

**Application of Pennsylvania-American Water Company for Acquisition of Assets of
The Municipal Authority of the City of McKeesport
66 Pa. C.S. §1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2017-_____**

19. Cost of Service.
- b. Provide a copy of the seller's adopted budget from the previous two years.

RESPONSE:

- b. See enclosed adopted budget for the previous two years for The Municipal Authority for the City of McKeesport.

MACM
MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT
2015 BUDGET

MACM

TABLE 1

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
 COMPARISON OF PROJECTED REVENUE FOR THE
 YEAR ENDING DECEMBER 31, 2014 WITH THE
 REVENUES IN THE PROPOSED 2015 BUDGET

ACCOUNTS	PROJECTED 2014 REVENUES	\$.10 Rate Inc 2015 BUDGET	INCREASE (DECREASE) 2014 VS 2015
OPERATING REVENUES			
City of McKeesport	7,538 \$	6,156,300 \$	6,224,800 \$ 68,500
Versailles Borough	663 \$	310,400 \$	314,000 \$ 3,600
Elizabeth Township	1,420 \$	516,500 \$	522,900 \$ 6,400
Elizabeth Township(Buena Vista Surcharge)	N/A \$	- \$	1,400,000 \$ 1,400,000
Liberty(Includes Glassport & Lincoln)	1,199 \$	467,400 \$	473,300 \$ 5,900
North Versailles Township	2,911 \$	1,350,300 \$	1,367,300 \$ 17,000
Port Vue Borough	1,682 \$	656,500 \$	664,800 \$ 8,300
White Oak Borough	3,298 \$	1,470,200 \$	1,488,700 \$ 18,500
East McKeesport Borough	210 \$	79,400 \$	80,400 \$ 1,000
Duquesne	2,012 \$	1,134,600 \$	1,234,400 \$ 99,800
Dravosburg	643 \$	406,800 \$	413,800 \$ 7,000
Subtotal Operating Revenues	21,576 \$	12,548,400 \$	14,184,400 \$ 1,636,000
NON-OPERATING REVENUES			
Billing Delinquency Fees	\$	383,615 \$	400,000 \$ 16,385
Interest Income	\$	3,128 \$	3,200 \$ 72
Capitalized Bond Interest	\$	- \$	490,000 \$ 490,000
Miscellaneous	\$	123,099 \$	125,000 \$ 1,901
Transfer of Funds	\$	- \$	- \$ -
Subtotal Non-Operating Revenues	\$	509,842 \$	1,018,200 \$ 508,358
TOTALS	\$	13,058,242 \$	15,202,600 \$ 2,144,358

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TABLE 2

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
COMPARISON OF PROJECTED OPERATING EXPENSES FOR THE
YEAR ENDING DECEMBER 31, 2014 WITH THE OPERATING
EXPENSES IN THE PROPOSED 2015 EXPENSE BUDGET

	ESTIMATED ANNUAL 2014 COSTS	2015 BUDGET
OPERATIONS		
Wages(500.1)	\$ 1,478,698	\$ 1,379,300
Chemicals(525.1)	73,924	64,000
Electrical Power(520.1)	489,677	1,000,000
Gas(520.2)	53,396	50,000
Water (520.3)	23,428	20,000
Lab Supplies(526.1)	39,072	42,000
Uniforms(536.1)	7,256	7,200
Sludge Hauling(532.1)	240,730	285,000
WWTP Maintenance & Repairs(531.1)	74,989	80,000
Collection System(531.15)	1,950,494	2,156,700
Vehicles(530.1)	35,614	38,000
Travel & Education(562.1)	7,866	11,000
Vehicle Purchase and/or Payments(581.1)	19,026	6,600
Lab Analysis(581.2)	8,880	20,000
Computers(535.1)	12,573	15,000
Safety Program(528.1)	8,591	12,000
CSO Plan Implementation(580.3)	79,727	100,000
Miscellaneous(539.1)	9,346	15,400
Subtotal Operation	\$ 4,613,287	\$ 5,302,200
ADMINISTRATION		
Wages(550.1)	\$ 195,779	\$ 229,300
Telephone(557.1)	32,500	35,000
Professional Services(572)	400,705	400,000
Property/Casualty/Liability Insurance(511.1)	68,994	82,000
Social Security Tax(501.1)	122,432	120,600
Office Supplies(555.1)	7,404	40,000
Health & Life Insurance(510.1)	429,875	479,600
Pension Fund(553.1)	213,478	249,000
Capital Projects Allocation(529.1)	0	50,000
Subtotal Administration	\$ 1,471,167	\$ 1,685,500
TOTAL OPERATING EXPENSE	\$ 6,084,454	\$ 6,987,700
DEBT SERVICE REQUIREMENTS		
Pennvest Loans	\$ 977,423	\$ 977,423
2009 Series Bond	703,859	703,121
2010 Series Bond	668,161	688,161
2011 Series Bond	2,006,131	2,005,331
2012 Series Bond	375,614	373,764
2012-B Series Bond	161,448	161,398
2013 Series Bond	548,600	548,600
2014 Series Bond	299,128	301,838
Bond Fund Management Fees	25,000	25,000
Subtotal Debt Service	\$ 5,765,364	\$ 5,784,636
TOTAL ANNUAL EXPENSES	\$ 11,849,818	\$ 12,772,336

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TABLE 3

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
 OPERATING EXPENSES BUDGET FOR THE SEWAGE DISPOSAL SYSTEM
 FOR THE FISCAL YEAR JANUARY 1, 2015-DECEMBER 31, 2015

	ESTIMATED 2014 COSTS	2015 BUDGET
OPERATIONS		
Wages(500.2)	\$ 546,916	\$ 521,600
Uniforms(536.2)	\$ 2,822	\$ 3,000
Sludge Hauling(532.2)	\$ 12,670	\$ 15,000
Col. Sys. Maintenance & Repairs(531.15)	\$ 126,268	\$ 125,000
Vehicles(530.2)	\$ 72,306	\$ 77,000
Travel & Education(562.2)	\$ 7,866	\$ 11,000
Vehicle Purchase and/or Payments(581.2)	\$ 196,160	\$ 186,600
Computers(535.2)	\$ 12,573	\$ 15,000
Miscellaneous(539.1)	\$ 4,005	\$ 6,600
Subtotal Operations	\$ 981,586	\$ 960,800
ADMINISTRATION		
Wages(550.1)	\$ 363,589	\$ 418,800
Billing and Collection(559.1)	\$ 96,883	\$ 100,000
Property/Casualty/Liability Insurance(511.2)	\$ 40,521	\$ 48,000
Social Security Tax(501.2)	\$ 68,868	\$ 70,500
Health and Life Insurance(510.2)	\$ 211,729	\$ 294,000
Pension Fund(553.2)	\$ 142,318	\$ 164,600
Capital Projects Allocation(529.2)	\$ 45,000	\$ 100,000
Subtotal Administration	\$ 968,908	\$ 1,195,900
TOTAL OPERATING EXPENSES	\$ 1,950,494	\$ 2,156,700

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TABLE 4

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
 PROJECTED REVENUES AND EXPENSES FOR YEAR ENDING
 DECEMBER 31,2014 AND PROPOSED 2015 BUDGET

	2014 PROJECTIONS	2015 Budget w/ \$.10 Rate Increase
OPERATING REVENUES		
City of McKeesport	\$ 6,156,300	\$ 6,224,800
Versailles Borough	\$ 310,400	\$ 314,000
Elizabeth Township	\$ 516,500	\$ 522,900
Elizabeth Township(Buena Vista Surcharge)		\$ 1,400,000
Liberty(Includes Glassport & Lincoln)	\$ 467,400	\$ 473,300
North Versailles Township	\$ 1,350,300	\$ 1,367,300
Port Vue Borough	\$ 656,500	\$ 664,800
White Oak Borough	\$ 1,470,200	\$ 1,488,700
East McKeesport Borough	\$ 79,400	\$ 80,400
Duquesne	\$ 1,134,600	\$ 1,234,400
Dravosburg	\$ 406,800	\$ 413,800
Subtotal Operating Revenues	\$ 12,548,400	\$ 14,184,400
NON-OPERATING REVENUES		
Billing Delinquency Fees	\$ 383,615	\$ 400,000
Income from Investments	\$ 3,128	\$ 3,200
Capitalized Bond Interest	\$ -	\$ 490,000
Miscellaneous	\$ 123,099	\$ 125,000
Transfer of Funds	\$ -	\$ -
Subtotal Non-Operating Revenues	\$ 509,842	\$ 1,018,200
GROSS REVENUES	\$ 13,058,242	\$ 15,202,600
OPERATING EXPENSES		
MACM Operations	\$ 4,613,287	\$ 5,302,200
Administration	\$ 1,471,167	\$ 1,685,500
TOTAL OPERATING EXPENSES	\$ 6,084,454	\$ 6,987,700
NET REVENUES	\$ 6,973,788	\$ 8,214,900
DEBT SERVICE REQUIREMENTS		
Penn Vest Loans	\$ 977,423	\$ 977,423
2009 Series Bond	\$ 703,859	\$ 703,121
2010 Series Bond	\$ 668,161	\$ 688,161
2011 Series Bond	\$ 2,006,131	\$ 2,005,331
2012 Series Bond	\$ 375,614	\$ 373,764
2012-B Series Bond	\$ 161,448	\$ 161,398
2013 Series Bond	\$ 548,600	\$ 548,600
2014 Series Bond	\$ 299,128	\$ 301,838
Bond Fund Management Fees	\$ 25,000	\$ 25,000
Total Debt Service Requirement	\$ 5,765,364	\$ 5,784,636
SURPLUS(DEFICIT)	\$ 1,208,424	\$ 2,430,264
Intergovernmental Agreement Fee	\$ 1,020,100	\$ 1,030,301
SURPLUS(DEFICIT)	\$ 188,324	\$ 1,399,963

New Union Contract Rates

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EE Name	Occupation	1-Jan-14	1/1/2015		
		OLD Rate	Rate 1	Rate 2	Rate 3
Alfer, Ron	General Laborer	\$ 18.82	\$ 19.38	\$ 19.63	\$ 19.73
Anderson, J	Line Maint. Laborer	21.29	\$ 21.93	\$ 22.18	\$ 22.28
Bosnak, A	Turn Laborer	23.28	\$ 23.98	\$ 24.23	\$ 24.33
Brancato, C	Operator	25.45	\$ 26.21	\$ 26.46	\$ 26.56
Castor, G	Mechanic	27.18	\$ 28.00	\$ 28.25	\$ 28.35
Chiaverini, P	Vactor Truck Driver	26.23	\$ 27.02	\$ 27.27	\$ 27.37
Clemente, J	Vactor Truck Driver	26.75	\$ 27.55	\$ 27.80	\$ 27.90
Denardo, D	Field Supervisor	26.75	\$ 27.55	\$ 27.80	\$ 27.90
Duffy, M	Camera Vac laborer	23.28	\$ 23.98	\$ 24.23	\$ 24.33
Ernst, Joseph	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73
Frederick, Charles	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73
Garancsi, Louis	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73
Gillie, Dave	Mechanic	27.18	\$ 28.00	\$ 28.25	\$ 28.35
Goldie, M	Cust. Service Clerk	12.93	\$ 13.32	\$ 13.57	\$ 13.67
Hammerstrom, M	Outside Operator	24.12	\$ 24.84	\$ 25.09	\$ 25.19
Hampton, Eric	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73
Kaminsky, J	Outside Operator	24.12	\$ 24.84	\$ 25.09	\$ 25.19
Kondrosky, Marie	Deliquience Clerk	14.00	\$ 14.42	\$ 14.67	\$ 14.77
Liang, Myin	Lab Tech	25.45	\$ 26.21	\$ 26.46	\$ 26.56
Link, Heather	Billing Clerk	15.61	\$ 16.08	\$ 16.33	\$ 16.43
Lundberg, D	Camera Truck Driver	26.75	\$ 27.55	\$ 27.80	\$ 27.90
Mallas, K	Turn Laborer	23.28	\$ 23.98	\$ 24.23	\$ 24.33
Martin, Adam	Lab Tech	25.45	\$ 26.21	\$ 26.46	\$ 26.56
McCall, S	Line Maint. Laborer	21.29	\$ 21.93	\$ 22.18	\$ 22.28
Moorefield, M	Line Maint. Laborer	21.29	\$ 21.93	\$ 22.18	\$ 22.28
Morrissey, T	Operator	25.45	\$ 26.21	\$ 26.46	\$ 26.56
Nesbit, J	Turn Laborer	23.28	\$ 23.98	\$ 24.23	\$ 24.33
Pollock, P	Mechanic	27.18	\$ 28.00	\$ 28.25	\$ 28.35
Richardson, E	Cust. Service Clerk	12.93	\$ 13.32	\$ 13.57	\$ 13.67
Shermenti, N. JR.	Backhoe Operator	28.53	\$ 29.39	\$ 29.64	\$ 29.74
Simmons, H	Belt Press Operator	25.01	\$ 25.76	\$ 26.01	\$ 26.11
Skalican, S	Operator	25.45	\$ 26.21	\$ 26.46	\$ 26.56
Smith, Ryan	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73
Steele, Ryan	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73
Stein, J	Operator	25.45	\$ 26.21	\$ 26.46	\$ 26.56
Swartz, Charles	Mechanic	27.18	\$ 28.00	\$ 28.25	\$ 28.35
Tkacsik, R	Turn Laborer	23.28	\$ 23.98	\$ 24.23	\$ 24.33
Toth, E	Outside Operator	24.12	\$ 24.84	\$ 25.09	\$ 25.19
Wassel, V	Line Maint. Laborer	21.29	\$ 21.93	\$ 22.18	\$ 22.28
Wright, Allen	General Laborer	18.82	\$ 19.38	\$ 19.63	\$ 19.73

Managers 2014 (Includes 3% Raise)

<u>Name</u>	<u>Title</u>	<u>Salary</u>
• Chuck Schultz	Superintendent	\$70,040
• Jeff Lape	Financial Controller	\$67,259
• Bob Robb	Line Maintenance Manager	\$66,606
• Kristi Cavanaugh	Laboratory Manager	\$65,773
• Bob Lopez	Field Manager	\$59,683
• Nicole Patterson	Human Resource Mgr/Financial Asst	\$54,590
• Tim Solarzyk	Business Affairs Manager	\$54,590
• Debbie Katcher	Billing Manager	\$38,008
• Jackie Mikulla	Billing Manager	\$38,008

Managers 2015 (Includes 3% Raise)

<u>Name</u>	<u>Title</u>	<u>Salary</u>
• Chuck Schultz	Superintendent	\$72,141
• Jeff Lape	Financial Controller	\$69,277
• Bob Robb	Line Maintenance Manager	\$68,604
• Kristi Cavanaugh	Laboratory Manager	\$66,746
• Bob Lopez	Field Manager	\$61,473
• Nicole Patterson	Human Resource Mgr/Financial Asst	\$56,228
• Tim Solarzyk	Business Affairs Manager	\$56,228
• Debbie Katcher	Billing Manager	\$39,148
• Jackie Mikulla	Billing Manager	\$39,148

SERVICE AGREEMENT

This Service Agreement made as of this 3rd day of September 2008, by and among The Municipal Authority of the City of McKeesport (hereinafter referred to as MACM, a body corporate and politic of the Commonwealth of Pennsylvania created and existing under the provisions of the Municipality Authorities Act of 1945, as amended,

AND

City of McKeesport, (hereinafter referred to as "Municipality"), a Municipal Corporation of the Commonwealth of Pennsylvania),

WHEREAS, the MACM was created by the City of McKeesport for the purpose of acquiring, holding, owning, constructing, improving, maintaining and operating sewers, sewer systems or parts thereof and sewage treatment works, including works for t^l treatment and disposing of industrial waste; and

WHEREAS, the MACM constructed and operates a Sewage Disposal System consisting of a sewage treatment works, required interceptor sewers, pumping stations and all other appurtenances necessary for the collection, transportation, treatment and disposal of the sewage and acceptable industrial waste of the City of McKeesport and its inhabitants and of certain municipalities adjacent to the City of McKeesport and their inhabitants; and

WHEREAS, the MACM is currently colle and disposing the sewage and industrial wastes in the Municipality; and

WHEREAS, the Municipality desires to service for Municipality in accordance with the terms an

WHEREAS, From time to time the MA to the Sewage Disposal System as may be necessary disposal of the sewage and to enable the Municipality Commonwealth of Pennsylvania and/or the United and disposal of sewage and acceptable industrial wa from the Municipality, and to comply with any other Federal Government or agencies or having jurisdic

WHEREAS, this Agreement, execu provisions of the December 29, 1949 Agreement v residents.

All Bulk Community Billing Agreements are relatively the same in nature. They include:
- North Versailles
- Elizabeth
- White Oak (mawc)
- East McKeesport
- Liberty
- Port Vue
- Versailles
- Glassport
- Lincoln

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NOW, THEREFORE, in consideration of the premises and the understandings of each party to the other, the parties hereto each intending to legally bind itself, its successors and its assigns, covenant and agree as follows:

1. MACM shall:
 - (a) Continue to operate and maintain the Sewage Disposal System at its existing capacity or at such capacity as may be determined from time to time by the Board of Directors of MACM and
 - (b) accept all sewage and wastes of the Municipality which are discharged into MACM's intercepting sewer (subject to the provisions of Paragraphs 2 and 3 of this Agreement), 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; and
 - (c) make such changes in and additions to the Sewage Disposal System as may be necessary to enable MACM and the Municipality to comply with Federal, State, and County of Allegheny laws, rules and regulations in respect of the treatment and disposal of the municipal sewage and wastes which enter MACM's interceptor sewers, and shall if determined by the Board of Directors of MACM at their sole discretion, issue additional revenue bonds for such purpose or purposes; provided, however, that MACM shall have the right to increase its sewage service charges to such extent as will yield the additional revenue needed to meet all bond requirements and operating and other expenses incurred by MACM in the design, construction and operation of such added facilities.

It is understood and agreed that the MACM shall indemnify and save the Municipality harmless from all costs and expenses (except those provided for in this Agreement) liability, claims and demands of any sort arising out of the construction, extension, replacement, operation, maintenance repair or possession of the Sewage Disposal System by MACM. The Municipality shall similarly indemnify and save MACM harmless as to all matters in connection with the Municipality's sewer and sewage collection and conveyance system.

2. The Municipality understands and agrees that the said intercepting sewer is of limited capacity and that therefore this Agreement is limited to handling the Municipality's sanitary sewage only, with no admixture of storm water. The Municipality covenants that they will not connect to MACM intercepting sewer any sewer which discharges storm water from roof drains or other connections or into which flows a surface or sub-surface stream or the acid drainage of a coal mine.

To protect itself against the overloading of its intercepting sewer MACM may, at the Municipality's expense, install and maintain sewages measuring devices to measure the gross volume of sewage emanating from the Municipality and the Municipality shall install and maintain at each of its pumping stations with capacity in excess of 175 gallons per minute, a sewage measuring device of the recording type to which MACM shall have access. If during any quarter year or other billing period, the gross volume of sewage from the Municipality shall exceed 350% of the aggregate quantity of water used by all of the Municipality's water users as hereinafter defined, the Municipality

covenants to pay to MACM, out of the Municipality's current revenues as hereinafter provided, MACM's prevailing rates and charges for handling such excess, in addition to the sewage charges hereafter required to be paid by the Municipality or its residents.

Upon the occurrence of such excessive quantities of sewage from the Municipality due to infiltration or any other cause, or upon the detection in the Municipality's sanitary sewage of storm water, water from streams or acid mine drainage, the Municipality shall take immediate action to locate and eliminate the cause or causes of the violations of this Agreement or to implement such alternate measures as are acceptable to MACM to mitigate or diminish the adverse impacts MACM resulting therefrom.

If the Municipality endeavors to remediate the occurrence of such excessive quantities of sewage from the Municipality due to infiltration, a Corrective Action Agreement may be negotiated. Under the terms of Corrective Action Agreement appended to this Service Agreement, charges for handling excess flows will not be applicable. Successive Corrective Action Agreements may be negotiated on an as needed basis.

3. It is recognized that a portion of the collection system within the Municipality is considered a combined sewer system and is permitted as such. Therefore, that portion of the system which is considered combined shall be permitted the admixture of storm water discharges to the MACM system. Although permitted, the storm water admixture is limited to discharges from roof drains and catch basins. These combined sewer areas are exempt from the terms and conditions defined in Paragraph 2.

4. The Municipality understands and agrees that any sewage or wastes that are discharged from MACM sewers are subject to full compliance with the laws, rules, permits, orders and regulations of MACM, the County of Allegheny, the Commonwealth of Pennsylvania and the United States of America and their respective departments and agencies as may be amended from time to time (hereafter referred to collectively as "Laws").

Under the National Pollutant Discharge Elimination System as is amended from time to time by the Laws, MACM is prohibited from discharging certain types of sewage and wastes. Such types of sewage and wastes are defined and described more fully and specifically in said Laws and are hereafter referred to as "Prohibited Sewage".

Said Laws also prohibit the discharge of certain types of sewage and wastes unless acceptable pretreatment occurs prior to entry into a sewage system. Such types of sewage and wastes are hereafter referred to as "Tolerable if Pretreated". Other types of sewage and wastes require treatment by MACM that is not normally required for Domestic Sewage. "Domestic Sewage" is herein defined as human body waste and waste from toilets and other receptacles intended to receive or retain body wastes including normal household laundry, cleaning, bath and shower wastes. Such other types of sewage and wastes are hereinafter referred to as "Tolerable But Requiring Additional Treatment".

It is understood and agreed that the Municipality may connect to MACM's intercepting sewer any sanitary sewer conveying Domestic Sewage and any other sewage or wastes except for Prohibited Sewage, Tolerable If Pretreated Sewage and Tolerable But Requiring Additional Treatment Sewage.

The Municipality shall not discharge nor permit the discharge into their sewage collection and conveyance system any Prohibited Sewage. Further, the Municipality shall not discharge nor permit the discharge into their sewage collection and conveyance system any Tolerable If Pretreated or Tolerable But Requiring Additional Treatment without first obtaining the written approval of MACM for such a discharge. It is understood and agreed that MACM may as a condition to granting such approval require acceptable pretreatment or the payment of additional service charges.

The Municipality hereby covenants and agrees that they will fully comply with the aforementioned Laws and they will indemnify, defend and hold MACM harmless from any damage, costs, expenses or fees (including but not limited to attorney's fees and engineering fees) arising out of or resulting from any sewage or waste that is conveyed to MACM sewers from the Municipality's sewers.

5. The MACM reserves the right, subject to the approval of the legal agencies having jurisdiction thereover but without consulting or notifying the Municipality or the Municipal Authority, to permit additional municipalities to pump or drain additional sewage or wastes into the Sewage Disposal System for treatment and disposal by MACM. It is understood and agreed that the Municipality has not by these covenants waived or in any way granted approval to such additional municipality or municipalities to use the Municipality's sewage collection and conveyance system and facilities.

The MACM 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 shall be at least as high as those imposed on others.

6. The Municipality covenants and agrees that MACM shall be the sole and exclusive agency, during the entire life of this Agreement, to provide sewage treatment and disposal service to the Municipality and to all its water users therein who or which discharge sewage or wastes into the Municipality's sanitary sewerage system. The Municipality hereby permits and authorizes MACM to impose upon all such water users the sewage service charges hereinafter set forth, and covenants to perform all of the acts and discharge all the duties and obligations imposed upon it by this Agreement.

7. MACM shall, for the services and facilities furnished or to be furnished by it, impose upon and collect from the Municipality or from the owner, tenant or occupant of each lot or parcel of land within the Municipality from which sewage or wastes enter a Municipality sewer and thence reach the Sewage Disposal System (hereinafter sometimes called a "user" or "water user", fees or charges (hereinafter sometimes called "sewage service charges" or "charges"), which shall be based upon the quantity of water used in or upon such lot or parcel as determined by metering.

Except for the additional surcharge rate described previously and except those additional service fees charged to industrial firms under industrial agreements and for Tolerable But Requiring Additional Treatment Sewage, MACM's schedule of sewage service charges shall be uniform throughout the entire service area of the Sewage Disposal System, and shall be so calculated as to yield in the aggregate during each month or quarter year for paying all current administrative,

operating, maintenance and replacement costs and expenses of MACM including reserves therefore, and the interest on and the principal of all outstanding bonds and other obligations as the same become due and payable, and to create such reserves for such purposes as may be required by the resolution authorizing the issuance of its bonds or in the trust indenture securing the same. The schedule shall impose reasonable minimum charges, may include such block rates for metered water users and such charges for flat-rate water users as MACM shall determine, and shall provide extra charges for commercial and industrial wastes which impose an extraordinary burden to the Sewage Disposal System. The schedule shall be subject to adjustment from time to time in such manner as MACM shall deem necessary or proper to insure the collection of adequate revenues to meet its financial requirements.

