

**BOROUGH OF HARRISVILLE  
BUTLER COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1**

**AN ORDINANCE OF THE BOROUGH OF HARRISVILLE,  
BUTLER COUNTY, PENNSYLVANIA, AUTHORIZING  
THE ADOPTION OF WASTEWATER TREATMENT  
SERVICE AGREEMENTS WITH THE BOROUGH OF  
GROVE CITY AND PINE TOWNSHIP, SPRINGFIELD  
TOWNSHIP, LIBERTY TOWNSHIP, AND MERCER  
TOWNSHIP.**

***WITNESSETH:***

WHEREAS, Grove City Borough operates a Wastewater Treatment Plant for the benefit of the citizens of Grove City Borough and for surrounding communities; and

WHEREAS, Harrisville is desirous of entering into Wastewater Treatment Service Agreements with Grove City allowing for the treatment of sewage generated within Harrisville Borough; and

WHEREAS, Harrisville Borough hereby adopts this Ordinance authorizing execution of the said Wastewater Treatment Service Agreements.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harrisville as to the following:

**SECTION ONE**  
**EXECUTION OF AGREEMENTS**

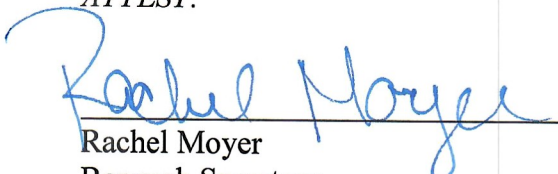
Pursuant to the adoption of this Ordinance, Harrisville Borough is hereby authorized to enter into Wastewater Treatment Service Agreements with Grove City Borough, which is attached hereto.

**SECTION TWO**  
**AUTHORIZATION**

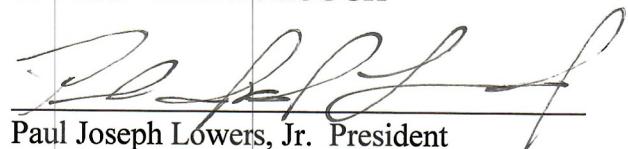
This Ordinance hereby authorizes Harrisville Borough Council to enter into the revised Wastewater Treatment Service Agreements, which Agreements shall then be valid upon the execution of the revised Wastewater Treatment Service Agreements by the President of Harrisville Borough Council and the governing bodies of the other respective municipalities.

THE BOROUGH COUNCIL OF HARRISVILLE ORDAINS AND ENACTS THIS ORDINANCE AND IT IS HEREBY ORDAINED AND ENACTED INTO LAW BY THE GROVE CITY BOROUGH COUNCIL THIS 7 DAY OF November, 2016.

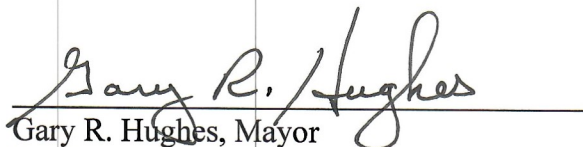
ATTEST:

  
Rachel Moyer  
Borough Secretary

HARRISVILLE BOROUGH

  
Paul Joseph Lowers, Jr. President  
Harrisville Borough Council

This Ordinance is approved this 7 day of November, 2016.

  
Gary R. Hughes, Mayor  
Harrisville Borough

Ordinance 1 of 2016

**WASTEWATER TREATMENT  
SERVICE AGREEMENT**

This Agreement is made and entered into this 7 day of November 2016, by and between:

**THE BOROUGH OF GROVE CITY**, a municipal entity organized under the laws of the Commonwealth of Pennsylvania, party of the first part, hereinafter referred to as "Grove City,"

***A N D***

**THE BOROUGH OF HARRISVILLE**, a municipal entity organized under the laws of the Commonwealth of Pennsylvania, party of the second part, hereinafter referred to as the "Municipality".

***WITNESSETH:***

WHEREAS, the Borough of Grove City owns and operates a wastewater treatment system including a plant for the treatment of wastewater; and

WHEREAS, the Municipality has been directing its sanitary sewage flow for treatment to the said wastewater treatment plant operated by the Borough of Grove City in accord with a Wastewater Treatment Service Agreement previously entered into between the parties; and

WHEREAS, Grove City's wastewater treatment facility currently has adequate capacity to accept and treat wastewater generated from surrounding municipalities including this Municipality up to the capacity previously allocated to this Municipality in the prior Wastewater Treatment Service Agreement, which, despite any language to the contrary herein, the parties hereto agree that said capacity allocated to this Municipality shall remain in full force and effect; and

WHEREAS, it is the intent of Grove City and the Municipality to repeal the prior Wastewater Treatment Service Agreement, to incur significant costs for the rehabilitation of the wastewater treatment plant, and to enter into this Agreement to set forth the terms and conditions for the treatment of wastewater generated by the Municipality at the Grove City treatment facility; and

WHEREAS, pursuant to provisions of the laws of the Commonwealth of Pennsylvania, the parties hereto are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, to be fully kept and performed by the respective parties hereto, their successors and assigns, it is agreed by and between the parties as follows:

**ARTICLE I**  
**PROVISIONS FOR CONNECTIONS**

A. Grove City agrees to accept for treatment and the Municipality agrees to deliver for treatment all wastewater generated from the Municipality's sanitary sewage collection system and future extensions thereof up to a peak of 450,000 gallons per day and 180,000 gallons per day average flow. Peak flow as set forth herein is defined as the maximum rate of discharge by the Municipality as averaged over any one (1) hour within a 24-hour period. Average flow as set forth herein is defined as the Municipality's total annual flow divided by 365 days. In no event shall the Municipality's ratio of the maximum of three (3) month average daily flow to their average annual daily flow exceed that which would be anticipated using standard engineering practices. If for any reason the wastewater treatment plant cannot accept any of the Municipality's reserved capacity as set forth herein, all municipalities who participate in the use of the said wastewater treatment plant shall have their reserved capacity proportionally

curtailed unless and until the wastewater treatment plant is expanded upon consent of all municipalities who are users thereof, which consent shall not be unreasonably withheld; provided further, Grove City shall have no financial liability to the other municipalities as a result of such curtailment.

