

**SECOND AMENDMENT TO
AGREEMENT OF NOVEMBER 1, 1950
BY AND AMONG
CITY OF PITTSBURGH,
ALLEGHENY COUNTY SANITARY AUTHORITY, AND
TOWNSHIP OF UPPER ST. CLAIR**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into as of this ____ day of _____, 201_,

BY AND AMONG:

THE CITY OF PITTSBURGH (hereinafter referred to as the “City”), a Second Class City and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, with its principal office located at City-County Building, 414 Grant Street, Pittsburgh, PA 15219, by and through the City Council;

AND

THE ALLEGHENY COUNTY SANITARY AUTHORITY (hereinafter referred to as the “Sanitary Authority”), a body corporate and politic of the Commonwealth of Pennsylvania duly created and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§5601-5623, as amended, with its principal office located at 3300 Preble Avenue, Pittsburgh, PA 15233, by and through the Board of Directors of the Sanitary Authority;

AND

THE TOWNSHIP OF UPPER ST. CLAIR (hereinafter referred to as the “Township” or “St. Clair”), a home rule municipality of the Commonwealth of Pennsylvania located in the County of Allegheny, with its principal office located at 1820 McLaughlin Run Road, Upper St. Clair, PA 15241, by and through the Board of Commissioners of the Township;

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY (hereinafter referred to as the “PWSA”), a body corporate and politic of the Commonwealth of Pennsylvania duly created and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§5601-5623, as amended, with its principal office located at 1200 Penn Avenue, Pittsburgh, PA 15222, by and through the Board of Directors of the PWSA;

AND

PETERS TOWNSHIP (hereinafter referred to as “Peters”), a home rule municipality of the Commonwealth of Pennsylvania located in the County of Washington, with its principal office located at 610 E. McMurray Road, McMurray, PA 15317, by and through the Peters Township Council;

AND

PETERS TOWNSHIP SANITARY AUTHORITY (hereinafter referred to as “PTSA”), a body corporate and politic of the Commonwealth of Pennsylvania duly created and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§5601-5623, as amended, with its principal office located at 111 Bell Drive, McMurray, PA 15317, by and through the Board of Directors of PTSA.

RECITALS:

WHEREAS, the City, the Sanitary Authority, and St. Clair previously entered into a certain Agreement dated November 1, 1950 (hereinafter referred to as the “1950 Agreement”) which, among other things, provided for the Sanitary Authority to provide sewage treatment services to properties within St. Clair and otherwise embodied the parties’ agreement with respect to the sewage service to be provided by the Sanitary Authority to St. Clair; and

WHEREAS, the City, the Sanitary Authority, St. Clair and Peters previously entered into a certain Agreement dated September 1, 1964 (hereinafter referred to as the “1964 Agreement”) which, among other things, revised the Sanitary Authority’s service area as delineated in the 1950 Agreement to include approximately 36 acres in Peters and to exclude approximately 49 acres in St. Clair as more particularly described in the 1964 Agreement; and

WHEREAS, although not a party to the 1950 Agreement, the PWSA is considered a party to this Second Amendment, the 1964 Agreement and the 1950 Agreement as a result of the Capital Lease Agreement between the City and the PWSA, effective July 27, 1995, under which the City agreed to lease to the PWSA the “Leased Property” consisting of (i) the entire network of water and sewage transmission pipelines, all water storage facilities, and certain land and buildings; (ii) all fixtures relating to the Real Property as defined in the Capital Lease Agreement; (iii) all equipment used in connection with or related to the operation of the System; (iv) all water and sewage pipelines dedicated by the builders or developers after July 27, 1995, and all assets associated with or used in connection with such pipelines; (v) all spare parts wherever located and used in connection with the operation of the Equipment; and (vi) all inventory used in connection with the operation of the Equipment; and

WHEREAS, the 1950 Agreement states that the Sanitary Authority is the sole and exclusive provider of sewage treatment and disposal for St. Clair; and

WHEREAS, in 2013, St. Clair and the Municipality of Bethel Park entered into an Amended Agreement for Sewage Conveyance that revises a May 7, 2001 agreement by expanding the acreage in the agreement to allow for development of what is known as the “Quigley Property” that will add EDUs to the Sanitary Authority’s service area; and

WHEREAS, the parties desire to amend the 1950 Agreement, as amended by the 1964 Agreement, as set forth in this Second Amendment to reduce the area of St. Clair serviced by the Sanitary Authority and increase the area of Peters serviced by the Sanitary Authority; and

WHEREAS, the change in service area will eliminate a pump station contributing to overflows during wet weather events thereby furthering St. Clair’s compliance efforts under St. Clair’s Administrative Consent Order with Allegheny County Health Department.