8. The Municipality shall pay the aggregate amount of all sewage service charges which, under paragraph 9 of this Agreement, would be payable by its water users, in consideration of the performance by MACM of the Municipality's legal duty to refrain from the pollution of the water of the Commonwealth. In such event, the individual charges of each water user shall be computed in the same manner as hereinbefore set forth, but instead of sending individual bills to all water users, all such individual bills shall be totaled and the aggregate amount thereof shall be billed quarterly to the Municipality. The Municipality covenants that so long as such method of payment is in effect it will pay each such quarterly aggregate amount, out of the Municipality's current revenues as hereinafter provided, within sixty (60) days after the date of the bill therefore. There shall be a fifteen (15) day grace period but, in the event payment is not received by then, the Municipality shall be obligated to pay a six percent (6%) late charge of the overdue payment.

The schedule of sewage service charges imposed by MACM and collected during any year shall be so calculated and adjusted as to provide revenues which will be sufficient to pay all current expenses and meet all obligations of MACM during such year. It is understood by the Municipality that not all bills for sewage service charges will be paid promptly, and that some of such bills in an indeterminate amount will become delinquent each year. In considerations of the services rendered by the MACM to the Municipality under the provisions of this Agreement, which will effect compliance by the Municipality with the duty imposed upon it by law to refrain from the pollution of the waters of the Commonwealth, the Municipality agrees to pay to MACM out of the Municipality's current revenues as hereinafter provided, the face amount of all delinquent accounts.

9. All bills for sewage service charges shall be computed on the basis of the quantity of water used, whether the water is furnished by the waterworks system of the Municipality or secured from any other source.

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

- (a) Metered water customers – by applying the MACM schedule of charges then in effect to the quantity of water delivered to each water customer during the preceding quarter year or other metered period, as measured by the most recent water meter reading;
- (b) Flat-rate water customers – by applying the percentage set forth in the MACM schedule of charges 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 MACM schedule of charges then in effect to the quantity of water used as estimated by MACM; provided, however, that if any such water user 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 MACM, the amount payable by such water user shall be based upon the quantity of water used as so measured.

There shall be no free service rendered by the Sewage Disposal System, and the Municipality (or any department, agency or instrumentality thereof) and all public corporations, all charitable or non-profit institutions and all school districts and other political sub-divisions shall pay for the use of the service and facilities thereof in accordance with the established schedule of sewage service charges.

Subject to the rules and regulations of the individual municipality, if any substantial portion of the water used regularly on any lot or parcel of land for commercial, manufacturing or industrial purposes does not enter the Municipality's sanitary sewerage system, the owner, tenant or occupant of such lot or parcel may secure a reduction in the amount of the sewage service charges to be paid by him, subject to the established minimum charges, by installing, at his own expense and subject to such regulations as may be prescribed by MACM, a separate meter or other measuring device approved by MACM 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 owner, tenant or occupant of such lot or parcel.

10. The Municipality agrees that if the schedule of sewage service charges in effect at any time does not, or in the opinion of MACM may not, yield sufficient revenue to meet the MACM financial requirements, or if MACM finds that the schedule has proved to be inequitable, MACM 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 necessary or advisable, but not more than twice in one year.

At least sixty (60) days before any revised sewage service charges shall become effective, MACM shall submit in writing to the Municipality a statement setting forth the new schedule for sewage service charges and the reasons why it was found necessary or advisable 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.

11. MACM 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 Municipality's sewage system of oils, acids and other substances which maybe prohibited under Paragraph 3 hereof or harmful to the MACM sewers, pumping stations or other structures or which may interfere with the sewage treatment processes of the MACM plant, and prohibiting the discharge into any Municipality sanitary sewer of surface or ground water.

The Municipality may, in its own discretion and without let or hindrance from MACM permit the connection with any Municipality sewer that discharges into an MACM

interceptor sewer of any and all premises used wholly as private dwellings, but no permit shall be issued by the Municipality for the connection with any such sewer or 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 MACM.

The Municipality recognizes that the carrying out by MACM of its obligations under this Agreement will enable the Municipality to perform the duty imposed upon it by law to provide for the proper treatment and disposal of its sewage, and the Municipality, therefore, agrees to exercise for the benefit of MACM all rights and powers which it may possess to carry into effect the purpose and intent of this Agreement. The Municipality accordingly agrees, on request of MACM to enact an ordinance incorporating all or designated portions of the MACM rules and regulations and providing appropriate penalties for the violation thereof, to amend such ordinance from time to time as requested by MACM and to enforce the provisions thereof fully and prosecute all violators thereof diligently.

12. This Agreement shall become effective immediately, and shall remain in full force and effect, subject to the provisions of Paragraphs 2 and 3 hereof, until the date of expiration of the legal existence of MACM or until the expiration of one calendar year following the payment in full of all bonds, notes and other obligations of MACM, original and refunding, issued by it to finance the construction, replacement, maintenance and operation of the Sewage Disposal System and additions thereto, whichever date shall be later.

13. This Agreement shall supersede and replace the Agreement dated December 29, 1949 by and between MACM and the Municipality.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and their respective corporate seals to be thereto affixed and attested as of the date first above written.

[Seal]

MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT

Attest:

David L. Demchak
Secretary

By Regis John Zuppler
Chairman

[Seal]

CITY OF MCKEESPORT

Attest:

Patricia Williams
Secretary

By James R. Brewster
Chairman
MAYOR

CORRECTIVE ACTION AGREEMENT

This Corrective Action Agreement made as of this _____ day of _____ 2008, by and among The Municipal Authority of the City of McKeesport (hereinafter referred to as MACM, a body corporate and politic of the Commonwealth of Pennsylvania created and existing under the provisions of the Municipality Authorities Act of 1945, as amended,

AND

City of McKeesport (hereinafter referred to as "Municipality"), a Municipal Corporation of the Commonwealth of Pennsylvania),

WHEREAS, MACM owns and operates a sewage conveyance and treatment system (the "MACM System"); and

WHEREAS, the Municipality owns and operates a sewage collection and conveyance system serving customers located in City of McKeesport, PA and

WHEREAS, MACM and the Municipality are parties to an Agreement, dated as of _____ (the "Service Agreement") providing for, among other things, the discharge of sewage from the Municipality into the MACM System for treatment and disposal; and

WHEREAS, the average daily flow of sewage discharged from the Municipality into the MACM System has exceeded and continues to exceed the excess infiltration and inflow discharge limit set forth in the Service Agreement; and

WHEREAS, the inordinate volume of discharge from the Municipality into the MACM System is due to the infiltration and inflow; and

WHEREAS, in accordance with the provisions of the Service Agreement and MACM's schedule of rates and charges, MACM may impose a surcharge for all excessive discharges from the Municipality into the MACM System; and

WHEREAS, the Municipality has agreed to complete the Sewer Maintenance Program and the schedule for completion of the tasks identified within said Sewer Maintenance Program are required to be completed by last day of December 2017, these items being agreed to through the endorsement of the McKeesport Area Act 537 Plan; and

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

1. For and during the Remedial Period, MACM will suspend the Municipality's obligation to pay the Surcharge Rate. The term "Remedial Period" is herein defined to mean the period beginning on the date of execution of this agreement and ending on the last day of December 2017, said date corresponding to the end of the ten (10) year period from the

Pennsylvania Department of Environmental Protection (PADEP) approval of the McKeesport Area Act 537 Plan for completion of the Sewer Maintenance Program, or if earlier, the date of the completion of all work specified under the Sewer Maintenance Program, or the date on which MACM delivers to the Municipality notice that an Event of Default (as such term is hereinafter defined) has occurred and is continuing.

2. For and during the Remedial Period, the Municipality will provide the MACM with an annual report and certification, prepared by their Consulting Engineer, of the work completed under the Sewer Maintenance Program. The report and certification will be submitted to the MACM by February 15 of each year.
3. "Default" or "Event of Default" is herein defined to mean any failure by the Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed if such failure or breach continues for a period of 30 days after written notice thereof shall have been given to the Municipality by MACM, unless MACM shall agree in writing to an extension of such time prior to its expiration.
4. Whenever a Default of Event of Default occurs and its continuing, MACM shall have right to discontinue its suspension of the Surcharge Rate and may take whatever action at law or in equity may appear necessary or desirable to collect the Surcharge Rate and to enforce performance and observance of any obligation, agreement or covenant of the Municipality under this Agreement or the Service Agreement.
5. Notices, documents, information and legal process to be delivered to or served upon any party hereto shall be deemed to have been duly delivered or served when delivered in written form by hand or a recognized overnight delivery service or three days after posting by registered mail or certified mail with return receipt requested, to the applicable parties hereto as follows:

If to MACM: Municipal Authority of the City of McKeesport
 100 Atlantic Avenue
 McKeesport, PA 15132
 Attention: Executive Director

If to Municipality: City of McKeesport
 502 Fifth Avenue
 McKeesport, PA 15132
6. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.
7. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally. Any such change, waiver, discharge or termination may be effected only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent certain matters may be governed as a matter of law by federal law. If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein.
9. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default under this Agreement shall impair any such right, power or remedy of such party, nor shall it be a waiver of such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent in such writing specifically set forth. All rights and remedies, either under this Agreement or by law or otherwise afforded to a party, shall be cumulative.
10. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such executed counterpart.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and their respective corporate seals to be thereto affixed and attested as of the date first above written.

[Seal]

MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT

Attest:

David L. Demchak
Secretary

By Raymond W. Gough
Chairman

[Seal]

CITY OF MCKEESPORT

Attest:

Patricia Williams
Secretary

By James D. Brewster
Chairman
MAYOR

AGREEMENT

BETWEEN

**THE MUNICIPAL AUTHORITY
OF THE CITY OF McKEESPORT,
COUNTY OF ALLEGHENY, PENNSYLVANIA**

AND

THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO

**FOR THE PERIOD BEGINNING
JANUARY 1, 2014 AND ENDING
DECEMBER 31, 2015**

©COPY

AGREEMENT

THIS AGREEMENT, made, entered into and executed this 19th day of August, 2014, by and between THE MUNICIPAL AUTHORITY OF THE CITY OF McKEESPORT, County of Allegheny, Pennsylvania (hereinafter referred to as the "Authority"), its successors and assigns, and THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO (hereinafter referred to as the "Union"), its successors and assigns, on behalf of itself and the members of Local No. 433, who are employed by the Authority.

WITNESSETH:

ARTICLE I

SECTION 1 - RESPONSIBILITY TO THE PUBLIC

It is recognized by the parties hereto that the Authority is engaged in providing an essential public service which vitally affects the health, safety, comfort and well-being of a large number of people in the communities supplied with sewage service by the Authority, and that it is the duty of the Authority and its employees to meet and perform their obligations and responsibilities to the public serviced without interruption.

SECTION 2 - NO STRIKE, WILDCAT STRIKE OR LOCKOUT

Inasmuch as this responsibility to the public is a mutual responsibility of employees and management of the Authority, and requires that any dispute arising between the employees and management be settled in an orderly way and, inasmuch as both parties to this Agreement hereby recognize their mutual responsibility of service to the public, it is, therefore, mutually agreed by the parties hereto in furtherance of harmonious relations among employees, management, and the public, that there shall be no lockout, strike, wildcat strike, work stoppage or intentional

slowdown during the term of this Agreement for any reason whatsoever. All matters of dispute shall be settled by the grievance and arbitration procedures hereinafter provided. The Authority's right to discipline shall include the right to discipline any employee who engages in any strike, wildcat strike, work stoppage or intentional slowdown.

SECTION 3 - RECOGNITION

The Authority, during the term of this Agreement, hereby recognizes the Union as the sole and exclusive representative of the employees of the Authority for the purpose of collective bargaining, with respect to wages, hours and terms and conditions of employment in a subdivision of the employee unit comprised of production and maintenance employees, and excluding professional employees, management level employees, supervisors, first level supervisors, and confidential employees as defined in the Public Employee Relations Act (as amended from time to time) of the Commonwealth of Pennsylvania.

SECTION 4 - COOPERATION BETWEEN UNION AND AUTHORITY

The Union shall supply to the Authority a list of all Union members and shall promptly notify the Authority of any changes in the membership of the Union.

The Union shall promptly furnish the Authority with a list of the members comprising the officers, stewards, grievance committee, negotiating committee and other committees, as well as any changes in the said groups during the term of this Agreement.

The Authority agrees to negotiate and bargain collectively with the Union and its accredited representatives, on behalf of the Authority's employees contained in the bargaining unit, for the purposes of resolving any dispute which may arise concerning wages or terms and conditions of employment and adjusting any grievance or complaint which may arise in the

future within the areas covered by this Agreement. Minutes of such meetings shall not be made unless requested by either the Union or the Authority in writing and, if made, the Authority shall furnish the Union with a copy of such minutes. The Authority agrees that it will not, during the term of this Agreement, make any arrangement with any other Union or organization purporting to represent the employees in the bargaining unit.

The Union shall have the privilege of using the bulletin board located in the Check-In-Office for notices to members subject to the Authority's approval of the subject matter thereof.

SECTION 5 - POWER OF AUTHORITY

The management of the Authority, and the direction and control of the working forces, including but not limited to the right to hire or rehire, suspend or discharge for proper cause, reclassify or transfer, and the right to relieve employees from duty because of lack of work, changes in the art or for any other legitimate reason, is vested solely and exclusively in the Authority, provided that this clause shall not be used for purposes of discrimination against any member of the Union.

The type of work that an employee shall perform, at any given time, shall be determined exclusively by the Authority. It shall be a violation of this Agreement if any employee of the Authority, for any reason whatsoever, refuses to work on a job or project that he has been assigned to by any management personnel. In all cases of discharge, separation or furlough, any grievance with reference thereto shall be filed in writing with the Authority within seven (7) days after the employee receives written notification thereof.

SECTION 6 - DEDUCTION OF DUES

The Authority agrees to deduct from the wages of employees dues payable to the Union (if within the authority of the national constitution and by-laws of the Union) provided the Authority has been authorized to do so by a majority vote of all the employees in the Union, taken by secret ballot, and has received the written authority form each employee whose wages are affected. The Union shall notify the Authority, in writing, of any change in the amount to be withheld by the Authority from the pay due each member of the Union.

SECTION 7 - SUBTERFUGE

The parties will not engage in subterfuge for the purpose, or with the result, of defeating or abating the provisions of this Agreement.

SECTION 8 - PROBATIONARY PERIOD

All employees hired by the Authority on and after January 1, 2014, shall be classified as probationary during a period of one hundred eighty (180) days, during which time the Authority may dismiss any such employee at its discretion. During the probationary period, newly hired employees shall enjoy no seniority rights whatsoever but, thereafter, their seniority rights shall revert to the date of their employment. Time missed due to absence for a compensable injury will not count as part of the probationary period.

Hospitalization insurance coverage will be provided by the Authority, and regular holiday pay will be made to probationary employees the same as regular employees during the probationary period. No other fringe benefits will be paid or shall accrue during the said one hundred eighty (180) days probationary period.

SECTION 9 - GRIEVANCE PROCEDURE

Any dispute or grievance (which means a bona fide dispute or difference as to wages, rates of pay, hours of work or other conditions of employment which is not specifically determined by one provision of this Agreement) shall be settled as promptly as possible and without any interruption of work but, if unsettled, shall be worked out as hereinafter stated.

It is agreed that both the Union and the Authority have a mutual interest in the settlement of all grievances through the grievance machinery provided for herein, and that every effort should be made by both parties to see that grievances are handled properly.

Should any differences arising between the Authority and the Union, or its members employed by the Authority as to the meaning and application of, or compliance with, the provisions of this Agreement, or should any grievance or dispute arise between the parties hereto, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately in the following manner:

A. The grievance shall first be discussed by the grievant with his immediate supervisor within ten (10) days of the occurrence of the event giving rise to the dispute.

B. If the grievant or the Union is not satisfied with the disposition of the grievance in Step A, the grievant or the Union shall, within ten (10) days of the discussion with the immediate supervisor, reduce the grievance to writing on a form agreed upon by the Union and the Authority, stating the application provision(s) of the Agreement involved. The written grievance shall be filed with the immediate supervisor who shall respond within ten (10) days.

C. If the Union is not satisfied with the written answer at Step B, the Union shall, within ten (10) days of receipt of that written answer, appeal the grievance to the

designated representative of the Authority, and a meeting will be scheduled between the representatives of the Union and the Authority to attempt to resolve the dispute. Within fifteen (15) days after the conclusion of that meeting, the Authority shall provide its written answer to the Union. An employee shall have the right to have a representative of the Union present with him at any step of the grievance procedure.

D. If the dispute still remains unsettled, then the mandatory arbitration provisions of Section 903 of the Public Employe Relations Act shall be followed.

Once the procedures in Paragraphs A through C above have been exhausted, and before proceeding with arbitration, either party shall have the right to refer the dispute for non-binding mediation through the services of the Pennsylvania Bureau of Mediation.

The Authority's obligation to pay for lost time shall be limited to one (1) member of the grievance committee from the Authority's sewage treatment plant.

ARTICLE II

SECTION 1 - WORK WEEK

The regular working scheduled for non-shift employees shall be forty (40) hours per week consisting of five (5) days, each eight (8) hours in length, Monday through Friday. The schedules for the Outside Operators, except for the Monday-Friday Outside Operator, will include weekends.

The regular schedule for shift employees shall consist of five (5) regular eight (8) hour work days. The Union recognizes that for the purpose of efficient management, shift periods may begin on any day of the week. The scheduling of shift employees shall conform to a schedule to be put into effect by the Authority at the time of the signing of this Agreement, and each shift employee affected, may at any time, ascertain his position in the schedule. In the

event a knockout crew exists, the schedule for the employees serving on this crew will be determined after the vacation schedule for all employees is finalized. In this regard, the Authority shall guarantee the forty (40) hours per week for the back-up positions.

Though the normal work week is considered a forty (40) hour week, the Authority need not provide forty (40) hours of work to any employee in any one (1) week. Where an employee does not work forty (40) hours a week, he shall be paid only for the hours actually worked.

SECTION 2 - TEMPORARY TRANSFER

If employees are temporarily transferred from a job in which they are regularly employed to another job paying a lower hourly rate, there shall be no reduction in wages during the entire period of transfer, and if employees are temporarily transferred to jobs paying a higher hourly rate, they shall receive such higher rate while so employed during the entire period of transfer. During this transfer, the employee's work schedule will change to include this period, provided a five (5) day notice has been issued. Notification of a transfer with less than five (5) days' notice will not be considered a schedule change and, therefore, be subject to the First and Second Days Off Premium Pay. The temporary transfer pay rate will not include holidays, personal days, funeral days, sick days, vacation and jury duty unless the transfer exceeds thirty (30) calendar days.

SECTION 3 - GUARANTEED HOURS

Employees who report to work on order of the Authority, either expressed or implied, and who are not put to work, shall receive a minimum of two (2) hours pay. Employees shall not be required to remain at their homes for emergency calls, but if called out for an emergency, they shall be paid, addition to the actual hours worked, one-half (1/2) hour reporting time at the

applicable overtime premium rate, with a minimum guarantee of two (2) hours at the overtime premium rate.

Regular employees working outside the sewage treatment plant shall not be laid off on regularly scheduled work days because of inclement weather. This, however, shall in no way limit the right of the Authority to utilize those employees in any other available work at their regular rates of pay, or the rate set forth in the SECTION entitled "TEMPORARY TRANSFER". The judgment of the Executive Director, or other management personnel, as to the degree of inclemency shall be conclusive.

SECTION 4 - HOURS OF EMPLOYEES WORKING OUTSIDE SEWAGE TREATMENT PLANT

Regular employees engaged in maintaining the intercepting sewer system and appurtenant facilities thereof, including those who drive automobiles or trucks incidental to their work, and regular employees engaged in inspecting and sampling sewage and industrial wastes, shall start from the sewage treatment plant, unless otherwise directed, at 8:00 a.m. and return to the sewage treatment plant at 4:00 p.m. prevailing time. Authority trucks and automobiles are not to be used to drive to restaurants or home for lunches, or for any other personal reason whatsoever.

SECTION 5 - HOURS OF EMPLOYEES WORKING AT SEWAGE TREATMENT PLANT

The hours of work of the rotating shift shall be:

First Shift	-	12:00 (midnight)	to	8:00 a.m.
Second Shift	-	8:00 a.m.	to	4:00 p.m.
Third Shift	-	4:00 p.m.	to	12:00 (midnight)

The hours of work of non-shift employees shall be 8:00 a.m. to 4:00 p.m. prevailing time, unless otherwise mutually agreed upon. In order to address the business needs of the Authority, the parties agree to cooperate regarding requests for work schedules other than the schedule set forth in this Section.

SECTION 6 - WAGES

Regular employees of the Authority shall be paid the following hourly rates. The existing classifications will be replaced by the following classifications, which include the wage rates set forth as of December 31, 2013 prior to the calculation of any contractual wage increases:

Classification	1-1-2013	1-1-2014	1-1-2015
General Laborer*	\$18.27	\$18.82	\$19.38
Utility Laborer*	\$18.93	\$19.50	\$20.08
Outside Operator	\$23.42	\$24.12	\$24.85
Shift Laborer	\$22.60	\$23.28	\$23.98
Filter Belt/Press Operator	\$24.28	\$25.01	\$25.76
Maintenance Mechanic	\$26.39	\$27.18	\$28.00
Lab Tech I	\$19.58	\$20.17	\$20.77
Lab Tech II	\$24.71	\$25.45	\$26.21
Vactor Truck Operator	\$25.47	\$26.23	\$27.02
Operator	\$24.71	\$25.45	\$26.21
Line Maintenance Laborer	\$20.67	\$21.29	\$21.93
Equipment Laborer	\$22.60	\$23.28	\$23.98
Field Supervisor	\$25.47	\$26.23	\$27.02
Camera Truck Operator	\$25.47	\$26.23	\$27.02
Back-Hoe Operator	\$27.70	\$28.53	\$29.39

*New hires will be placed into the category of General Laborer until such time as they obtain an "A" State Certificate, at which time they will progress to the position of Utility Laborer. An employee in the position of General Laborer cannot progress out of the position of General Laborer until such time as that employee obtains a State Certificate. If a new hire already holds a State Certificate, that individual will be placed into the position of Utility Laborer.

The wage rates set forth above are based on the following percentage increases:

January 1, 2014	-	3%
January 1, 2015	-	3%

There shall be a \$.50/hour premium per year for those employees with a Class A Certificate. This benefit will not apply to any employee hired after May 1, 2002. The Operator position does not qualify for the \$.50/hour premium for holding the A Certificate.

In addition to the above rates, there shall be a shift differential payment of \$0.35 per hour when the above-mentioned employees work the first shift, and \$0.25 per hour when the above-mentioned employees work the third shift. Shift differential can be waived by the employee if an employee's hours are shifted for the sole benefit of the employee and agreed to by all the parties involved.

SECTION 7 - PREMIUM PAY

A. OVERTIME

1. One and one-half (1-1/2) times the regular hourly rate shall be paid for:
 - a. All hours worked in excess of forty (40) hours in any one (1) week.
 - b. All hours worked in excess of eight (8) hour in any one (1) day.
 - c. All hours worked on an employee's first scheduled day off.
2. Two (2) times the regular hourly rate shall be paid for all hours worked on the employee's second regularly scheduled day off in any work week provided the employee has worked the first regularly scheduled day off.
3. No employee shall be paid both daily and weekly overtime for the same hours worked.

4. The above premium rates shall apply only in the case of work actually performed. Thus, such rates will not be included in the computation of vacation pay, personal leave days, holiday pay, allowance for funeral, jury duty, or disability benefits provided for in ARTICLE III.

B. SATURDAY AND SUNDAY WORK

1. One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked on Saturday and Sunday.
2. The provisions in regard to premium or overtime pay for Saturday work shall not apply to shift employees, since shift periods may begin on any day of the week.
3. No employee shall be paid both daily or weekly overtime and overtime for Saturday and/or Sunday work for the same hours worked.
4. The above premium rate shall apply only in the case of work actually performed. Premium rates will not be included in the computation of vacation pay, holiday pay, personal leave days, allowance for funeral, jury duty, or disability benefits provided for in ARTICLE III.

C. HOLIDAY WORK

1. Two and one-half (2-1/2) times the regular hourly rate shall be paid for all hours worked on the holidays listed in ARTICLE III, SECTION 1, hereof.
2. This premium rate shall apply only in the case of work actually performed. The premium rate will not be included in the computation of vacation pay,

holiday pay, personal leave days, allowance for funeral, jury duty, or disability benefits provided for in ARTICLE III.

3. Hours worked on a holiday shall not be used in any calculation for premium pay for daily, weekly, or Saturday and Sunday overtime. In any case where the holiday falls on a weekend day, employees working on shifts will celebrate the holiday on the actual holiday rather than the closest weekday.

SECTION 8 - SHARING OF OVERTIME

A reasonable effort will be made by the Authority to divide the overtime work among those members of the bargaining unit performing a similar class of work as nearly equally as is possible in accordance with the availability of employees and the skill required, both consistent with the efficient operation of the sewage treatment plant and related facilities. The Union agrees that it will require its members, on the occasions that requests for overtime services are made, to promptly respond to the calls by the Authority for the performance of their duties at hours other than those regularly scheduled. This shall apply equally where an employee is required to work overtime immediately following a regularly scheduled shift. Temporary employees shall not receive any overtime.

SECTION 9 - PAYDAY

All employees will be paid every other Friday.

SECTION 10 – JOB DESCRIPTIONS

The parties have agreed on Job Descriptions for every bargaining unit position, and those Job Descriptions are incorporated as part of this Agreement.