B. All residential, institutional, commercial and industrial connections to the Municipality's sewers will be made in accordance with the requirements and limitations of Grove City's present or future ordinances regulating connections within Grove City. In particular, these ordinances are and will be concerned with, among other matters, limitations on the type of water discharged and the exclusion of surface water and ground water from the sewers. The Municipality will, upon its own initiative, or upon the recommendation of Grove City relating to the issue of regulating connections, adopt ordinances and resolutions not in conflict with those ordinances and resolutions passed by Grove City with the exception that this provision shall not apply to any rate ordinances or resolutions. This provision is intended to and does limit only the connection to and by customers to the sanitary sewer system and does not regulate any other matters including, but not limited to, rate ordinances or resolutions as is previously referenced.

C. The Municipality agrees, at its expense, to monitor and prohibit the discharge of any toxic or incompatible residential, institutional, commercial or industrial waste generated within the Municipality service area into the Grove City wastewater treatment facility unless such waste is properly pretreated in accordance with present and/or future State or Federal pretreatment regulations and the consent of Grove City and/or any other appropriate governmental agency is obtained in writing prior to the discharge of said waste into the sanitary sewage collection system.

D. The Municipality hereby agrees to provide Grove City at least ninety (90) days notice of introduction of any toxic, incompatible or significant industrial waste prior to discharge into the sanitary sewage collection system; provided further, that said discharge shall not occur if Grove City gives the Municipality written notice that said discharge is in violation of its ordinances or State and Federal laws or regulations.

E. Upon the request of Grove City, the Municipality shall, at its expense, submit to Grove City a reasonable number, depending upon the nature and purpose of the request by Grove City, of certified laboratory analyses of wastewater samples taken from wastewater generated within the Municipality service area; provided further, that any such test performed by Grove City within its own municipal boundaries shall not be considered part of the total cost of Grove City's wastewater treatment plant operation as set forth in the formula hereafter in Article II, Section F.

F. Upon connection being made to the Municipality's sanitary sewage collection system by an appropriate person or entity therein, the said person or entity shall not thereafter disconnect from said system without the express written consent of the Municipality and Grove City.

G. Final connection of any generator of wastewater to the Municipality's sanitary sewage collection system shall not be completed and operative until the Municipality has given Grove City thirty (30) days' notice of its intent to make such connection, the Municipality certifies that it has complied with all terms and conditions of this Agreement, and Grove City agrees therewith. All costs associated with such connection shall be the responsibility of the Municipality or the generator.

H. As the Municipality customers are permitted to connect to the Municipality sanitary sewage collection system, notice thereof and copies of all permits issued shall be given to Grove City, and in the case of industrial or commercial users, specific information as to the type of sewage or waste to be discharged into the disposal system shall be furnished by the Municipality to Grove City at least thirty (30) days in advance of the date of the actual connection to permit Grove City to inspect and observe, if it so desires, any such connection or to challenge the right of the Municipality to discharge said waste into the system.

I. If, as the result of any sewage discharge from the Municipality sanitary sewage collection system, Grove City incurs any damage to its real or personal property, including its sewage line system and sewage treatment plant, the Municipality shall be liable to Grove City for all of said damage including, but not limited to, cleanup costs, maintenance, repair and replacement costs, and reasonable attorneys' fees incurred by Grove City to recover for said damages.

J. If, as the result of any sewage discharge from the Municipality sanitary sewage collection system, any third party incurs any personal injury or damage of real or personal property, the Municipality shall hold Grove City harmless for the same and shall indemnify Grove City for all liability for which Grove City may be responsible related thereto including, but not limited to, any judgment, joint or otherwise, settlement, fine, penalty, cleanup costs, maintenance, repair or replacement costs and reasonable attorneys' fees imposed upon or incurred by Grove City.

K. If, as the result of any sewage discharge from the Municipality sanitary sewage collection system, any liability of any nature is imposed upon Grove City, the Municipality shall hold Grove City harmless for the same and shall indemnify Grove City for all liability related

thereto including, but not limited to, any judgment, joint or otherwise, settlement, fine, penalty, cleanup costs, maintenance, repair or replacement costs, and reasonable attorneys' fees imposed upon or incurred by Grove City.

L. If, as a result of any sewage discharge from Grove City's sanitary sewage collection system, any third party incurs any personal injury or damage of real or personal property, Grove City, to the extent required by law, shall be liable for the same and, in this regard, Grove City shall hold the Municipality harmless for the same and shall indemnify the Municipality for all liability related thereto, including, but not limited to, any judgment, joint or otherwise, settlement, fine, penalty, cleanup costs, maintenance, repair or replacement costs, and reasonable attorneys' fees imposed upon or incurred by the Municipality.