NOW, THEREFORE, in consideration of the mutual promises, covenants and understandings set forth herein and set forth in the 1950 Agreement, as amended by the 1964 Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. **Recitals and Definitions.** The recitals set forth above are incorporated herein as if set forth at length. Any terms used in this Second Amendment and not otherwise defined herein shall be given the same meaning as in the 1950 Agreement and 1964 Agreement. Unless the context indicates otherwise, the following definitions shall apply to the terms used in this Second Amendment:

(a) “Deerfield Manor Sewershed” – the portion of St. Clair known as the Deerfield Manor area shown on **Exhibit “1”** and more particularly described as follows, to wit:

Beginning at a point common to the centerline of Ivydale Drive and the centerline of Hollow Tree Drive, as shown in the Deerfield Manor Plan No. 6 as recorded in the Allegheny County Department of Real Estate in plan book volume 102, pages 180 and 181; thence from said point of beginning by the centerline of said Hollow Tree Drive S76°17'00"E a distance of 195.00 feet to a point; thence by the easterly line of lands of parcel 670-H-84, as identified by said Real Estate Department S13°43'00"W a distance of 219.28 feet to a point; thence by the northerly line of lands of parcels 670-M-38, 670-M-40 and 670-M-42 as identified by said Real Estate Department the following three (3) courses and distances:

S60°20'53"E a distance of 71.21 feet to a point;
S48°17'00"E a distance of 232.80 feet to a point;
S54°59'55"E a distance of 224.93 feet to a point;

thence by the easterly line of lands of parcels 670-M-42 and 670-M-44 as identified by said Real Estate Department the following two (2) courses and distances:

S15°25'41"W a distance of 187.97 feet to a point;
S6°34'17"W a distance of 198.09 feet to a point;

thence by five (5) new lots as shown in the Deerfield Manor Plan No. 9, Revision No. 2, as recorded in said Real Estate Department in plan book volume 279, page 65 the following five (5) courses and distances:

S21°45'00"E a distance of 418.00 feet to a point;
S13°23'04"E a distance of 55.86 feet to a point;
S3°47'10"W a distance of 15.00 feet to a point;
S71°58'39"W a distance of 80.78 feet to a point;
S3°47'10"W a distance of 340.00 feet to a point;

thence by the centerline of Circle Drive N86°12'50"W a distance of 72.11 feet to a point; thence by same by a curve bearing to the left having a radius of 205.00 feet through an arc distance of 99.70 feet to a point; thence again by same S65°55'10"W a distance of 8 feet, more or less, to a point on the line dividing the Township of Upper St. Clair, Allegheny County and Peters Township, Washington County; thence by said county line N64°49'50"W a distance of 1897 feet, more or less, to a point on the westerly line of lands of parcel 670-S-80, as identified by said Real Estate Department; thence by the westerly line of lands of parcels 670-S-80, 670-S-56, 670-G-184, 670-G-186 and 670-G-188 as identified by said Real Estate Department N2°42'29"E a distance of 1328 feet, more or less, to a point; thence by the lines of lands or parcel 670-G-190 as identified by said Real Estate Department the following five (5) courses and distances:

N87°01'25"W a distance of 2.64 feet to a point;

N02°58'35"E s distance of 153.27 feet to a point;
S87°01'25"E a distance of 71.60 feet to a point;
S53°54'19"E a distance of 32.18 feet to a point;
S81°17'34"E a distance of 101.66 feet to a point;

thence through Redfern Drive S18°40'05"E a distance of 135.56 feet to a point;
thence by the northerly line of lands of parcels 670-G-216, 670-G-214, 670-H-70, 670-H-69, 670-H-64, 670-H-62 as identified by said Real Estate Department the following two (2) courses and distances:

S87°01'25"E a distance of 634.33 feet to a point;
S76°17'00"E a distance of 430.74 feet to a point;

thence through said Ivydale Drive S6°13'15"W a distance of 191.64 feet to the point of beginning.

Containing an area of 67.1 acres, more or less.