ARTICLE III

SECTION 1 - HOLIDAYS

The following holidays will be observed for all regular employees to the extent permitted by work requirements:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Holiday pay is to be given only where an employee works on both the day before and the day following the holiday in question, unless such employee is scheduled off or on vacation.

Holidays occurring on a Saturday will be observed on Friday and holidays occurring on a Sunday shall be observed on Monday.

SECTION 2 - VACATIONS

During each calendar year, regular employees shall receive vacations with pay computed on the basis of a forty (40) hour week, not including shift differentials. Employees shall receive only the amount of vacation earned during the previous calendar year.

During the first calendar year of employment, beginning with the date of employment and ending on December 31 of that year, employees shall earn five-sixths (5/6) of one (1) work days' vacation for each month of employment. Vacation so earned during the first calendar year of employment may not be taken until after the first anniversary date of employment at the

Authority, and must be taken between the first anniversary day of employment and the last day of that calendar year.

From January 1 to December 31 of each calendar year, regular employees will be earning vacations for each subsequent calendar year. On every January 1, each employee shall be credited with the amount of vacation earned the previous calendar year. After the first calendar year of employment, vacations shall be earned as follows:

- a. Two (2) weeks vacation for each full calendar year employed.
- b. After five (5) years of continuous employment, three (3) weeks vacation for each full calendar year employed.
- c. After ten (10) years of continuous employment, four (4) weeks vacation for each full calendar year employed.
- d. After fifteen (15) years of continuous employment, five (5) weeks vacation
- e. After twenty (20) years of continuous employment, six (6) weeks vacation for each full calendar year employed.
- f. In determining the amount of vacation in those years in which an increase occurs, the amount from the previous year plus five-twelfths ($5/12$) of a day for each month worked after the employee's anniversary date rounded to the nearest whole day.

Vacations can be scheduled and taken for the week which includes New Year's Day, but no employee shall have more than two (2) consecutive weeks of vacation at any time.

Upon termination of employment, all employees shall be paid for any vacation earned during the previous calendar year of employment but not yet taken.

All vacation days earned the previous year must be taken during the calendar year immediately following and cannot be carried over to any subsequent year.

The Authority is willing to buy back up to one (1) week of vacation from any employee wishing to do so. The request must come from the employees when submitting their vacation dates for consideration. If by granting these requests the Authority feels that it may place a burden on the budget, it may either reduce the number of days granted or deny the requests altogether. If the Authority decides to purchase vacation, employees will receive the economic benefit of that decision by the end of January.

SECTION 3 - PERSONAL LEAVE DAYS

After the one hundred eighty (180) days probationary period provided for hereinabove, each regular employee of the Authority shall accumulate one (1) personal leave day for each three (3) months of employment, with a limit of four (4) days in any one (1) year. There shall be only one (1) personal leave day available in the final quarter of the year. Other personal leave days can be used at any time.

The personal leave days must be applied for at least forty-eight (48) hours prior to the day being requested as a personal leave day. In granting personal leave days, the Authority will take into consideration the day or days desired by the employee and the convenient and efficient operation of the Authority's facilities, as well as any related overtime costs.

SECTION 4 - JURY DUTY

Employees called for jury duty, upon presentation of proof of service of jury duty, shall be paid the difference between their regular daily wages and the amount actually received for jury duty service for days not worked at the Authority. Transportation allowance shall not be considered as part of the allowance for jury duty service.

SECTION 5 - LEAVE OF ABSENCE

Subject to the mutual consent of the Union and the Authority, an employee may be granted a leave of absence for good cause to be determined solely by the Authority for a period of up to ninety (90) days without prejudice to his seniority or other rights. All leaves of absence to be granted an employee shall not affect his right to continue to be a bona fide employee of the Authority. If said employee, during the period of leave of absence, either seeks or accepts employment with any other employer, he shall be deemed to have forfeited an abandoned his employment with the Authority.

SECTION 6 - SICKNESS, ACCIDENT AND LIFE INSURANCE BENEFITS

Each employee of the Authority shall be permitted a total of ten (10) days sick leave per year with pay. The employee shall have the right to carry over five (5) or fewer of any of those unused ten (10) sick days to the following year, but in no event shall an employee accumulate more than fifteen (15) unused paid sick days.

If an employee's absence from work due to sickness or injury is for one (1) day, the employee will be paid for that day's wages without a physician's excuse. If an employee's absence from work is for two (2) or more days, the employee will be paid for those days' wages, but only upon providing a physician's excuse after returning to work.

After any two (2) separate occasions of absence from work in any one (1) year, the employee shall not be entitled to paid sick leave for any additional sick days unless the employee is off sick for more than two (2) working days, in which event the employee shall be paid starting on the third (3rd) working day of absence, provided, however, that if the employee is

admitted to a hospital as a result of the sickness or injury, he/she shall be paid from the first (1st) working day of such absence.

In the event an employee sustains a second major illness during the year and has exhausted his/her ten (10) sick days, that employee shall be entitled to an additional five (5) days until the short-term disability insurance takes effect. Such short-term disability insurance shall take effect after the fifth (5th) working day of absence. Major illness is defined as that event which qualifies the employee for short-term disability insurance.

Short Term Disability shall be at the rate of seventy percent (70%) of weekly income with a maximum rate of Six Hundred and 00/100 (\$600.00) Dollars per week and Long Term Disability shall be at the rate of sixty-six and 7/10 percent (66.7%) of weekly income with a maximum of Three Thousand Five Hundred and 00/100 (\$3,500.00) Dollars per month as stated in the Disability Booklet.

The plans of group life insurance, accidental death and dismemberment insurance, weekly accident and sickness benefits, hospital, medical, surgical, eye care and dental benefits are described in detail in booklets given or to be given to each employee, which booklets describe in detail the benefits to which the employees are entitled. For the period commencing January 1, 2015 through December 2015, employees shall not pay any premium amounts or premium share amounts towards their hospital/medical/eye care/dental benefits, but their co-pay amounts towards hospital/medical/eye care/dental visits and prescriptions shall increase by five (\$5) dollars in each category

The employee death benefit under the term group life insurance shall be Forty-Three Thousand and 00/100 (\$43,000.00) Dollars.

The premiums for these programs, except as otherwise provided for herein, shall be paid by the Authority. The Authority shall have the flexibility to change health insurance plans for the purpose of saving on premiums, provided that the level of benefits provided through the new plan is substantially equivalent to the level of benefits provided under the plan in effect in January 2014, and provided that the Union will be entitled to have input into the process of changing plans.

The Authority will permit employees to opt out of health insurance coverage. Each year prior to the renewal date of the health insurance coverage the Authority will offer employees by seniority the opportunity to opt out of this coverage for the following calendar year. In order to be eligible for the opt-out, the employee must give proof of alternate health insurance coverage. The maximum number of employees who may opt out at any time shall be determined by the health insurance carrier. The rate of opt-out will be 50% of the monthly premium in effect at the time of the opt-out times twelve months. The coverage level will be the level in effect for that employee at the time of opting out.

The Authority shall purchase hospitalization insurance coverage and pay the premium cost at any one time for each and every retired employee between the age of sixty-two (62) years and sixty-five (65) years, subject to the same deductibles that apply for regular employees.

On the first anniversary of retirement, the employee shall receive a one (1) time lump sum cash payment of \$3,000.00 (subject to all tax deductions) in lieu of receiving any paid up life insurance policy.

SECTION 7 - PENSION

All employees covered by this Agreement shall be participants in the Authority's pension plan which is described in detail in booklets given to each employee and which will now provide

an additional pension payment of two (2%) percent for each year of service over twenty (20) years up to thirty-five (35) years of service.

In the event that the Authority's required annual MMO for the Pension Plan exceeds \$65,000, each employee's required contribution shall increase by one-quarter (.0025) percent, from 2.5% to 2.75%. In the event that the Authority's required annual MMO for the Pension Plan exceeds \$90,000, each employee's required contribution shall increase by an additional one-quarter (.0025) percent, from 2.75 % to 3.0 %. In addition, the Accrued Benefit Adjustment will be removed from the benefit formula when calculating pension benefits.

In the first year of the agreement, the employee's share of contributions to the pension plan shall be increased by one half percent ($\frac{1}{2}$ %) of wages eligible for pension calculation to 3.5%.

In the second year of the agreement, the employee's share of contributions to the pension plan shall be increased by an additional one half percent ($\frac{1}{2}$ %) of wages eligible for pension calculation to 4.0%.

The parties agree to remove the Late Retirement date and Late Retirement provisions of the current Agreement and the current Pension Plan of the MACM. The necessary amendments shall be made to the Plan to account for this change.

SECTION 8 - EDUCATION

The Authority will bear the expense of all education courses at accredited institutions dealing with waste water treatment, where the employee, taking such course or courses, attains a grade level performance of at least a "C", or the equivalent thereof.

Any educational benefits under this SECTION will be granted upon prior approval of the Board of the Authority after recommendation of the executive director.

SECTION 9 - FUNERAL LEAVE

In case of the death of a spouse, parent, child, brother, sister, father-in-law, or mother-in-law or grandparent of an employee, three (3) days funeral leave shall be granted with pay. In case of the death of a brother-in-law, sister-in-law or a grandchild, one (1) day funeral leave shall be granted with pay.

ARTICLE IV

SECTION 1 - SENIORITY

Seniority is the status secured by continuous service with the Authority, and where appropriate, within a job classification to which certain rights, as defined herein, accrue to a regular full-time employee.

It is agreed between the parties that seniority rights shall not apply until after one hundred eighty (180) days continuous employment and/or at the date the employee becomes permanent should the probation period have been extended, at which time seniority rights shall revert to and be considered to have been in full force and effect from the beginning of continuous employment.

In all cases of layoff and recall, the Authority agrees to let seniority control. In all cases of transfer and leave of absence, the authority agrees to take into consideration the employee's qualifications and seniority.

It is agreed that the Operators shall be recognized as part of the bargaining unit. The seniority of these Operators shall date back to the earliest date of continuous employment with the Authority.

Regarding the filling of Operator and Maintenance Mechanic positions, the Authority shall fill any vacant position based on the procedure for other bargaining unit positions, except that the Authority shall fill the positions based on skills, abilities and qualifications with due consideration of each applicant's seniority. If two applicants have relatively equal qualifications, then seniority shall prevail. The Union has the burden of proof in any grievance brought under this section, including the issue of whether the Authority's determination of skills, abilities and qualifications was in error.

In regards to other vacancies posted pursuant to SECTION 3 of this ARTICLE, seniority shall prevail. Upon promotion, the successful bidder shall begin a ninety (90) day probationary period. However, Authority management may cut the probationary period short if, in the opinion of Authority management, it has become clear that the employee is not qualified for the position and/or cannot perform the duties of the position in a manner which is safe to himself, others, and/or members of the public. A decision by management that a promoted employee has not successfully completed his probationary period is subject to the grievance arbitration procedure. Such a decision must be sustained, by a grievance arbitrator, unless it is shown that the decision of management was arbitrary or capricious. In the event that a promoted employee does not succeed in his probationary period, he shall return to the job from which he was promoted, with no loss of seniority on that job and the Authority shall re-bid the vacancy. A decision by the Authority that there are no qualified bidders for a job is subject to challenge in the grievance procedure. Again, this determination by management must be sustained unless it is shown that this management conclusion was arbitrary and capricious. It is agreed that there shall be no wage adjustment during this promotion probationary period.

An employee who is awarded the bid on a job will not be eligible to bid on other jobs for a period of twelve (12) months from the date of the award. This bidding restriction will not apply when an employee is bidding to a higher level position within his/her department (i.e. Plant Operations or Collection System).

It is further agreed between the parties that an employee shall lose his seniority, for all purposes, upon any of the following:

1. Retirement, other voluntary termination, or permanent and total disability.
2. Discharge for cause.
3. When an employee is either absent for seven (7) consecutive working days without notifying the Authority, or fails to give satisfactory reason for such failure to notify the Authority.
4. When an employee fails to report to work at the Authority when due to return to work from a leave of absence, or fails to notify the Authority of his work availability within seven (7) days of a receipt of a recall notice, or fails to give satisfactory reason for such failure to notify the Authority.

SECTION 2 - SERVICE IN ARMED FORCES

Any employee entering military or naval service during wartime or during peacetime, involuntarily, or while subject to being drafted, shall accumulate seniority during such period of service and, at the end of his military or naval service, the employee will be reinstated to his former position or to an equivalent position, unless the Authority's circumstances have so changed as to make it impossible to do so and provided the employee:

1. Has received a certificate to the effect that he has completed the period of service required;

2. Is still qualified to perform the duties of his former position;
3. Has been honorably discharged;
4. Makes application for re-employment within thirty (30) days after he is relieved from such service.

SECTION 3 - POSTING JOB VACANCIES

Whenever a vacancy occurs in any classification other than laborer, the fact of such vacancy and the intention of the Authority to fill same shall be posted upon the bulletin board, in the check-in-office at the Sewage Treatment Plant, for a period of five (5) days prior to the filling of such position.

ARTICLE V

SECTION 1 - SAFETY

The Union and the Authority agree that their officers and members will comply with the Authority's rules and regulations relating to safety, economy, continuity of service, and efficiency in service to the public.

When employees are required to work within the traveled cartway of a street, the Authority will provide sufficient barricades and warning signs to protect the workmen. Where physically practicable, the Authority will furnish a ladder for entry to Authority structures five (5) feet or more deep. The Authority will furnish, and keep in good condition and repair, all trucks used to haul employees to and from work. Boots will be individually furnished to employees required to wear boots, and gloves will be furnished. The Authority will reimburse each employee Fifty (50%) percent of the total cost of safety shoes to a maximum of fifty dollars (\$50.00) per year, based on the employee providing appropriate documentation of the purchase.

SECTION 2 - MEALS FURNISHED

The Authority agrees that, when an employee remains at work for four (4) hours or more after completion of his regular day, he shall be furnished meals at the following intervals:

One (1) meal at the end of the first four (4) hours;

One (1) meal at the end of each four (4) hour interval thereafter during such overtime work.

If meals are not provided in accordance with the above schedules, the employees shall receive, in lieu thereof, \$3.75 for each meal not furnished. When employees are notified to bring a lunch and report to work, at a specified time outside of regularly scheduled hours, no meals will be given to such employees working less than twelve (12) hours. If working conditions require that meals be eaten on the job, the employee's time continues but, if he leaves the job to obtain a meal, the time stops during that period.

ARTICLE VI

SECTION 1- RESIDENCY POLICY

It is the policy of the Authority that if qualified job applicants are available that have City residency, these applicants will be given priority in employment to fill positions of the Authority. If a qualified City resident is not available to fill a position, applicants with residence within the service area of the Authority would be considered prior to other applicants from outside the service area.

Effective December 14, 2005 the employee hired with City Residency, or hired with a condition of obtaining residency, shall maintain a residence within the City limits of the City of McKeesport at all times during his/her term of employment with the Authority. It is also the

policy of the Authority that any employee losing City residence shall be in violation of this policy and employment shall be terminated.

ARTICLE VII

SECTION 1- SUCCESSORS

In the event of any sale, transfer, or lease of the operations and maintenance of the McKeesport Municipal Authority during the term of this Agreement, including the whole or any portion or part thereof, which is under contract with Local 433, such sale, transfer, or lease agreement shall be specifically conditioned upon the purchaser, transferee, or lessee offering any employment opportunities for the work sold, transferred, or leased first to those employees in the bargaining unit represented by Local 433 who are affected by such sale, transfer, or lease. Such sale, transfer, or lease agreement shall also be conditioned upon the purchaser, transferee, or lessee recognizing the McKeesport Municipal Authority seniority of those employees accepting employment with the purchaser, transferee, or lessee and conditioned upon the purchaser, transferee, or lessee's prior written agreement to honor this Agreement for the remainder of its term with reference to the transferred portion of the McKeesport Municipal Authority operations and maintenance. The Union shall be given at least sixty (60) days' notice that such operations are being transferred to a particular party.

SECTION 2- SEPARABILITY AND SAVINGS CLAUSE

If any ARTICLE or SECTION of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any ARTICLE or SECTION should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such ARTICLE or SECTION that has been held invalid or enforcement of or compliance with has been restricted as set forth above.

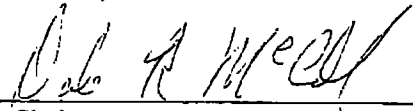
SECTION 3. EFFECTIVE DATES

This Agreement goes into effect the 1st day of January, 2014, and shall continue in force and effect until December 31, 2015.

THIS AGREEMENT has been entered into by the parties hereto, intending to be legally bound hereby, for the period from January 1, 2014, and ending at midnight December 31, 2015.

ATTEST:

THE MUNICIPAL AUTHORITY OF THE
CITY OF McKEESPORT, COUNTY OF
ALLEGHENY, PENNSYLVANIA

By: 
Chairman

ATTEST:

THE UTILITIES WORKERS UNION OF
AMERICA, AFL-CIO

By: _____
Regional Director

By: _____
President, Local 433, UWUA
of America, AFL-CIO

By: _____
Member, Union Negotiating
Committee

APPENDIX A

UWUA LOCAL 433 and MACM SIDE LETTER FOR INCUMBENT OPERATORS, COMPENSATORY TIME AND REVISIONS FOR EMPLOYEES HIRED AFTER MAY 1, 2004 ONLY

INCUMBENT OPERATORS

Effective January 1, 2014, any incumbent Operator or Outside Operator who holds a valid wastewater certificate, which will permit the employee to make and implement process control decisions under the Pennsylvania DEP guidelines as of that date will be required to maintain the certificate as long as the employee remains in the position.

For the duration of the contract, the bargaining unit employees holding waste water certificates will agree to volunteer on a monthly basis (to be rotated by seniority) to be available on call for process control decisions on any turn where there is no licensed operator on the property at the time.

COMPENSATORY TIME

- For hours in excess of 40 hours/week or eight hours/day
- Only for time attending mandatory meetings or training
- Earned at the discretion of management
- Earned at one and one-half times the hours worked
- Cannot trigger an overtime event
- Can only accumulate to 16 hours
- Must be used in increments of four hours or more, if accumulated
- Must be used by December 15th
- Paid at the rate it was earned if not used by December 15th
- Use must be requested 48 hours in advance

OTHER REVISIONS FOR EMPLOYEES HIRED AFTER JANUARY 1, 2014 ONLY

- Employees hired after January 1, 2014, will only be eligible for retiree health insurance benefits at the rate of two months of coverage per one year of service.

COPY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT - PART I

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

SEWAGE PERMIT NO. PA 0028401

In compliance with the provisions of the Clean Water Act, 33 U.S.C. 1251 et. seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et. seq.,

Dravosburg Sanitary Authority
P.O. Box 240
Dravosburg, Pennsylvania 15034

is hereby authorized to discharge from a facility located in
Dravosburg Sewage Treatment Plant
Dravosburg Borough
Allegheny County

to the receiving waters named

Monongahela River

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

This permit shall become effective on NOV 26 1980.

NOV 26 1985 This permit and the authorization to discharge shall expire at midnight

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the standard or special conditions, the standard or special conditions shall apply.
2. Failure to comply with the rules and regulations of the Department or with the terms or conditions of this permit shall void the authority to discharge given to the permittee by this permit.
3. It is required by law that this permit, before becoming operative, shall be recorded in the Office of the Recorder of Deeds for the county wherein the outlet of said sewer system is located.

PERMIT ISSUED
DATE NOV 26 1980

BY Stephen F. Pedersen
TITLE Regional Water Quality Manager

Pittsburgh Regional Office

Date Prepared

[]

BUREAU OF WATER QUALITY MANAGEMENT
SEWERAGE PERMIT NO. PA. 0028401
PART A

:WOL 6328 (M&E) 875

1. Final Interim

Effluent Limitations and Monitoring Requirements for Discharge 001, To Monongahela River
Located at Latitude 40° 20' 30", Longitude 79° 53' 00"

- A. During the Period beginning effective date and lasting through expiration date the Permittee is authorized to discharge.
B. Average daily flow of effluent discharged from the waste water treatment facility shall not exceed 0.48 million gallons per day (mgd) or 1816.8 cubic meters per day.
C. The quality of effluent shall be limited at all times as specified in Management Requirement "P" and as follows:

EFFLUENT PARAMETERS (1)	DISCHARGE LIMITATIONS									MONITORING REQUIREMENTS (4)	
	EFFLUENT LOADINGS						EFFLUENT CONCENTRATIONS			MEASUREMENT FREQUENCY	SAMPLE TYPE
	MONTHLY AVERAGE		WEEKLY AVERAGE		DAILY MAXIMUM		MONTHLY AVERAGE	WEEKLY AVERAGE	INSTAN- TANEOUS MAXIMUM		
	Kg/Day	Lb/Day	Kg/Day	Lb/Day	Kg/Day	Lb/Day				SPECIFY UNITS	
BOD-5 Day (2)	NA	120	NA	180	NA	NA	30 mg/l	45 mg/l	60 mg/l	1/week	8 hr. comp.
Suspended Solids	NA	120	NA	180	NA	NA	30 mg/l	45 mg/l	60 mg/l	1/week	8 hr. comp.
NH ₃ -N (6-1 to 10-31)											
NH ₃ -N (11-1 to 5-31)											
Phosphorus as "P"											
D.O. (Minimum)	N/A										
Fecal Coliform							See Footnote (3)			1/week	grab
pH	Within Limits of <u>6.0</u> to <u>9.0</u>						Standard Units at all times.			1/week	grab
Flow (mgd)	NA	NA	NA	NA	NA	NA	NA	NA	NA	continuous	recorded

(1) For substances not specifically limited in the permit, the permittee is limited to the amount of substances reported in the NPDES application. The permittee is not authorized to discharge any substances in excess of that reported in the NPDES application.

Overflows on Systems with Combined Sewers

Point Source 002 (listed below) serves as a combined sewer relief necessitated by stormwater entering the sewer system and exceeding the hydraulic capacity of the sewers and/or the treatment plant and is permitted to discharge only for such reason. There are at this time no specific effluent limitations on this discharge. Each discharge shall be monitored for cause, frequency, duration, and quantity of flow. This data to be reported monthly as an attachment to the Discharge Monitoring Report Form T-40.

<u>Point Source</u>	<u>Name</u>	<u>Location Latitude/Longitude</u>	<u>Receiving Stream</u>
002	McClure Ave.	40° 16'/79° 53'	Monongahela River

FOOTNOTES (Continued)

- (2) Other measurements of oxygen demand can be substituted for Biochemical Oxygen Demand (BOD) where the permittee can demonstrate long-term correlation of the method with BOD values. Substitution of such measurements must receive prior approval of the permitting authority.
- (3) Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform organisms as a geometric average value, nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.
- (4) Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 001

D. Definitions

- (1) Average Daily Flow - The arithmetic mean of daily flow measurements taken over a period of 30 consecutive days.
- (2) The "monthly average" effluent loading means the total discharge by weight during a calendar month divided by the number of days in the month that the facility was operating. Where less than daily sampling is required by this permit, the monthly average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
- (3) The "weekly average" effluent loading means the total discharge by weight during a calendar week divided by the number of days in the week that the facility was operating. Where less than daily sampling is required by this permit, the weekly average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.
- (4) The "daily maximum" effluent loading means the total discharge by weight during any calendar day.

- (5) The "monthly average" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar month. When grab samples are used, the daily determination of concentration shall be the arithmetic average of all the samples collected during that calendar day.
- (6) The "weekly average" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar week. When grab samples are used, the weekly determination of concentration shall be the arithmetic average of all the samples collected during that calendar week.
- (7) The "instantaneous maximum" concentration means the concentration not to be exceeded at any time in any grab sample.
- (8) Composite Sample - A combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.
- (9) Grab Sample - An individual sample collected in less than 15 minutes.
- (10) "Measured Flow" - Any method of liquid volume measurement the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- (11) Estimate - To be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

E. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- (1) The exact place, date, and time of sampling.
- (2) The dates the analyses were performed.
- (3) The person(s) who performed the analyses.
- (4) The analytical techniques or methods used.
- (5) The results of all required analyses.

FOOTNOTES (Continued)

- (2) Other measurements of oxygen demand can be substituted for Biochemical Oxygen Demand (BOD) where the permittee can demonstrate long-term correlation of the method with BOD values. Substitution of such measurements must receive prior approval of the permitting authority.
- (3) Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform organisms as a geometric average value, nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.
- (4) Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Outfall 001

D. Definitions

- (1) Average Daily Flow - The arithmetic mean of daily flow measurements taken over a period of 30 consecutive days.
- (2) The "monthly average" effluent loading means the total discharge by weight during a calendar month divided by the number of days in the month that the facility was operating. Where less than daily sampling is required by this permit, the monthly average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
- (3) The "weekly average" effluent loading means the total discharge by weight during a calendar week divided by the number of days in the week that the facility was operating. Where less than daily sampling is required by this permit, the weekly average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.
- (4) The "daily maximum" effluent loading means the total discharge by weight during any calendar day.

PART A

2. MONITORING AND REPORTING

A. Sampling and Analysis Methods

Test procedures for analysis of pollutants shall conform to regulations published pursuant to Section 304(h) of the Act under which such procedures may be required. These regulations are codified at 40 CFR Part 136.

