

**AGREEMENT**

Made and entered into this 12<sup>TH</sup> day of FEBRUARY, 1991, by and between the TOWNSHIP OF O'HARA, a Home Rule Community located in Allegheny County and Commonwealth of Pennsylvania, having its principal office at 325 Fox Chapel Road, Pittsburgh, Pennsylvania 15238, (hereinafter called "O'Hara"),

**A N D**

HAMPTON TOWNSHIP MUNICIPAL AUTHORITY, a duly formed and organized municipal corporation, located in the Township of Hampton, Allegheny County and Commonwealth of Pennsylvania, with its principal place of business at 3101 McCully Road, Allison Park, Pennsylvania 15101, (hereinafter called "HAMPTON").

WHEREAS, O'Hara currently serves a water district located within O'Hara, commonly known as the PLEASANT VALLEY WATER DISTRICT which consists of approximately one hundred fifty (150) residential and commercial customers;

WHEREAS, O'Hara no longer desires to assume the responsibility and liability of maintaining a water supply to said Pleasant Valley Water District;

WHEREAS, Hampton is currently in the business of supplying water to residential, commercial and industrial customers located within Hampton Township and surrounding areas;

WHEREAS, O'Hara desires to convey all of its right, title and interest in and to the System which currently services the Pleasant Valley District to Hampton;

WHEREAS, Hampton desires to purchase, acquire and assume the responsibility of providing water service and maintenance to the Pleasant Valley Water District;

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

1. O'Hara hereby transfers all of its right, title and interest in and to the lines, meters, equipment, and rights-of-way currently possessed and/or owned by O'Hara and within the Pleasant Valley Water District (the "System") to Hampton.

2. O'Hara is delivering the System in a condition that will substantially conform to all then currently existing operating standards of Hampton. Hampton has inspected the system and, with the exception of the work listed in Appendix A, confirms such substantial conformity.

3. O'Hara shall bear any and all costs and expenses incident to altering, improving, adjusting and/or changing said System to comply with the currently existing specifications and requirements of Hampton, namely the raising and/or modification of fire hydrants, and the location and/or raising of valve boxes, curb boxes, and blow offs as needed and all other modifications as designated in Appendix "A" attached hereto and made a part hereof.

4. O'Hara shall deliver to Hampton the entire customer list so that said customers served by the System shall become the sole exclusive customers of Hampton.

5. Incident to said assignment of the customer list to Hampton, O'Hara shall assume all the responsibility of properly notifying said customers, not only of the change of the ownership of the System and the designation of the supplier of water and services to said customers, but shall also assume the responsibility of notifying said customers of any and all adjustments and rate increases of which Hampton has notified O'Hara prior to the transfer of the System.

6. Hampton, by accepting the System, which it does hereby, shall assume all the responsibility of owning and maintaining the System and supplying water to the customers served by the System.

7. The water supply to the System shall be supplied incident to an outstanding water sales agreement between O'Hara and The Pittsburgh Water and Sewer Authority, which agreement provides for the supply of water at bulk rates to O'Hara for supply to the Pleasant Valley Water District and Hampton agrees to be bound thereby.

8. Hampton hereby assumes the responsibility of generally maintaining and servicing the System at its own cost and expense from the date of this agreement and assumes the responsibility of indemnifying and saving O'Hara harmless from any and all claims incurred from said date hereafter.

9. O'Hara shall assume the responsibility of indemnifying and saving Hampton harmless as to any and all claims which may be outstanding but not resolved between customers and O'Hara prior to the date of execution of this agreement.

10. O'Hara shall reimburse Hampton's cost of repairing major unforeseen defects in the pipelines included in the system, which defects manifest themselves within two (2) years following the date of this agreement.

11. This agreement shall operate as that document necessary to assign and/or transfer lines, customers, valves, and fire hydrants from O'Hara to Hampton, and each party agrees to execute all further documents required to place the terms and conditions of this agreement into effect.


12. This agreement is the entire agreement between the parties and may not be altered or amended except by a subsequent written agreement and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this agreement on the date and year above first written.

