TOWNSHIP OF OHIO

ORDINANCE NO. 82

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE CITY OF PITTSBURGH AND THE ALLEGHENY COUNTY SANITARY AUTHORITY TO PROVIDE SEWAGE SERVICE TO THE LOWRIES RUN PORTION OF THE TOWNSHIP, THEREBY REQUIRING ALL OWNERS AND OCCUPANTS OF SEWERED PREMISES TO PAY THE ESTABLISHED RATES AND CHARGES OF THE ALLEGHENY COUNTY SANITARY AUTHORITY.

BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Township of Ohio and it is hereby ordained and enacted by authority of the same:

Section 1. That the Chairman of the Board of Supervisors is hereby authorized, empowered and directed, for and in behalf of the Township of Ohio to enter into, execute and deliver, and the Township Secretary is hereby directed to attest, an Agreement with the City of Pittsburgh and the Allegheny County Sanitary Authority

in substantially the following form:

AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of A. D. 1968, by and among

CITY OF PITTSBURGH

(herein called the "City"), a municipal corporation of the Commonwealth of Pennsylvania located within the County of Allegheny,

ALLEGHENY COUNTY SANITARY AUTHORITY

(herein called the "Sanitary Authority"), a Municipal Authority whose members are the City of Pittsburgh and the County of Allegheny, and

TOWNSHIP OF OHIO

(herein sometimes called "Ohio Township" or just "the Township"), a political subdivision of the Commonwealth of Pennsylvania also located within the County of Allegheny,

WITNESSETH:

WHEREAS, The Township has no sewers and is planning to provide sewers in that portion of its territory which lies within the Lowries Run watershed; and

WHEREAS, The Township cannot obtain a permit from the State Sanitary Water Board (the "State Board") for the construction of such sewers unless satisfactory sewage treatment is also provided, in accordance with the requirements of the Pure Streams Law (Act of June 22, 1937, P.L. 1987 as amended); and

WHEREAS, The Sanitary Authority has constructed and is operating a large sewage treatment plant and over 69 miles of intercepting sewers leading thereto (herein called the "Sewage Disposal System"); and

WHEREAS, Under the terms of long-term municipal agreements, the Sanitary Authority is providing, by means of its Sewage Disposal System, sewage collection, transportation, treatment and disposal service (herein called "sewage service") to seventy-three municipalities, including several in the Lowries Run drainage area, but excluding the Township; and

WHEREAS, The sewage service provided by the Sanitary Authority enables the municipalities it serves to comply with the requirements of the Pure Streams Law and the orders of the State Board; and

WHEREAS, Ohio Township is the only municipality in the Lowries Run drainage area that is not already receiving sewage service from the Sanitary Authority; and

WHEREAS, An engineering study made at the request of the said Township disclosed that the Sanitary Authority's Lower Ohio River intercepting sewer has only a limited uncommitted capacity available over and above that reserved for the other municipalities it is now serving under existing agreements; and

WHEREAS, The Sanitary Authority can accommodate Ohio Township only (a) if service is limited to sewage and acceptable wastes from those portions of such Township which lie within the present natural drainage area of Lowries Run,

and (b) if stormwater (from roof drains and other sources), as well as subsurface infiltration, is excluded from their sanitary sewers to the maximum extent feasible, as hereinafter set forth; and

WHEREAS, The said Township of Ohio has requested the Sanitary Authority to provide sewage service for a part only of the portion of its territory which lies in that drainage area, and the Sanitary Authority is willing to do so; and

WHEREAS, All of the Sewage service agreements of the Sanitary Authority provide that the municipalities served must bring their sewage to points of connection with the intercepting sewers of the Sewage Disposal System, which are located along the Ohio, Allegheny and Monongahela Rivers, Chartiers Creek and Turtle Creek; and

WHEREAS, The point of connection provided by the Sanitary Authority for the municipalities in the Lowries Run watershed is a diversion structure on the Lower Ohio River intercepting sewer of the Sewage Disposal System at the mouth of Lowries Run; and

WHEREAS, The municipalities in the Lowries Run watershed now being served by the Sanitary Authority are bringing their sewage to such point of connection through the Ross Township Authority's Lowries Run trunk sewer, by agreement with that Authority and/or the Township of Ross; and

