Legislation Details (With Text)

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Type:	Resolution	**Status:**	Passed Finally
File created:	10/7/2014	**In control:**	Committee on Public Works
On agenda:		**Final action:**	10/21/2014
Enactment date:	10/21/2014	**Enactment #:**	695
Effective date:	10/30/2014		

Title: Resolution authorizing the Mayor and the Director of the Department of Public Works to execute on behalf of the City of Pittsburgh (hereinafter referred to as the “City”) the Second Amendment to the Sewer Services Agreement effective as of June 1, 1971, which was entered into by and among City, the Allegheny County Sanitary Authority (hereinafter referred to as the “Sanitary Authority”), and the Township of Robinson (hereinafter referred to as the “Township”).

Sponsors: Corey O'Connor

Indexes: AGREEMENTS

Code sections:

Attachments: 1. 2014-0862.doc

Date	Ver.	Action By	Action	Result
10/31/2014	1	Mayor	Signed by the Mayor	
10/21/2014	1	City Council	Passed Finally	Pass
10/15/2014	1	Standing Committees	AFFIRMATIVELY RECOMMENDED	Pass
10/7/2014	1	City Council	Read and referred	

Resolution authorizing the Mayor and the Director of the Department of Public Works to execute on behalf of the City of Pittsburgh (hereinafter referred to as the “City”) the Second Amendment to the Sewer Services Agreement effective as of June 1, 1971, which was entered into by and among City, the Allegheny County Sanitary Authority (hereinafter referred to as the “Sanitary Authority”), and the Township of Robinson (hereinafter referred to as the “Township”).

WHEREAS, pursuant to Ordinance No. 374, enacted September 20, 1971, providing for a long-term sewage service agreement with the Sanitary Authority and the Township, the City entered into that certain sewage service agreement with the Sanitary Authority and the Township 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 City, the Sanitary Authority, and the Township's agreement with respect to the sewage service to be provided by the Sanitary Authority 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 regional conveyance and treatment system for sanitary sewage service for said drainage areas; and

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; and

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; and

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; and

WHEREAS, the Township conveyed, transferred and assigned to The Municipal Authority of the Township of Robinson (hereinafter referred to as "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 Robinson Township, and (ii) compliance with the 1971 Agreement on behalf of the Township; and

WHEREAS, effective July 27, 1995, the City entered into a Capital Lease Agreement with the Pittsburgh Water and Sewer Authority (hereinafter referred to as "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; and

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

WHEREAS, On August 1, 2008 and pursuant to Resolution 2008-0543, the City entered into a First Amendment to Agreement Effective as of June 1, 1971 ("First Amendment") with PWSA, the Sanitary Authority, the Township, and MATR which amended 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 the Sanitary Authority 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 the Sanitary Authority; and

WHEREAS, MATR recently requested, and the Sanitary Authority is willing, with the agreement of the City, to further expand the service area to provide service to a proposed new residential dwelling in the Township located adjacent to Foxburg Drive in the Country Club Estates development, the description of which is contained in a proposed Second Amendment to Agreement Effective as of June 1, 1971 ("Second Amendment"); and

WHEREAS, the Township is willing to remain a party to this Second Amendment at the request of the Sanitary Authority; and

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WHEREAS, the Second Amendment will be entered into by the City, PWSA, the Sanitary Authority, the Township, and MATR and will amend the 1971 Agreement, as amended by the First Amendment, by expanding the service area, by increasing the peak flow limitation from 777,419 gpd to 777,819 gpd, and by setting the amount of the capital fee to be paid by MATR to the Sanitary Authority; and

WHEREAS, it is understood by the City that PWSA does not object to this Second 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 Second Amendment to the Sewer Services Agreement which was entered into by and among the City, the Sanitary Authority, and the Township effective June 1, 1971.

(b) The Second Amendment shall be executed by the City together with the Sanitary Authority, PWSA, the Township, and MATR.

(c) The Second Amendment further amends the 1971 Agreement, as amended by the First Amendment, by expanding the service area, by increasing the peak flow limitation from 777,419 gpd to 777,819 gpd, and by setting the amount of the capital fee to be paid by the MATR to the Sanitary Authority.

(d) There shall be no cost to the City arising from this Second Amendment to the 1971 Agreement, as amended by the First Amendment.

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