLE VII

Miscellaneous

7.1 The parties hereto shall furnish annually to each other a copy of each party's annual engineer's report and audit statement.

7.2 PLUM shall have the right to assign the Agreement to an Authority upon 90 days' notice to MONROEVILLE when and if one is created pursuant to the Municipality Authorities Act of 1945, as amended. Any such assignment will provide that the Authority is bound by this Agreement.

7.3 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

7.4 All PLUM customers whose sewage is treated by MONROEVILLE under this Agreement shall be required to install water conservation devices.

COMMONWEALTH OF PENNSYLVANIA)
) ss:
 COUNTY OF ALLEGHENY)

On this 12 day of March, 1985, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Lyman, who acknowledged himself to be Mayor of the Municipality of MONROEVILLE and that he as such is, being authorized to do so, executed the foregoing instrument for the purposes therein contained and to the end that it be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lois Lewis

Notary Public
 Commission Expires:

LOIS LEWIS, NOTARY PUBLIC
 MONROEVILLE BORO, ALLEGHENY COUNTY
 MY COMMISSION EXPIRES MARCH 11, 1989
 Member, Pennsylvania Association of Notaries

MUNICIPALITY OF MONROEVILLE

Sanitary Sewer Charges

Sewer Usage Per Quarter

Treatment Only

First	6,000 gallons	\$ 0.70/ 1000 gallons
Next	444,000 gallons	.70/ 1000 gallons
Next	1,500,000 gallons	.62/ 1000 gallons
Next	2,550,000 gallons	.53/ 1000 gallons
All over	4,500,000 gallons	.45/ 1000 gallons

Treatment and Trunk Line Charges
COMMERCIAL/INDUSTRIAL ONLY

First	6,000 gallons	\$ 0.70/ 1000 gallons
Next	444,000 gallons	1.20/ 1000 gallons
Next	1,500,000 gallons	1.02/ 1000 gallons
Next	2,550,000 gallons	.74/ 1000 gallons
All over	4,500,000 gallons	.54/ 1000 gallons

March 1984 Ordinance 1334

Garbage Grinders and Allegheny County Sanitary Authority surcharges added at their cost.

SCALE: 1" = 2,000'



EXISTING TREATMENT PLANT (MUN. OF PENN HILLS)

EXISTING 10" (MUN. OF MONROEVILLE)

(576) EXISTING 15" (ALCOSAN)

THOMPSON RUN

MIRACLE MILE

MONROEVILLE MALL

U.S. STEEL RESEARCH

BRADDOCK QUADRANGLE

HOSPITAL

FOR SCH

COMMUNITY COLLEGE

BOYCE COUNTY PARK

EXIST. TREAT. PLANT MARK HAVEN PLAN (PLUM BORO)

PENNSYLVANIA TURNPIKE

PLUM BORO

PROJECT

Regency

PLUM

Center

Center Sch

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Universal

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