WHEREAS, The Township wishes to satisfy the State Board's requirements for a sewer permit for its contemplated sewers in the Lowries Run watershed by

making suitable agreements (a) with the Ross Township Authority and/or Ross Township for the use of a trunk sewer in Lowries Run, and (b) with the Sanitary Authority for sewage service; and

WHEREAS, The Township is willing to accept and pay for sewage service from the Sanitary Authority subject to all the foregoing limitations, as more particularly set forth hereinafter; and

WHEREAS, The Township has decided that such a solution of its sewage problem in the Lowries Run portion of the Township will be cheaper and more advantageous to its taxpayers and residents than the construction and operation of a new sewage treatment plant or any other feasible solution.

NOW, THEREFORE, in consideration of the premises and the undertakings of each party to the others, THE PARTIES hereto, each intending to legally bind itself, its successors and its assigns, COVENANT AND AGREE as follows:

Section 1. The City and the Sanitary Authority hereby enlarge the service area of the Sewage Disposal System to include so much only 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; provided, however, that the portion of said area in the Upper Bear Run drainage district which is presently served by the Thompson Terrace sewage treatment plant shall not be included until the said treatment plant is abandoned. In this Agreement, the term

"service area" shall mean said area and any reference herein to sewage service to the Township shall mean sewage service limited to the Lowries Run portion of the Township described and limited hereinabove in this Section and subject to the provisions of Section 4 of this Agreement.

In no event shall the rights 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.

Section 2. The City covenants with the Township and the Sanitary Authority that the sewage rates and charges (as distinguished from extra charges for construction such as those payable by users of the Upper Allegheny System) to be imposed and collected by the Sanitary Authority as hereinafter set forth, shall be uniform throughout the area served by the Sewage Disposal System and in particular shall be the same within the City as within the Township, and that all duties and obligations hereinafter imposed upon the Township (except the sewer limitations set forth in Section 4 and the lump-sum type of payment provided for in Section 7 hereof) will likewise be assumed and borne by the City.

Section 3. The Sanitary Authority, pursuant to long-term agreements with numerous other municipalities, has already:

(a) issued and sold revenue bonds, secured by its revenues and receipts collected pursuant to this Agreement and to similar agreements with other municipalities and by all other revenues and receipts of the Sewage Disposal System, in sufficient amount to pay

(1) the cost of constructing the Sewage Disposal System and placing the same in operation,

(2) all loans and advances heretofore made to the Sanitary Authority by the City and the Federal Works Administration,

(3) all obligations incurred by the Sanitary Authority which were repayable out of such bond proceeds, and

(4) all other lawful requirements of the Sanitary Authority, including, but without limitation, the cost of all lands, property, rights, easements and franchises acquired, financing charges, the cost of legal services, administrative expenses and all other expenses necessary or incident to the construction of the Sewage Disposal System and to the financing thereof;

(b) upon receipt of the proceeds of such bonds, completed construction of the Sewage Disposal System, the actual construction work having been done under separate contracts awarded to the lowest responsible bidder for each contract; and, pursuant to the instant Agreement, shall:

(c) upon completion of the Township's sewers in the Lowries Run watershed and the connection thereof to the Ross Township Authority's Lowries Run trunk sewer (all of which the Township hereby undertakes to do or cause to be done promptly and at no cost to the Sanitary Authority), intercept all sewage

and acceptable wastes of the Lowries Run portion of the Township which are discharged from such Lowries Run trunk sewer into the Sanitary Authority's Lower Ohio River intercepting sewer, transport such sewage and wastes to its treatment plant, provide such treatment and disposal thereof as may be required by law, and operate the Sewage Disposal System in an efficient and economical manner; and

(d) make such changes in and additions to the Sewage Disposal System as may be necessary to enable the Township to comply with any future lawful orders of the State Board or any other State or Federal Agency in respect of the treatment and disposal of the municipal sewage and acceptable wastes from the Lowries Run portion of the Township which enter the Sanitary Authority's Lower Ohio River intercepting sewer, and shall issue additional revenue bonds for such purpose or purposes; provided, however, that the Sanitary Authority shall have the right to increase its sewage charges to such extent as will yield the additional revenue needed to meet all bond requirements and operating and other expenses incurred by the Sanitary Authority in the design, construction and operation of such added facilities.

