



City of Pittsburgh

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Text File

Introduced: 6/24/2003

Bill No: 2003-2036, **Version:** 1

Committee: Committee on Public Works &
Environmental Services

Status: Passed Finally

Presented by Mr. Bodack

Resolution providing for the First Amendment to an Agreement to an Agreement effective as of May 1, 1969 by and among City of Pittsburgh, Allegheny Sanitary Authority, and Ohio Township (Mayor's Number 2718-124 and Controller's No. 19133)--(PRESENTED BY MR. MOTZNIK)

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. This FIRST AMENDMENT TO AGREEMENT EFFECTIVE AS OF MAY 1, 1969 BY AND AMONG CITY OF PITTSBURGH, ALLEGHENY COUNTY SANITARY AUTHORITY, AND OHIO TOWNSHIP (hereinafter referred to as this "**Amendment**") is made and entered into this ____ day of _____, 2003 by and among **CITY OF PITTSBURGH**, a municipal corporation of the Commonwealth of Pennsylvania (the "**City**") AND

ALLEGHENY COUNTY SANITARY AUTHORITY, a body corporate and politic organized and existing under the Pennsylvania Municipal Authorities Act ("**ALCOSAN**"), AND

TOWNSHIP OF OHIO, a political subdivision of the Commonwealth of Pennsylvania located within the County of Allegheny (the "**Township**").

WITNESSETH:

WHEREAS, the City, ALCOSAN, and the Township entered into that certain Agreement identified on its cover page as being Effective as of May 1, 1969 and further identified by Mayor's No. 2718-124 and Controller's No. 19133 (the "**Agreement**") a copy of which is attached to and incorporated into this Amendment as **Exhibit "A"**; and

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

WHEREAS, the Agreement contains an inconsistency to the extent that its effective date listed on its cover page of May 1, 1969 conflicts with the date of the Agreement as set forth on page 1 which date is May 1, 1968; and

WHEREAS, the Township has requested and ALCOSAN is willing, with the agreement of the City, to expand the sewage service area to which the Agreement pertains to include a new residential subdivision to be known as the Gorski & Cruikshank Subdivision.

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and each intending to be legally bound, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as if set forth at length.
2. The parties hereby agree to amend the Agreement to further enlarge the "service area" (as defined in Section 1 of the Agreement) of the Sewage Disposal System (as defined on page 2 of this Agreement to include the Gorski & Cruikshank Subdivision as more particularly described below (the "Gorski & Cruikshank Subdivision"). To that end, the parties hereby agree to amend Section 1 of the Agreement to read in its entirety as follows:

The City and the Sanitary Authority hereby enlarge the service are of the Sewage Disposal System to include the following described portions of the Township of Ohio: (1) so much of the Township of Ohio as now drains naturally into Lowries Run (herein sometimes called the Lowries run portion of the Township), as the same is indicated on the contour lines of the 1960 U.S. Geological Survey Map, Scale 1:24,000, Emsworth Quadrangle - Pennsylvania - Allegheny Co., 7.5 Minute Series (Topographic), SE/4 Sewickley 15' Quadrangle and (2) Gorski & Cruikshank Subdivision more particularly described as follows:

ALL that certain piece or parcel of land situate in Ohio Township, Allegheny County, Pennsylvania, currently designated as Tax Map block 607-F, Lot 146 but to be further subdivided upon the recordation of a subdivision plan, being more particularly bounded and described as follows:

BEGINNING at a point on the center line of Ridge Road, 33' wide, said point being on the dividing line of property now or formerly of Francis K. Shields, et al.; thence along said Ridge Road, S. 27° 44' 00" W., 28.13' to a point on line of property now or formerly of Heather C. Anderson, et vir; thence along said property of Anderson the following two courses and distances: N. 89° 32' 00" W., 299.04' to an iron pin; thence 00° 28' 00" W., 60' to an iron pin; thence continuing along line of Anderson and along line of property now or formerly of John G. Benz, et ux., N. 89° 32' 00"W., a distance of 790.05' to an iron pin on line of property now or formerly of Mary O. Joyce, et al.; thence along said property of Joyce, N. 00° 25' 00" E., 824.08' to an iron pin on line of property now or formerly of Ohio Township; thence along said property of Ohio Township, S. 89° 32' 00" E., 690.77' to an iron pin on line of property now formerly of Edward L. Bordt, III, et ux.; thence along said property of Bordt the following two courses and distances: S. 00° 28' 00" W., 200.00' to an iron pin; thence S. 89° 32' 00" E.,

100' to an iron pin; thence along line of property now formerly of Carl J. Keller, et ux., John K. Indo, et ux. And Francis K. Shields, et al., S 00° 28' 00" W., 539.08' to an iron pin; thence continuing along line of said Shields, S. 89° 32' 00" E., 311.93' to the point at the place of beginning.

CONTAINING 14.669 acres.

(hereinafter both areas are together referred to as the "**SERVICE AREA**"). Any reference in this Agreement to sewage service to the Township shall mean sewage service limited to the SERVICE AREA and subject to the provisions of Section 4 of the Agreement.

In no event shall the right of the Township under this Agreement exceed the rights of the municipalities in the original service area under the long-term agreements of December 1, 1949 executed by them.

3. The parties hereby agree to amend the Agreement by replacing the references to "the Lowries Run portion of the Township" as those references appear in Sections 3©, 3(d), 4 (two references), 6, 7, 9, 11 (two references), 12, and 14 (two references) with the words "the SERVICE AREA."

4. The parties hereby agree to amend the second paragraph of section 5 of the Agreement to read in its entirety as follows:

The City and the Sanitary Authority also reserve the similar right to enter into agreements with industrial firms within and without the 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 (if such firms are not served by the Upper Allegheny System) shall be at least as high as those imposed on the Township and its water users by this Agreement, or (if such firms are in the service area of the Upper Allegheny System) at least as high as those imposed on the affected municipalities and their residents by the Upper Allegheny Agreement.

5. Except as amended hereby, the Agreement remains unchanged and in full force and effect.

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto, have executed this Amendment as of the day and year first above written.

Attest:

CITY OF PITTSBURGH

Secretary to the Mayor

By: _____
Mayor

Attest:

Chief Clerk

Director, Department of Public Works

Approved as to form:

City Solicitor

Countersigned:

Controller

(for additional signatures, see next page)

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Attest:

ALLEGHENY COUNTY SANITARY AUTHORITY

Secretary

By: _____

Attest:

TOWNSHIP OF OHIO

Township Secretary

By: _____
Chairman, Board of Supervisors

Approved as to form:

Township Solicitor

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EXHIBIT A
[Copy of the Agreement follows.]