M. If, as a result of any sewage discharge from the Grove City sanitary sewage collection system, the Municipality incurs any damage to its real or personal property, including its sewage line system, Grove City shall be liable to the Municipality for all of said damage, including, but not limited to, cleanup costs, maintenance, repair and replacement costs, and reasonable attorneys' fees incurred by the Municipality to recover for said damages.

## **ARTICLE II**

### **CHARGES**

A. The Municipality agrees to pay Grove City for the use of Grove City's wastewater sewage treatment facilities, which obligation includes the Municipality's respective share of administrative, treatment, operational, maintenance, repair, replacement, rehabilitation, and debt service costs.

B. The Municipality's payments to Grove City for wastewater treatment shall be based upon the actual amount of wastewater sewage which is collected within the Municipality

and is delivered to Grove City through Pine Township and Grove City's collection systems or, in the future, through their own system or some other combination thereof, on a percentage share of Grove City's actual cost of wastewater sewage treatment and debt service related thereto.

C. The amount of wastewater sewage that is collected in the Municipality shall be determined based on records generated at a meter or monitoring device which shall be installed and maintained by the Municipality at a location acceptable to Grove City, the purpose of said device being to maintain an accurate record of the amount of flow generated and collected in the Municipality. These records will be available for full inspection by Grove City at all reasonable times. Grove City also reserves the right to check the accuracy of the meter or monitoring device as frequently or at any time as it desires and, in this regard, the Municipality agrees to provide Grove City access to the device for said testing. The Municipality shall make every effort to ensure accurate metering of the flow and shall adopt appropriate and reasonable measures to ensure the same.

D. The amount of wastewater sewage treatment at Grove City's wastewater treatment plant will be determined based on the main flow meter at the plant. The records will be available for full inspection by the Municipality at all reasonable times. The Municipality may also check the accuracy of the flow meter as frequently or at any time it desires and, in this regard, Grove City guarantees the Municipality's access to the wastewater treatment plant for this purpose. Grove City shall make every effort to ensure accurate recording of the flow and adopt appropriate and reasonable measures to ensure the same.

E. If, upon any accuracy test, a percentage of inaccuracy is established, then such meter shall be adjusted at once to register the correct flow for a period extended back to the time when such inaccuracy began if such time is ascertainable. If such time is not ascertainable, then

the meter shall be adjusted for a period extending back one-half (1/2) of the time elapsed since the date of the last accuracy test to a maximum adjustment time of one (1) year. In that regard, once adjustment has been completed, the financial obligations hereunder shall also be correspondingly adjusted.

F. The Municipality's share of the cost of wastewater sewage treatment shall be recalculated at the end of each calendar year based upon actual audited Grove City costs using the following formula:

$$\begin{aligned} A \div B &= C \\ D - E &= F \\ C \times F &= G \\ G + H &= \text{The Municipality's annual cost} \end{aligned}$$

The formula calculations shall be made as follows:

- A = The Municipality's total annual sewage flow.
- B = Total annual flow at the Grove City Wastewater Treatment Plant.
- C = The Municipality's percentage of the total sewage flow.
- D = The total cost of Grove City's sewage collection system and wastewater treatment plant operation and maintenance costs; administrative costs; and, debt service costs relative to rehabilitation of the wastewater treatment plant. With regards to the rehabilitation debt service portions of the Phase IV Wastewater Treatment Plant Projects the rehabilitation debt service shares shall be as follows:  
  
Total Rehabilitation Cost = 54.2% of Expansion Project + 93.0% of Solids Handling Project
- E = The sum of Grove City's sewage collection system costs.
- F = The shared wastewater treatment plant and rehabilitation costs.
- G = Municipality's share of treatment costs and rehabilitation debt service costs.
- H = The Phase IV project cost share or debt service cost share of the wastewater treatment plant associated with the expansion of the wastewater treatment plant. The Total Capacity Cost portion of the Phase IV Wastewater Treatment Plant Projects shall be as follows.

Total Capacity Cost = 45.8% of Expansion Project + 7.0% of Solids Handling Project. The Municipality's percentage share of the Total Capacity Cost associated with the Expansion Project and the Solids Handling Project costs identified above shall be as follows. The Municipality's debt service share shall be reduced proportionately by any dollar amount paid directly to Grove City by the Municipality, such that the paid amount is excluded from the project debt incurred by Grove City.

Springfield Township	59.1%
Harrisville Borough	0.0%
Pine Township	38.0%
Mercer Township	0.0%
Liberty Township	2.9%
Grove City Borough	0.0%

G. High strength surcharges can be imposed by Grove City on the Municipality's flow if the concentration of BOD and/or suspended solids in the Municipality's metered and unmetered waste load exceeds 200 mg/liter as an average for any given quarter and, in this regard, the Municipality shall be continually required to provide a twenty-four (24) hour composite sample on a quarterly time schedule based upon direct proportion to flow, provided that such monetary surcharges are imposed on other Grove City individual or municipal customers and provided that such surcharges equitably reflect the added cost of treating the high strength waste of the Municipality. In this regard, subject to the reasonable limitations set forth herein, Grove City has the right and discretion to set forth the amount of said surcharge. Furthermore, if any governmental agency other than Grove City sets forth a standard upon which surcharges must be imposed or the monetary amount to surcharge for treating high strength waste at a more stringent standard than what is set forth herein, the parties hereto agree that this provision shall be amended to reflect the more stringent standard.