B. Self-Monitoring and Reporting Requirements

The permittee shall effectively monitor the operation and efficiency of all treatment and control facilities and the quantity and quality of the discharge. Monitoring data required by this permit shall be summarized on an average monthly basis. Reports of these monthly values are to be submitted monthly, using a Discharge Monitoring Report Form (EPA Form T-40) within 28 days after the end of each reporting period. The first monthly report will be submitted within 60 days from the first day the facility starts operating unless specified otherwise. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced. (In cases where there is no treatment plant at this time but monitoring is required, such designation is not needed and the report may be signed by the permittee). The Discharge Monitoring Report Form must be sent to the offices of the state water pollution control agency and the Regional Administrator at the following addresses:

Allegheny County Health Dept.	Pennsylvania Section 3EN22
Frank B. Clack Health Center	Enforcement Division
Water Pollution Control	U.S. Environmental Protection
Program	Agency
Building #5	Region III
40th Street & Penn Avenue	6th and Walnut Streets
Pittsburgh, PA 15224	Philadelphia, Pa. 19106

C. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. T-40). Such increased frequency shall also be indicated.

D. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation, shall be retained for a minimum of three (3) years, or longer if requested by the Department or the EPA Regional Administrator.

D. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation, shall be retained for a minimum of three (3) years, or longer if requested by the Department or the EPA Regional Administrator.



PART B

MANAGEMENT REQUIREMENTS

A. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant more frequently than, or at a level in excess of, that identified and authorized by this permit shall constitute a violation of the terms and conditions of this permit. Such a violation may result in the imposition of civil and/or criminal penalties as provided for in Section 309 of the Act and the Clean Streams Law. Facility modifications, additions, and/or expansions that increase the plant capacity must be reported to the permitting authority and this permit then modified or re-issued to reflect such changes. Any anticipated change in the facility discharge, including any new significant industrial discharge or significant changes in the quantity or quality of existing industrial discharges to the treatment system that will result in new or increased discharges of pollutants must be reported to the permitting authority. Modifications to the permit may then be made to reflect any necessary changes in permit conditions, including any necessary effluent limitations for any pollutants, not identified and limited herein. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violation of the effluent limitations specified herein.

B. Permit Modification

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

1. Violation of any terms or conditions of this permit.
2. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.
3. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
4. Information newly acquired by the Department or EPA.
5. A change in applicable water quality standards or treatment requirements.

C. Toxic Pollutants

Notwithstanding Item B above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for toxic pollutant which is present in the discharge authorized herein and such standard or prohibition is more stringent than any limitation upon such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee shall be so notified.

D. Right of Entry

The permittee shall allow the head of the Department, the agency, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

1. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.
2. To have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit.
3. To inspect at reasonable times any monitoring equipment or monitoring method required in this permit.
4. To sample at reasonable times any discharge of pollutants.

E. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property, invasion of personal rights, or any infringement of Federal, State, or local laws or regulations, nor does it authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

F. Availability of Reports

Except for data determined to be confidential under 25 Pa. Code Section 92.63 and 40 CFR Part II Subpart B, all required reports shall be available for public inspection at the offices of the state water pollution control agency and the Regional Administrator. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act and applicable State Law.

G. Facility Operation and Quality Control

All waste collection, control, treatment and disposal facilities shall be operated in a manner consistent with the following:

1. At all times, all facilities shall be operated as efficiently as possible in a manner which will minimize upsets and discharges of excessive pollutants.
2. The permittee shall provide an adequate operating staff which is duly qualified to carry out the operation, maintenance and testing functions required to insure compliance with the conditions of this permit.
3. Maintenance of treatment facilities that results in degradation of effluent quality shall be scheduled during non-critical water quality periods and shall be carried out in a manner approved by the permitting authority.

D. Right of Entry

The permittee shall allow the head of the Department, the agency, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

1. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.
2. To have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit.
3. To inspect at reasonable times any monitoring equipment or monitoring method required in this permit.
4. To sample at reasonable times any discharge of pollutants.

E. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property, invasion of personal rights, or any infringement of Federal, State, or local laws or regulations, nor does it authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

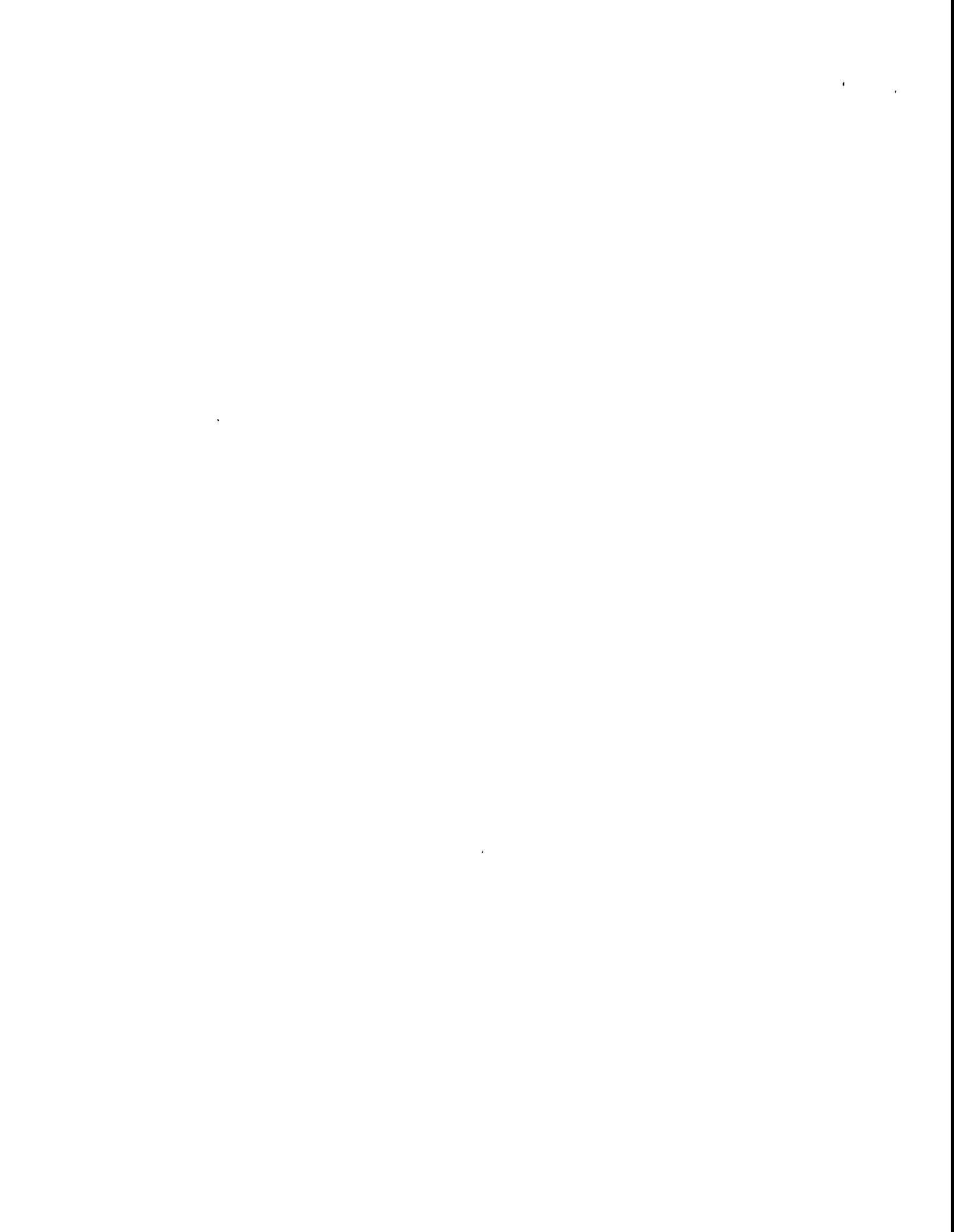
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H. Bypassing

The diversion or bypass of any inadequately treated discharge by the permittee is prohibited, except: (1) where unavoidable to prevent personal injury, loss of life or severe property damage; or, (2) where there are no other alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime, and (3) where the permittee promptly but in no event later than 24 hours after the permittee learns of the bypass, submits notice of the bypass or an anticipated need for bypass to the Department and the Enforcement Division Director. The permittee shall supply as a minimum the information requested in MANAGEMENT REQUIREMENT(i).

I. Noncompliance Notification

If for any reason the permittee does not comply with or will be unable to comply with any effluent limitation specified in this permit, or should any unusual or extraordinary discharge of wastes occur from the facilities herein permitted, the permittee shall immediately notify the permit issuing authority or his designee by telephone at (412) 578-8040 and provide the permit issuing authority with the following information in writing within five days of such notification.

1. A description of the noncomplying discharge, including its location, nature, cause, duration, quantity of flow, and impact upon the receiving waters.
2. Cause of noncompliance.
3. Anticipated time the condition of noncompliance is expected to continue or if such condition has been corrected, the duration of the period of noncompliance.
4. Steps taken by the permittee to reduce and eliminate the noncomplying discharge.
5. Steps to be taken by the permittee to prevent recurrence of the condition of noncompliance.

J. Adverse Impact

Permittee shall take all reasonable steps to minimize any adverse impact to navigable waters resulting from noncompliance with any effluent limitation specified in this permit. The permittee should also provide accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

K. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

L. Solids Disposal

Collected screenings, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those waters (or runoff from the wastes) into navigable waters or their tributaries.

M. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

N. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Department and the EPA Regional Administrator.

O. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

P. Minimum Treatment

In no case shall the arithmetic means of the effluent values of the biochemical oxygen demand (five day) and suspended solids discharged during a period of 30 consecutive days exceed 15 percent of respective arithmetic means of the influent values for those parameters during the same time period, except as specifically authorized by the permitting authority.

Q. Flow Limitation

When the effluent discharged for a period of 90 consecutive days exceeds 80 percent of the permitted flow limitation, the permittee shall submit to the permitting authority an analysis of projected loadings and a program for maintaining satisfactory treatment levels consistent with approved water quality management plans.

R. Other Laws

Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating sewerage discharge and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

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PART C

OTHER REQUIREMENTS

- a. Effective disinfection - Footnote (3) found on Page 4 is required during the swimming season (May 1 through September 30); for the remainder of the year, the fecal coliform level shall not exceed a geometric mean of 2000 per 100 milliliters (ml) based on five consecutive samples collected on different days.

- b. Effluent limitations, monitoring requirements, and other standard and special conditions which relate to the discharge of pollutants authorized by this permit and which are contained in Water Quality Management Permit

No. 6220 issued March 25, 1942

No. 461S25-T-1 issued March 31, 1964

are superseded by the terms and conditions of this permit, unless specifically noted otherwise herein.

Dravosburg Sanitary Authority
Dravosburg Sewage Treatment Plant
Dravosburg Borough
Allegheny County

STATE OF PENNSYLVANIA

> SS Stephen F. Pedersen

COUNTY OF

On the 26th day of November in the
year one thousand nine hundred and eighty before
me, the Subscriber, a Notary Public, came the above named

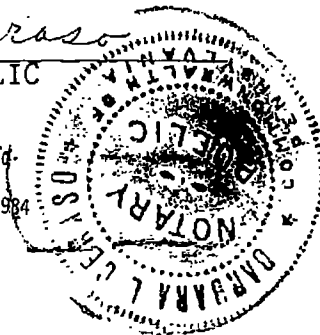
Stephen F. Pedersen

and duly acknowledged the foregoing permit to be his act and
deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year
aforesaid.

Barbara L. Ceraso
NOTARY PUBLIC

BARBARA L. CERASO, Notary Public
Pittsburgh, Allegheny Co., PA
My Commission Expires February 3, 1984



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT PROGRAM

**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

NPDES PERMIT NO. PA0026981

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq.,

Sanitary Authority of Duquesne
12 South Second Street
Duquesne, PA 15110

is authorized to discharge from a facility located at

City of Duquesne Sewage Treatment Plant
City of Duquesne
Allegheny County

to receiving waters named Thompson Run

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

THIS PERMIT SHALL EXPIRE AT MIDNIGHT, SEP - 5 2008.

The authority granted by this permit is subject to the following further qualifications:

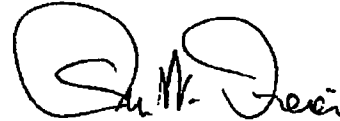
1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal.
3. Complete application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the expiration date (unless permission has been granted by the Department for submission at a later date), using the appropriate NPDES permit application form.

In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports, will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED SEP -5 2003

ISSUED BY



DATE EFFECTIVE OCT -1 2003

Tim V. Dreier, P.E.
Water Management Program Manager

PERMITTEE NAME ADDRESS (Include Facility Name / Location)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGE MONITORING REPORT (DMR)

NAME: Sanitary Authority of Duquesne
 ADDRESS: 12 Second Street
 Duquesne, PA 15110
 FACILITY: City of Duquesne Sewage Treatment Plant
 LOCATION: City of Duquesne, Allegheny County

(2-16)			(17-19)				
PA0026981			001				
PERMIT NUMBER			DISCHARGE NUMBER				
MONITORING PERIOD							
FROM	YEAR	MO	DAY	TO	YEAR	MO	DAY
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form

Parameter (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) (54-61)			(4 Card Only) QUALITY OR CONCENTRATION (38-45) (46-53) (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	INST. MAX.			
Flow	Sample Measurement			MGD	*	*	*			
	Permit Requirement	MONITOR AND REPORT			*	*	*	*	CONTIN	RECORDED
CBOD-5	Sample Measurement	*	*	LB/DY	*					
	Permit Requirement	417	626		*	25	37.5	MG/L	*	2/WEEK
Suspended Solids	Sample Measurement	*	*	LB/DY	*					
	Permit Requirement	500	751		*	30	45	MG/L	*	2/WEEK
Fecal Coliform May 1 to Sep 30 Oct 1 to Apr 30	Sample Measurement	*	*	*	*					
	Permit Requirement	*	*		*	200 30,000	1000	#/100ML	*	2/WEEK
pH	Sample Measurement	*	*	*						
	Permit Requirement	*	*		*	6.0	9.0	S.U.	*	2/WEEK
Total Residual Chlorine	Sample Measurement	*	*	*	*					
	Permit Requirement	*	*		*	1.0	*	MG/L	*	30/MONTH
	Sample Measurement	*	*	*	*					
	Permit Requirement	*	*		*	*	*	MG/L	*	*

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION. INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 U.S.C. §1001 AND 33 U.S.C. §1319. (Penalties under these statutes may includes fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years)	TELEPHONE	DATE	
				SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALL 001 WHICH RECEIVES WASTE FROM:
the sewage treatment plant

at Latitude 40° 22' 45" Longitude 79° 51' 02" Stream Code 37449 River Mile Index (RMI) 0.23



- a. The permittee is authorized to discharge during the period from effective date through expiration date.
- b. Based on the production data and/or anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply. Total (dissolved plus suspended fraction) is implied for each parameter unless otherwise indicated.

Discharge Parameter	DISCHARGE LIMITATIONS (gross unless otherwise indicated)							MONITORING REQUIREMENTS	
	Mass Units (lbs/day except flow)			Concentrations (mg/l unless otherwise indicated)				Measurement Frequency	Sample Type
	Average Monthly	Average Weekly	Max. Daily	Average Monthly	Average Weekly	Max. Daily	Instant. Max.		
Flow (mgd)	Monitor and Report							continuous	recorded
CBOD-5 Day	417	626		25	37.5		50	2/week	8-hour composite
Suspended Solids	500	751		30	45		60	2/week	8-hour composite
Total Residual Chlorine				1.0			3.3	30/month	grab
% Removal (BOD-5 Day & SS)	refer to Part C								
Fecal Coliform Organisms	refer to Part C for effective disinfection							2/week	grab
pH	not less than 6.0 nor greater than 9.0 standard units							2/week	grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: at the outfall pipe

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALLS 002 THROUGH 005 WHICH RECEIVE WASTE FROM:
combined sewer overflows, CSO

- a. The permittee is authorized to discharge during the period from effective date through expiration date.
- b. The outfalls listed below serve as combined sewer overflows necessitated by storm water entering the sewer system and exceeding the hydraulic capacity of the sewers and/or the treatment plant and are permitted to discharge only for such reason. There are at this time no specific effluent limitations on the outfalls. Each discharge shall be monitored for cause, frequency, duration, and quantity of flow. The data must be reported monthly as an attachment to the discharge monitoring report (DMR). Refer also to Part C - Other Requirements for Combined Sewer Overflows.

Outfall	Name	Receiving Stream	Latitude/Longitude
002	Wylie Avenue	Monongahela River	40°22'15" / 79°50'18"
003	Hamilton Avenue	Monongahela River	40°22'41" / 79°50'33"
004	Overland Avenue	Thompson Run	40°22'32" / 79°51'22" 
005	Clark Street	Thompson Run	40°22'45" / 79°51'02" 

Please refer to Part C Special Condition No. 8.

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR STORM WATER OUTFALL: SW-1

- a. The permittee is authorized to discharge during the period from effective date through expiration date.
- b. The outfalls listed below are permitted to discharge uncontaminated storm water runoff from areas in and around the treatment plant. Refer to Part C - Requirements Applicable to Storm Water Outfalls.

<u>Outfall</u>	<u>Name</u>	<u>Receiving Stream/Code/RMI</u>	<u>Latitude/Longitude</u>
SW-1	Storm Water	Thompson Run / 37449 / 0.23	40° 22' 44" / 79° 51' 02"

2. DEFINITIONS

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- c. "Daily discharge" means the "discharge of a pollutant" measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.
- d. "Average" refers to the use of an arithmetic mean, unless otherwise specified in this permit.
- e. "Geometric average (mean)" means the average of a set of n sample results given by the n^{th} root of their product.
- f. "Average monthly discharge limitation" means the highest allowable average of "daily discharge" over a calendar month, calculated as the sum of all "daily discharge" measured during a calendar month divided by the number of "daily discharge" measured during that month.
- g. "Average weekly discharge limitation" means the highest allowable average of "daily discharge" over a calendar week, calculated as the sum of all "daily discharge" measured during a calendar week divided by the number of "daily discharge" measured during that week.
- h. "Maximum daily discharge limitation" means the highest allowable "daily discharge."
- i. "Maximum any time" (or instantaneous maximum) means the concentration not to be exceeded at any time in any grab sample.
- j. "Composite sample" (for all except GC/MS volatile organic analysis) means a combination of at least 8 individual samples of at least 100 milliliters collected manually or automatically at periodic intervals during the operating hours of a facility over a 24 hour period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite.

"Composite sample for GC/MS volatile organic analysis" consists of at least four (rather than eight) aliquots or grab samples collected during actual hours of discharge over a 24 hour period and need not be flow proportioned. The four samples are composited in the laboratory immediately before analysis, and only one analysis performed.

The maximum time period between individual samples used for any "composite sample" shall not exceed two hours, except that for wastes of a uniform nature the samples may be collected on a frequency of at least twice per working shift and shall be equally spaced over a 24-hour period (or over the operating day if flows are of a shorter duration).

- k. "Grab sample" means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not to exceed 15 minutes.
- l. "i-s" means immersion stabilization - in which a calibrated device is immersed in the wastewater until the reading is stabilized.
- m. "Daily average temperature" means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.
- n. "Measured flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- o. "At outfall XXX" means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line XXX, or where otherwise specified.
- p. "Estimated flow" means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.
- q. "Non-contact cooling water" means water used to reduce temperature which does not come in direct contact with any raw material, intermediate product, waste product (other than heat), or finished product.

Such water may on occasion, as a result of corrosion, cooling system leakage or similar cooling system failures contain small amounts of process chemicals: provided, that all reasonable measures have been taken to prevent, reduce, eliminate and control to the maximum extent feasible such contamination: and provided further, that all reasonable measures have been taken that will mitigate the effects of such contamination once it has occurred.

- r. "Toxic pollutant" means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will, on the basis of information available to the Administrator of the United States Environmental Protection Agency, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in such organisms or their offspring.
- s. "Hazardous substance" means any substance designated under Title 40 Code of Federal Regulations Part 116 (40 CFR 116) pursuant to Section 311 of the Clean Water Act.
- t. "Publicly Owned Treatment Works" or "POTW" means a facility as defined by Section 212 of the Clean Water Act which is owned by a State or Municipality, as defined by Section 502(4) of the Clean Water Act, including any sewers that convey wastewater to such a treatment works, but not including pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the Clean Water Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

- u. "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
- v. "Total Dissolved Solids" means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR 136.
- w. "Storm water associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas as defined at 40 CFR 122.26(b)(14).
- x. "Storm water" means storm water runoff, snow melt runoff, and surface runoff and drainage.
- y. "Best Management Practices ("BMPs")" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of "Waters of the United States". BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3. SELF-MONITORING, REPORTING, AND RECORDS KEEPING

a. Representative Sampling

- (1) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (2) Records Retention

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years from the date of the sample measurement, report, or application. The three year period shall be extended as requested by the Department or the EPA Regional Administrator.

(3) Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- (i) The exact place, date, and time of sampling or measurements;
- (ii) The person(s) who performed the sampling or measurements;
- (iii) The date(s) the analyses were performed;
- (iv) The person(s) who performed the analyses;

- (v) The analytical techniques or methods used; and the associated detection level; and
- (vi) The results of such analyses.

(4) Test Procedures

Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those contained in 40 CFR 136 (or in the case of sludge use or disposal, approved under 40 CFR 136 unless otherwise specified in 40 CFR 503), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in the permit.

(5) Quality Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

- (a) Permittee or its designated laboratory shall participate in the periodic scheduled quality assurance inspections conducted by the Department and EPA.
- (b) The permittee or its designated laboratory shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit in accordance with 40 CFR 136, Appendix A

b. Reporting of Monitoring Results

- (1) The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit.
- (2) Unless instructed otherwise in Part C of this permit, monitoring results obtained each month shall be summarized for that month and reported on a Discharge Monitoring Report (DMR).
- (3) The completed DMR Form shall be signed and certified either by the following applicable person (as defined in 40 CFR 122.22(a)) or by that person's duly authorized representative (as defined in 40 CFR 122.22(b)):
 - For a corporation - by a responsible corporate officer
 - For a Partnership or Sole Proprietorship - by a general partner or the proprietor, respectively
 - For a Municipality, State, Federal or other public agency - by a principle executive officer or ranking elected official.

If signed by other than the above, written notification of delegation of DMR signatory authority must be submitted to the Department. The DMR and any other reports required herein shall be submitted to the appropriate agency at the address listed in Part C of this permit and postmarked no later than the 28th day of the following month.

- (4) If the permittee monitors any pollutant, using analytical methods described in A.3.a(4) above, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

c. Reporting Requirements

- (1) Planned Changes - The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:
- (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or
 - (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1).
 - (c) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan;

(2) Anticipated Non-Compliance

The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(3) Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(4) Twenty-Four Hour Reporting

- (a) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- (b) The following shall be included as information which must be reported within 24 hours under this paragraph.
 - (i) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (ii) Any catastrophic event which causes the discharge to exceed effluent limitations in this permit.
 - (iii) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours.

- (c) The Department may waive the written report on a case-by-case basis for reports under paragraph c (4)(a) of this section if the oral report has been received within 24 hours.

(5) Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraphs c (3), (4) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph c (4) of this section.

Compliance with reporting requirements under A.3.c. above shall not excuse a person from immediate notification of incidents causing or threatening pollution pursuant to 25 Pa. Code, Chapter 91.33.

- d. Specific Toxic Substance Notification Levels (for Manufacturing, Commercial, Mining, and Silvicultural Dischargers) The permittee shall notify the Department as soon as it knows or has reason to believe the following:

- (1) That any activity has occurred, or will occur, which would result in the discharge of any toxic pollutant which is not limited in the permit, if that discharge on a routine or frequent basis will exceed the highest of the following "notification levels".
 - (a) One hundred micrograms per liter.
 - (b) Two hundred micrograms per liter for acrolein and acrylonitrile.
 - (c) Five hundred micrograms per liter for 2,4-dinitrophenol and 2-methyl-4,6-dinitrophenol.
 - (d) One milligram per liter for antimony.
 - (e) Five (5) times the maximum concentration value reported for that pollutant in the permit application.
 - (f) Any other notification level established by the Department.
- (2) That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (a) Five hundred micrograms per liter;
 - (b) One milligram per liter for antimony;
 - (c) Ten (10) times the maximum concentration value reported for that pollutant in the permit application;
 - (d) Any other notification level established by the Department.

1. MANAGEMENT REQUIREMENTS

a. Compliance Schedules

- (1) The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in Part C of this permit.
- (2) The permittee shall submit reports of compliance or noncompliance with, or progress reports as applicable, any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline.

b. Permit Modification, Termination, or Revocation and Reissuance

- (1) This permit may be modified, terminated, or revoked in whole or in part during its term for cause including, but not limited to, any of the causes specified in 25 Pa. Code, Chapter 92.
- (2) The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.
- (3) In the absence of a Departmental action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions.

c. Duty to Provide Information

- (1) The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- (2) The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
- (3) Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.
- (4) Where the permittee is a POTW, the permittee shall provide adequate notice to the Department of the following:
 - (a) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were otherwise discharging those pollutants.
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by an Industrial User which was discharging into the POTW at the time of issuance of this permit.