ATTEST:

TOWNSHIP OF O'HARA

  
MARY JANE KUFFNER HIRT,  
 Township Manager

BY   
WILLIAM H. CROOKS, JR.  
 President of Council

ATTEST:

HAMPTON TOWNSHIP MUNICIPAL  
 AUTHORITY

  
ROBERT F. AULD, Secretary

BY   
EDWARD G. BURGESS, Chairman



CONSENT

The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at the Porter Building, Suite 700, Pittsburgh, Pennsylvania, 15219, consents to the foregoing Agreement and agrees, at the request of O'Hara Township, to the transfer of all O'Hara's right and interest in the water sales agreement by and between the Pittsburgh Water and Sewer Authority and the Township of O'Hara, to the Hampton Township Municipal Authority, such transfer to be without prejudice to the Pittsburgh Water and Sewer Authority, to be paid for water supplied to the Pleasant Valley Water District prior to the effective date of the foregoing Agreement.

*Authorizing Resolutions #15 of 1991,  
P.W.S.A.*

ATTEST:

THE PITTSBURGH WATER  
AND SEWER AUTHORITY

*Lewis A. Borman*  
Secretary

By: *[Signature]*  
Chairman

**"APPENDIX A"**

**ALTERATIONS, IMPROVEMENTS AND MODIFICATIONS  
TO THE  
PLEASANT VALLEY WATER DISTRICT**

1. O'Hara will locate, adjust, replace or repair all curb and valve boxes in accordance with Hampton specifications and standards prior to the date of this Agreement.
2. O'Hara will reimburse Hampton for the preparation of reference drawings for all valves, fire hydrants, blow offs and curb boxes in accordance with Hampton specifications and standards. The actual cost for this work is "not to exceed" \$2,000.00.
3. O'Hara will reimburse Hampton for costs associated with the modifications or construction of blow off assemblies and fire hydrants; the construction of additional valves and boxes; the replacement of approximately 450 linear feet of two (2") inch cast iron waterline and other unspecified improvements deemed necessary in accordance with Hampton Specifications and Standards. The actual cost for this work is "not to exceed" \$36,000.

RESOLUTION NO. 15 OF 1991

Authorizing Consent to Agreement between O'Hara Township  
and Hampton Township Municipal Authority

RESOLVED, that the proper officers of The Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized to execute a consent to an agreement between O'Hara Township (O'Hara) and Hampton Township Municipal Authority (Hampton) under which Hampton will acquire O'Hara's Pleasant Valley Water District and O'Hara will transfer to Hampton its rights in the Water Sales Agreement between O'Hara and The Pittsburgh Water and Sewer Authority, and the water supply to said District shall be incident to said Water Sales Agreement.

AGREEMENTMADE August 3, 1979,

between

THE CITY OF PITTSBURGH, a municipal corporation of  
the Commonwealth of Pennsylvania, hereinafter  
called "CITY",

THE MUNICIPAL AUTHORITY OF THE BOROUGH OF WEST VIEW,  
a municipal authority of the Commonwealth of Penn-  
sylvania, hereinafter called "MUNICIPAL AUTHORITY".

In consideration of the mutual covenants, and intending  
to be legally bound hereby, the parties hereto agree as follows:

1. The MUNICIPAL AUTHORITY shall, at its sole expense,  
install and maintain a 12" water line and appurtenances, together  
with a 12" gate valve connected to the CITY's 12" water main at  
West Carson Street near Stanhope Street, 20th Ward, and a meter  
located at the MUNICIPAL AUTHORITY's pump station building all as  
shown on the approved drawings number 1-13-2-50-1 & 2.
2. For all the water supplied hereunder by the CITY to  
the MUNICIPAL AUTHORITY, the MUNICIPAL AUTHORITY shall pay the  
CITY the meter service charge as established by the applicable  
Pennsylvania Public Utility Commission Tariff. The MUNICIPAL  
AUTHORITY shall pay for any water loss due to any cause whatsoever  
which may occur between the said water connection on West Carson  
Street and the meter location in the said pump station building  
which loss shall be determined by engineering calculations.
3. The maintenance of all connections and the meter  
located in the said pump station building by the MUNICIPAL AUTHORITY  
shall be subject to inspection and approval at all times by the  
Director of the Department of Water or his selected representatives.

It is understood and agreed that the CITY shall be the owner of said meter.

4. The MUNICIPAL AUTHORITY hereby agrees to indemnify, save and hold harmless, and defend the CITY from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of any and every kind and nature whatsoever, whether caused by or arising out of any act or failure to act or any negligence of the CITY, its officers, agents, employees or contractors, or otherwise, arising by reason of or during the performance of any work, project or program covered under this Agreement.