(b) "Links View Drive Sewershed" – the portion of Peters known as the Links View Drive area shown on **Exhibit "2"** and more particularly described as follows, to wit:

All that certain sewershed area, situate in Peters Township, Washington County, Pennsylvania, being more particularly bound and described as follows:

Beginning at a point on the line dividing Lot 6 in the Fairway Estates Plan of Lots as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 21, Pages 652 and 653, and Lot 7 in the Hidden Valley South Plan of Lots as recorded in the Office of the Recorder of Deeds of Washington County, in Plan Book Volume 17, Page 21, at the line dividing Peters Township and The Township of Upper St. Clair; thence from said point of beginning by the line dividing Lot 6 through Lot 8 in said Fairway Estates Plan of Lots from Lot 7 through Lot 9 in said Hidden Valley South Plan of Lots S 39° 25' 00" W a distance of 425.25 feet to a point on the line dividing Lot 8 in said Fairway Estates Plan of Lots and Lot 9 in said Hidden Valley South Plan of Lots; thence by the line dividing Lot 8 through Lot 11 in said Fairway Estates Plan of Lots from Lot 9 through Lot 15 in said Hidden Valley South Plan of Lots, through Links View Drive, 50.00 feet wide, and by the line dividing Lot 1 in said Fairway Estates Plan of Lots and Parcel A in said Hidden Valley South Plan of Lots, S 35° 57' 40" W a distance of 735.23 feet to a point on the line dividing Lot 1 in said Fairway Estates Plan of Lots and Parcel "A" in said Hidden Valley South Plan of Lots; thence by the line dividing Lot 1 in said Fairway Estates Plan of Lots and Parcel "A" in said Hidden Valley South Plan of Lots S 56° 10' 15" W a distance of 114.43 feet to a point; thence by the line dividing Lot 1 in said Fairway Estates Plan of Lots from Parcel "A" in said Hidden Valley South Plan of Lots and Parcel "A" in said Fairway Estates Plan of Lots N 63° 08' 40" W a distance of 236.60 feet to a point on the line dividing Lot 2 and Parcel "A" in said Fairway Estates Plan of Lots; thence by the line dividing Lot 2 and Parcel "A" in said Fairway Estates Plan of Lots N 09° 30' 00" W a distance of 149.66 feet to a point; thence continuing by same N 09° 00' 00" E a distance of 199.44 feet to a point on the line dividing Lot 3 and Parcel "A" in said Fairway Estates Plan of Lots; thence by the line dividing Lot 3 and Parcel "A" in said

Fairway Estates Plan of Lots N 64° 30' 00" W a distance of 95.00 feet to a point; thence continuing by same N 25° 30' 00" E a distance of 364.0 feet to a point on the line dividing Lot 4 and Parcel "A" in said Fairway Estates Plan of Lots; thence by the line dividing Lot 4 and Lot 5 from Parcel "A" in said Fairway Estates Plan of Lots N 45° 00' 00" E a distance of 570.00 feet to a point on the line dividing Lot 5 in said Fairway Estates Plan of Lots and New Lot 401 Second Revision in the Final Development Plan, Friendship Village of South Hills Consolidation Plan – Lot 401 2nd Revision as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 240, pages 122, also being the line dividing said Peters Township and said The Township of Upper St. Clair; thence by the line dividing Lot 5 and Lot 6 in said Fairway Estates Plan of Lots from New Lot 401 Second Revision in said Final Development Plan, Friendship Village of South Hills Consolidation Plan – Lot 401 2nd Revision S 65°49' 36" E a distance of 578.00 feet to a point on the line dividing Lot 6 in said Fairway Estates Plan of Lots and Lot 7 in said Hidden Valley South Plan of Lots, at the point of beginning.

Containing an area of 15.4 acres, more or less.

(c) "Project Z service area" – the area covered by the several Municipal Agreements, as enlarged by the 1964 Agreement to include the Marella area of Peters and reduced by the 1964 Agreement to exclude the area of approximately forty-nine acres in the southeasterly part of St. Clair as described in the 1964 Agreement, and as revised by this Second Amendment to exclude the Deerfield Manor Sewershed and to include the Links View Drive Sewershed, both as defined herein, 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.

2. Representations and Warranties.

(a) St. Clair represents and warrants that removing the Deerfield Manor Sewershed from the service area will remove up to a maximum of 78 EDUs (31,200 gpd) of flow from the Sanitary Authority's Chartiers Creek Interceptor.

(b) PTSA represents and warrants that adding the Links View Drive Development to the service area will add 11 EDUs (4,400 gdp) of flow to the Sanitary Authority's Chartiers Creek Interceptor.