H. The Municipality's actual sewage treatment charge for a given year will be determined as soon as practical by Grove City after January 1 of the following year. The Municipality will pay estimated quarterly payments to Grove City with payments to be made on or before the last day of the month following the preceding calendar quarter. In subsequent years, the estimated quarterly bill will be the bill in the quarter one year earlier plus five (5%) percent. Any shortfall or overage in the combined Municipality payments for a year will be corrected as of the first quarterly payment of the following year.

I. The Municipality shall annually, on or before the last day of the month following the preceding year, certify to Grove City the number of the Municipality's domestic users and the number, type and description of the Municipality's commercial and industrial users served by Grove City's wastewater treatment plant. As to all industrial or commercial users, Grove City may require the Municipality, at the Municipality's expense, to provide specific information on the volume and contents of the wastewater such users contribute. The Municipality agrees to make every effort to assure the information they provide to Grove City is accurate and correct. The Municipality hereby grants to Grove City the right to perform tests and inspections, at Grove City's expense, to investigate the validity of such information.

J. Grove City shall retain the sole and absolute right and authority to establish the rates that shall be charged to its own residents and industries.

K. The Municipality agrees to enact, keep in effect and to enforce a schedule of sewer rental rates or charges sufficient to enable the Municipality to make all payments to Grove City as required by this Agreement and, upon the collection of said money, the Municipality shall maintain said money in an escrow account restricted solely to the payment of the Municipality's obligation herein.

L. Grove City has enacted a Tap-In Fee Ordinance in accordance with Act 57 or successor legislation, and the Municipality hereby agrees to enact a similar ordinance, updating the same each time Grove City amends its Tap-In Fee Ordinance, requiring the Municipality to pay a Tap-In Fee directly to the Borough, in the same amount as the Borough Tap-In Fee, upon any person or entity tapping into the sewage collection system. The Tap-In Fees, now held by Grove City and to be received in the future by Grove City from the Municipality, shall be used by the Borough thereafter for capital costs associated with the sewage treatment plant and such costs paid by Tap-In Fees shall be excluded from the Borough's calculation of treatment costs.

M. The Municipality covenants that payments required under this Agreement shall be made when due and owing and that interest shall be charged and paid at eighty (80%) percent of National Prime on any amount of any default after said due date.

N. If any Municipality customer connects to the Municipality's sewage collection system without going through any meter or monitoring device, the customer's contribution will be estimated and added to the Municipality's flow based upon typical wastewater generation factors as determined by actual contributions of metered customers in Grove City and in the Municipality's service area. The Municipality must annually inform Grove City of all such customers. If Grove City objects to any such customers utilizing said system for any reasons set forth herein, the Municipality shall be obligated to remove the customer from their collection system.

O. The Municipality shall have the right to add any additional charges for its own usage to any charges or fees it enacts on behalf of Grove City.

**ARTICLE III**  
**MAINTENANCE AND RESPONSIBILITY**  
**FOR MUNICIPALITY'S SEWAGE SYSTEM**

A. The Municipality shall be responsible for the maintenance and repair of the sanitary sewage collection system constructed in the Municipality sewage service area and, in that regard, the Municipality agrees to hold Grove City harmless for any liability or responsibility for said construction, maintenance and repair of said system and shall indemnify Grove City for all liability related thereto, including, but not limited to, any judgment, joint or otherwise, settlement fine, penalty, cleanup costs, maintenance, repair or replacement costs and reasonable attorneys' fees imposed upon or incurred by Grove City. Grove City shall be responsible for the maintenance and repair of its sanitary sewage collection system constructed within Grove City Borough and, in that regard, Grove City agrees to hold the Municipality harmless for any liability or responsibility for the construction, maintenance and repair of said collection system and shall indemnify the Municipality for all liability related thereto including but not limited to any judgment, joint or otherwise, settlement, fine, penalty, cleanup cost, maintenance, repair or replacement costs or reasonable attorney fees imposed upon or incurred by the Municipality.

B. If the sanitary sewage collection system constructed by the Municipality permits excess infiltration of surface or ground water or said system does not function properly at any time during the period of this Agreement, the Municipality will, at its own expense, determine the nature, extent and location of the system defect and will be responsible to correct any defects thereof.

C. The Municipality hereby authorizes, but Grove City is not required nor obligated to perform, Grove City's inspection and testing of the Municipality sewage lines and, if upon such testing and inspecting maintenance or repair work is required, or if maintenance or repair work is required by State or Federal law or regulations, the Municipality shall be obligated, at its expense, to properly perform said maintenance work to the said system.

D. Neither party shall not be responsible nor liable in any way to the other for any "act of God" beyond the control of either party which may in any way cause any interruption or discontinuance of sewage service.

E. Each party hereto shall immediately notify the other in writing of any emergency or condition that may adversely affect the operation of the sewage lines and sewage treatment plant.

F. The Municipality agrees, at its expense, to conduct reasonable periodic inspection of its sanitary sewage collection system in accordance with generally accepted standards for the purpose of determining infiltration/inflow. Provided there is a reasonable basis for the request, Grove City may also require the Municipality, at its expense, to perform additional inspections of the said system for determining infiltration/inflow. It is agreed that the Municipality will immediately take any and all proper corrective action at its expense to eliminate any defects or violations so discovered.

G. The Municipality shall be responsible to establish permanent inspection procedures to assure compliance with this Agreement and any local, State or Federal laws and regulations and to faithfully prosecute offenders for any violation hereof.

H. The Municipality agrees not to allow any person or entity to discharge septage or septic tank waste into the sanitary sewage collection system nor to connect to the sewer collection and treatment system without the approval of the Municipality and Grove City.

