



Text File

Introduced: 6/24/2008

Bill No: 2008-0543, **Version:** 1

Committee: Committee on Intergovernmental Affairs

Status: Passed Finally

Resolution authorizing the Mayor and the Director of the Department of Public Works to execute on behalf of the City of Pittsburgh the first amendment to the Sewer Services Agreement dated June 1, 1971, which was entered into by and among City of Pittsburgh, the Allegheny County Sanitary Authority ("ALCOSAN") and Robinson Township.

WHEREAS, pursuant to Ordinance No. 374, enacted September 20, 1971, providing for a long-term sewage service agreement with the Allegheny County Sanitary Authority and the Township of Robinson, the City, ALCOSAN, and Robinson Township entered into that certain sewage service agreement identified as being effective as of June 1, 1971 and further identified as Mayor's No. 5373 and Controller's No. 20143 (the "1971 Agreement"); and

WHEREAS, the 1971 Agreement embodies the parties' agreement with respect to the sewage service to be provided by ALCOSAN to the Township; and

WHEREAS, more particularly, the 1971 Agreement authorized the Township to connect sanitary sewers from the Steubenville Pike and Lower Campbell's Run drainage areas of Robinson Township, as those areas are delineated in Section 1 of the 1971 Agreement (the "service area"), to the Sanitary Authority's regional conveyance and treatment system for sanitary sewage service for said drainage areas;

WHEREAS, the service area is tributary to and connects with the Sanitary Authority's Chartiers Creek Interceptor at a location designated as C-20-02;

WHEREAS, the 1971 Agreement provides that the peak flow of sanitary sewage from the service area, including infiltration, shall not exceed 700,000 gallons per day (gpd) to avoid overloading the Sanitary Authority's Chartiers Creek Interceptor;

WHEREAS, Sections 7-10 of the 1971 Agreement establish certain service charges and fees, including a capital fee to connect to the Sanitary Authority system or to expand upon the currently connected portion of the Sanitary Authority system, payable to the Sanitary Authority for sewage services provided by the Sanitary Authority to the service area;

WHEREAS, the Township conveyed, transferred and assigned to The Municipal Authority of the Township of Robinson, ("MATR") all right, title and interest in and to its sewage facilities, and MATR is now the sole owner and operator of such sewage facilities and has assumed responsibility from the Township for (i) the planning and operation of sewage facilities within the Township of Robinson, and (ii) compliance with the

1971 Agreement on behalf of the Township;

WHEREAS, effective July 27, 1995, the City entered into a Capital Lease Agreement with PWSA under which the City agreed to lease to 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 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, pursuant to the Capital Lease Agreement, the City assigned and PWSA assumed all contracts used in connection with the operation of the System;

WHEREAS, the Pittsburgh Water and Sewer Authority is duly authorized to act on behalf of the City with respect to the City's rights and obligations under the 1971 Agreement;

WHEREAS, MATR recently requested, and the Sanitary Authority is willing, with the agreement of the City, to expand the service area to provide service to a proposed new residential development in Robinson Township known as Chartiers Landing; and

WHEREAS, the Sanitary Authority has a separate agreement with the Township of Kennedy ("Kennedy Township") with respect to sewage service from properties within Kennedy Township; and

WHEREAS, a small portion of Kennedy Township (consisting of 132 EDUs or 46,219 gpd), adjacent to the service area under the 1971 Agreement, is being served by MATR (the "Kennedy Area"); and

WHEREAS, the Sanitary Authority and MATR have agreed to include the Kennedy Area in the service area under the 1971 Agreement; and

WHEREAS, the Sanitary Authority is willing, with the agreement of the City, to increase the peak flow limitation in the 1971 Agreement from 700,000 gpd to 777,419 gpd to accommodate flow from the existing service area plus flow from the Chartiers Landing and Country Club Estates developments and the Kennedy Area; and

WHEREAS, it is understood by the City that PWSA does not object to the amendment;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PITTSBURGH AS FOLLOWS:

Section 1: (a) The Mayor and the Director of the Department of Public Works are authorized to execute on behalf of the City of Pittsburgh the First Amendment to the Sewer Services Agreement which was entered into by and among the City of Pittsburgh, the Allegheny County Sanitary Authority, and Robinson Township

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(b) The First Amendment shall be executed by the City together with ALCOSAN, PWSA, the TOWNSHIP OF ROBINSON and the MUNICIPAL AUTHORITY OF THE TOWNSHIP OF ROBINSON (“MATR”).

(c) The First Amendment amends the 1971 Agreement by expanding the service area, by conforming changes to the Service Area and Flow Limitations, by adding new provisions addressing the maximum quantity of sewage allowed, the installation by MATR of a flow meter to assure specific flow monitoring, the provision by MATR to ALCOSAN of specific information regarding the length of sewers installed, the maximum amount of groundwater infiltration allowed and the amount of the fee to be paid by MATR to ALCOSAN.

(d) There shall be no cost to the City arising from this Amendment to the original 1971 sewer services Agreement.