(c) Adequate notice shall include information on:

- (i) the quality and quantity of the effluent introduced into the POTW, and
- (ii) any anticipated impact of the change on the quantity or quality of the effluent to be discharged from the POTW.

The submission of the above information in the POTW's Annual Wasteload Management Report, required under the provisions of 25 Pa. Code Chapter 94, will normally be considered as providing adequate notice to the Department, unless a more stringent time period is required by law, regulation, or permit condition in which case the more stringent submission date shall apply.

- (d) The identity of Industrial Users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimated concentration of each pollutant discharged into the POTW by the Industrial Users.
- (e) The POTW shall require all Industrial Users to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and any regulations adopted thereunder, and the Clean Streams Law and any regulations adopted thereunder.

d. Facilities Operation

The permittee shall at all times maintain in good working order and properly operate and maintain all facilities and systems which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to effective performance based on designed facility removals, adequate funding, effective management, adequate operator staffing and training, and adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems which are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit.

The permittee shall develop, install, and maintain Best Management Practices to control or abate the discharge of pollutants when the practices are reasonably necessary to achieve the effluent limitations and standards in this permit or to carry out the purposes and intent of the Clean Water Act, or when required to do so by the Department.

e. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

f. Bypassing

- (1) Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be violated, but only if the bypass is essential for maintenance to assure efficient operation. This type of bypassing is not subject to the reporting and notification requirements of Part A.3.c.

- (2) **Other Bypassing** - In all other situations bypassing is prohibited unless all of the following conditions are met:
- (a) A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage";
 - (b) There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed (in the exercise of reasonable engineering judgment) to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance;
 - (c) The permittee submitted the necessary reports required under Part A.3.c.
- (3) The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions (a through c) listed above.

2. PENALTIES AND LIABILITY

a. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative, and/or criminal penalties as set forth in 40 CFR 122.41(a)(2).

Any person or municipality who violates any provision of this permit, any rule, regulation, or order of the Department, or any condition or limitation of any permit issued pursuant to the Clean Streams Law is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

b. Falsifying Information

Any person who does any of the following:

Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit; or

Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance);

shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 P.S. §4904 and 40 CFR 122.41(j)(5) and (k)(2).

c. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

d. Enforcement Proceedings

- (1) It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. OTHER RESPONSIBILITIES

a. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law and 25 Pa. Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials and other documents as may be required by law:

- (1) To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (2) To have access to and copy at reasonable times any records that must be kept under the conditions of this permit;
- (3) To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit;
- (4) To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

b. Transfer of Permits

- (1) *Transfers by modification.* Except as provided in paragraph (2) of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
- (2) *Automatic transfers.* As an alternative to transfers under paragraph (1) of this section, any NPDES permit may be automatically transferred to a new permittee if:
 - (a) The current permittee notifies the Department, at least 30 days in advance, of the proposed transfer date in paragraph (2)(b) of this section;

- (b) The notice includes the appropriate Department transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
 - (c) The Department does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. A modification under this subparagraph may also be a minor modification. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph (2)(b) of this section.
- (3) In the event the Department does not approve transfer of the permit, the new owner or controller must submit a new permit application.

c. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege.

d. Other Laws

The issuance of a permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

OTHER REQUIREMENTS

1. In accordance with Part A.3.b of this permit, the permittee shall submit a copy of the Discharge Monitoring Reports to each of the following:

Department of Environmental Protection
Water Management
400 Waterfront Drive
Pittsburgh, PA 15222-4745

U.S. EPA - Region III
NPDES Discharge Monitoring Reports (3WP31)
1650 Arch Street
Philadelphia, PA 19103-2029

Allegheny County Health Department
Frank B. Clack Health Center
Water Pollution Control Program
Building #5
40th Street & Penn Avenue
Pittsburgh, PA 15224

2. In accordance with Part B.1.c of this permit, the permittee shall submit a copy of the attached Supplemental Sewage Sludge Report to accompany each copy of the monthly Discharge Monitoring Reports to the addresses as specified above, with the exception that the Supplemental Sewage Sludge Report shall not be submitted to the Environmental Protection Agency. This form must be submitted even if sewage sludge is not hauled in a given month, in this event enter "no sludge hauled."
3. Effluent limitations, monitoring requirements, and other standard and special conditions which relate to the discharge of pollutants authorized by this permit and which are contained in Water Quality Management Permit(s)

No. 462S022 issued on June 26, 1962

or any subsequent amendments or transfers are superseded by the terms and conditions of this permit, unless specifically noted otherwise herein.

4. Collected screenings, slurries, sludges and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration and storage of sewage sludge) Federal Regulations 40 CFR 257, and the Federal Clean Water Act and its amendments.
5. All discharges of floating materials, oil, grease, scum and substances which produce tastes, color, odors, turbidity or settle to form deposits shall be controlled at levels which will not be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life.
6. Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration of fecal coliform organisms not greater than
 - a. 200/100 ml as a monthly geometric mean, nor greater than 1000/100 ml in more than ten percent of the samples examined during any month from May through September inclusive.
 - b. 30,000/100 ml as a monthly geometric mean based on five consecutive samples collected on different days during any month from October through April inclusive.
7. In no case shall the arithmetic means of the effluent values of the biochemical oxygen demand (BOD-5 Day) and suspended solids discharged during a period of 30 consecutive days exceed 15 percent of respective arithmetic means of the influent values for those parameters during the same time period except as specifically authorized by the Department.

8. **MANAGEMENT AND CONTROL OF COMBINED SEWER OVERFLOWS**

Combined sewer overflows (CSOs) are allowed to discharge only in compliance with this permit when flows in combined sewer systems exceed the conveyance or treatment capacities of the system during or immediately after wet weather periods. Overflows that occur without an accompanying precipitation event or snowmelt are termed "dry weather overflows" and are prohibited. CSOs are point source discharges that must be provided with control measures in accordance with the Federal Clean Water Act and the 1994 National CSO Policy.

The point source discharge locations (outfalls) identified on page(s) 2b of 14 under Part A of this permit serve as known combined sewer overflow locations on the permittee sewer system

A. **CONTINUED IMPLEMENTATION OF TECHNOLOGY-BASED NINE MINIMUM CONTROLS**

Upon issuance of this permit, the permittee shall continue the implementation of the NMCs, demonstrate system wide compliance with the NMCs and submit discharge

monitoring reports and annual reports to the Department with appropriate documentation. The permittee's NMC documentation report is incorporated in this permit.

The Department will use the EPA guidance document entitled "Guidance For Nine Minimum Controls" (EPA 832-B-95-003), dated May 1995, and specific comments provided during review of the NMC documentation reports to determine continued compliance with the CSO permit requirements.

B. IMPLEMENTATION OF WATER QUALITY-BASED LONG TERM CONTROL PLAN (LTCP)

The long term goal of the LTCP requirements in this permit is to achieve compliance with the state water quality standards upon completion of the LTCP implementation. Until completion of implementation, the CSO discharge(s) shall comply with the performance standards of the selected CSO controls, when installed, and shall comply with the water quality standards found in Chapter 93, Section 93.6(b). When sufficient CSO-related information and data are available to develop water quality-based effluent limitations, the permit should be revised, as appropriate, to reflect the new effluent limitations.

Upon issuance of this permit, the permittee shall continue the implementation of the approved LTCP, demonstrate system-wide compliance with the LTCP's installed alternatives and submit with the Annual Report referenced in paragraph C.2 below, annual progress reports on implementation.

The permittee shall continue to implement its approved long term control plan (LTCP). The LTCP, at a minimum, shall incorporate the following requirements:

1. Continued implementation of the nine minimum controls;
2. Protection of sensitive areas (recreation areas, public water supply, unique ecological habitat, etc.);
3. Public participation in developing the LTCP.

The LTCP is described in the EPA's guidance document entitled "Guidance For Long Term Control Plan" (EPA 832-B-95-002), dated September 1995. Using a compliance monitoring program, the permittee shall periodically review the effectiveness of the LTCP and propose any changes or revisions to the LTCP to the Department for review and approval before its implementation.

The permittee shall implement, inspect, monitor and effectively operate and maintain the CSO controls identified in the approved LTCP. The interim implementation schedule for the short term controls shall be in accordance with the approved LTCP. The final

implementation of the LTCP is expected to exceed the life of the current five year permit and shall be consistent with the approved LTCP or where applicable a CO&A or other enforcement mechanism.

C. MONITORING AND REPORTING REQUIREMENTS

1. Discharge Monitoring Report for Combined Sewer Overflows (DMR for CSOs)

The permittee shall record data on CSO discharges in the format specified in the Department's DMR for CSOs attached to this permit. The data shall be submitted to the appropriate regional office of the Department 28 days following a month in which one or more CSO discharges occurred. For CSOs that are part of a permitted POTW, the DMR for CSOs must be submitted with the Permittee's regular DMR. Copies of DMRs for CSOs must be retained at the STP site or municipality for at least five (5) years.

2. Annual CSO Status Report

On March 31 of each year, an Annual CSO Status Report shall be submitted to the Department with the annual "Municipal Wasteload Management Report" required by 25 Pa. Code Chapter 94, Section 94.12. For a satellite CSO system, a copy of the annual report shall also be provided to the POTW providing treatment for its wastewater.

i. The Annual CSO Status Report shall:

- a. Provide a summary of the frequency, duration and volume of the CSO discharges for the past calendar year;
- b. Provide the operational status of overflow points;
- c. Provide an identification of known in-stream water quality impacts, their causes, and their effects on downstream water uses;
- d. Summarize all actions taken to implement the NMCs and the LTCP and their effectiveness; and
- e. Evaluate and provide a progress report on implementing and necessary revisions to the NMC and LTCP.

- ii. Specifically, the following CSO-related information shall be included in the report:
- a. Rain gauge data - total inches (to the nearest 0.01 inch) that caused each CSO discharge being reported in the supplemental DMR for CSOs.
 - b. Inspections and maintenance
 - Total number of regulator inspections conducted during the period of the report (reported by drainage system).
 - A list of blockages (if any) corrected or other interceptor maintenance performed, including location, date and time discovered, date and time corrected, and any discharges to the stream observed and/or suspected to have occurred.
 - c. Dry weather overflows

Dry weather CSO discharges are prohibited. Immediate telephone notification to DEP of such discharges is required in accordance with 25 Pa. Code, Section 91.33. Indicate location, date and time discovered, date and time corrected/ceased, and action(s) taken to prevent their reoccurrence. A plan to correct this condition and schedule to implement the plan must be submitted with the DMR for CSOs.
 - d. Wet weather overflows
 - For all locations that have automatic level monitoring of the regulators, report all exceedances of the overflow level during the period of the report, including location, date, time, and duration of wet weather overflows.
 - For all locations at which flows in the interceptors can be controlled by throttling and/or pumping, report all instances when the overflow level was reached or the gates were lowered. For each instance, provide the location, date, time, and duration of the overflow.

D. AREA-WIDE PLANNING/PARTICIPATION REQUIREMENT

Where applicable, the permittee shall cooperate with and participate in any interconnected CSO system's NMCs and LTCP activities being developed and/or carried out by the operator(s) of these systems, and shall participate in implementing applicable portions of the approved NMC and LTCP for these systems.

E. PERMIT REOPENER CLAUSE

The Department reserves the right to modify, revoke and reissue this permit as provided pursuant to 40 CFR 122.62 and 124.5 for the reasons set forth in 25 Pa. Code Section 92.51(2) and for the following reasons:

1. To include new or revised conditions developed to comply with any State or Federal law or regulation that addresses CSOs and that is adopted or promulgated subsequent to the effective date of this permit.
2. To include new or revised conditions if new information indicates that CSO controls imposed under the permit have failed to ensure the attainment of State Water Quality Standards.
3. To include new or revised conditions based on new information resulting from implementation of the LTCP or other plans or data.

F. COMBINED SEWER OVERFLOW COMPLIANCE SCHEDULE

The permittee shall complete the above CSO activities in accordance with the following compliance schedule:

<u>Schedule Activity Description</u>	<u>Compliance Due Date</u>
Continue Implementation of the NMC Reports	Permit effective date
Begin Implementation of the LTCP	Permit effective date
Submit Annual CSO Status Report to Department with Chapter 94 Report	March 31 of each year
Submit DMR for CSOs	Within 28 days of the end of a month

9. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 2 million gallons per day which is the design flow used to determine whether a "hydraulic overload" situation exists, as defined in 25 Pa. Code Chapter 94.

10. Total Residual Chlorine (TRC) Minimization

The permittee will ensure that applied chlorine dosages, used for disinfection or other purposes, are optimized to the degree necessary such that the total residual chlorine in the discharge does not cause an adverse stream impact. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, desired result of chlorination, and expected impact on the receiving water body.

To reduce or eliminate the amount of chlorine discharged into water bodies, the permittee must: (1) improve/adjust process controls and (2) improve operation/maintenance practices.

If the Department determines or receives documented evidence levels of TRC in the permittee's effluent are causing adverse impacts in the receiving water, the permittee shall institute necessary additional steps to reduce or eliminate such impact.

11. The permittee shall submit the results of whole effluent toxicity testing (WETT) with their next permit renewal application, according to federal regulation 40 CFR Section 122.21(j)(5). The permittee shall obtain the appropriate biomonitoring protocol for the testing from the WETT Coordinator, Planning Section, Water Management Program, Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

12. REQUIREMENTS APPLICABLE TO STORM WATER OUTFALLS

A. Prohibition of Non-Storm Water Discharges

1. Except as provided in A.2, all discharges to storm water outfalls listed in Part A of this permit shall be composed entirely of uncontaminated storm water.
2. The following non-storm water discharges may be authorized, provided the discharge is in compliance with D.2.b: discharges from fire fighting activities; fire hydrant flushings, potable water sources including waterline flushings, irrigation drainage, lawn watering, routine external building washdown which does not use detergents or other compounds, pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used, air conditioning condensate, springs, uncontaminated groundwater, and foundation or footing drains where flows are not contaminated with process materials such as solvents.

B. Spills

This permit does not authorize the discharge of any polluting substances resulting from an on-site spill. Such spills shall be controlled through proper implementation of a PPC Plan as stated in Section D below.

C. This permit does not authorize any discharge (storm water or non-storm water) containing any pollutant that may cause or contribute to an impact on aquatic life or pose a substantial hazard to human health or the environment due to its quantity or concentration.**D. Preparedness, Prevention and Contingency Plans****1. Development of Plan**

Operators of facilities shall have developed a Preparedness, Prevention and Contingency (PPC) Plan in accordance with 25 Pa. Code § 91.34 and Document 400-2200-001, "Guidelines for the Development and Implementation of Environmental Emergency Response Plans". The PPC Plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges from the facility. In addition, the PPC Plan shall describe the BMPs that are to be used to reduce the pollutants in storm water discharges at the facility ensuring compliance with the terms and conditions of this permit.

2. Non-Storm Water Discharges

- a. The PPC Plan shall contain a certification that the discharge has been tested or evaluated for the presence of non-storm water discharges. The certification shall include the identification of potential significant sources of non-storm water at the site, a description of the results of any test and/or evaluation for the presence of non-storm water discharges, the evaluation criteria or testing methods used, the date of any testing and/or evaluation, and the on-site drainage points that were directly observed during the test. Such certification may not be feasible if the facility operating the storm water discharge does not have access to an outfall, manhole, or other point of access to the ultimate conduit that

receives the discharge. In such cases, the source identification section of the PPC Plan shall indicate why the certification was not feasible. A discharger that is unable to provide the certification must notify the Department within 180 days of the effective date of this permit.

- b. Except for flows from fire fighting activities, sources of non-storm water listed in A.2. (authorized non-storm water discharges) that are combined with storm water discharges must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

3. Special Requirements for SARA Title III, Section 313 Facilities

- a. Facilities subject to SARA Title III, Section 313 shall include in the PPC Plan a description of releases to land or water of Section 313 water priority chemicals that have occurred within the last three years. Each of the following shall be evaluated for the reasonable potential for contributing pollutants to runoff: loading and unloading operations, outdoor storage activities, outdoor manufacturing or processing activities, significant dust or particulate generating process, and on-site waste disposal practices. Factors to consider include the toxicity of chemicals; quantity of chemicals used, produced or discharged; the likelihood of contact with storm water; and history of significant leaks or spills of toxic or hazardous pollutants.
- b. Engineering Certification. No storm water PPC Plan for facilities subject to SARA Title III, Section 313 requirements for chemicals that are classified as "Section 313 water priority chemicals" shall be effective unless it has been reviewed by a Registered Professional Engineer and certified to by such Professional Engineer. A Registered Professional Engineer shall recertify the PPC Plan every year thereafter. This certification may be combined with the required annual evaluation in D.4. By means of these certifications, the engineer, having examined the facility and being familiar with the provisions of this part, shall attest that the storm water PPC Plan has been prepared in accordance with good engineering practices. Such certification shall in no way relieve the owner or operator of a facility covered by the PPC Plan of the duty to prepare and fully implement such Plan.

4. Comprehensive Site Compliance Evaluations and Record Keeping

Qualified personnel shall conduct site compliance evaluations at least once a year. Such evaluations shall include:

- a. Visual inspection and evaluation of areas contributing to a storm water discharge for evidence of, or the potential for, pollutants entering the drainage system. Measures to reduce pollutant loadings shall be evaluated to determine whether they are adequate and properly implemented in accordance with the terms of the permit or whether additional control measures are needed. Structural storm water management measures, sediment and erosion control measures, and other structural pollution prevention measures identified in the plan shall be observed to ensure that they are operating correctly. A visual inspection of equipment needed to implement the plan, such as spill response equipment, shall be made.

Based on the results of the inspection, the description of potential pollutant sources identified in the PPC plan, and pollution prevention measures and controls identified in the plan shall be revised as appropriate within 15 days of such inspection and shall provide for implementation of any changes to the plan in a timely manner, but in no case more than 90 days after the inspection.

A report summarizing the scope of the inspection, using the DEP's Annual Inspection Form, shall be completed and made available upon request and retained as part of the PPC Plan for at least one year after coverage under this permit terminates.

E. Storm Water Best Management Practices (BMPs)

1. Manage sludge in accordance with all applicable permit requirements; temporarily collect and store sludge in enclosed containers or tanks.
2. Store chemicals in secure areas on impervious surfaces away from storm drains.
3. Design wastewater treatment facilities to prevent runoff and avoid storm water commingling with sanitary wastewater.
4. Efficiently use herbicides for weed control; where practicable investigate use of the least toxic herbicides; do not apply during windy conditions.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT PROGRAM

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

NPDES PERMIT NO. PA0026913

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq.,

The Municipal Authority of the City of McKeesport
100 Atlantic Avenue
McKeesport, PA 15132

is authorized to discharge from a facility located at

COPY

McKeesport Water Pollution Control Plant
City of McKeesport
Allegheny County

to receiving waters named Monongahela River

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

THIS PERMIT SHALL EXPIRE AT MIDNIGHT, APR 30 2012.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal.
3. Complete application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the expiration date (unless permission has been granted by the Department for submission at a later date), using the appropriate NPDES permit application form.

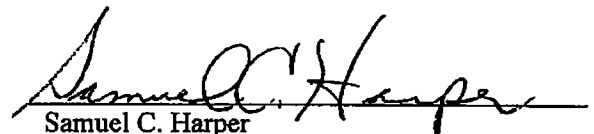
In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports, will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED

APR 22 2008

ISSUED BY


Samuel C. Harper
Water Management Program Manager

DATE EFFECTIVE

MAY - 1 2008

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALL 001 WHICH RECEIVES WASTE FROM:

the sewage treatment plant

at Latitude 40° 21' 11"

Longitude 79° 52' 19"

Stream Code 37185

River Mile Index (RMI) 15.72

- a. The permittee is authorized to discharge during the period from effective date through expiration date.
- b. Based on the production data and/or anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply. Total (dissolved plus suspended fraction) is implied for each parameter unless otherwise indicated.

Discharge Parameter	DISCHARGE LIMITATIONS (gross unless otherwise indicated)							MONITORING REQUIREMENTS	
	Mass Units (lbs/day except flow)			Concentrations (mg/l unless otherwise indicated)				Measurement Frequency	Sample Type
	Average Monthly	Average Weekly	Max. Daily	Average Monthly	Average Weekly	Max. Daily	Instant. Max.		
Flow (mgd)	Monitor and Report							continuous	recorded
CBOD-5 Day	2398	3645		25	38		50	daily	24-hour composite
Suspended Solids	2877	4316		30	45		60	daily	24-hour composite
Total Residual Chlorine				0.5			1.6	daily	grab
% Removal (BOD-5 Day & SS)	refer to Part C								
Fecal Coliform Organisms May 1 to Sept 30				200/100 ml Geometric Mean			1,000/100 ml ⁽¹⁾	daily	grab
Oct 1 to Apr 30				2,000/100 ml Geometric Mean			10,000/100 ml	daily	grab
pH	not less than 6.0 nor greater than 9.0 standard units							daily	grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: at the outfall pipe.

⁽¹⁾ Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration of fecal coliform organisms not greater than 1,000/100 ml in more than ten percent of the samples.

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALLS 004 THROUGH 033 WHICH RECEIVE WASTE FROM:
combined sewer overflows, CSO

- a. The permittee is authorized to discharge during the period from effective date through expiration date.
- b. The outfalls listed below serve as combined sewer overflows necessitated by storm water entering the sewer system and exceeding the hydraulic capacity of the sewers and/or the treatment plant and are permitted to discharge only for such reason. Each discharge shall be monitored for cause, frequency, duration, and quantity of flow. The data must be recorded and reported monthly as an attachment to the discharge monitoring report (DMR) using the Department-provided DMR for CSOs. Monitoring in compliance with the requirements specified above shall be performed in accordance with the condition in Part C of this permit titled Management and Control of Combined Sewer Overflows.

Outfall	Name	Receiving Stream	Latitude/Longitude
003	Long Run Pump Station	Long Run	40° 19' 35" / 79° 52' 54"
004	Rebecca Street	Monongahela River	40° 21' 15" / 79° 52' 30"
005	Erie Street	Monongahela River	40° 21' 00" / 79° 52' 40"
006	Ann Street	Monongahela River	40° 20' 50" / 79° 52' 30"
007	Dale Street	Monongahela River	40° 20' 40" / 79° 52' 20"
008	Perry Street	Monongahela River	40° 20' 30" / 79° 52' 10"
009	Windsor Street	Monongahela River	40° 20' 20" / 79° 52' 00"
010	Morgan Alley	Monongahela River	40° 20' 05" / 79° 51' 55"
012	Fourth Avenue	Youghioghney River	40° 21' 05" / 79° 52' 12"
013	Fifth Avenue	Youghioghney River	40° 21' 03" / 79° 51' 10"
014	Sixth Avenue	Youghioghney River	40° 21' 00" / 79° 52' 08"
015	Seventh Avenue	Youghioghney River	40° 20' 57" / 79° 52' 06"

PART A

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1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR OUTFALLS 004 THROUGH 033 (CONTINUED):

018	Ninth Avenue (017 combined with 018)	Youghiogheny River	40° 20' 47.6" / 79° 52' 06.2"
020	Eleventh Avenue	Youghiogheny River	40° 20' 42" / 79° 52' 55"
021	Twelfth Avenue	Youghiogheny River	40° 20' 33" / 79° 52' 52"
022	Thirteenth Avenue	Youghiogheny River	40° 20' 30" / 79° 51' 46"
023	Twenty-Eighth Avenue	Youghiogheny River	40° 19' 50" / 79° 51' 20"
024	Eden Park Boulevard	Youghiogheny River	40° 19' 53" / 79° 50' 22"
025	Walnut Street	Monongahela River	40° 21' 20" / 79° 52' 05"
026	Walnut Street	Monongahela River	40° 21' 20" / 79° 51' 50"
027	Huey Street	Monongahela River	40° 21' 20" / 79° 51' 50"
028	Martin Street	Monongahela River	40° 21' 20" / 79° 51' 42"
029	Center Street	Monongahela River	40° 21' 20" / 79° 51' 52"
030	Evans Avenue	Monongahela River	40° 21' 20" / 79° 51' 20"
031	White Street	Monongahela River	40° 21' 20" / 79° 51' 25"
032	Cliff Street	Crooked Run	40° 20' 55" / 79° 51' 15"
033	Cliff Street	Crooked Run	40° 20' 55" / 79° 51' 15"

2. DEFINITIONS

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- c. "Daily discharge" means the "discharge of a pollutant" measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.
- d. "Average" refers to the use of an arithmetic mean, unless otherwise specified in this permit.
- e. "Geometric average (mean)" means the average of a set of n sample results given by the n^{th} root of their product.
- f. "Average monthly discharge limitation" means the highest allowable average of "daily discharge" over a calendar month, calculated as the sum of all "daily discharge" measured during a calendar month divided by the number of "daily discharge" measured during that month.
- g. "Average weekly discharge limitation" means the highest allowable average of "daily discharge" over a calendar week, calculated as the sum of all "daily discharge" measured during a calendar week divided by the number of "daily discharge" measured during that week.
- h. "Maximum daily discharge limitation" means the highest allowable "daily discharge."
- i. "Maximum any time" (or instantaneous maximum) means the concentration not to be exceeded at any time in any grab sample.
- j. "Composite sample" (for all except GC/MS volatile organic analysis) means a combination of at least 8 individual samples of at least 100 milliliters collected manually or automatically at periodic intervals during the operating hours of a facility over a 24 hour period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite.