I. The Municipality agrees to adopt and comply with the provisions of Grove City Borough Ordinance No. 1226 known as “Industrial Wastewater Pretreatment Ordinance.”

**ARTICLE IV**  
**TERMINATION OF SERVICE**

A. Subject to Federal and State laws and regulations, Grove City shall have the right to terminate the sewage service to the Municipality if the Municipality defaults under the terms and conditions of this Agreement or if Grove City is so ordered to terminate service by any other governmental agency for any reason required by law.

B. The Municipality shall not permit any further connections to the sewage line system being constructed, maintained and repaired by the Municipality except residents and occupants of the Municipality and, in this regard, no individual or entity outside the municipal boundaries of the Municipality shall connect thereto without the express written consent of Grove City.

C. Notwithstanding any language to the contrary within this Agreement, even if the Municipality is terminated from service under this Agreement, the Municipality shall remain fully liable for its share of debt service, operational, maintenance and administrative expenses as set forth in Article II of this Agreement, for the duration of this Agreement, with the Municipality's share being based upon the flow generated by the Municipality in the year preceding the year of termination.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

A. The parties hereto agree and acknowledge that this Agreement has been signed and executed in the Borough of Grove City and, in that regard, the parties hereto agree that jurisdiction and venue for any question of interpretation or request for relief or damages hereunder shall be solely addressed to the Mercer County Court of Common Pleas unless exclusive venue and/or jurisdiction rests within the Pennsylvania Commonwealth Court or any State or Federal administrative body.

B. This Agreement shall continue so long as any financing obtained by Grove City Borough on behalf of the Municipality, with the Municipality's written consent, or such financing secured by Grove City Borough for maintenance, repairs or improvements which are ordered or required by the Commonwealth of Pennsylvania in order to properly and lawfully treat sewage at the Wastewater Treatment Plant, or financing obtained by the Municipality for projects related to the sewage treatment facility, is still owed by either party, or the Municipality has unused plant capacity allocation pursuant to prior requests, unless the parties hereto mutually agree to terminate this Agreement in writing. Furthermore, the parties hereto agree that no customer within their respective municipal boundaries shall disconnect or discontinue sewage service from the said Municipality to the Grove City treatment plant following termination of this Agreement without the mutual consent of all parties to this Agreement. Both parties shall remain liable for all duties, responsibilities and costs, including the operation, maintenance and repair of the water sewage treatment plant, associated with this Wastewater Treatment Service Agreement as to all customers who receive services hereunder even following the termination of this Agreement. However, upon termination of this Agreement, the Municipality shall have no

further rights nor obligations to have future customers connect to the Grove City sewage treatment plant for service nor shall the Municipality have any responsibility for costs related to any future expansion of the treatment plant.

C. Although it is recognized that the Municipality may transfer or assign this Agreement to an appropriate municipal authority, the Municipality shall always remain primarily liable for any obligations, responsibilities, or duties required under this Agreement.

D. This Agreement contains the complete understanding of the parties hereto, shall not be amended by any prior or written correspondence, and shall only be subsequently amended by a written document dated hereafter.

E. The Municipality shall not construct its own sewage treatment system during the term of this Agreement without the express written consent of Grove City within the Wolf Creek Watershed unless Grove City does not have sufficient sewage capacity available for the Township's use and the Township has exceeded its contractual plant capacity allocation. If the Township has used its existing capacity allocated under this Agreement, then the Township shall be permitted to seek its own or alternative disposal methods for sewage and for sewage collection systems within the Wolf Creek Watershed Area for such sewage which is not being treated at the Grove City sewage treatment plant. This Agreement does not limit the Township's right to permit the use of holding tanks or other comparable temporary methods or systems approved by the Commonwealth of Pennsylvania nor to make other sewage treatment provisions outside of the Wolf Creek Watershed.

F. This Agreement shall be duly amended to reflect any terms and conditions of State and Federal law or regulation that may be mandated upon either or both of the parties hereto; provided further, that if any such requirement of Federal or State law or regulation shall

adversely affect the rates herein, including any requirement upon Grove City to repair or replace the sewage treatment plant, this Agreement shall be subject to further negotiation as to the rate charge set forth herein and if the parties cannot agree to an equitable rate adjustment, the issue of equitable rate adjustment shall be submitted to arbitration in accord with the rules and regulations of the American Arbitration Association.

G. The prior Wastewater Treatment Service Agreement entered into between the parties is no longer valid upon the adoption of this Agreement except that all obligations therein shall remain effective as to all rights, duties and responsibilities incurred prior to the effective date of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the respective parties, after due consideration, deliberation and approval, have set their hands and corporate seals this 29 day of November, 2016.