5. This Agreement may be terminated by either party, at any time, provided that a 60 days written notice of termination is given to the other party. The MUNICIPAL AUTHORITY within 30 days from the date of such termination notice by either party, shall forthwith remove said valve, waterline connection, meter and appurtenances and shall restore the CITY's property to a safe and proper condition, all at the sole expense of the MUNICIPAL AUTHORITY and subject to the approval, inspection and supervision of the Director of the Department of Water or his selected representatives. It is understood and agreed that the said meter shall be carefully removed and turned over to the CITY.

6. This Agreement is entered into on the part of the CITY pursuant to Resolution No. 433, approved MAY 16, 1979, and on the part of the MUNICIPAL AUTHORITY pursuant to purchasing water from the City of Pittsburgh

IN WITNESS WHEREOF, the parties have duly executed this

Agreement the day and year first above written.

ATTEST:

CITY OF PITTSBURGH

Richard A. Valerius  
Secretary to the Mayor

By: Richard S. Calgan  
Mayor

WITNESS:

J. J. Chappetta  
Superintendent, Adm. Div.

By: John C. Miller  
Director, Department of Water

ATTEST:

THE MUNICIPAL AUTHORITY OF THE  
BOROUGH OF WEST VIEW

J. E. Setler  
Secretary  
(Seal)

By: W. J. Shunderly

EXAMINED BY:

W. J. Shunderly  
Assistant City Solicitor

APPROVED AS TO FORM:

W. J. Shunderly  
City Solicitor

COUNTERSIGNED:

John E. McGrady  
City Controller

APPROVED AS TO FORM:

Frank E. Bostick  
AUTHORITY SOLICITOR

July 18th 1979  
DATE



Approved as to form

Solicitor to the Controller  
City of Pittsburgh

24000 memo

AGREEMENT  
Between  
CITY OF PITTSBURGH  
and  
ROSS TOWNSHIP AUTHORITY

APR 12 11 11 AM '46

THIS AGREEMENT made and executed the 12<sup>th</sup> day of April 1946, by and between the CITY OF PITTSBURGH, a municipal corporation acting by, through and under its properly authorized municipal officers pursuant to Ordinance No. 95, passed by the Council of the City of Pittsburgh the 11th day of March, 1946, and approved March 21, 1946, party of the first part,

AND

ROSS TOWNSHIP AUTHORITY, a quasi municipal corporation, acting by its proper officers pursuant to a resolution of its Board adopted the 14<sup>th</sup> day of July 1945, party of the second part.

NOW, WITNESSETH, That the said parties for their mutual consideration, it being their intention to be legally bound hereby, do herewith promise and agree to and with each other as follows:

1. That the City of Pittsburgh hereby grants the leave, right or license to the party of the second part to install an emergency water connection between the water lines of the City of Pittsburgh and the water lines of Ross Township Authority, said connection to be installed at the City line at the end of Ivory Avenue bordering Ross Township and Reserve Township.
2. The plan of the connection shall be submitted by the Authority to the Director of the Department of Public Works and approved by him before construction is begun, and the work during and upon completion shall be subject to his inspection and approval.

3. The Authority shall pay for all costs, connections, installation and maintenance, including meter vault and water meter; provided, however, that maintenance of the water meter only shall be at the cost of the City. The maintenance of all connections and the meter vault by the Authority, shall be subject to inspection and approval at all times by the Director of the Department of Public Works of the City of Pittsburgh aforesaid.

4. The Authority hereby covenants and agrees to keep and save the City harmless against any and all claims in law, equity or otherwise, arising from or due to the installation or maintenance of said water connections or any matters in connection therewith.

5. It is expressly understood, that the City does not guarantee continuous service or adequate pressure.

6. The Authority agrees to pay to the City promptly, upon rendering of statements, for the water at metered water rates and meter maintenance charges as established and fixed by City ordinance from time to time and twenty-five per cent (25%) in addition thereto. The City shall have the right to discontinue service, without further notice, if bills rendered are not paid within thirty (30) days.