If any portions of the Sanitary Authority's future intercepting sewers and appurtenances thereof are located in the Township, the Sanitary Authority shall have the right to enter upon and open such streets, public thoroughfares and vacant land owned by the Township as may be necessary to install, construct, extend, replace, repair and maintain the same or any part thereof; provided, however, that all pavements and underground structures disturbed in the course of such work shall be restored to substantially their original condition. No Township permit or license shall be required for any such work, and the Township hereby waives all fees and charges in connection therewith.

It is understood and agreed that the Sanitary Authority shall indemnify and save the Township harmless from all costs and expenses (except those provided for in this Agreement), liability, claims and demand of any sort arising out of the construction, extension, replacement, operation, maintenance, repair or possession of the Sewage Disposal System by the Sanitary Authority.

Section 4. The Township understands that the intercepting sewer of the Sewage Disposal System that will serve the Lowries Run portion of the Township (herein called the "Lower Ohio River intercepting sewer") has been constructed along the right bank of the Ohio River below the Sanitary Authority's treatment plant. The Township further understands and agrees that the Sanitary Authority will accept for treatment and disposal only such sewage and

acceptable wastes entering sewers in the Lowries Run portion of the Township as are discharged into the Sanitary Authority's said Lower Ohio River intercepting sewer at the point where the Ross Township Authority's Lowries Run trunk sewer connects therewith, and that it shall be the obligation of the Township to bring its sewage and wastes to such point at its own cost and expense.

The Township covenants that it will, as soon as feasible, construct and complete a system or systems of sanitary sewers in the Lowries Run portion of the Township, and will connect the same to the trunk sewer in Lowries Run (belonging to the Ross Township Authority and/or the Township of Ross), to the end that all the sewage of the Lowries Run portion of the Township shall reach the Sewage Disposal System for treatment and disposal as herein provided.

The Township understands that, in compliance with the Township's request, this Agreement allocates to Ohio Township virtually the entire remainder of the service capacity of the Sanitary Authority's Lower Ohio River intercepting sewer, and that surface, subsurface or storm water from the Township will overload such intercepting sewer. The Township therefore covenants and agrees to see to it (a) that only sanitary sewers approved by the Sanitary Authority shall be connected to the trunk sewer in Lowries Run; (b) that no storm water connections to such sanitary sewers will be authorized or suffered to remain; and (c) that all such sanitary sewers will be so designed, constructed, maintained and kept in repair that infiltration of

groundwater thereinto shall not exceed 10,000 gallons per day per mile of sewer. The Township further agrees that the design and construction of all such sanitary sewers shall be subject to the written approval of the Sanitary Authority, the necessary examination of plans, inspection of construction, and testing of completed sewers to be at the sole expense of the Township.

More specifically, the Township covenants that it will not authorize or permit any connections of storm sewers and of roof, driveway, yard or other storm or surface water drains to sanitary sewers in the Lowries Run portion of the Township. The Township shall also divert and/or exclude the flow of any surface or sub-surface spring or stream or acid drainage of a coal mine which enters into any such sanitary sewer. Upon receipt of written notice from the Sanitary Authority of any such condition, the Township agrees to proceed promptly and diligently to disconnect, exclude and/or divert every such prohibited connection, drainage or flow from the sanitary sewers. Upon failure of the Township to take appropriate action promptly after receiving such written notice from the Sanitary Authority, the Sanitary Authority shall have the right to disconnect the offending sewer, or to construct the necessary facilities to divert and exclude therefrom such storm or surface water, surface or sub-surface spring or stream, or acid drainage, and in any such case to charge the cost thereof to the Township.

Section 5. The City and the Sanitary Authority reserve the right, subject to the approval of the State Board but without consulting or notifying

the Township, to permit other municipalities to pump or drain additional sewage or wastes from territory outside the Sanitary Authority's present service area into the Sewage Disposal System for treatment and disposal by the Sanitary Authority; provided, however, that no such permission shall be given unless an agreement similar to the present Agreement (or, if the additional territory is served by the Sanitary Authority's Upper Allegheny System, an agreement similar to that executed by the other municipalities served thereby) shall be executed with the affected municipality or municipalities.

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.