ATTEST:

\_\_\_\_\_  
Borough Secretary

By

**BOROUGH OF GROVE CITY**

\_\_\_\_\_  
George A. Pokrant, President

ATTEST:

*Rachel Meyer*  
\_\_\_\_\_  
Borough Secretary

By

**BOROUGH OF HARRISVILLE**

*[Signature]*  
\_\_\_\_\_  
President of Borough Council

# Butler Eagle

10/12/16

P.O. Box 271  
114 W. Diamond St.  
Butler, PA 16003-0271

Phone: (724) 282-8000  
Fax: (724) 282-1280  
Email: [legals@butlereagle.com](mailto:legals@butlereagle.com)

Account: 9718	Ad ID: 1343804
Name:	Description: <b>Ord Wastewater Treatment</b>
Company: <b>HARRISVILLE BOROUGH</b>	Run Dates: <b>10/16/16 to 10/16/16</b>
Address: <b>117 SOUTH MAIN STREET HARRISVILLE, PA 16038</b>	Class: 1
	Words: 1165
	Lines: 350
	Agate Lines: 284

Publication	Start	Stop	Inserts	Cost
Butler Eagle	10/16/16	10/16/16	1	\$702.00
Internet	10/16/16	10/16/16	1	\$0.00

**LEGAL NOTICE**  
To all residents of Harrisville Borough and other interested parties: Notice is hereby given that an Ordinance authorizing to enter into a Wastewater Treatment Service Agreement with Grove City Borough with the following other member municipalities: Pine Township, Liberty Township, Springfield Township and Mercer Township will be presented for adoption at the regular meeting of Harrisville Borough Council on Monday, November 7, 2016 at 7:00 P.M. at the Harrisville Borough Building, 117 South Main Street, Harrisville, Pennsylvania. Rachel L. Moyer Secretary

**PUBLIC NOTICE**  
NOTICE IS HEREBY GIVEN that Harrisville Borough Council will consider an adoption of an Ordinance authorizing it to enter into a Wastewater Treatment Service Agreement with Grove City Borough with the following other member municipalities: Pine Township, Liberty Township, Springfield Township, and Mercer Township at its regularly scheduled meeting to be held at the Harrisville Building located at 117 S. Main Street, Harrisville, Pennsylvania 16038 at 7:00 P.M. on October 3, 2016. A summary of the said Ordinance is as follows:

**Article I  
Provisions for Connections**

1. Section A establishes the quantity of sanitary sewage which the Grove City Borough Wastewater Treatment Plant will accept for treatment from each of the respective municipalities.  
2. Sections B-D require all connections to the municipalities' sewage lines to be in accord with Grove City Borough Ordinances regarding the type of sewage to be treated and the exclusion of surface and ground water from the sewer system.  
3. Section E requires the

municipalities to submit test samples of its sewage discharge to confirm it is in compliance with treatment standards.

4. Section F prohibits any person or entity connected to the treatment system to disconnect therefrom without the written consent of the home municipality and Grove City Borough.

5. Section G requires any person or entity connecting to the sewage system to have the approval of the home municipality and Grove City Borough.

6. Section H requires the host municipality to provide to Grove City Borough specific information as to industrial and commercial waste discharges.

7. Section I requires the home municipality to be liable to Grove City Borough for any damage caused by discharges emanating from the home municipality.

8. Sections J and K require the home municipality to indemnify Grove City Borough from any liability resulting from sanitary sewage discharges within the home municipality's sewage system.

9. Sections Land M require Grove City Borough to indemnify the other municipalities from any liability which sewage discharges from Grove City Borough may cause within any other municipality.

**Article II  
Charges**

1. Section A requires all of the municipalities to pay Grove City Borough for use of Grove City Borough's wastewater sewage treatment facilities.

2. Section B sets forth that the basis for payment of service shall be the amount of the wastewater sewage treated from each municipality at the Grove City Borough Wastewater Treatment Plant.

3. Section C requires the metering of sewage originating from each of the municipalities.

4. Section D requires Grove City Borough to also meter the wastewater as it comes into its Wastewater

Treatment Plant.

5. Section E sets forth the formula for recalculating sewage charges in the event it is determined a meter has not accurately performed.

6. Section F sets forth the formula for determining each municipality's respective share of costs related to the operation of the Grove City Borough Wastewater Treatment Plant, including costs associated with any expansion of the plant to accommodate future sewage needs of each of the participating municipalities.

7. Section G establishes high-strength surcharges which can be imposed by Grove City Borough on a municipality's sewage flow for high-strength waste treatment.

8. Section H requires a readjustment annually of each municipality's percentage of sewage treatment costs based upon the prior year's sewage flow from each participating municipality.

9. Section I requires each municipality to annually certify to Grove City Borough the number of users connected to the wastewater treatment system and designate those which are commercial and industrial users.

10. Section J authorizes Grove City Borough to establish its own rates which it will charge its residents and industries.

11. Section K requires each municipality to impose sewer rates upon its customers to meet its obligations under the Agreement.

12. Section L requires the municipalities to adopt a tap-in fee for those customers connecting to the sewage treatment system, and requiring each municipality to pay a tap-in fee to Grove City Borough upon any new connection to the system with such tap-in fee to be utilized for capital costs associated with the sewage treatment plant.

13. Section M sets forth interest to be assessed to any late charges paid by any municipality to Grove City Borough.

14. Section N requires a municipality to notify Grove City Borough of all customers who are not on a metering system and pay a comparable charge for such customers that metered customers would otherwise pay.

**Article III  
Maintenance and Responsibility**

1. Section A requires each of the municipalities to be responsible for all maintenance and repair of its collection system located within its boundaries.

2. Sections Band C require each municipality to make corrections to its collection system in the event it is not functioning appropriately.

3. Section E requires each municipality to notify all municipalities of any condition which may adversely affect the operation of the sewage treatment plant.

**Article IV  
Termination of Service**

1. Section A authorizes Grove City Borough to terminate sewage service at the Wastewater Treatment Plant to any municipality who defaults under the terms and conditions thereof.

2. Section B prohibits any municipality to extend its sewage collection lines into another municipality without the written consent of Grove City Borough.