7. The within Agreement shall be subject to cancellation by either party upon one year written notice to the other.

ATTEST:

James J. Hollman  
Secretary to Mayor

CITY OF PITTSBURGH

By David Lawrence  
Mayor

Paul Jennings  
Director Department of Public Works

James S. DeLoe  
Director Department of Public Works

ATTEST:

W. S. Sullivan  
Secretary

ROSS TOWNSHIP AUTHORITY

By David Standy  
Chairman

APPROVED AS TO FORM:

Wm. A. O'Keefe  
City Solicitor

COUNTERSIGNED:

Edward R. Lee  
City Controller



**AGREEMENT**

MADE and entered into this 16 day of January 2013 by and between  
 THE MUNICIPAL AUTHORITY OF THE BOROUGH OF WEST VIEW, a body  
 corporate and politic, existing under and by virtue of the laws of the Commonwealth  
 of Pennsylvania, (hereinafter referred to as the Authority), having its principal place  
 of business located at 210 Perry Highway, Borough of West View,  
 County of Allegheny and Commonwealth of Pennsylvania

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and  
 politic, existing under and by virtue of the laws of the Commonwealth of Pennsylvania,  
 (hereinafter referred to as the PWSA), having its principal place of business located at  
 Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA. 15222,  
 County of Allegheny and Commonwealth of Pennsylvania.

WHEREAS, the PWSA is to provide sewage billing services to certain  
 properties/residents of the City of Pittsburgh situated along Bascom Avenue, Jacks Run  
 Road and Brighton Road and in the 28<sup>th</sup> Ward of the City of Pittsburgh.

WHEREAS, the Authority provides metered water service to certain properties  
 along Bascom Avenue, Jacks Run Road and Brighton Road, situated in the City of  
 Pittsburgh and Ross Township and the accounts in the 28<sup>th</sup> Ward of the City of  
 Pittsburgh – see attached listing.

WHEREAS, the Authority presently has Agreements for the provision of water  
 consumption information and customer information with various municipalities and  
 sanitary entities, for the sole purpose of producing sewage billings,

WHEREAS, the PWSA has requested required customer information, monthly and  
 quarterly consumption reports as well as all new customer information, closed  
 account information and any account correction for metered accounts on  
 Bascom Avenue, Jacks Run Road and Brighton Road, situated in the City of Pittsburgh  
 and Ross Township and the accounts in the 28<sup>th</sup> Ward of the City of Pittsburgh.

WHEREAS, the Authority is authorized and required at the request and direction of the  
 PWSA, pursuant to the provisions of 53 Pa. Stat §§ 3102.501 – 3102.507, to shut off  
 the supply of water from its system to any premises in which the rentals, rates, and  
 charges for sewer, sewage, or sewage treatment service are unpaid and the claim or  
 lien for such service belongs to the PWSA.

NOW THEREFORE, the Authority and the PWSA, their successors and assigns, in  
 consideration of the terms set forth in this Agreement and intending to be legally bound,  
 hereby agree and covenant as follows:

Section 1: The Authority will provide quarterly and monthly consumption reports  
 promptly, after completion of the Authority's reading and billing schedule;

Section 2: The Authority shall provide all information respective of new accounts  
 and changes in existing accounts promptly;

Section 3: The Authority shall provide all corrections promptly;

Section 4: The Authority is not responsible for handling  
 customer inquiries regarding sewage billing;

Section 5: The PWSA agrees to pay the Authority as follows; \$0.16 (sixteen cents)  
 per quarterly, monthly, final/closed and all corrections per unit piece of information  
 and \$0.10 (ten cents) for all new, reset, read only and name changes per  
 unit piece of information;

Section 6: The Authority agrees to provide 60 (sixty) days notice, in writing, in the event the charges in Section 5 are to be redetermined;

Section 7: The PWSA agrees that it is the responsibility of the PWSA to determine that the customer database is accurate and complete for its purpose and the PWSA will promptly notify the Authority of any corrections;

Section 8: The PWSA shall agree to hold harmless the Authority from any liability or cause of action that may arise out of remedial action exercised by the PWSA as a result of information provided by the Authority, whether that information is accurate or inaccurate. In that same regard the Authority hereby covenants and agrees that the PWSA shall incur no liability for duties not encompassed within the meaning and interpretation of this Agreement.