"Composite sample for GC/MS volatile organic analysis" consists of at least four (rather than eight) aliquots or grab samples collected during actual hours of discharge over a 24 hour period and need not be flow proportioned. The four samples are composited in the laboratory immediately before analysis, and only one analysis performed.

The maximum time period between individual samples used for any "composite sample" shall not exceed two hours, except that for wastes of a uniform nature the samples may be collected on a frequency of at least twice per working shift and shall be equally spaced over a 24-hour period (or over the operating day if flows are of a shorter duration).

- k. "Grab sample" means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not to exceed 15 minutes.
- l. "i-s" means immersion stabilization - in which a calibrated device is immersed in the wastewater until the reading is stabilized.
- m. "Daily average temperature" means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.
- n. "Measured flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- o. "At outfall XXX" means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line XXX, or where otherwise specified.
- p. "Estimated flow" means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.
- q. "Non-contact cooling water" means water used to reduce temperature which does not come in direct contact with any raw material, intermediate product, waste product (other than heat), or finished product.

Such water may on occasion, as a result of corrosion, cooling system leakage or similar cooling system failures contain small amounts of process chemicals: provided, that all reasonable measures have been taken to prevent, reduce, eliminate and control to the maximum extent feasible such contamination: and provided further, that all reasonable measures have been taken that will mitigate the effects of such contamination once it has occurred.

- r. "Toxic pollutant" means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will, on the basis of information available to the Administrator of the United States Environmental Protection Agency, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in such organisms or their offspring.
- s. "Hazardous substance" means any substance designated under Title 40 Code of Federal Regulations Part 116 (40 CFR 116) pursuant to Section 311 of the Clean Water Act.
- t. "Publicly Owned Treatment Works" or "POTW" means a facility as defined by Section 212 of the Clean Water Act which is owned by a State or Municipality, as defined by Section 502(4) of the Clean Water Act, including any sewers that convey wastewater to such a treatment works, but not including pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the Clean Water Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

- u. "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
- v. "Total Dissolved Solids" means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR 136.
- w. "Storm water associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas as defined at 40 CFR 122.26(b)(14).
- x. "Storm water" means storm water runoff, snow melt runoff, and surface runoff and drainage.
- y. "Best Management Practices ("BMPs")" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of "Waters of the United States". BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3. SELF-MONITORING, REPORTING, AND RECORDS KEEPING

a. Representative Sampling

- (1) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(2) Records Retention

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years from the date of the sample measurement, report, or application. The three year period shall be extended as requested by the Department or the EPA Regional Administrator.

(3) Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- (i) The exact place, date, and time of sampling or measurements;
- (ii) The person(s) who performed the sampling or measurements;
- (iii) The date(s) the analyses were performed;
- (iv) The person(s) who performed the analyses;

- (v) The analytical techniques or methods used; and the associated detection level; and
- (vi) The results of such analyses.

(4) Test Procedures

Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those contained in 40 CFR 136 (or in the case of sludge use or disposal, approved under 40 CFR 136 unless otherwise specified in 40 CFR 503), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in the permit.

(5) Quality Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

- (a) Permittee or its designated laboratory shall participate in the periodic scheduled quality assurance inspections conducted by the Department and EPA.
- (b) The permittee or its designated laboratory shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit in accordance with 40 CFR 136, Appendix A.

b. Reporting of Monitoring Results

- (1) The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit.
- (2) Unless instructed otherwise in Part C of this permit, monitoring results obtained each month shall be summarized for that month and reported on a Discharge Monitoring Report (DMR).
- (3) The completed DMR Form shall be signed and certified either by the following applicable person (as defined in 40 CFR 122.22(a)) or by that person's duly authorized representative (as defined in 40 CFR 122.22(b)):
 - For a corporation - by a responsible corporate officer
 - For a Partnership or Sole Proprietorship - by a general partner or the proprietor, respectively
 - For a Municipality, State, Federal or other public agency - by a principle executive officer or ranking elected official.

If signed by other than the above, written notification of delegation of DMR signatory authority must be submitted to the Department. The DMR and any other reports required herein shall be submitted to the appropriate agency at the address listed in Part C of this permit and postmarked no later than the 28th day of the following month.

- (4) If the permittee monitors any pollutant, using analytical methods described in A.3.a(4) above, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

c. Reporting Requirements

(1) Planned Changes - The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or
- (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1).
- (c) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan;

(2) Anticipated Non-Compliance

The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(3) Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(4) Twenty-Four Hour Reporting

- (a) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- (b) The following shall be included as information which must be reported within 24 hours under this paragraph.
 - (i) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (ii) Any catastrophic event which causes the discharge to exceed effluent limitations in this permit.
 - (iii) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours.

- (c) The Department may waive the written report on a case-by-case basis for reports under paragraph c (4)(a) of this section if the oral report has been received within 24 hours.

(5) Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraphs c (3), (4) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph c (4) of this section.

Compliance with reporting requirements under A.3.c. above shall not excuse a person from immediate notification of incidents causing or threatening pollution pursuant to 25 Pa. Code, Chapter 91.33.

- d. Specific Toxic Substance Notification Levels (for Manufacturing, Commercial, Mining, and Silvicultural Dischargers) The permittee shall notify the Department as soon as it knows or has reason to believe the following:

- (1) That any activity has occurred, or will occur, which would result in the discharge of any toxic pollutant which is not limited in the permit, if that discharge on a routine or frequent basis will exceed the highest of the following "notification levels".
- (a) One hundred micrograms per liter.
 - (b) Two hundred micrograms per liter for acrolein and acrylonitrile.
 - (c) Five hundred micrograms per liter for 2,4-dinitrophenol and 2-methyl-4,6-dinitrophenol.
 - (d) One milligram per liter for antimony.
 - (e) Five (5) times the maximum concentration value reported for that pollutant in the permit application.
 - (f) Any other notification level established by the Department.
- (2) That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
- (a) Five hundred micrograms per liter;
 - (b) One milligram per liter for antimony;
 - (c) Ten (10) times the maximum concentration value reported for that pollutant in the permit application;
 - (d) Any other notification level established by the Department.

1. MANAGEMENT REQUIREMENTS**a. Compliance Schedules**

- (1) The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in Part C of this permit.
- (2) The permittee shall submit reports of compliance or noncompliance with, or progress reports as applicable, any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline.

b. Permit Modification, Termination, or Revocation and Reissuance

- (1) This permit may be modified, terminated, or revoked in whole or in part during its term for cause including, but not limited to, any of the causes specified in 25 Pa. Code, Chapter 92.
- (2) The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.
- (3) In the absence of a Departmental action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions.

c. Duty to Provide Information

- (1) The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- (2) The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
- (3) Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.
- (4) Where the permittee is a POTW, the permittee shall provide adequate notice to the Department of the following:
 - (a) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were otherwise discharging those pollutants.
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by an Industrial User which was discharging into the POTW at the time of issuance of this permit.

(c) Adequate notice shall include information on:

- (i) the quality and quantity of the effluent introduced into the POTW, and
- (ii) any anticipated impact of the change on the quantity or quality of the effluent to be discharged from the POTW.

The submission of the above information in the POTW's Annual Wasteload Management Report, required under the provisions of 25 Pa. Code Chapter 94, will normally be considered as providing adequate notice to the Department, unless a more stringent time period is required by law, regulation, or permit condition in which case the more stringent submission date shall apply.

- (d) The identity of Industrial Users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimated concentration of each pollutant discharged into the POTW by the Industrial Users.
- (e) The POTW shall require all Industrial Users to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and any regulations adopted thereunder, and the Clean Streams Law and any regulations adopted thereunder.

d. Facilities Operation

The permittee shall at all times maintain in good working order and properly operate and maintain all facilities and systems which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to effective performance based on designed facility removals, adequate funding, effective management, adequate operator staffing and training, and adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems which are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit.

The permittee shall develop, install, and maintain Best Management Practices to control or abate the discharge of pollutants when the practices are reasonably necessary to achieve the effluent limitations and standards in this permit or to carry out the purposes and intent of the Clean Water Act, or when required to do so by the Department.

e. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

f. Bypassing

- (1) Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be violated, but only if the bypass is essential for maintenance to assure efficient operation. This type of bypassing is not subject to the reporting and notification requirements of Part A.3.c.

- (2) Other Bypassing - In all other situations bypassing is prohibited unless all of the following conditions are met:
- (a) A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage";
 - (b) There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed (in the exercise of reasonable engineering judgment) to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance;
 - (c) The permittee submitted the necessary reports required under Part A.3.c.
- (3) The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three conditions (a through c) listed above.

2. PENALTIES AND LIABILITY

a. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative, and/or criminal penalties as set forth in 40 CFR 122.41(a)(2).

Any person or municipality who violates any provision of this permit, any rule, regulation, or order of the Department, or any condition or limitation of any permit issued pursuant to the Clean Streams Law is subject to criminal and/or civil penalties as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

b. Falsifying Information

Any person who does any of the following:

Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit; or

Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance);

shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 P.S. §4904 and 40 CFR 122.41(j)(5) and (k)(2).

c. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

d. Enforcement Proceedings

- (1) It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. OTHER RESPONSIBILITIES

a. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law and 25 Pa. Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials and other documents as may be required by law:

- (1) To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (2) To have access to and copy at reasonable times any records that must be kept under the conditions of this permit;
- (3) To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit;
- (4) To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

b. Transfer of Permits

- (1) *Transfers by modification.* Except as provided in paragraph (2) of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
- (2) *Automatic transfers.* As an alternative to transfers under paragraph (1) of this section, any NPDES permit may be automatically transferred to a new permittee if:
 - (a) The current permittee notifies the Department, at least 30 days in advance, of the proposed transfer date in paragraph (2)(b) of this section;

- (b) The notice includes the appropriate Department transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
 - (c) The Department does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. A modification under this subparagraph may also be a minor modification. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph (2)(b) of this section.
- (3) In the event the Department does not approve transfer of the permit, the new owner or controller must submit a new permit application.

c. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege.

d. Other Laws

The issuance of a permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

OTHER REQUIREMENTS

1. In accordance with Part A.3.b of this permit, the permittee shall submit a copy of the Discharge Monitoring Reports to each of the following:
 - Department of Environmental Protection
Water Management
400 Waterfront Drive
Pittsburgh, PA 15222-4745
 - U.S. EPA - Region III
NPDES Enforcement Branch (3WP42)
Office of Permits and Enforcement
Water Protection Division
1650 Arch Street
Philadelphia, PA 19103-2029
 - Allegheny County Health Department
Frank B. Clack Health Center
Water Pollution Control Program
Building #5
40th Street & Penn Avenue
Pittsburgh, PA 15224
2. In accordance with Part B.1.c of this permit, the permittee shall submit a copy of the attached Supplemental Sewage Sludge Report to accompany each copy of the monthly Discharge Monitoring Reports to the addresses as specified above, with the exception that the Supplemental Sewage Sludge Report shall not be submitted to the Environmental Protection Agency. This form must be submitted even if sewage sludge is not hauled in a given month, in this event enter "no sludge hauled."
3. Collected screenings, slurries, sludges and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration and storage of sewage sludge) Federal Regulations 40 CFR 257, and the Federal Clean Water Act and its amendments.
4. All discharges of floating materials, oil, grease, scum and substances which produce tastes, color, odors, turbidity or settle to form deposits shall be controlled at levels which will not be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life.

5. In no case shall the arithmetic means of the effluent values of the biochemical oxygen demand (BOD-5 Day) and suspended solids discharged during a period of 30 consecutive days exceed 15 percent of respective arithmetic means of the influent values for those parameters during the same time period except as specifically authorized by the Department.
6. Any discharge from the treatment plant controlled diversion is subject to the requirements of Part B.1.f of this permit.

7. **MANAGEMENT AND CONTROL OF COMBINED SEWER OVERFLOWS**

Combined sewer overflows (CSOs) are allowed to discharge only in compliance with this permit when flows in combined sewer systems exceed the design capacity of the conveyance or treatment facilities of the system. Overflows that occur without an accompanying precipitation event or snowmelt are termed "dry weather overflows" and are prohibited. CSOs are point source discharges that must be provided with control measures in accordance with the Federal Clean Water Act and the 1994 National CSO Policy.

The point source discharge locations (outfalls) identified in the application submitted by the permittee serve as known combined sewer overflow locations on the permittee sewer system.

A. **CONTINUED IMPLEMENTATION OF TECHNOLOGY-BASED NINE MINIMUM CONTROLS (NMCs)**

Upon issuance of this permit, the permittee shall continue the implementation of the NMCs, demonstrate system wide compliance with the NMCs and submit discharge monitoring reports and annual reports to the Department with appropriate documentation. The permittee's NMC documentation report is incorporated in this permit.

The Department will use the EPA guidance document entitled "Guidance For Nine Minimum Controls" (EPA 832-B-95-003), dated May 1995, and specific comments provided during review of the NMC documentation reports to determine continued compliance with the CSO permit requirements.

B. **IMPLEMENTATION OF WATER QUALITY-BASED LONG TERM CONTROL PLAN (LTCP)**

The long term goal of the LTCP requirements in this permit is to achieve compliance with the state water quality standards upon completion of the LTCP implementation. The CSO discharge(s) shall comply with the performance standards of the selected CSO controls and shall comply with the water quality standards found in Chapter 93. When additional CSO-related information and data becomes available to revise water quality-based effluent limitations, the permit should be revised, as appropriate, to reflect the new effluent limitations.

Upon issuance of this permit, the permittee shall continue the implementation of the approved LTCP, demonstrate system-wide compliance with the LTCP's installed alternatives and submit with the Annual Report referenced in paragraph C.2 below, annual progress reports on implementation.

The permittee shall continue to implement its approved long term control plan (LTCP). The LTCP, at a minimum, shall incorporate the following requirements:

1. Continued implementation of the nine minimum controls;
2. Protection of sensitive areas (recreation areas, public water supply, unique ecological habitat, etc.);
3. Public participation in developing the LTCP;
4. The selected CSO controls should include a post-construction monitoring program plan adequate to verify compliance with water quality standards and protection of designated uses as well as to ascertain the effectiveness of CSO controls. This water quality compliance monitoring program should include a plan to be approved by the NPDES authority that details the monitoring protocols to be followed.

The LTCP is described in the EPA's guidance document entitled "Guidance For Long Term Control Plan" (EPA 832-B-95-002), dated September 1995. Using a compliance monitoring program, the permittee shall periodically review the effectiveness of the LTCP and propose any changes or revisions to the LTCP to the Department for review and approval before its implementation. This shall be done at each permit renewal and as needed during the permit term.

The permittee shall implement, inspect, monitor and effectively operate and maintain the CSO controls identified in the LTCP pursuant to the LTCP implementation schedule, which is incorporated herein by reference. Notwithstanding any other provisions of this permit, the permittee will achieve the interim steps or milestones identified in the LTCP, including but not limited to the following as listed below:

<u>Milestone</u>	<u>Compliance Date</u>
Authority authorizes engineer to proceed with design of facility upgrade	April 2008
Begin system assessments and I & I reduction program	July 2008
Complete design report for facility upgrade	July 2008
Submit Water Quality Management (WQM) permit application for facility upgrades	June 2009
Advertise facility upgrades for receipt of bids	Within 2 month after DEP approval of WQM permit

Award construction contracts	Within 4 month after DEP approval of WQM permit
Issue Notice to Proceed	Within 6 months after DEP approval of WQM permit
Submit Post Construction Compliance Monitoring Plan to DEP	Within 36 months after DEP approval of WQM permit
Complete construction of facility upgrades and render facility upgrades fully operational	Within 46 months after DEP facility approval of WQM permit
Implement approved Post Construction Compliance Monitoring Plan	Within 48 months after DEP approval of WQM permit
Complete collection system assessments and I & I reduction program	Within 70 months after DEP approval of WQM permit

C. MONITORING AND REPORTING REQUIREMENTS

1. Discharge Monitoring Report for Combined Sewer Overflows (DMR for CSOs)

The permittee shall record data on CSO discharges in the format specified in the Department's DMR for CSOs attached to this permit. The data shall be submitted to the appropriate regional office of the Department 28 days following a month in which one or more CSO discharges occurred. For CSOs that are part of a permitted POTW, the DMR for CSOs must be submitted with the Permittee's regular DMR. Copies of DMRs for CSOs must be retained at the STP site or municipality for at least five (5) years.

2. Annual CSO Status Report

On March 31 of each year, an Annual CSO Status Report shall be submitted to the Department with the annual "Municipal Wasteload Management Report" required by 25 Pa. Code Chapter 94, Section 94.12. For a satellite CSO system, a copy of the annual report shall also be provided to the POTW providing treatment for its wastewater.

i. The Annual CSO Status Report shall:

- a. Provide a summary of the frequency, duration and volume of the CSO discharges for the past calendar year,
- b. Provide the operational status of overflow points,
- c. Provide an identification of known in-stream water quality impacts, their causes, and their effects on downstream water uses,

- d. Summarize all actions taken to implement the NMCs and the LTCP and their effectiveness, and
 - e. Evaluate and provide a progress report on implementing and necessary revisions to the NMC and LTCP.
- ii. Specifically, the following CSO-related information shall be included in the report:
- a. Rain gauge data - total inches (to the nearest 0.01 inch) that caused each CSO discharge being reported in the supplemental DMR for CSOs.
 - b. Inspections and maintenance.
 - Total number of regulator inspections conducted during the period of the report (reported by drainage system).
 - A list of blockages (if any) corrected or other interceptor maintenance performed, including location, date and time discovered, date and time corrected, and any discharges to the stream observed and/or suspected to have occurred.
 - c. Dry weather overflows

Dry weather CSO discharges are prohibited. Immediate telephone notification to DEP of such discharges is required in accordance with 25 Pa. Code, Section 91.33. Indicate location, date and time discovered, date and time corrected/ceased, and action(s) taken to prevent their reoccurrence. A plan to correct this condition and schedule to implement the plan must be submitted with the DMR for CSOs.
 - d. Wet weather overflows
 - For all locations that have automatic level monitoring of the regulators, report all exceedances of the overflow level during the period of the report, including location, date, time, and duration of wet weather overflows.
 - For all locations at which flows in the interceptors can be controlled by throttling and/or pumping, report all instances when the overflow level was reached or the gates were lowered. For each instance, provide the location, date, time, and duration of the overflow.

D. AREA-WIDE PLANNING/PARTICIPATION REQUIREMENT

Where applicable, the permittee shall cooperate with and participate in any interconnected CSO system's NMCs and LTCP activities being developed and/or carried out by the operator(s) of these systems, and shall participate in implementing applicable portions of the approved NMC and LTCP for these systems.

E. PERMIT REOPENER CLAUSE

The Department reserves the right to modify, revoke and reissue this permit as provided pursuant to 40 CFR 122.62 and 124.5 for the reasons set forth in 25 Pa. Code Section 92.51(2) and for the following reasons:

1. To include new or revised conditions developed to comply with any State or Federal law or regulation that addresses CSOs and that is adopted or promulgated subsequent to the effective date of this permit.
2. To include new or revised conditions if new information indicates that CSO controls imposed under the permit have failed to ensure the attainment of State Water Quality Standards.
3. To include new or revised conditions based on new information resulting from implementation of the LTCP or other plans or data.

F. COMBINED SEWER OVERFLOW COMPLIANCE SCHEDULE

The permittee shall complete the above CSO activities in accordance with the following compliance schedule:

<u>Schedule Activity Description</u>	<u>Compliance Due Date</u>
Continue Implementation of the NMCs	Permit effective date
Continue Implementation of the LTCP	Permit effective date
Submit Annual CSO Status Report to Department with Chapter 94 Report	March 31 of each year
Submit DMR for CSOs	Within 28 days of the end of a month

8. Operation and Implementation of an Industrial Pretreatment Program

- A. General Requirements - The permittee shall operate and implement an industrial pretreatment program in accordance with the Federal Clean Water Act, the Pennsylvania Clean Streams Law, and the Federal General Pretreatment Regulations at 40 CFR 403. The program shall also be implemented in accordance with the pretreatment program and any modifications thereto submitted by the permittee and approved by the Approval Authority.
- B. Annual Report and Other Requirements - The permittee shall submit an Annual Report by March 31 of each year to the Department and the Environmental Protection Agency (EPA) that describes the permittee's pretreatment activities for the previous calendar year. The Annual Report shall include a description of pretreatment activities in all municipalities from which wastewater is received at the permittee's Publicly Owned Treatment Works (POTWs). The submission to the Department shall be incorporated into the permittee's Annual Municipal Wasteload Management Report required by 25 Pa. Code Chapter 94. In addition, the permittee shall meet all of the conditions specified below whether or not they relate to the Annual Report:
1. Control Mechanism Issuance - The Annual Report shall contain a summary of Significant Industrial User (SIU) control mechanism issuance, including a list of issuance and expiration dates for each SIU;
 2. Sampling and Inspection - The Annual Report shall contain a summary of the number and type of inspections and samplings of SIUs by the permittee, including a list of all SIUs either not sampled or not inspected, and the reason that the sampling and/or inspection was not conducted;
 3. Industrial User (IU) Compliance and POTW Enforcement - The Annual Report shall contain a summary of the number and type of violations of pretreatment standards and requirements, including local limits, and the actions taken by the permittee to obtain compliance, including civil penalty assessments and actions for injunctive relief. The report shall state whether each IU was in significant noncompliance, as that term is defined in 40 CFR Section 403.8 (f) (2) (viii);
 4. Industrial Listing - The Annual Report shall contain an updated industrial listing showing all current SIUs and the categorical standard, if any, applicable to each. In addition, the report shall contain a summary of any trucked or hauled wastewater accepted at the plant including the source of the wastewater (domestic or industrial), the amount of wastewater received on a monthly basis, any controls imposed on the users, and the discharge point designated by the POTW for acceptance of such wastewater;

5. Summary of POTW Operations - The Annual Report shall contain a summary of any interference, pass-through, or permit violations by the POTW which may be attributed to industrial users, and actions taken to address these events. The summary shall also include sampling and analysis of treatment plant influent, effluent, and sludge for toxic and incompatible pollutants, and an analysis of any trends in such data for the last three years ;
 6. Pretreatment Program Changes - The Annual Report shall contain a summary of any changes to the approved program and the date of submission to the Approval Authority;
 7. Monitoring - The permittee shall conduct monitoring at its treatment plant that, at a minimum, includes quarterly influent, effluent, and sludge analysis for all local limit parameters, and an annual priority pollutant scan for influent and sludge.
- C. Notification of Pass-Through or Interference - The permittee shall notify EPA and the Department, in writing, of any instance of pass-through or interference related to an industrial discharge from an IU into the POTW. The notification shall be attached to the Discharge Monitoring Report submitted to the Department and EPA and shall describe the incident, including the date, time, length, cause (including responsible user if known), and the steps taken by the permittee and IU (if identified) to address the incident. A copy of the notification shall also be sent to the EPA at the address provided below.
- D. Headwork Analysis - The permittee shall submit to the Department and EPA a reevaluation of its local limits based on a headworks analysis of its treatment plant within 1 year of permit issuance. The list of pollutants to be evaluated, as well as a sampling plan for collection of necessary data, shall be submitted to the Department and EPA within 3 months of permit issuance. Within 4 months of acceptance of the headwork analysis by the Approval Authority, the permittee shall adopt the revised local limits and notify all contributing municipalities of the need to adopt the revised local limits.
- E. Changes to Pretreatment Program - The Department and EPA may require the permittee to submit for approval changes to its pretreatment program if any one or more of the following conditions is present:
1. The program is not implemented in accordance with 40 CFR Part 403;
 2. Problems such as interference, pass-through or sludge contamination develop or continue;
 3. Federal, State, or local requirements change;
 4. Changes are needed to assure protection of waters of the Commonwealth.

- F. Procedure For Pretreatment Program Changes - Upon submittal by the permittee, and written notice of approval by the Approval Authority to the permittee of any changes to the permittee's approved pretreatment program, such changes are effective and binding upon the permittee.
- G. Correspondence - The Approval Authority shall be EPA at the following address:

U.S. EPA - Region III
Pretreatment Coordinator (3WP41)
1650 Arch Street
Philadelphia, PA 19103-2029

Copies of all correspondence and reports dealing with this program shall be sent to:

Department of Environmental Protection
Water Management Program
400 Waterfront Drive
Pittsburgh, PA 15222-4745

9. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 11.5 million gallons per day which is the design flow used to determine whether a "hydraulic overload" situation exists, as defined in 25 Pa. Code Chapter 94.

10. Total Residual Chlorine (TRC) Minimization

The permittee will ensure that applied chlorine dosages, used for disinfection or other purposes, are optimized to the degree necessary such that the total residual chlorine in the discharge does not cause an adverse stream impact. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, desired result of chlorination, and expected impact on the receiving water body.

To reduce or eliminate the amount of chlorine discharged into water bodies, the permittee must: (1) improve/adjust process controls and (2) improve operation/maintenance practices.