Section 6. The Township covenants and agrees that the Sanitary Authority shall be the sole and exclusive agency, during the entire life of this Agreement, to provide sewage treatment and disposal service to the Lowries Run portion of the Township and to all water users therein who or which discharge sewage or wastes into municipal or authority sewers. The Township hereby

covenants to pay to the Sanitary Authority its prevailing rates for sewage service to all such water users, and to perform all the acts and discharge all the duties and obligations imposed upon it by this Agreement. The Township further covenants that it will not itself engage in the business of providing sewage treatment and disposal service to such water users, nor will it 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 Section shall not apply to sewage or wastes refused by the Sanitary Authority because of violation of the terms of this Agreement.

Section 7. The Sanitary Authority shall, for the services and facilities furnished or to be furnished by it, impose upon and collect from the Township, for sewage service to the owner, tenant or occupant of each lot or parcel of land within the Lowries Run portion of the Township from which sewage or wastes enter a municipal or authority sewer and thence may reach the Sewage Disposal System (hereinafter sometimes called a "user" or "water user"), its prevailing rates, which shall be based or computed upon the quantity of water used in or upon such lot or parcel as determined by gauging or metering or otherwise.

The Sanitary Authority's schedule of rates shall impose reasonable minimum charges, may include such block rates for metered water users and such charges for flat-rate water users as the Sanitary Authority shall determine,

and shall provide extra charges for commercial and industrial wastes which impose an extraordinary burden on the Sewage Disposal System. The schedule shall be adjusted from time to time in such manner as the Sanitary Authority shall deem necessary or proper to insure the collection of adequate revenues to meet financial requirements.

Section 8. All charges for sewage service shall be computed on the basis of the quantity of water used, whether the water is furnished by a municipal or authority waterworks system or secured from any other source.

The sewage service charge to be paid by the Township for sewage service to each water user shall be computed as follows:

a. Metered water users--by applying the Sanitary Authority's schedule of sewage service rates to the quantity of water delivered to each water user during the preceding quarter year or other meter period, as measured by the most recent water meter reading;

b. Flat-rate water users--by applying the percentage set forth in the Sanitary Authority's schedule of such rates then in effect to the flat-rate water bill;

c. Users of water taken from a private water source or public stream--by applying the Sanitary Authority's schedule of such rates then in effect to the quantity of water used as estimated by the Sanitary Authority; provided, however, that if any such water user or the Township shall at his or its own expense

install and maintain in good operating condition a meter or other measuring device of a type approved by the Sanitary Authority, the amount payable by the Township for sewage service to such water user shall be based upon the quantity of water used as so measured.

If the Township or other water supplying agency does not make available promptly to the Sanitary Authority the necessary data for computing the sewage service charge of any water user, the charge for sewage service to such water user shall be based upon the estimated quantity of water used by such water user, and an adjustment in such charge will be made if and when the actual measured usage or flat-rate water charge is made known to the Sanitary Authority.

There shall be no free services rendered by the Sewage Disposal System, and the Township's obligations under this agreement shall include payment for sewage service provided to the Township and to all public corporations, all charitable or non-profit institutions and all school districts and other political subdivisions, in accordance with the established schedule of sewage service charges.

If any substantial portion of the water used regularly on any lot or parcel of land does not enter the sewerage system, the Township may secure a reduction in the amount of the sewage service charges to be paid for sewage

service to such water user, subject to the established minimum charges, if such water user or the Township shall, at his or its own expense and subject to such regulations as may be prescribed by the Sanitary Authority, install and maintain a separate meter or other measuring device approved by the Sanitary Authority for measuring the water so used, in which event the quantity of water so used shall thereafter be excluded in computing the sewage service charges to be paid by the Township for sewage service to such water user.

In cases where the character of sewage or industrial wastes from any commercial, manufacturing or industrial plant, building or premises is such that it imposes a burden upon the Sewage Disposal System in addition to the burden imposed by the average sewage, such additional charge shall be made therefor as the Sanitary Authority shall deem to be fair and equitable to meet the additional cost of collecting, transporting, treating and disposing of such sewage or wastes; or the Sanitary Authority may, if it deems it advisable, require the owner, tenant or occupant of such commercial, manufacturing or industrial plant, building or premises to pre-treat such sewage or wastes in such manner as shall be specified by the Sanitary Authority before discharging such sewage or wastes into the sewerage system.