**Article V  
Miscellaneous Provisions**

1. Section B sets forth the provisions for termination of the Agreement.

2. Section E prohibits a municipality from constructing its own sewage treatment system within the Wolf Creek Watershed unless Grove City Borough does not have sufficient sewage capacity available to the municipality and the municipality has exceeded its contractual plant capacity allocation.

3. Section F requires the parties to comply with all State and Federal laws and regulations.

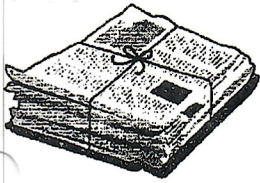
4. Section G provides that the prior Wastewater Treatment Service

Agreements shall no longer govern relationships between the parties as of the date of the adoption of the new Wastewater Treatment Service Agreement.

A full copy of the said Ordinance and Agreement are available for public review at the Harrisville Borough Building during its regular business hours of 9:00 A.M. to 3:00 P.M., Tuesday through Thursday. A copy of the said Ordinance and Agreement have also been given to the Butler Eagle at its office located at 114 W. Diamond St, Butler, PA and is available for public inspection thereat.

All citizens are welcome to attend the Harrisville Borough Council meeting and provide comment thereon. The Harrisville Borough Municipal Building is handicap accessible. Should you require special accommodations to attend or participate in this meeting, please contact the Borough Secretary at 724-735-2222.

Rachel Moyer  
Grove City  
Borough Secretary



# FAX COVER LETTER

114 West Diamond St. • P.O. Box 271 • Butler, PA 16003-271

Phone: 724-282-8000 Toll Free: 1-800-842-8098 Fax: 724-282-1280

## Butler Eagle

Sunday Cranberry Eagle

The Cranberry Eagle

Date: 10-12-16 Time: 1:45 Number of Pages (Including Cover) 2

To: RACHEL MOYER

From: JULIE

Notes: PLEASE REVIEW & GET BACK TO ME

JULIE

724-282-8000 x 213

HP LaserJet 200 colorMFP M276nw

# Fax Confirmation

Oct-12-2016 12:44PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
1272	10/12/2016	12:42:42PM	Send	7242821280	1:27	5	OK

HARRISVILLE BOROUGH  
117 SOUTH MAIN STREET PO BOX 382  
HARRISVILLE, PA 16038  
(724) 735-2222  
HOURS: TUESDAY, WEDNESDAY, THURSDAY  
9:00 A.M. - 3:00 P.M.

TO: BUTLER EAGLE LEGAL NOTICE  
FAX NO. (724) 282-1280  
FROM: RACHEL MOYER, BOROUGH SECRETARY  
DATE: OCTOBER 12, 2016  
PAGES:

ATTACHED YOU WILL FIND THE PUBLIC NOTICE ALONG WITH THE PUBLISHED  
LETTER. PLEASE CONTACT ME IF YOU HAVE ANY QUESTIONS, THIS IS MY FIRST  
ONE! I HOPE EVERYTHING IS DONE CORRECTLY.  
THANK YOU VERY MUCH

RACHEL L MOYER  
HARRISVILLE BOROUGH SECRETARY.

**HARRISVILLE BOROUGH  
117 SOUTH MAIN STREET PO BOX 382  
HARRISVILLE, PA 16038  
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HARRISVILLE BOROUGH SECRETARY.**

# HARRISVILLE BOROUGH

117 SOUTH MAIN STREET

HARRISVILLE, PA 16038

(724) 735-2222

HOURS: TUESDAY, WEDNESDAY, THURSDAY

9:00 A.M. – 3:00 P.M.

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October 11, 2016

Butler Eagle  
Legal Notice Department  
Butler, PA 16003

Please publish the following notice in the Butler Eagle on Friday, October 16, 2016.

## LEGAL NOTICE

To all residents of Harrisville Borough and other interested parties: Notice is hereby given that an Ordinance authorizing to enter into a Wastewater Treatment Service Agreement with Grove City Borough with the following other member municipalities: Pine Township, Liberty Township, Springfield Township and Mercer Township. will be presented for adoption at the regular meeting of Harrisville Borough Council on Monday, November 7, 2016 at 7:00 p.m. at the Harrisville Borough Building, 117 South Main Street, Harrisville, Pennsylvania.

3 pages are attached.

  
Rachel L. Moyer Secretary

## **PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that Harrisville Borough Council will consider an adoption of an Ordinance authorizing it to enter into a Wastewater Treatment Service Agreement with Grove City Borough with the following other member municipalities: Pine Township, Liberty Township, Springfield Township, and Mercer Township at its regularly scheduled meeting to be held at the Harrisville Building located at 117 S. Main Street, Harrisville, Pennsylvania 16038 at 7:00 p.m. on October 3, 2016. A summary of the said Ordinance is as follows:

### **Article I**

#### **Provisions for Connections**

1. Section A establishes the quantity of sanitary sewage which the Grove City Borough Wastewater Treatment Plant will accept for treatment from each of the respective municipalities.
2. Sections B-D require all connections to the municipalities' sewage lines to be in accord with Grove City Borough Ordinances regarding the type of sewage to be treated and the exclusion of surface and ground water from the sewer system.
3. Section E requires the municipalities to submit test samples of its sewage discharge to confirm it is in compliance with treatment standards.
4. Section F prohibits any person or entity connected to the treatment system to disconnect therefrom without the written consent of the home municipality and Grove City Borough.
5. Section G requires any person or entity connecting to the sewage system to have the approval of the home municipality and Grove City Borough.
6. Section H requires the host municipality to provide to Grove City Borough specific information as to industrial and commercial waste discharges.
7. Section I requires the home municipality to be liable to Grove City Borough for any damage caused by discharges emanating from the home municipality.
8. Sections J and K require the home municipality to indemnify Grove City Borough from any liability resulting from sanitary sewage discharges within the home municipality's sewage system.
9. Sections L and M require Grove City Borough to indemnify the other municipalities from any liability which sewage discharges from Grove City Borough may cause within any other municipality.