3. Revised Service Area. The 1950 Agreement, as amended by the 1964 Agreement, is hereby amended to revise the Project Z service area to:

(a) Include the Links View Drive Sewershed; and

(b) Exclude the Deerfield Manor Sewershed, provided that the excluded Deerfield Manor Sewershed shall be officially removed from the service area upon the Sanitary Authority's receipt of written notice from St. Clair that alternative sewage treatment service for the Deerfield Manor Sewershed is available and operational (hereinafter the "St. Clair Exclusion Notice"). The Sanitary Authority shall not be responsible for providing service to the Deerfield Manor Sewershed upon receipt of St. Clair Exclusion Notice. The Sanitary Authority shall not discontinue service to the Excluded Area until the Sanitary Authority receives the St. Clair Exclusion Notice.

It is expressly agreed between the City, PWSA, the Sanitary Authority, St. Clair, Peters, and PTSA that the 1950 Agreement providing for sewage service to all of the area of St. Clair, as amended by the 1964 Agreement to exclude the area in St. Clair and include the Marella area in Peters as more fully described therein, is hereby further amended to exclude the Deerfield Manor Sewershed in St. Clair in consideration of the provision herein for sewage service to the Links View Drive Sewershed in Peters and for the continued agreement between St. Clair and the Municipality of Bethel Park to allow for development of what is known as the "Quigley Property" that will add EDUs to the Sanitary Authority's service area.

4. **Links View Drive Sewershed Sewer.** PTSA covenants that it will promptly construct and complete a system of strictly sanitary sewers to serve the Links View Drive Sewershed and will, as soon as feasible, connect the same, directly or indirectly, to the Sanitary Authority's Chartiers Creek Interceptor so that all the sewage of the Links View Drive Sewershed may reach the Sewage Disposal System for treatment and disposal. It shall be the obligation of PTSA to see to it that all sanitary sewers in the Links View Drive Sewershed are so designed, constructed, maintained and kept in repair that infiltration of groundwater thereinto shall not occur. PTSA shall be responsible for the operation and maintenance of the Links View Drive gravity-flow sewer system, pump station and force main.

5. **Links View Drive Sewershed Service.** St. Clair, Peters, and PTSA covenant and agree that the Sanitary Authority shall be the sole and exclusive agency, during the entire life of this Second Amendment, to provide sewage treatment and disposal service to the Links View Drive Sewershed, or to so much thereof as is within the service area of the Sewage Disposal System, and to all Peters' water users therein who or which discharge sewage or wastes into St. Clair's sewerage system. St. Clair and PTSA both 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 as obligations imposed upon them by this Second Amendment. St. Clair, PTSA, and Peters further covenant that they will not 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 which the Sanitary Authority has the right to refuse under the terms of the 1950 Agreement, as amended by the 1964 Agreement.

6. **Removal of External Connections.** Any present or future connection through which sewage or wastes emanating from any territory outside of the present territorial limits of the Links View Drive Sewershed enter St. Clair's or Peters' Links View Drive area sewerage system and thence may reach the Sewage Authority's intercepting sewer shall promptly be shut off or removed by St. Clair, Peters, or PTSA. During the time that such sewage continues to enter St. Clair's, Peters', or PTSA's sewerage system prior to such shut-off or removal, St. Clair, Peters, and PTSA 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 St. Clair, Peters, and PTSA were subject to the Sanitary Authority's prevailing sewage service charges for sewage service to the water users within such territory.

7. **Links View Drive Sewershed Rules and Regulations.** 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 Second Amendment as further described in Paragraph 15 of the 1964 Agreement.

St. Clair and PTSA may, in their own discretion and without let or hindrance from the Sanitary Authority, permit the connection with any sanitary sewer in the Links View Drive Sewershed that eventually discharges into the Sanitary Authority's Chartiers Creek intercepting sewer of any and all premises used wholly as private dwellings, but no permit shall be issued by St. Clair or PTSA 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 Sanitary Authority. St. Clair and PTSA shall supply to the Sanitary Authority promptly a copy of every sewer connection permit issued in the Links View Drive Sewershed, including those for residential connections, and shall also supply a copy of plans for all Links View Drive Sewershed area sewers prior to construction thereof.

St. Clair, PTSA, and Peters recognize that the carrying out by the Sanitary Authority of its obligations under this Second Amendment will enable St. Clair, PTSA, and Peters to perform the duty imposed upon them by law to provide for the proper treatment and disposal of the sewage of the Links View Drive Sewershed and the Deerfield Manor Sewershed, and St. Clair, PTSA, and Peters 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 Second Amendment.