Section 9. In order to enable the Sanitary Authority to compute its sewage service charges based thereon, as provided in Section 8 hereof, the Township, as long as it operates its own waterworks system, shall furnish to the Sanitary Authority, not later than the 15th day of the month following the month during which water bills are issued, a list or lists of all water meter

readings and flat rate water bills issued during the preceding calendar month, together with the basis for each flat-rate water user's water bill, and shall include therein the meter readings of meters installed by water users taking water from a private water source or public stream. The Sanitary Authority will request similar information from the private water company, municipal authority or other agency supplying water to any water users within the Lowries Run portion of the Township. If the Sanitary Authority is required to pay more for obtaining water usage data for water users in the Township than the average cost paid by the Sanitary Authority for similar data regarding all other water users served by it, the excess shall be repaid to it by the Township.

The Sanitary Authority will reimburse the Township or other water supplying agency, on or before April first of each year, for the reasonable added clerical expense incurred by it during the previous calendar year in preparing the lists of metered water data and of flat-rate bills hereinabove referred to but not for the cost of reading meters, excepting only the cost of reading such meters as may be installed by or for users of water who are not connected with their respective waterworks systems.

Section 10. The Township agrees that if the schedule of rates in effect at any time does not, or in the opinion of the Sanitary Authority may not, yield sufficient revenues to meet the Sanitary Authority's financial requirements, or if the Sanitary Authority finds that such schedule has proved to be inequitable, the Sanitary Authority shall have the right at any time and

from time to time to revise and adjust its sewage service charges in such manner and to such extent as it may deem advisable.

At least sixty (60) days before any revised rates shall become effective, the Sanitary Authority shall submit in writing to the Township a statement setting forth the new schedule of sewage service charges and the reasons why it was found necessary or desirable to put them into effect. Such new schedule of charges shall go into effect at the time specified in said statement (not earlier, however, than sixty (60) days from the furnishing of such statement), unless suspended by a final decree of a court of competent jurisdiction.

Section 11. The Township covenants to pay to the Sanitary Authority the aggregate amount of all sewage charges which are chargeable under Sections 7 - 10 of this Agreement for sewage service to its water users, in consideration of the performance by the Sanitary Authority of the Township's legal duty to avoid the pollution of the waters of the Commonwealth. The individual charges for sewage service to each water user shall be computed in the manner hereinbefore set forth, and all such individual bills shall be totaled. The aggregate amount thereof shall be billed quarterly to the Township. The Township covenants that it will pay, within sixty (60) days of the date of the bill therefor, each such aggregate quarterly amount for sewage service to all water users in the Lowries Run portion of the Township, plus such other charges as

may be chargeable to the Township under this Agreement. The Sanitary Authority will refund to the Township on or before April first of each year, as a credit for the saving in billing expense, a sum equal to the average cost per customer incurred by the Sanitary Authority during the preceding calendar year for billing and collecting its charges in all municipalities served by it in which individual water users are billed separately by the Sanitary Authority, multiplied by the average number of individual water users in the Lowries Run portion of the Township.

Section 12. Any connection in the Township through which sewage or wastes emanating from any territory outside the present natural geographic limits of the Lowries Run portion of the Township may reach any intercepting sewer of the Sanitary Authority shall promptly be shut off or removed by the Township. During the time that such sewage continues to enter any sewer leading to the Sewage Disposal System prior to such shut-off or removal, the Township shall pay to the Sanitary Authority the estimated cost of collecting, transporting, treating and disposing of such sewage, such estimated cost to approximately the same as if the Township were subject to the Sanitary Authority's prevailing sewage service charges for sewage service to the water users within such territory.

Section 13. The Township shall annually provide in its budget for obtaining the funds necessary to meet its obligations under this Agreement.