### **Article II**

#### **Charges**

1. Section A requires all of the municipalities to pay Grove City Borough for use of Grove City Borough's wastewater sewage treatment facilities.
2. Section B sets forth that the basis for payment of service shall be the amount of the wastewater sewage treated from each municipality at the Grove City Borough Wastewater Treatment Plant.
3. Section C requires the metering of sewage originating from each of the municipalities.
4. Section D requires Grove City Borough to also meter the wastewater as it comes into its Wastewater Treatment Plant.
5. Section E sets forth the formula for recalculating sewage charges in the event it is determined a meter has not accurately performed.

6. Section F sets forth the formula for determining each municipality's respective share of costs related to the operation of the Grove City Borough Wastewater Treatment Plant, including costs associated with any expansion of the plant to accommodate future sewage needs of each of the participating municipalities.

7. Section G establishes high-strength surcharges which can be imposed by Grove City Borough on a municipality's sewage flow for high-strength waste treatment.

8. Section H requires a readjustment annually of each municipality's percentage of sewage treatment costs based upon the prior year's sewage flow from each participating municipality.

9. Section I requires each municipality to annually certify to Grove City Borough the number of users connected to the wastewater treatment system and designate those which are commercial and industrial users.

10. Section J authorizes Grove City Borough to establish its own rates which it will charge its residents and industries.

11. Section K requires each municipality to impose sewer rates upon its customers to meet its obligations under the Agreement.

12. Section L requires the municipalities to adopt a tap-in fee for those customers connecting to the sewage treatment system, and requiring each municipality to pay a tap-in fee to Grove City Borough upon any new connection to the system with such tap-in fee to be utilized for capital costs associated with the sewage treatment plant.

13. Section M sets forth interest to be assessed to any late charges paid by any municipality to Grove City Borough.

14. Section N requires a municipality to notify Grove City Borough of all customers who are not on a metering system and pay a comparable charge for such customers that metered customers would otherwise pay.

### **Article III**

#### **Maintenance and Responsibility**

1. Section A requires each of the municipalities to be responsible for all maintenance and repair of its collection system located within its boundaries.

2. Sections B and C require each municipality to make corrections to its collection system in the event it is not functioning appropriately.

3. Section E requires each municipality to notify all municipalities of any condition which may adversely affect the operation of the sewage treatment plant.

### **Article IV**

#### **Termination of Service**

1. Section A authorizes Grove City Borough to terminate sewage service at the Wastewater Treatment Plant to any municipality who defaults under the terms and conditions thereof.

2. Section B prohibits any municipality to extend its sewage collection lines into another municipality without the written consent of Grove City Borough.

**Article V**  
**Miscellaneous Provisions**

1. Section B sets forth the provisions for termination of the Agreement.
2. Section E prohibits a municipality from constructing its own sewage treatment system within the Wolf Creek Watershed unless Grove City Borough does not have sufficient sewage capacity available to the municipality and the municipality has exceeded its contractual plant capacity allocation.
3. Section F requires the parties to comply with all State and Federal laws and regulations.
4. Section G provides that the prior Wastewater Treatment Service Agreements shall no longer govern relationships between the parties as of the date of the adoption of the new Wastewater Treatment Service Agreement.

A full copy of the said Ordinance and Agreement are available for public review at the Harrisville Borough Building during its regular business hours of 9:00 a.m. to 3:00 p.m., Tuesday through Thursday. A copy of the said Ordinance and Agreement have also been given to the Butler Eagle at its office located at 114 W. Diamond St, Butler, PA and is available for public inspection thereat.

All citizens are welcome to attend the Harrisville Borough Council meeting and provide comment thereon. The Harrisville Borough Municipal Building is handicap accessible. Should you require special accommodations to attend or participate in this meeting, please contact the Borough Secretary at 724-735-2222.

Rachel Moyer  
~~Grove City~~ Borough Secretary  
*Harrisville*

**THE NASH LAW OFFICE**

**Joseph J. Nash**  
Attorney at Law

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PO Box 673  
164 South Main Street  
Slippery Rock, PA 16057

9/27/2016

Harrisville Borough  
117 S. Main Street  
Harrisville, PA 16038

RE: Wastewater Treatment Service Agreement / Public Notice / Ordinance

Dear Ms. Moyer:

Please find attached the following:

1. Draft of Wastewater Treatment Service Agreement;
2. Ordinance re: Wastewater Treatment Service Agreement; and
3. Public Notice re: Wastewater Treatment Service Agreement.

I will be sending a copy of these documents to you in Word format.

Pursuant to the borough's desire to enter into this agreement with Grove City, please see that the notice is advertised pursuant to the Borough Code of Pennsylvania. If you have any questions, please do not hesitate to contact me.

Sincerely,



Joseph J. Nash, Esq.,

The Nash Law Office

Office: 724-406-0616  
Fax: 724-400-4766  
[www.nashlawoffice.net](http://www.nashlawoffice.net)  
[attorneynash@nashlawoffice.net](mailto:attorneynash@nashlawoffice.net)