St. Clair, PTSA, Peters and the Sanitary Authority agree that any ordinance, rules or regulations enacted or amended pursuant to the 1964 Agreement shall apply to the Links View Drive Sewershed and any action required by or taken under this Second Amendment.

8. **Continuation of Prior Agreements.** Other than as specifically set forth herein, nothing contained in this Second Amendment is intended to affect, alter or amend any of the terms or provisions of the 1950 Agreement, as amended by the 1964 Agreement, by, between and among the parties and such agreement shall remain in full force and effect and shall remain fully binding on the parties in accordance with the terms and conditions of the prior agreements.

9. **Authorization.** PWSA is authorized to enter into this Second Amendment by Resolution No. [REDACTED], adopted at a regular meeting of its Board of Directors held on [REDACTED], 201_, attached hereto as **Exhibit “3”** and incorporated herein. The City of Pittsburgh is authorized to enter into this Second Amendment by Pittsburgh City Council Resolution No. [REDACTED], effective [REDACTED], 201_, attached hereto as **Exhibit “4”** and incorporated herein.

10. **Miscellaneous.** Neither this Second Amendment, the 1950 Agreement, nor the 1964 Amendment may be amended or modified except in writing signed by all parties. This Second Amendment may be executed in counterparts, each counterpart when executed shall be deemed to be an original, and such counterparts collectively shall constitute one and same instrument. This Second Amendment contains the complete understanding of the parties with respect to the matters set forth herein. This Second Amendment shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Second Amendment to be duly executed by their appropriate authorized officials and their seals affixed hereto as of the day and year first above written.

[Remainder of page intentionally left blank. Signature pages follow.]

ATTEST:

CITY OF PITTSBURGH

Secretary to the Mayor

By: _____
Mayor

By: _____
Director, Department of Public Works

Approved as to form:

City Solicitor

Countersigned:

Controller

ATTEST:

**ALLEGHENY COUNTY SANITARY
AUTHORITY**

Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

TOWNSHIP OF UPPER ST. CLAIR

Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

**PITTSBURGH WATER AND SEWER
AUTHORITY**

Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

TOWNSHIP OF PETERS

Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

(SEAL)

**PETERS TOWNSHIP SANITARY
AUTHORITY**

By: _____
Name: _____
Title: _____

EXHIBIT “1”

Deerfield Manor Sewershed

Deerfield Manor Sewershed

Situate in

Township of Upper St. Clair
Allegheny County, PA



Note:
Bearings and distances are approximate and are based on the local meridian of the Deerfield Manor subdivision plans.



The Gateway Engineers, Inc.
Job Number: C-85270-0002
Date: August 3, 2011
Revised: March 12, 2014
Revised: May 24, 2018