If the Department determines or receives documented evidence levels of TRC in the permittee's effluent are causing adverse impacts in the receiving water, the permittee shall institute necessary additional steps to reduce or eliminate such impact.

11. The permittee shall submit the results of whole effluent toxicity testing (WETT) with their next permit renewal application, according to federal regulation 40 CFR Section 122.21(j)(5). The permittee shall obtain the appropriate biomonitoring protocol for the testing from the WETT Coordinator, Planning Section, Water Management Program, Department of Environmental Protection, 400 Waterfront Drive, Pittsburgh, PA 15222-4745.

**COMBINED SEWER OVERFLOW
DISCHARGE MONITORING REPORT (DMR)**

Discharge Month _____

Outfall No. _____ Location _____ Permittee Name _____

Prepared by _____ NPDES Permit No. _____

Title/Position _____ Municipality _____

Signature/Date _____ County _____

DATE	CAUSE	Event Duration (Hrs.)	Total Flow (MG)	* O C M	COMMENTS (Rainfall, Intensity, etc.)
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Use one report form each month for each monitored overflow point; use separate sheet for additional comments or narrative explanations.

*Identify the method used to determine overflow volumes, (For example, 10 MG C):

O = Observed duration and rate of flow to approximate overflow volume.

C = Calculated overflow volume utilizing a model or empirical analysis.

M = Measured overflow volume from data collected by a calibrated flow monitor.

**COMBINED SEWER OVERFLOW
DISCHARGE MONITORING REPORT (DMR)**

Discharge Month _____

Outfall No. _____ Location _____ Permittee Name _____

Prepared by _____ NPDES Permit No. _____

Title/Position _____ Municipality _____

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C = Calculated overflow volume utilizing a model or empirical analysis.

M = Measured overflow volume from data collected by a calibrated flow monitor.

**COMBINED SEWER OVERFLOW
DISCHARGE MONITORING REPORT (DMR)**

Discharge Month _____

Outfall No. _____ Location _____

Permittee Name _____

Prepared by _____

NPDES Permit No. _____

Title/Position _____

Municipality _____

Signature/Date _____

County _____

DATE	CAUSE	Event Duration (Hrs.)	Total Flow (MG)	* O C M	COMMENTS (Rainfall, Intensity, etc.)
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Use one report form each month for each monitored overflow point; use separate sheet for additional comments or narrative explanations.

*Identify the method used to determine overflow volumes, (For example, 10 MG C):

O = Observed duration and rate of flow to approximate overflow volume.

C = Calculated overflow volume utilizing a model or empirical analysis.

M = Measured overflow volume from data collected by a calibrated flow monitor.

PERMITTEE NAME ADDRESS (Include Facility Name / Location)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGE MONITORING REPORT (DMR)

NAME: The Municipal Authority of the City of McKeesport
 ADDRESS: 100 Atlantic Avenue McKeesport, PA 15132
 FACILITY: McKeesport Water Pollution Control Plant
 LOCATION: City of McKeesport, Allegheny County

(2-16)			(17-19)		
PA0026913			001		
PERMIT NUMBER			DISCHARGE NUMBER		
MONITORING PERIOD					
YEAR	MO	DAY	TO	YEAR	MO DAY
(20-21)	(22-23)	(24-25)		(26-27)	(28-29) (30-31)

NOTE: Read instructions before completing this form

Parameter (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) (54-61)			(4 Card Only) QUALITY OR CONCENTRATION (38-45) (46-53) (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
Flow	Sample Measurement				*	*	*			
	Permit Requirement	MONITOR AND REPORT			MGD	*	*	*	CONTINUOUS	RECORDED
CBOD-5 Day	Sample Measurement				*					
	Permit Requirement	2398	3645	LB/DY	*	25	38	MG/L	DAILY	24-HOUR COMPOSITE
Suspended Solids	Sample Measurement				*					
	Permit Requirement	2877	4316	LB/DY	*	30	45	MG/L	DAILY	24-HOUR COMPOSITE
Fecal Coliform May 1 to Sep 30 Oct 1 to Apr 30	Sample Measurement	*	*		*					
	Permit Requirement	*	*	*	*	200-2000	1000-10000	#/100ML	DAILY	GRAB
pH	Sample Measurement	*	*							
	Permit Requirement	*	*	*	6.0	*	9.0	S.U.	DAILY	GRAB
Total Residual Chlorine	Sample Measurement	*	*		*					
	Permit Requirement	*	*	*	*	0.5	*	MG/L	DAILY	GRAB
	Sample Measurement	*	*		*	*	*		*	*
	Permit Requirement	*	*	*	*	*	*	*	*	*

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

TYPE OR PRINT

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION. INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 U.S.C. §1001 AND 33 U.S.C. §1319. (Penalties under these statutes may include fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years)

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE

AREA CODE NUMBER

DATE
YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

NOTE: YOUR PERMIT WILL EXPIRE ON APR 30 2012. PLEASE SUBMIT YOUR RENEWAL APPLICATION BY NOV 1 2012.

SERVICE AGREEMENT

This Service Agreement made as of this 3rd day of September 2008, by and among The Municipal Authority of the City of McKeesport (hereinafter referred to as MACM, a body corporate and politic of the Commonwealth of Pennsylvania created and existing under the provisions of the Municipality Authorities Act of 1945, as amended,

AND

City of McKeesport, (hereinafter referred to as "Municipality"), a Municipal Corporation of the Commonwealth of Pennsylvania),

WHEREAS, the MACM was created by the City of McKeesport for the purpose of acquiring, holding, owning, constructing, improving, maintaining and operating sewers, sewer systems or parts thereof and sewage treatment works, including works for the treatment and disposing of industrial waste; and

WHEREAS, the MACM constructed and operates a Sewage Disposal System consisting of a sewage treatment works, required interceptor sewers, pumping stations and all other appurtenances necessary for the collection, transportation, treatment and disposal of the sewage and acceptable industrial waste of the City of McKeesport and its inhabitants and of certain municipalities adjacent to the City of McKeesport and their inhabitants; and

WHEREAS, the MACM is currently collecting, transporting, treating and disposing the sewage and industrial wastes in the Municipality; and

WHEREAS, the Municipality desires to continue engage MACM to provide sewage service for Municipality in accordance with the terms and conditions hereof; and

WHEREAS, From time to time the MACM will make such changes in and additions to the Sewage Disposal System as may be necessary for efficient and economical treatment and disposal of the sewage and to enable the Municipality to comply with any future lawful orders of the Commonwealth of Pennsylvania and/or the United States of America in respect to the treatment and disposal of sewage and acceptable industrial wastes was entering the Sewage Disposal System from the Municipality, and to comply with any other lawful requirement of the Commonwealth, the Federal Government or agencies or having jurisdiction in the matter.

WHEREAS, this Agreement, executed by the Municipality in conformity with the provisions of the December 29, 1949 Agreement with MACM will benefit the Municipality and its residents.

All Bulk Customer
Service Agreements are
the same as this example
with the exception of
Duquesne and Dravosburg
which are included in
packet

NOW, THEREFORE, in consideration of the premises and the understandings of each party to the other, the parties hereto each intending to legally bind itself, its successors and its assigns, covenant and agree as follows:

1. MACM shall:
 - (a) Continue to operate and maintain the Sewage Disposal System at its existing capacity or at such capacity as may be determined from time to time by the Board of Directors of MACM and
 - (b) accept all sewage and wastes of the Municipality which are discharged into MACM's intercepting sewer (subject to the provisions of Paragraphs 2 and 3 of this Agreement), 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; and
 - (c) make such changes in and additions to the Sewage Disposal System as may be necessary to enable MACM and the Municipality to comply with Federal, State, and County of Allegheny laws, rules and regulations in respect of the treatment and disposal of the municipal sewage and wastes which enter MACM's interceptor sewers, and shall if determined by the Board of Directors of MACM at their sole discretion, issue additional revenue bonds for such purpose or purposes; provided, however, that MACM shall have the right to increase its sewage service charges to such extent as will yield the additional revenue needed to meet all bond requirements and operating and other expenses incurred by MACM in the design, construction and operation of such added facilities.

It is understood and agreed that the MACM shall indemnify and save the Municipality harmless from all costs and expenses (except those provided for in this Agreement) liability, claims and demands of any sort arising out of the construction, extension, replacement, operation, maintenance repair or possession of the Sewage Disposal System by MACM. The Municipality shall similarly indemnify and save MACM harmless as to all matters in connection with the Municipality's sewer and sewage collection and conveyance system.

2. The Municipality understands and agrees that the said intercepting sewer is of limited capacity and that therefore this Agreement is limited to handling the Municipality's sanitary sewage only, with no admixture of storm water. The Municipality covenants that they will not connect to MACM intercepting sewer any sewer which discharges storm water from roof drains or other connections or into which flows a surface or sub-surface stream or the acid drainage of a coal mine.

To protect itself against the overloading of its intercepting sewer MACM may, at the Municipality's expense, install and maintain sewages measuring devices to measure the gross volume of sewage emanating from the Municipality and the Municipality shall install and maintain at each of its pumping stations with capacity in excess of 175 gallons per minute, a sewage measuring device of the recording type to which MACM shall have access. If during any quarter year or other billing period, the gross volume of sewage from the Municipality shall exceed 350% of the aggregate quantity of water used by all of the Municipality's water users as hereinafter defined, the Municipality

covenants to pay to MACM, out of the Municipality's current revenues as hereinafter provided, MACM's prevailing rates and charges for handling such excess, in addition to the sewage charges hereafter required to be paid by the Municipality or its residents.

Upon the occurrence of such excessive quantities of sewage from the Municipality due to infiltration or any other cause, or upon the detection in the Municipality's sanitary sewage of storm water, water from streams or acid mine drainage, the Municipality shall take immediate action to locate and eliminate the cause or causes of the violations of this Agreement or to implement such alternate measures as are acceptable to MACM to mitigate or diminish the adverse impacts MACM resulting therefrom.

If the Municipality endeavors to remediate the occurrence of such excessive quantities of sewage from the Municipality due to infiltration, a Corrective Action Agreement may be negotiated. Under the terms of Corrective Action Agreement appended to this Service Agreement, charges for handling excess flows will not be applicable. Successive Corrective Action Agreements may be negotiated on an as needed basis.

3. It is recognized that a portion of the collection system within the Municipality is considered a combined sewer system and is permitted as such. Therefore, that portion of the system which is considered combined shall be permitted the admixture of storm water discharges to the MACM system. Although permitted, the storm water admixture is limited to discharges from roof drains and catch basins. These combined sewer areas are exempt from the terms and conditions defined in Paragraph 2.

4. The Municipality understands and agrees that any sewage or wastes that are discharged from MACM sewers are subject to full compliance with the laws, rules, permits, orders and regulations of MACM, the County of Allegheny, the Commonwealth of Pennsylvania and the United States of America and their respective departments and agencies as may be amended from time to time (hereafter referred to collectively as "Laws").

Under the National Pollutant Discharge Elimination System as is amended from time to time by the Laws, MACM is prohibited from discharging certain types of sewage and wastes. Such types of sewage and wastes are defined and described more fully and specifically in said Laws and are hereafter referred to as "Prohibited Sewage".

Said Laws also prohibit the discharge of certain types of sewage and wastes unless acceptable pretreatment occurs prior to entry into a sewage system. Such types of sewage and wastes are hereafter referred to as "Tolerable if Pretreated". Other types of sewage and wastes require treatment by MACM that is not normally required for Domestic Sewage. "Domestic Sewage" is herein defined as human body waste and waste from toilets and other receptacles intended to receive or retain body wastes including normal household laundry, cleaning, bath and shower wastes. Such other types of sewage and wastes are hereinafter referred to as "Tolerable But Requiring Additional Treatment".

It is understood and agreed that the Municipality may connect to MACM's intercepting sewer any sanitary sewer conveying Domestic Sewage and any other sewage or wastes except for Prohibited Sewage, Tolerable If Pretreated Sewage and Tolerable But Requiring Additional Treatment Sewage.

The Municipality shall not discharge nor permit the discharge into their sewage collection and conveyance system any Prohibited Sewage. Further, the Municipality shall not discharge nor permit the discharge into their sewage collection and conveyance system any Tolerable If Pretreated or Tolerable But Requiring Additional Treatment without first obtaining the written approval of MACM for such a discharge. It is understood and agreed that MACM may as a condition to granting such approval require acceptable pretreatment or the payment of additional service charges.

The Municipality hereby covenants and agrees that they will fully comply with the aforementioned Laws and they will indemnify, defend and hold MACM harmless from any damage, costs, expenses or fees (including but not limited to attorney's fees and engineering fees) arising out of or resulting from any sewage or waste that is conveyed to MACM sewers from the Municipality's sewers.

5. The MACM reserves the right, subject to the approval of the legal agencies having jurisdiction thereover but without consulting or notifying the Municipality or the Municipal Authority, to permit additional municipalities to pump or drain additional sewage or wastes into the Sewage Disposal System for treatment and disposal by MACM. It is understood and agreed that the Municipality has not by these covenants waived or in any way granted approval to such additional municipality or municipalities to use the Municipality's sewage collection and conveyance system and facilities.

The MACM 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 shall be at least as high as those imposed on others.

6. The Municipality covenants and agrees that MACM shall be the sole and exclusive agency, during the entire life of this Agreement, to provide sewage treatment and disposal service to the Municipality and to all its water users therein who or which discharge sewage or wastes into the Municipality's sanitary sewerage system. The Municipality hereby permits and authorizes MACM to impose upon all such water users the sewage service charges hereinafter set forth, and covenants to perform all of the acts and discharge all the duties and obligations imposed upon it by this Agreement.

7. MACM shall, for the services and facilities furnished or to be furnished by it, impose upon and collect from the Municipality or from the owner, tenant or occupant of each lot or parcel of land within the Municipality from which sewage or wastes enter a Municipality sewer and thence reach the Sewage Disposal System (hereinafter sometimes called a "user" or "water user", fees or charges (hereinafter sometimes called "sewage service charges" or "charges"), which shall be based upon the quantity of water used in or upon such lot or parcel as determined by metering.

Except for the additional surcharge rate described previously and except those additional service fees charged to industrial firms under industrial agreements and for Tolerable But Requiring Additional Treatment Sewage, MACM's schedule of sewage service charges shall be uniform throughout the entire service area of the Sewage Disposal System, and shall be so calculated as to yield in the aggregate during each month or quarter year for paying all current administrative,

operating, maintenance and replacement costs and expenses of MACM including reserves therefore, and the interest on and the principal of all outstanding bonds and other obligations as the same become due and payable, and to create such reserves for such purposes as may be required by the resolution authorizing the issuance of its bonds or in the trust indenture securing the same. The schedule shall impose reasonable minimum charges, may include such block rates for metered water users and such charges for flat-rate water users as MACM shall determine, and shall provide extra charges for commercial and industrial wastes which impose an extraordinary burden to the Sewage Disposal System. The schedule shall be subject to adjustment from time to time in such manner as MACM shall deem necessary or proper to insure the collection of adequate revenues to meet its financial requirements.

8. The Municipality shall pay the aggregate amount of all sewage service charges which, under paragraph 9 of this Agreement, would be payable by its water users, in consideration of the performance by MACM of the Municipality's legal duty to refrain from the pollution of the water of the Commonwealth. In such event, the individual charges of each water user shall be computed in the same manner as hereinbefore set forth, but instead of sending individual bills to all water users, all such individual bills shall be totaled and the aggregate amount thereof shall be billed quarterly to the Municipality. The Municipality covenants that so long as such method of payment is in effect it will pay each such quarterly aggregate amount, out of the Municipality's current revenues as hereinafter provided, within sixty (60) days after the date of the bill therefore. There shall be a fifteen (15) day grace period but, in the event payment is not received by then, the Municipality shall be obligated to pay a six percent (6%) late charge of the overdue payment.

The schedule of sewage service charges imposed by MACM and collected during any year shall be so calculated and adjusted as to provide revenues which will be sufficient to pay all current expenses and meet all obligations of MACM during such year. It is understood by the Municipality that not all bills for sewage service charges will be paid promptly, and that some of such bills in an indeterminate amount will become delinquent each year. In considerations of the services rendered by the MACM to the Municipality under the provisions of this Agreement, which will effect compliance by the Municipality with the duty imposed upon it by law to refrain from the pollution of the waters of the Commonwealth, the Municipality agrees to pay to MACM out of the Municipality's current revenues as hereinafter provided, the face amount of all delinquent accounts.

9. All bills for sewage service charges shall be computed on the basis of the quantity of water used, whether the water is furnished by the waterworks system of the Municipality or secured from any other source.

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

- (a) Metered water customers – by applying the MACM schedule of charges then in effect to the quantity of water delivered to each water customer during the preceding quarter year or other metered period, as measured by the most recent water meter reading;
- (b) Flat-rate water customers – by applying the percentage set forth in the MACM schedule of charges 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 MACM schedule of charges then in effect to the quantity of water used as estimated by MACM; provided, however, that if any such water user 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 MACM, the amount payable by such water user shall be based upon the quantity of water used as so measured.

There shall be no free service rendered by the Sewage Disposal System, and the Municipality (or any department, agency or instrumentality thereof) and all public corporations, all charitable or non-profit institutions and all school districts and other political sub-divisions shall pay for the use of the service and facilities thereof in accordance with the established schedule of sewage service charges.

Subject to the rules and regulations of the individual municipality, if any substantial portion of the water used regularly on any lot or parcel of land for commercial, manufacturing or industrial purposes does not enter the Municipality's sanitary sewerage system, the owner, tenant or occupant of such lot or parcel may secure a reduction in the amount of the sewage service charges to be paid by him, subject to the established minimum charges, by installing, at his own expense and subject to such regulations as may be prescribed by MACM, a separate meter or other measuring device approved by MACM 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 owner, tenant or occupant of such lot or parcel.

10. The Municipality agrees that if the schedule of sewage service charges in effect at any time does not, or in the opinion of MACM may not, yield sufficient revenue to meet the MACM financial requirements, or if MACM finds that the schedule has proved to be inequitable, MACM 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 necessary or advisable, but not more than twice in one year.

At least sixty (60) days before any revised sewage service charges shall become effective, MACM shall submit in writing to the Municipality a statement setting forth the new schedule for sewage service charges and the reasons why it was found necessary or advisable 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.

11. MACM 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 Municipality's sewage system of oils, acids and other substances which maybe prohibited under Paragraph 3 hereof or harmful to the MACM sewers, pumping stations or other structures or which may interfere with the sewage treatment processes of the MACM plant, and prohibiting the discharge into any Municipality sanitary sewer of surface or ground water..

The Municipality may, in its own discretion and without let or hindrance from MACM permit the connection with any Municipality sewer that discharges into an MACM

interceptor sewer of any and all premises used wholly as private dwellings, but no permit shall be issued by the Municipality for the connection with any such sewer or 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 MACM.

The Municipality recognizes that the carrying out by MACM of its obligations under this Agreement will enable the Municipality to perform the duty imposed upon it by law to provide for the proper treatment and disposal of its sewage, and the Municipality, therefore, agrees to exercise for the benefit of MACM all rights and powers which it may possess to carry into effect the purpose and intent of this Agreement. The Municipality accordingly agrees, on request of MACM to enact an ordinance incorporating all or designated portions of the MACM rules and regulations and providing appropriate penalties for the violation thereof, to amend such ordinance from time to time as requested by MACM and to enforce the provisions thereof fully and prosecute all violators thereof diligently.

12. This Agreement shall become effective immediately, and shall remain in full force and effect, subject to the provisions of Paragraphs 2 and 3 hereof, until the date of expiration of the legal existence of MACM or until the expiration of one calendar year following the payment in full of all bonds, notes and other obligations of MACM, original and refunding, issued by it to finance the construction, replacement, maintenance and operation of the Sewage Disposal System and additions thereto, whichever date shall be later.

13. This Agreement shall supersede and replace the Agreement dated December 29, 1949 by and between MACM and the Municipality.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and their respective corporate seals to be thereto affixed and attested as of the date first above written.

[Seal]

MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT

Attest:

David A. Demchak
Secretary

By Beggs John Zangher
Chairman

[Seal]

CITY OF MCKEESPORT

Attest:

Patricia Williams
Secretary

By James R. Brewster
Chairman
MAYOR

CORRECTIVE ACTION AGREEMENT

This Corrective Action Agreement made as of this _____ day of _____ 2008, by and among The Municipal Authority of the City of McKeesport (hereinafter referred to as MACM, a body corporate and politic of the Commonwealth of Pennsylvania created and existing under the provisions of the Municipality Authorities Act of 1945, as amended,

AND

City of McKeesport (hereinafter referred to as "Municipality"), a Municipal Corporation of the Commonwealth of Pennsylvania),

WHEREAS, MACM owns and operates a sewage conveyance and treatment system (the "MACM System"); and

WHEREAS, the Municipality owns and operates a sewage collection and conveyance system serving customers located in City of McKeesport, PA and

WHEREAS, MACM and the Municipality are parties to an Agreement, dated as of _____ (the "Service Agreement") providing for, among other things, the discharge of sewage from the Municipality into the MACM System for treatment and disposal; and

WHEREAS, the average daily flow of sewage discharged from the Municipality into the MACM System has exceeded and continues to exceed the excess infiltration and inflow discharge limit set forth in the Service Agreement; and

WHEREAS, the inordinate volume of discharge from the Municipality into the MACM System is due to the infiltration and inflow; and

WHEREAS, in accordance with the provisions of the Service Agreement and MACM's schedule of rates and charges, MACM may impose a surcharge for all excessive discharges from the Municipality into the MACM System; and

WHEREAS, the Municipality has agreed to complete the Sewer Maintenance Program and the schedule for completion of the tasks identified within said Sewer Maintenance Program are required to be completed by last day of December 2017, these items being agreed to through the endorsement of the McKeesport Area Act 537 Plan; and

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

1. For and during the Remedial Period, MACM will suspend the Municipality's obligation to pay the Surcharge Rate. The term "Remedial Period" is herein defined to mean the period beginning on the date of execution of this agreement and ending on the last day of December 2017, said date corresponding to the end of the ten (10) year period from the

Pennsylvania Department of Environmental Protection (PADEP) approval of the McKeesport Area Act 537 Plan for completion of the Sewer Maintenance Program, or if earlier, the date of the completion of all work specified under the Sewer Maintenance Program, or the date on which MACM delivers to the Municipality notice that an Event of Default (as such term is hereinafter defined) has occurred and is continuing.

2. For and during the Remedial Period, the Municipality will provide the MACM with an annual report and certification, prepared by their Consulting Engineer, of the work completed under the Sewer Maintenance Program. The report and certification will be submitted to the MACM by February 15 of each year.
3. "Default" or "Event of Default" is herein defined to mean any failure by the Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed if such failure or breach continues for a period of 30 days after written notice thereof shall have been given to the Municipality by MACM, unless MACM shall agree in writing to an extension of such time prior to its expiration.
4. Whenever a Default of Event of Default occurs and its continuing, MACM shall have right to discontinue its suspension of the Surcharge Rate and may take whatever action at law or in equity may appear necessary or desirable to collect the Surcharge Rate and to enforce performance and observance of any obligation, agreement or covenant of the Municipality under this Agreement or the Service Agreement.
5. Notices, documents, information and legal process to be delivered to or served upon any party hereto shall be deemed to have been duly delivered or served when delivered in written form by hand or a recognized overnight delivery service or three days after posting by registered mail or certified mail with return receipt requested, to the applicable parties hereto as follows:

If to MACM: Municipal Authority of the City of McKeesport
 100 Atlantic Avenue
 McKeesport, PA 15132
 Attention: Executive Director

If to Municipality: City of McKeesport
 502 Fifth Avenue
 McKeesport, PA 15132

6. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.
7. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally. Any such change, waiver, discharge or termination may be effected only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent certain matters may be governed as a matter of law by federal law. If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein.

9. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default under this Agreement shall impair any such right, power or remedy of such party, nor shall it be a waiver of such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent in such writing specifically set forth. All rights and remedies, either under this Agreement or by law or otherwise afforded to a party, shall be cumulative.

10. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such executed counterpart.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and their respective corporate seals to be thereto affixed and attested as of the date first above written.

[Seal]

MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT

Attest:

David L. Demchak
Secretary

By [Signature]
Chairman

[Seal]

CITY OF MCKEESPORT

Attest:
Patricia Williams
Secretary

By [Signature]
Chairman
MAYOR

SALE AND PURCHASE AGREEMENT
FOR THE CITY OF DUQUESNE SANITARY SEWER SYSTEM

between

THE CITY OF DUQUESNE

and

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT

THIS Agreement is made and entered into this 29th day of October, 2010, by and between THE CITY OF DUQUESNE, a City of the Third Class, created and existing pursuant to the laws of the Commonwealth of Pennsylvania with its principal place of business located at 12 South Second Street, Duquesne, Allegheny County, Pennsylvania 15110 (hereinafter referred to as "the City")

A
N
D

The Municipal Authority of the City of McKeesport (hereinafter referred to as "MACM").