Section 9: The PWSA has requested water termination services from the Authority for mutually serviced customers in certain areas of the mutually serviced territories for delinquent sewage. The PWSA has received the procedures from the Authority which the Authority employs for all sanitary entities with the Authority's service territory as required by the Municipality Authorities Act. Both the Authority and PWSA agree to abide by said procedures to provide the service required by the aforementioned Act.

Section 10: Upon written request by the PWSA specifying a premises in the PWSA's service area with regard to which the rentals, rates, and charges for sewer, sewage, or sewage treatment service has not been paid for a period of at least thirty days from the due date, the Authority shall proceed to shut off the supply of water to such premises until it is advised in writing by the PWSA that all such overdue rentals, rates and charges, together with any interest, have been paid or the PWSA directs otherwise; Provided, however, that the PWSA must provide written certification, with reasonable supporting documentation, of the following facts and circumstances;

- A. that the PWSA has given timely notice, in full compliance with applicable law, to the account holder, the occupants, landlord, tenants, and any others entitled to notice;
- B. that the PWSA has posted the termination notice as required by law;
- C. that the PWSA has not received a written statement under oath or affirmation from the person responsible for the payment of the said rentals and charges stating that the person has a just defense to the claim or any part thereof;
- D. that the person responsible for the charges has not paid the amount due or made an arrangement to do so;
- E. that the person responsible for the charges has not filed an unresolved petition with the court disputing the PWSA's right to terminate service; and
- F. that tenants have not exercised their rights to continued service, And further provided that no occupant of said premises has produced a medical certification by a physician that the occupant is seriously ill or affected by a medical condition that would be aggravated by a cessation or a failure to restore water service.

Section 11. The PWSA shall pay to the Authority, concurrently with the delivery of the written request referenced in section 9 above, the Authority's standard charge for termination of water service. The PWSA shall also pay the Authority, upon its request thereof, the Authority's standard charge for the restoration of water service to the premises.

Section 12. Both the PWSA and the Authority agree that this Agreement constitutes the entire Agreement between the parties for the provision of water consumption and customer information for the purpose of producing sewage billing, and on the subject of termination of water service and no other modifications thereof shall be made unless in writing and signed and consented to by both parties. Further, this Agreement shall remain in effect so long as the PWSA requires the water consumption and customer information for said purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as noted herein and to be effective immediately.

ATTEST:

The Municipal Authority of the  
Borough of West View

Margaret L. Lancer  
Secretary

Thomas G. Wilkerson  
Chairman

ATTEST:

The Pittsburgh Water and Sewer  
Authority

Margaret L. Lancer  
Secretary

Dale P. Doss  
Chairman

**RESOLUTION 13A**

**BE IT RESOLVED** by authority of the Board of Directors of The Municipal Authority of the Borough of West View, Allegheny County and it is hereby resolved by authority of the same that the Chairman of said Authority be authorized to sign the attached Agreement on its behalf and the Secretary be authorized to attest to same.

**ATTEST:**

**I Robert J. Malone, Secretary of The Board of Directors of the Municipal Authority of the Borough of West View do hereby certify that the foregoing is a true and correct copy of the Resolution adopted January 16, 2013 at the regularly scheduled Board of Directors Meeting held January 16, 2013.**

A handwritten signature in dark ink, appearing to read "Robert J. Malone", is written over a horizontal line.

**Robert J. Malone – Secretary**

**DATE: January 16, 2013.**



### AGENDA ITEM REQUEST FORM

Originating Department: Customer Service

Phone: 412.255.0769

Department Contact: Kevin Donahue

E-mail: kdonahue@pgh2o.com

Date: December 14, 2012

**AGENDA ITEM # 112 Approving an Agreement with the Municipal Authority of the Borough of West View for Monthly Reporting of Sewer Conveyance and Termination-Of-Service**

- |   |  |
|---|--|
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Policy                                    |
| <input checked="" type="checkbox"/> Contract/Agreement                                | <input type="checkbox"/> Claims Filed Against PWSA                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Information                               |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Contract Amendment                        |
| <input type="checkbox"/> Change Order/Fund Transfer                                   | <input type="checkbox"/> Authorize solicitation of bid or proposal |
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3 Minute Time Limit) |  |

**STATEMENT OF THE ISSUE:** The PWSA provides sewage conveyance service and the Municipal Authority of the Borough of West View provides water service to approximately 350 customers in the 28<sup>th</sup> Ward of the City of Pittsburgh. In the past, West View Authority provided water consumption information to the PWSA on a quarterly basis. The proposed Agreement provides for monthly reporting. The Agreement also incorporates the terms of an existing termination-of-service agreement, covering West View Authority's obligation to terminate water service at the PWSA's request when a joint customer defaults on sewer conveyance charges, so that all agreements between the parties will be contained in a single document.