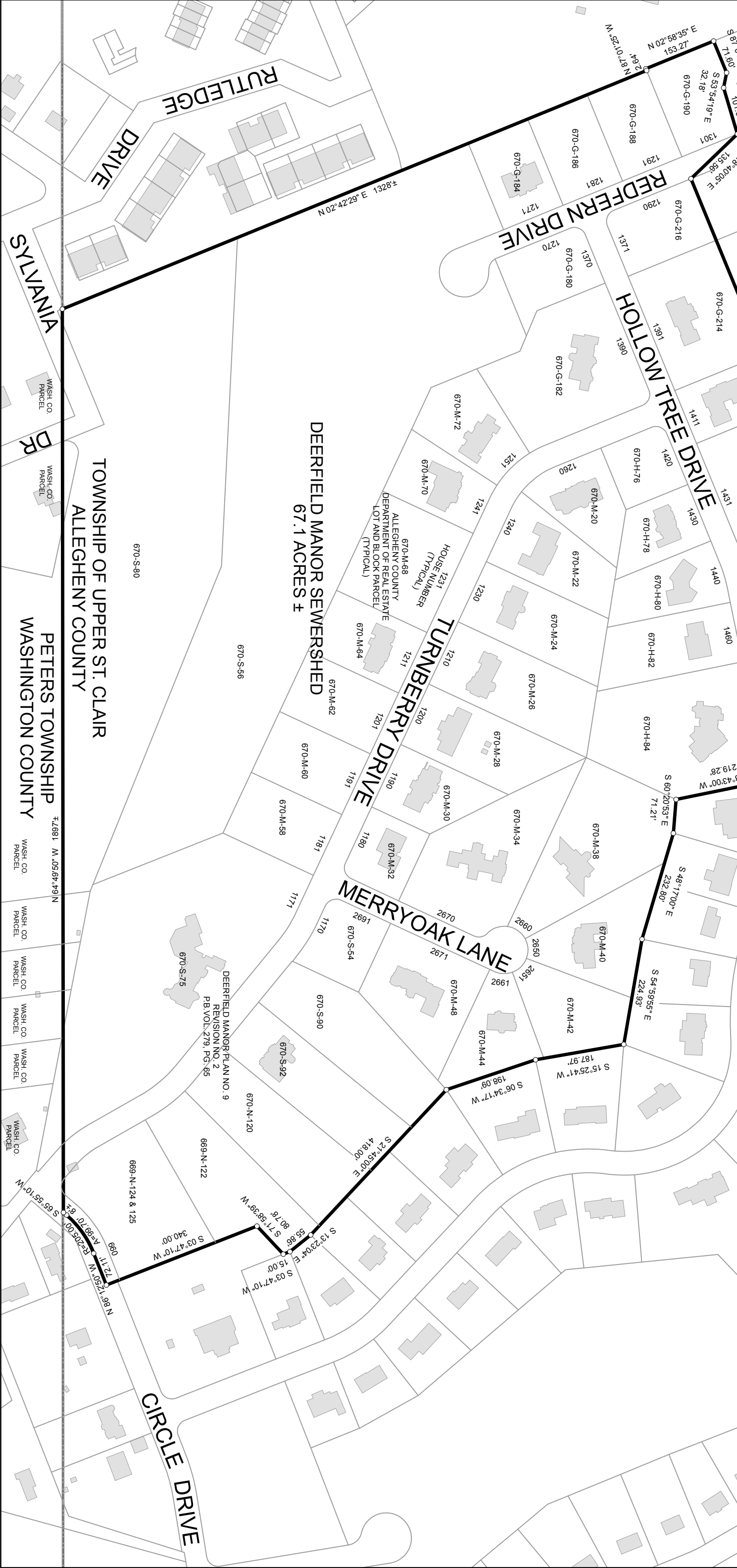
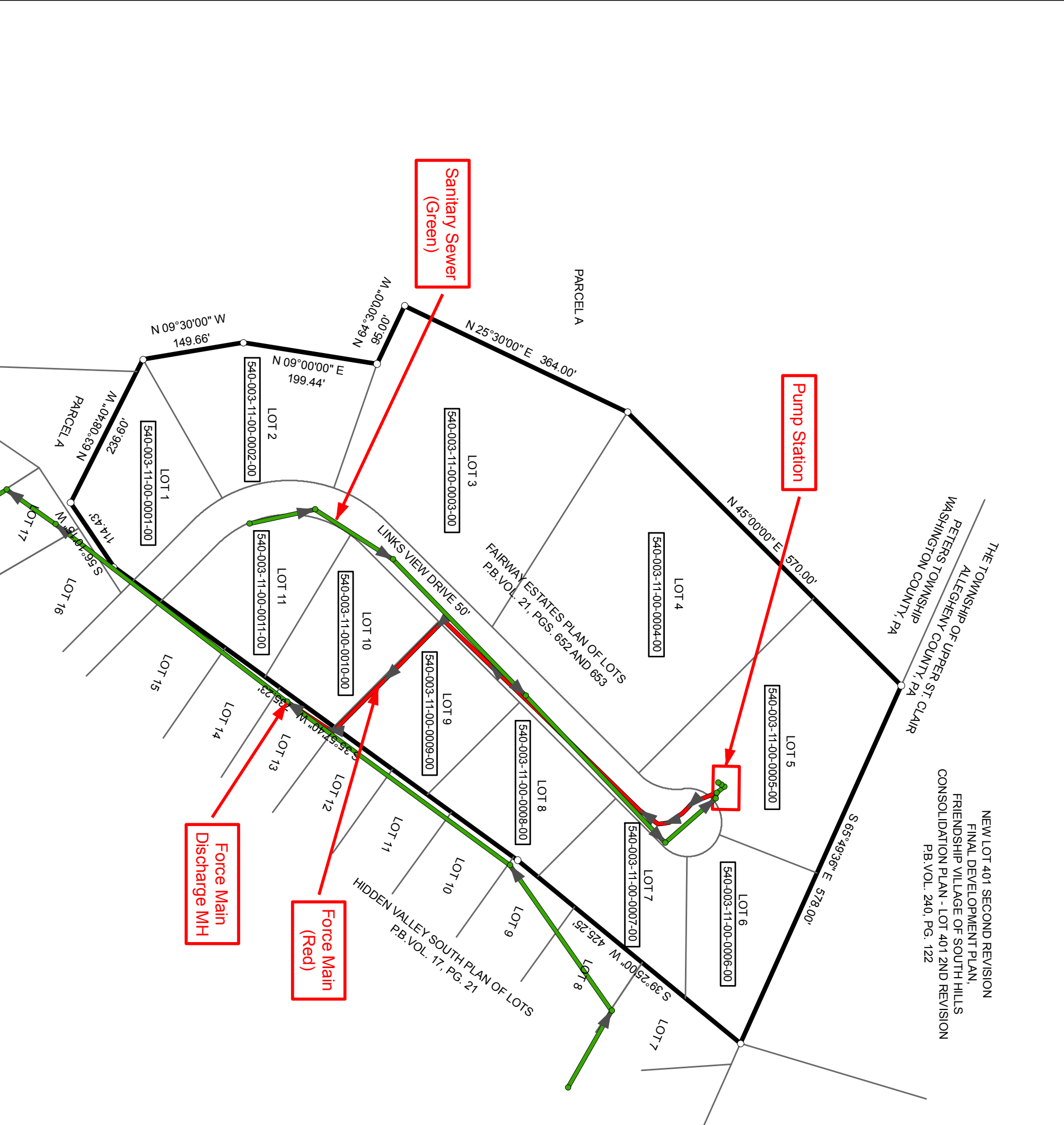