WHEREAS, MACM is interested in purchasing the City's Sanitary Sewer System as defined herein, and is otherwise engaged in the business of sewage treatment and currently serves certain communities in the City of McKeesport, White Oak Borough, Port Vue Borough, Liberty Borough, Lincoln Borough, East McKeesport, Borough, Elizabeth Township, Glassport Borough, Versailles Borough, and North Versailles Township; and,

WHEREAS, MACM is able to provide and maintain sewage treatment services to residents of the City of Duquesne and is currently in the business of sewage treatment and providing treatment and related services to customers in bulk;

WHEREAS, the City operates and maintains a sanitary sewer treatment system in the City, and desires to sell its system, including, but not limited to, the treatment plant, sanitary sewer lines, combined sewers, regulators, manholes, catch basins and related infrastructure (hereinafter referred to as the "System");

WHEREAS, MACM is willing and able to be the exclusive sanitary sewer treatment operator for the City of Duquesne and to acquire the System upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the reciprocal obligations of the parties hereto and as hereinafter set forth, and the rates, rents, and charges as hereinafter provided for, the parties hereto, each respectively intending to be legally bound hereby, do covenant and agree as follows:

SECTION 1 – PURCHASE PRICE

The City, for and in consideration of the true sum of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00), agrees to sell to MACM the City's Sanitary Sewer Treatment System as defined herein.

SECTION 2 – DEFINITIONS

The following words and phrases when used in this Agreement shall have the meanings given to them in this section unless the context clearly indicates otherwise.

- A. Sanitary Sewer System or "System" – Treatment plant, sanitary sewer lines, combined sewers, regulators, manholes, catch basins, and related infrastructure owned and operated by the City of Duquesne. The system does not include the City's storm sewers. In the event that a combined sewer line is separated then the resulting storm sewer shall be the property and responsibility of the City.

- B. Date of Execution – shall refer to the date when the last party executed the within Agreement.
- C. D.E.P. – shall refer to the Pennsylvania Department of Environmental Protection.
- D. Fiscal Year – shall mean the period commencing January 1st and ending December 31st of any calendar year.
- E. Date of Closing-shall refer to a date mutually agreed by the parties which shall occur on or before October 29, 2010, the last business date in the month of October.

SECTION 3-PROPERTY TO BE SOLD

3.1 The City shall convey to MACM the real property located on North Duquesne Boulevard, Duquesne, PA., which includes the sanitary sewer plant which shall be conveyed by special warranty deed on the Date of Closing. This property shall be conveyed free and clear of all liens and encumbrances, including the encumbrance, if any, created by any debt of the Duquesne Sanitary Authority bond issue.

3.2 The City shall also convey title to the sanitary sewer infrastructure on the Date of Closing as defined in Section 1 above.

3.3 Upon completion of the City's project with the US Army Corp of Engineers, which includes the construction of certain combined sewer overflow facilities, ownership of said facilities will be conveyed to MACM at no additional cost.

SECTION 4 -- CLOSING DATE

4.1 The City and MACM hereby covenant and agree that the closing on the sale of the System shall occur no later than November 8, 2010. In this regard, the respective parties

recognize and agree that the material aspects of this Agreement have been developed based upon the nature and extent of the System and federal and state law in effect as of the date of closing.

4.2 MACM shall be responsible for compliance with all local, state and federal requirements relating to the operation of the System and the care and maintenance of the infrastructure relating to the System.

SECTION 5 –BILLING SCHEDULE, RATES AND FEES

5.1 The initial rate to be imposed upon the signing of the Agreement shall be set at \$5.75 per 1000 gallons. This price shall be fixed through January 1, 2013. It is specifically understood by the parties that any rate increase would become effective only on January 1st of any fiscal year. MACM must announce any rate increase by November 1st of the preceding year.

5.2 If the MACM should request that the City shut off water service to a resident or business of the City for non-payment of sewage rates, MACM shall pay a \$10.00 shut off fee to the City for each request.

5.3 If the MACM should request that the City turn on water service to a resident or business that previously had the water turned off for non-payment of sewage rates, MACM shall pay a \$10.00 turn on fee to the City for each request.

5.4 MACM shall bill residents on or about December 8, 2010 for October consumption and shall reimburse the City for consumption through October 25, 2010. These proceeds shall be paid to the City within 30 days of receipt of payment by City residents. The City shall provide a drop box at the Treasurer's office in City Hall for bill payment drop off by City residents and MACM shall be responsible for pick up of all drop box payments.

5.5 The City of Duquesne shall turn over all current and delinquent accounts to MACM as of October 25, 2010 for billing purposes. MACM shall be responsible for the collection of all such accounts and shall forward receipts for all consumption prior to October 25, 2010 to the City within 6 months of closing.

5.6. The City agrees to provide consumption reports to MACM free of charge on a monthly basis in electronic form. These reports shall be sent electronically to MACM's designated staff member.

SECTION 6 – RESPONSIBILITIES OF PURCHASER

6.1 MACM will be required to maintain primary and backup operators at the sewer plant responsible for the day-to-day operation of the City's System.

6.2 MACM shall obtain any and all Pennsylvania Department of Environmental Protection permits required for the treatment of sanitary sewage.

6.3 The City agrees to waive City occupancy permit fees relating to work performed by MACM on the sanitary sewer system.

6.4 MACM shall indemnify and hold harmless the City for any fines, penalties or assessments levied against the City by the Department of Environmental Resources, the Environmental Protection Agency and any other federal, state, or local agency or governmental body or for any consequential damages incurred as a result of MACM's failure to comply with regulations, laws, or standards for the treatment of sanitary sewage or related responsibilities.

SECTION 7 – REASONABLE DILIGENCE TO PROVIDE SERVICE

Should MACM's ability to treat sanitary sewage be compromised for any reason, MACM shall take immediate steps to remedy the cause or causes of deficiency. MACM covenants and agrees that it will use all reasonable diligence to provide consistent, uninterrupted sanitary treatment services to the City. The parties hereto covenant and agree each of them shall be prompt and diligent in removing and overcoming the causes of such interruptions, but nothing herein contained shall be construed as permitting MACM to refuse to provide treatment services to the City after the cause of the interruption has been removed. In the event of impaired or defective service, MACM shall immediately give notice to the office of the City Manager by telephone or otherwise confirming such notice in writing as soon as thereafter practicable.

During emergency situations, which affect the overall system capacity of the System, it is agreed that MACM will make every effort to continue to service the City and that no discrimination with respect to distribution of any reduced system capacity will be practiced.

SECTION 8 – DISPUTES

In the event of the breach of the Agreement by either party, the non-breaching party may pursue any appropriate remedy at law or in equity in the Court of Common Pleas of Allegheny County, Pennsylvania.

SECTION 9 – ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the respective successors or assigns thereof. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to any person, firm, corporation, or association other than the parties hereto, any right, remedy or claim, under or by reason of the Agreement or any covenant, condition or stipulation thereof; and this Agreement and the

covenants, conditions and stipulations set forth herein are and shall be for the sole and exclusive benefit of the parties hereto, their respective successors and assigns. None of the parties hereto shall assign or sublet this Agreement or any of its rights hereunder without the prior written consent of all the parties hereto.

SECTION 10 – SEVERABILITY

If any sentence, clause, section, or part of this contract is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this contract. It is hereby declared as the intent of the parties that this contract would have been adopted had such unconstitutional, illegal or invalid clause, section or part thereof not been included herein.

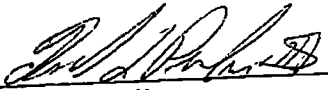
SECTION 11 – ENTIRE AGREEMENT

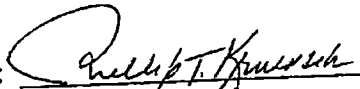
The parties hereto hereby covenant and agree that this Agreement constitutes the entire Agreement between the parties hereto and that no amendment or modification hereof shall be made unless agreed to by both of the parties hereto and committed to writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, MACM has caused this Agreement to be signed and executed by its Chairman attested to by its Secretary, and the corporate seal to be hereunto affixed and the City has caused this instrument to be executed by its proper officers, and its seal to be hereunto affixed, all the day and year first above written.

ATTEST:

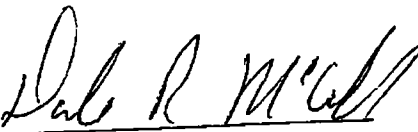
CITY OF DUQUESNE

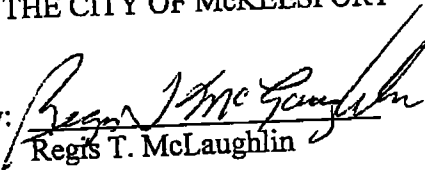

Frank Piccolino
City Manager

By:  11-6-10
Philip T. Krivacek Date
Mayor

ATTEST:

THE MUNICIPAL AUTHORITY OF
THE CITY OF McKEESPORT


Dale R. McCall
Secretary

By:  10/29/10
Regis T. McLaughlin Date
Chairman

SALE AND PURCHASE AGREEMENT
FOR THE BOROUGH OF DRAVOSBURG SANITARY SEWER SYSTEM

This Sale and Purchase Agreement for the Borough of Dravosburg Sanitary Sewer System made as of this 28th day of December 2010, by and among The Municipal Authority of the City of McKeesport (hereinafter referred to as MACM, a body corporate and politic of the Commonwealth of Pennsylvania created and existing under the provisions of the Municipality Authorities Act of 1945, as amended,

AND

The Borough of Dravosburg (hereinafter referred to as "Borough"), a Municipal Corporation of the Commonwealth of Pennsylvania),

Whereas the MACM is interested in purchasing the sanitary sewer system as defined herein and is otherwise engaged in the business of sewage treatment; and,

Whereas the MACM is able to provide and maintain sewage treatment services to residents of the Borough and is currently in the business of sewage treatment and related services; and,

Whereas the Borough operates and maintains a sanitary sewer treatment system in the Borough, and desires to sell its system, including but not limited to the treatment plant, infrastructure including pipes, manholes and related infrastructure herein after referred to as "the system"; and,

Whereas the MACM is willing and able to be the exclusive sanitary sewer treatment operator for the Borough and to acquire the system upon the terms and conditions as hereinafter set forth.

Now, Therefore, with the intent to be legally bound hereby, the parties agree to the following:

1. As of January 1, 2011, the Borough shall transfer and convey, and does herein transfer and convey, to the MACM, all of its rights, title and interest in the Dravosburg Sanitary Sewer System and Wastewater Treatment Plant currently owned and operated by the Borough, including a 2000 Ford 350 1 Ton Dump Truck, and, from and after January 1, 2011, the MACM will own, operate and maintain the Dravosburg Sanitary Sewer System and Wastewater Treatment Plant currently operated and owned by the Borough pursuant to the terms set forth in this Agreement.
2. The Borough and the MACM have mutually agreed on the current value of and compensation to be paid for the Dravosburg Sanitary Sewer System and Wastewater Treatment Plant which shall be three hundred thirty thousand dollars (\$330,000.00). Said compensation shall be paid as follows; when all of the terms and conditions defined herein have been satisfied the initial payment of one hundred eighty thousand dollars (\$180,000.00) will be made; the second payment of seventy five thousand dollars (\$75,000.00) will be made on January 1, 2012; the third of seventy five thousand dollars (\$75,000.00) will be made on January 1, 2013.

3. Proceeds from this transaction will be utilized by the Borough to pay the balance of their existing Pennvest Loan in order to provide the MACM with unencumbered ownership of the Sanitary Sewer System and Wastewater Treatment Plant.
4. The Borough shall execute all deeds, easement agreements or other legal documents at the sole expense of the Borough for the transfer of any property rights and necessary municipal lien rights in connection with this Agreement. Said documents shall be subject to the review and approval of the MACM Solicitor.
5. Funds within Borough sewer revenue accounts on December 31, 2010 will remain the funds of the Borough. Additionally, the Borough shall be able to bill its customers for all sewage usage through December 31, 2010, and retain all amounts collected based on such billing.
6. The Borough will maintain, retain and be responsible for collection of delinquent sewer accounts and property liens from delinquent accounts that exist on December 31, 2010, and thereafter, and such amounts collected shall remain the property of the Borough. The MACM will fully cooperate and assist the Borough in its lawful collection efforts. To the extent legally permissible, the MACM will cooperate in the request to shut-off water service by Pennsylvania-American Water Company to customers of the Borough who owe delinquent sewage charges to the Borough. The Borough will reimburse the MACM for all costs incurred in the assistance provided and described herein.
7. From and after January 1, 2011, the Borough shall retain ownership and maintenance responsibilities for the separate storm sewers and appurtenances. Should combined sewers be separated into separate sanitary and storm sewers, the Borough will retain ownership and maintenance responsibility for the separate storm sewers and appurtenances and the MACM shall thereafter assume ownership and maintenance responsibility for the sanitary sewers and appurtenances
8. As work on the collection and conveyance system will at times require occupancy permits from the Borough, fees for said permits will be waived.
9. The Borough will following execution of this agreement and on or before December 31, 2010, provide the MACM with a release or extinguishment of the following Consent Decrees: 1) dated July 16, 1964 and entered by the Court of Common Pleas of Allegheny County, PA, at No. 2356 July term 1964, and 2) dated March 5, 1985 entered by the Court of Common Pleas of Allegheny County, PA, at No. 78-26130, between the Dravosburg Housing Association and the Dravosburg Sanitary Authority.
10. The Borough will following execution of this agreement and on or before December 31, 2010, provide the MACM with a release from the Pennsylvania-American Water Company from the Borough's current billing and collection agreement. Said release must allow the MACM to undertake billing and collection activities as they see fit without limitation.

11. For the period beginning January 1, 2011 through December 31, 2012, sewage rates to customers within the Borough system shall be no more than \$18.00 for the first 2,000 gallons per month and \$8.00 for each subsequent 1,000 gallons or portion thereof per month, rates being based on water consumption.
12. To the extent that land, and all real property attended thereto, on which the current Dravosburg Sewage Treatment Plant is situate is no longer needed or used by MACM as a Sewage Treatment Plant or Sewage Pump Station, then the MACM shall demolish the existing facilities and convey the vacant land to the Borough for consideration of one dollar (\$1). For the purposes of this paragraph, demolition shall be defined as removal of structures to within two feet (2') of the surface, fill voids (i.e. process tanks, wet well, vaults, etc.) and cover with soil and seed to ground level. Any Deed of Conveyance to be executed and conveyed by the Borough to MACM under this paragraph, or paragraph 4 above, shall contain a reversionary clause in favor of the Borough if such Sewage Treatment Plant is no longer used by MACM as a Sewage Treatment Plant or Sewage Pump Station.
13. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
14. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.
15. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein.
16. This Agreement shall remain in full force and effect unless and until terminated under and pursuant to the terms of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such party hereafter to enforce the same, nor shall the waiver of any breach of any provision hereof be construed as a waiver of any breach of any subsequent default of the same or similar nature, nor shall it be construed as a waiver of strict performance of any other obligations herein.
17. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. Likewise, the failure of any party to meet its obligations under any one or more of the paragraphs herein, with the exception of the satisfaction of the conditions precedent, shall in no way avoid or alter the remaining obligations of the parties.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and their respective corporate seals to be thereto affixed and attested as of the date first above written.

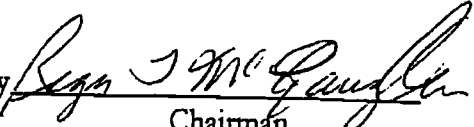
[Seal]

Attest:



Secretary


MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT

By 

Chairman

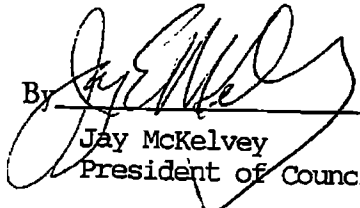
[Seal]

Attest:



Brenda Honick
Secretary

BOROUGH OF
DRAVOSBURG

By 

Jay McKelvey
President of Council

MACM
MUNICIPAL AUTHORITY OF
THE CITY OF MCKEESPORT
2016 BUDGET

MACM

TABLE 1

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT COMPARISON OF PROJECTED REVENUE FOR THE YEAR ENDING DECEMBER 31, 2015 WITH THE REVENUES IN THE PROPOSED 2016 BUDGET

ACCOUNTS	PROJECTED 2015 REVENUES	\$.10 Rate Inc 2016 BUDGET	INCREASE (DECREASE) 2015 Vs 2016
OPERATING REVENUES			
City of McKeesport	6,699 \$	5,960,635 \$	6,005,000 \$ 44,365
Versailles Borough	601 \$	312,040 \$	316,000 \$ 3,960
Elizabeth Township	1,349 \$	472,727 \$	479,000 \$ 6,273
Elizabeth Township(Buena Vista Surcharge)	N/A \$	-	1,400,000 \$ 1,400,000
Liberty(Includes Glassport & Lincoln)	1,196 \$	465,829 \$	472,000 \$ 6,171
North Versailles Township	2,925 \$	1,327,512 \$	1,344,000 \$ 16,488
Port Vue Borough	1,696 \$	637,117 \$	645,000 \$ 7,883
White Oak Borough	3,116 \$	1,469,962 \$	1,488,000 \$ 18,038
East McKeesport Borough	237 \$	93,968 \$	95,000 \$ 1,032
Duquesne	1,893 \$	1,280,061 \$	1,446,000 \$ 165,939
Dravosburg	608 \$	408,755 \$	461,000 \$ 52,245
Subtotal Operating Revenues	20,320 \$	12,428,606 \$	14,151,000 \$ 1,722,394
NON-OPERATING REVENUES			
Billing Delinquency Fees	\$	402,700 \$	400,000 \$ (2,700)
Interest Income	\$	750 \$	750 \$ -
Capitalized Bond Interest	\$	232,137 \$	396,384 \$ 164,247
Miscellaneous	\$	172,324 \$	172,000 \$ (324)
Transfer of Funds	\$	-	-
Subtotal Non-Operating Revenues	\$	807,911 \$	969,134 \$ 161,223
TOTALS	\$	13,236,517 \$	15,120,134 \$ 1,883,617
		13,720,134	483,617

MACM

TABLE 2

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT COMPARISON OF PROJECTED OPERATING EXPENSES FOR THE YEAR ENDING DECEMBER 31, 2015 WITH THE OPERATING EXPENSES IN THE PROPOSED 2016 EXPENSE BUDGET

	ESTIMATED ANNUAL 2015 COSTS	2016 BUDGET
OPERATIONS		
Wages(500.1)	\$ 1,378,302	\$ 1,416,000
Chemicals(525.1)	\$ 62,196	\$ 75,000
Electrical Power(520.1)	\$ 673,160	\$ 800,000
Gas(520.2)	\$ 31,121	\$ 35,000
Water (520.3)	\$ 19,664	\$ 20,000
Lab Supplies(526.1)	\$ 91,269	\$ 42,000
Uniforms(536.1)	\$ 7,565	\$ 8,000
Sludge Hauling(532.1)	\$ 183,859	\$ 235,000
WWTP Maintenance & Repairs(531.1)	\$ 83,249	\$ 100,000
Collection System(531.15)	\$ 2,116,182	\$ 2,242,000
Vehicles(530.1)	\$ 29,911	\$ 40,000
Travel & Education(562.1)	\$ 12,447	\$ 13,000
Vehicle Purchase and/or Payments(581.1)	\$ 6,580	\$ 16,000
Lab Analysis(581.2)	\$ 19,821	\$ 20,000
Computers(535.1)	\$ 15,697	\$ 21,000
Safety Program(528.1)	\$ 18,580	\$ 12,000
CSO Plan Implementation(580.3)	\$ 91,011	\$ 100,000
Miscellaneous(539.1)	\$ 20,854	\$ 20,000
Subtotal Operation	\$ 4,861,468	\$ 5,215,000
ADMINISTRATION		
Wages(550.1)	\$ 237,208	\$ 259,000
Telephone(557.1)	38,893	\$ 40,000
Professional Services(572)	280,116	\$ 300,000
Property/Casualty/Liability Insurance(511.1)	78,293	\$ 80,000
Social Security Tax(501.1)	122,337	\$ 126,000
Office Supplies(555.1)	29,600	\$ 8,000
Health & Life Insurance(510.1)	492,153	\$ 518,000
Pension Fund(553.1)	248,136	\$ 288,000
Capital Projects Allocation(529.1)	33,376	\$ 50,000
Subtotal Administration	\$ 1,560,112	\$ 1,689,000
TOTAL OPERATING EXPENSE	\$ 6,421,580	\$ 6,884,000
DEBT SERVICE REQUIREMENTS		
Pennvest Loans	\$ 977,423	\$ 977,423
2009 Series Bond	703,121	706,559
2010 Series Bond	688,161	692,661
2011 Series Bond	2,005,331	2,006,481
2012 Series Bond	373,764	376,220
2012-B Series Bond	161,398	161,348
2013 Series Bond	548,600	548,600
2014 Series Bond	301,838	301,238
Bond Fund Management Fees	25,000	25,000
Subtotal Debt Service	\$ 5,784,636	\$ 5,795,530
TOTAL ANNUAL EXPENSES	\$ 12,206,216	\$ 12,679,530

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TABLE 3

**THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
OPERATING EXPENSES BUDGET FOR THE SEWAGE DISPOSAL SYSTEM
FOR THE FISCAL YEAR JANUARY 1, 2016 - DECEMBER 31, 2016**

	ESTIMATED 2015 COSTS	2016 BUDGET
OPERATIONS		
Wages(500.2)	\$ 509,783	\$ 538,000
Uniforms(536.2)	\$ 2,942	\$ 3,000
Sludge Hauling(532.2)	\$ 9,677	\$ 15,000
Col. Sys. Maintenance & Repairs(531.15)	\$ 120,324	\$ 125,000
Vehicles(530.2)	\$ 60,729	\$ 80,000
Travel & Education(562.2)	\$ 12,447	\$ 13,000
Vehicle Purchase and/or Payments(581.2)	\$ 186,635	\$ 200,000
Computers(535.2)	\$ 15,697	\$ 21,000
Miscellaneous(539.1)	\$ 8,822	\$ 10,000
<i>Subtotal Operations</i>	\$ 927,056	\$ 1,005,000
ADMINISTRATION		
Wages(550.1)	\$ 440,529	\$ 375,000
Billing and Collection(559.1)	\$ 158,208	\$ 160,000
Property/Casualty/Liability Insurance(511.2)	\$ 45,982	\$ 50,000
Social Security Tax(501.2)	\$ 68,815	\$ 69,000
Health and Life Insurance(510.2)	\$ 242,404	\$ 310,000
Pension Fund(553.2)	\$ 165,424	\$ 173,000
Capital Projects Allocation(529.2)	\$ 67,764	\$ 100,000
<i>Subtotal Administration</i>	\$ 1,189,126	\$ 1,237,000
TOTAL OPERATING EXPENSES	\$ 2,116,182	\$ 2,242,000

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TABLE 4

THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
PROJECTED REVENUES AND EXPENSES FOR YEAR ENDING
DECEMBER 31,2015 AND PROPOSED 2016 BUDGET

	2015 PROJECTIONS	\$.10 Rate Inc 2016 Budget
OPERATING REVENUES		
City of McKeesport	\$ 5,960,635	\$ 6,005,000
Versailles Borough	\$ 312,040	\$ 316,000
Elizabeth Township	\$ 472,727	\$ 479,000
Elizabeth Township(Buena Vista Surcharge)	\$ -	\$ 1,400,000
Liberty(Includes Glassport & Lincoln)	\$ 465,829	\$ 472,000
North Versailles Township	\$ 1,327,512	\$ 1,344,000
Port Vue Borough	\$ 637,117	\$ 645,000
White Oak Borough	\$ 1,469,962	\$ 1,488,000
East McKeesport Borough	\$ 93,968	\$ 95,000
Duquesne	\$ 1,280,061	\$ 1,446,000
Dravosburg	\$ 408,755	\$ 461,000
Subtotal Operating Revenues	\$ 12,428,606	\$ 14,151,000
NON-OPERATING REVENUES		
Billing Delinquency Fees	\$ 402,700	\$ 400,000
Income from Investments	\$ 750	\$ 750
Capitalized Bond Interest	\$ 232,137	\$ 396,384
Miscellaneous	\$ 172,324	\$ 172,000
Transfer of Funds	\$ -	\$ -
Subtotal Non-Operating Revenues	\$ 807,911	\$ 969,134
GROSS REVENUES	\$ 13,236,517	\$ 15,120,134
OPERATING EXPENSES		
MACM Operations	\$ 4,861,468	\$ 5,215,000
Administration	\$ 1,560,112	\$ 1,669,000
TOTAL OPERATING EXPENSES	\$ 6,421,580	\$ 6,884,000
NET REVENUES	\$ 6,814,937	\$ 8,236,134
DEBT SERVICE REQUIREMENTS		
Penn Vest Loans	\$ 977,423	\$ 977,423
2009 Series Bond	703,121	706,559
2010 Series Bond	688,161	692,661
2011 Series Bond	2,005,331	2,006,481
2012 Series Bond	373,764	376,220
2012-B Series Bond	161,398	161,348
2013 Series Bond	548,600	548,600
2014 Series Bond	301,838	301,238
Bond Fund Management Fees	25,000	25,000
Total Debt Service Requirement	\$ 5,784,636	\$ 5,795,530
SURPLUS(DEFICIT)	\$ 1,030,301	\$ 2,440,604
Intergovernmental Agreement Fee	\$ 1,030,301	\$ 1,040,604
SURPLUS(DEFICIT)	\$ -	\$ 1,400,000