On or before October 1 of each year the Sanitary Authority shall supply to the Township's governing body a written estimate of (a) the total aggregate amount of all sewage service charges plus (b) the estimated amount (if any) due under Section 12 of this Agreement which the Township will probably be required to pay to the Sanitary Authority during the ensuing fiscal year. The Township shall, by proper ordinance, promptly levy a special tax, impose a sewer rental or sewage charge, or provide for obtaining revenues in any other lawful manner, or resort to any two or more methods of securing the funds r required under this Agreement, in such manner as to assure that the Township shall obtain or collect during the ensuing fiscal year, in addition to all other revenues it may require for other purposes, a sum which, together with any unused moneys allocated for payment to the Sanitary Authority hereunder remaining from previous years, will be at least 120% of such estimated amount to become due under this Agreement during such year. If the entire amount due the Sanitary Authority under this Agreement for any year is not paid out of the current revenues of the Township for such year, the balance thereof shall be paid out of the current revenues of succeeding years. A sufficient portion of the total annual revenues of the Township to meet the requirements of this Agreement shall be deposited to the credit of a special fund or funds, the moneys in which shall be used by the Township to meet their obligations under this Agreement, and shall not be used for any other purpose whatever.

Section 14. 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 Agreement. Such rules and regulations may include provisions prohibiting or regulating the discharge into the municipal or authority sewers in the Township of oils, acids and other substances which may be harmful to the Sanitary Authority's sewers, pumping stations or other structures or which may interfere with the sewage treatment processes at the Sanitary Authority's plant, and prohibiting the discharge thereinto of surface or groundwater.

The Township may, in its own discretion and without let or hindrance from the Sanitary Authority, permit the connection with any sewer that may discharge into the Sewage Disposal System of any and all premises used wholly as private dwellings, but no permit shall be issued by the Township 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. The Township shall supply to the Sanitary Authority promptly a copy of every sewer connection permit issued in the Lowries Run portion of the Township including those for residential connections, and shall also supply a copy of plans for all municipal or authority sewers therein prior to construction thereof.

The Township recognizes that the carrying out by the Sanitary Authority of its obligations under this Agreement will enable the Township to

perform the duty imposed upon it by law to provide for the proper treatment and disposal of the sewage of the Lowries Run portion of the Township, and the Township therefore agrees to exercise for the benefit of the Sanitary Authority all rights and powers which it may possess to carry into effect the purposes and intent of this Agreement. The Township accordingly agrees, on request of the Sanitary Authority, to enact an ordinance incorporating all or designated portions of the Sanitary Authority's rules and regulations and providing appropriate penalties for the violation thereof, to amend such ordinance from time to time as requested by the Sanitary Authority, and to enforce the provisions thereof fully and prosecute all violators thereof diligently.

Section 15. This Agreement shall become effective immediately, and shall remain in full force and effect until the date of expiration of the legal existence of the Sanitary Authority or until the expiration of one calendar year following the payment in full of all bonds, notes and other obligations of the Sanitary Authority, original and refunding, issued by it to finance the construction, replacement, maintenance and operation of the Sewage Disposal System and the Upper Allegheny System and additions thereto, whichever date shall be later.

IN WITNESS WHEREOF, City of Pittsburgh has caused this Agreement to be executed by its Mayor and Director of the Department of Public Works

and its official seal to be hereunto impressed, pursuant to Ordinance No. , duly enacted and approved on the day of , 1968; Allegheny County Sanitary Authority has caused this Agreement to be executed by its Chairman and its official seal to be hereunto impressed and attested by its Secretary, pursuant to a resolution duly adopted by its Board on the day of , 1968; and Township of Ohio has caused this Agreement to be executed by the Chairman of its Board of Supervisors and its official seal to be hereunto impressed and attested, pursuant to Ordinance No. , duly enacted and approved on the day of , 1968.

Attest: CITY OF PITTSBURGH

_____ By_____
Secretary to Mayor Mayor

Attest:

_____ _____
Chief Clerk Director, Department of Public Works

Approved as to form:

_____
City Solicitor

Countersigned:

_____
Controller

(for additional signatures, see next page)

Attest: ALLEGHENY COUNTY SANITARY AUTHORITY

_____ By _____
Secretary Chairman

Approved as to form:

_____
Chief Counsel

Attest: TOWNSHIP OF OHIO

_____ By _____
Township Secretary Chairman, Board of Supervisors

Approved as to form:

_____
Township Solicitor

Section 2. That all ordinances or parts of ordinances conflicting with this ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED THIS 8th day of March, 1969.

Thomas R. Jordan
Chairman, Board of Supervisors

Attest:

E. J. Stephenson
Township Secretary