EXHIBIT “2”

Links View Drive Sewershed

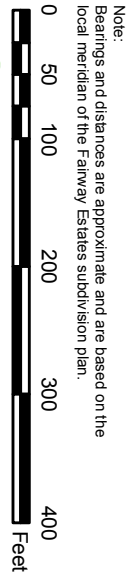
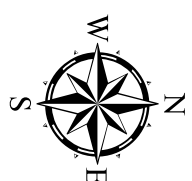


THE TOWNSHIP OF UPPER ST. CLAIR
ALLEGHENY COUNTY, PA
WASHINGTON COUNTY, PA

NEW LOT 401 SECOND REVISION
FINAL DEVELOPMENT PLAN,
FRIENDSHIP VILLAGE OF SOUTH HILLS
CONSOLIDATION PLAN - LOT 401 2ND REVISION
P.B.VOL. 240, PG. 122

Links View Drive Sewershed

Situate in
Peters Township
Washington County, PA



GATEWAY

On Call. On Time. On Target.

The Gateway Engineers, Inc.
Job Number: C-85270-0002
Date: October 21, 2016

Legend

= Parcel Identification Number

Total Sewershed Area = 15.4 Acres

EXHIBIT “3”
PWSA Resolution



AGENDA ITEM

Originating
Department: Administration/Legal Phone: X 8025

Department
Contact: Shannon Barkley E-mail: SBarkley@pgh2o.com

Date: April 26, 2019

- AGENDA ITEM** 67 Approving entering into a Second Amendment to Agreement of November 1, 1950, by and among ALCOSAN, the City of Pittsburgh, the Township of Upper St. Clair, Peters Township, Peters Township Sanitary Authority and the PWSA.

STATEMENT OF THE ISSUE:

The Township of Upper St. Clair, ALCOSAN, the City of Pittsburgh (City), Peters Township and the Peters Township Sanitary Authority (PTSA) wish to amend the 1950 Agreement among the City, ALCOSAN and the Township of Upper St. Clair, an Agreement which was subsequently amended in 1964 when Peters Township became a party to the Agreement, in order to reduce the amount of area within Upper St. Clair which is serviced by ALCOSAN, and to increase the area in Peters which is serviced by ALCOSAN.

Upper St. Clair, Peters Township, ALCOSAN and the PTSA have already approved the Second Amendment.

The PWSA is being asked to be a party to this Second Amendment because the PWSA has assumed responsibility for the City's water and sewer systems as a result of the Capital Lease Agreement between the City and PWSA effective July 27, 1995.

There will be no impact on the PWSA service area and there will be no additional flow into the PWSA lines. After the PWSA has approved the Second Amendment, this agreement will be presented to the City of Pittsburgh for approval.

