

**BOROUGH OF HARRISVILLE
BUTLER COUNTY, PENNSYLVANIA
ORDINANCE 1-2019**

AN ORDINANCE AMENDING HARRISVILLE SANITARY SEWER ORDINANCE NO. 4-2015 TO CHANGE THE SEWER RATES FOR FURNISHING THE SEWER SERVICE WITHIN THE BOROUGH OF HARRISVILLE

WHEREAS, the Sanitary Sewer Ordinance of the Borough of Harrisville (Ordinance No. 4-2015) provides that the Borough may periodically amend its sewer rates for the furnishing of sewer service within the Borough of Harrisville; and

WHEREAS, the Borough of Harrisville desires to amend said sewer rates.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Harrisville, and is hereby ordained and enacted by authority of the same as follows:

SECTION 1. Section 1 of Ordinance No. 4 of 2015, as amended is amended and superseded to read as follows:

<u>Category</u>	<u>Monthly Rate</u>
A. Basic Residential	\$58.00
B. Small Commercial	\$58.00
C. Mobile Homes/Apartments	\$58.00
D. Special (see below)	

Categories for category D users will be established through the following three step process:

- (1) The waste water generated by the special user will be estimated through the application of conventional waste water generation factors times the number of employees, student, beds, etc. on the user's premises. As an alternative, the customer may install permanent or temporary metering facilities to determine actual waste water flow.
- (2) The average daily waste water flow will be converted into equivalent dwelling units (EDU's) by dividing the average waste water flow generated per EDU.
- (3) The number of EDUs from Step No. 2 above will be multiplied by the category A rate to determine the monthly charges to be levied on the specific user.

Monthly surcharge for high strength waste water: For all waste water discharged over a threshold of 200mg/l biochemical oxygen demand (5 days) and 240mg/l suspended solids, the following rates will be applied to determine the user "high strength" surcharge:

BOD= \$.0434 per pound

SS = \$.1377 per pound

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby deemed to be repealed to the extent of the inconsistency.

SECTION 3. This Ordinance shall be effective JAN. 7, 2019.

ORDAINED AND ENACTED this 7th day of JANUARY, 2019.

BOROUGH OF HARRISVILLE

By: April Anschutz
April Anschutz, President

By: Gary R. Hughes
Gary R. Hughes, Mayor

By: Deborah Collins
Deborah Collins, Borough Secretary



**AMENDMENT TO THE
WASTEWATER TREATMENT
SERVICE AGREEMENTS**

This Amendment to Wastewater Treatment Service Agreements is entered into this _____ day of _____, 2017, by and between:

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

AND

THE BOROUGH OF HARRISVILLE, a municipal entity organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Harrisville,"

AND

MERCER TOWNSHIP, a second class township organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Mercer Township."

WITNESSETH:

WHEREAS, Grove City has entered into Wastewater Treatment Service Agreements with Harrisville and Mercer Township; and

WHEREAS, Harrisville has entered into a Wastewater Treatment Service Agreement with Mercer Township; and

WHEREAS, the method for Grove City to bill Harrisville and Mercer Township for sewage treatment services is set forth within the said Agreements; and

WHEREAS, Harrisville and Mercer Township have requested Grove City to amend Article II thereof so that the billing arrangement shall be controlled by a letter dated February 22, 2017 sent from Kyle Fritz, P.E., who represents Harrisville and Mercer Township.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION ONE
ARTICLE II AMENDMENT

The parties hereto agree that Article II of their existing Wastewater Treatment Service Agreements shall be amended in accord with the terms and conditions of the letter of Kyle Fritz, P.E. dated February 22, 2017 attached hereto and marked as Exhibit "A"; provided further, that all other conditions of Article II and other provisions of the Agreement not in conflict with the said letter shall remain in full force and effect.

SECTION TWO
RATIFICATION / REAFFIRMATION

All other terms and conditions of the existing Wastewater Treatment Service Agreements between the parties hereto shall remain in full force and effect, including, but not limited to, any provisions of Article II which are not in direct conflict with the said letter attached hereto and marked as Exhibit "A".

SECTION THREE
WITHDRAWAL

Any of the parties hereto may withdraw from the terms and conditions of the said letter attached hereto and marked as Exhibit "A" by giving any other party hereto sixty (60) days prior written notice of said withdrawal and, upon any such party withdrawing, the said letter dated February 22, 2017 attached hereto and marked as Exhibit "A" shall no longer have any further force and effect, with the result thereafter being that the respective Wastewater Treatment Service Agreements between the parties hereto, including the language of Article II set forth within the original Agreement, shall govern and control the relationship between the parties hereto.

SECTION FOUR
INTEGRATED AGREEMENT

This Amendment contains the full and complete understanding between the parties hereto pertaining to the letter dated February 22, 2017 and attached hereto and marked as Exhibit "A".

IN WITNESS WHEREOF, and intending to be legally bound, the parties set their hands and seals this ____ day of _____, 2017.

ATTEST:

BOROUGH OF GROVE CITY

Borough Secretary

By

George A. Pokrant, President

ATTEST:

BOROUGH OF HARRISVILLE

Borough Secretary

By

President of Borough Council

ATTEST:

MERCER TOWNSHIP

Township Secretary

By

Chairman, Board of Supervisors