**FINAL BOARD APPROVAL:
ADOPTED APRIL 26, 2019**

A blue ink signature, likely of Deborah Gross, written over a horizontal line.

Deborah Gross, Assist. Secretary/Treasurer



AGENDA ITEM REPORT

AGENDA ITEM #: 67

DATE: April 26, 2019

TO: PWSA Board of Directors

SUBJECT: Approving entering into a Second Amendment to Agreement of November 1, 1950, by and among ALCOSAN, the City of Pittsburgh, the Township of Upper St. Clair, Peters Township, Peters Township Sanitary Authority and the PWSA

STATEMENT OF THE ISSUE:

The Township of Upper St. Clair, ALCOSAN, the City of Pittsburgh (City), Peters Township and the Peters Township Sanitary Authority (PTSA) wish to amend the 1950 Agreement among the City, ALCOSAN and the Township of Upper St. Clair, an Agreement which was subsequently amended in 1964 when Peters Township became a party to the Agreement, in order to reduce the amount of area within Upper St. Clair which is serviced by ALCOSAN, and to increase the area in Peters which is serviced by ALCOSAN.

The purpose of the Second Amendment is so that the Deerfield Manor Sewer shed in Upper St. Clair can be removed from the ALCOSAN service area and flow, by gravity, into the PTSA. It will also allow the Links View Drive Sewer Shed in Peters Township to be removed from the PTSA service area and allow it to be transferred to the ALCOSAN service area. This will also allow the future development of the Quigley property in Bethel Park as the Second Amendment will allow this proposed new development to be added to the ALCOSAN system. Upper St. Clair, Peters Township, ALCOSAN and the PTSA have already approved the Second Amendment.

The PWSA is being asked to be a party to this Second Amendment because the PWSA has assumed responsibility for the City's water and sewer systems as a result of the Capital Lease Agreement between the City and PWSA effective July 27, 1995.

This proposed Second Amendment was approved by the ALCOSAN Board on December 13, 2018.

There will be no impact on the PWSA service area and there will be no additional flow into the PWSA lines. After the PWSA has approved the Second Amendment, this agreement will be presented to the City of Pittsburgh for approval.

RECOMMENDED ACTION:

It is recommended that the Board approve the Second Amendment, to the Agreement of November 1, 1950, by and among ALCOSAN, the City of Pittsburgh, the Township of Upper St. Clair, Peters Township, the Peters Township Sanitary Authority and the PWSA.

**ALTERNATIVES:**

To not enter into this Second Amendment, to the Agreement of November 1, 1950, by and among ALCOSAN, the City of Pittsburgh, the Township of Upper St. Clair, Peters Township, the Peters Township Sanitary Authority and the PWSA, in which case, the City will not have the PWSA's guidance and advice as to whether they should approve and enter into this Agreement. This would be a break with the prior precedent of the PWSA being a signatory to the prior Amendment.

MBE/WBE/VBE/SDVBE STATUS:

Not applicable

FINANCIAL IMPACT OF RECOMMENDATION: None

Total Cost				
Frequency of Expenditure	<input type="checkbox"/> One-Time		<input type="checkbox"/> Multi-Year	
Funding Source	<input type="checkbox"/> Operating	<input type="checkbox"/> Capital	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
Is this item budgeted?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

Account Information	
Operating Budget:	
<i>Operating Account</i>	
Capital Budget:	
<i>Capital Project Name & Project Number</i>	
<i>Current Budget</i>	\$
<i>Current Commitments</i>	\$
<i>New Commitments (Pending Board Approval)</i>	\$
<i>Remaining Budget (Current Budget - All Commitments)</i>	\$

Additional Costs (if applicable)	
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DOCUMENTS ATTACHED:

- Draft of the proposed Second Amendment to the Agreement of November 1, 1950, by and among ALCOSAN, the City of Pittsburgh, Township of Upper St. Clair, Peters Township, the Peters Township Sanitary Authority and the PWSA.
- ALCOSAN Board Resolution #2018-12-1, passed and adopted December 13, 2018.



FOR MORE INFORMATION:

Staff contact: Shannon Barkley

Phone: X 8025

E-mail: SBarkley@pgh2o.com

LEGAL REVIEW

DATE

ACCEPTED BY EXECUTIVE DIRECTOR



ROBERT A. WEIMAR

DATE

4.19.19

EXHIBIT “4”

Pittsburgh City Council Resolution