#### INDICATE APPROPRIATE COMMITTEE

☐ CIP
 ☐ Emergency
 ☐ Finance
 ☐ Governance
 ☐ Personnel
 ☒ N/A

To Be filled out by Committee/Board only:

**COMMITTEE RECOMMENDATION:** ☐ APPROVED ☐ DENIED ☒ NOT REQUIRED

**COMMENTS:**

**COMMITTEE APPROVED:** \_\_\_\_\_  
James L. Good, Interim Executive Director

**FINAL BOARD APPROVAL:  
ADOPTED ON DECEMBER 14, 2012**

*Margaret L. Lanier*

Henry C. Bloom, Secretary

Margaret L. Lanier, Assistant Secretary

**FIRST AMENDMENT TO  
WATER SALES AGREEMENT**

Made this 11 day of January, 2002

**BY AND BETWEEN**

**THE PITTSBURGH WATER AND SEWER AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter "Authority")

**AND**

**THE HAMPTON TOWNSHIP MUNICIPAL AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter "HTMA").

(Hereinafter the Authority and HTMA shall be referred to collectively as the "Parties.")

**Recitals**

WHEREAS, the Authority and HTMA entered into a Water Sales Agreement on December 11, 1996 (the "Agreement") which provided that the Authority would supply water to HTMA for a five (5) year term; said Agreement shall be incorporated by reference herein in its entirety; and

WHEREAS, the Parties have determined that they would like to continue the Agreement and have agreed accordingly upon the new rates and terms; and

WHEREAS, the Parties hereto wish to amend the Agreement to reflect the changes herein.

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

1. The Recitals set forth above are included herein in their entirety.
2. The Agreement shall be incorporated by reference herein in its entirety.

3. The Parties hereto agree to amend the Agreement as follows:

A. Paragraph 5 of the Agreement shall be amended to include the following:  
"As of the effective date of the Amendment of Agreement between the HTMA and the Authority, HTMA shall pay the Authority, at the applicable rates adopted by resolution of the Board of Directors of the Authority from time to time ("minimum monthly charge"), for the minimum number of gallons per month consumed by HTMA. All water consumed by HTMA in excess of the minimum monthly amount shall be charged to the HTMA and HTMA shall pay the Authority for such usage at a rate of \$2.06 per thousand gallons."

All other provisions of Paragraph 5 shall remain unchanged and in full force and effect

B. Paragraph 6 of the Agreement shall be amended to add and include the following:

"As of the execution date of this Amendment, the term of this Agreement shall be extended for a period of approximately ten (10) years, commencing from the date of signing of the Amendment and terminating on December 31, 2011. No later than two (2) years prior to the expiration date of set term, either party may give written notice to the other party that it intends to cancel the Agreement and this Amendment at the end of the extended term. Any extension of this Agreement or the Amendment thereto or change in rates shall be the subject of negotiations between the parties."

4. This Amendment shall be effective as of the date of the signing.

5. Except as set forth herein, all other provisions of the Agreement shall remain unchanged and in full force and effect.

6. This Agreement is entered into by the Authority pursuant to Resolution No. 7 of 2001, adopted at a meeting of its Board held on January 11, 2001, and by the HTMA pursuant to Resolution No. \_\_\_\_\_, adopted at its meeting of 2/13/02.

WITNESSETH our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:

[Signature]  
Asst. Secretary

(SEAL)

THE PITTSBURGH WATER AND SEWER  
AUTHORITY

By: [Signature]

Title: Chairman

APPROVED AS TO FORM:

[Signature]  
Authority Solicitor

ATTEST:

[Signature]  
Secretary

(SEAL)

THE HAMPTON TOWNSHIP MUNICIPAL  
AUTHORITY

By: [Signature]

Title: General Manager

APPROVED AS TO FORM:

[Signature]  
HTMA Solicitor



**RESOLUTION NO. 7 of 2002**

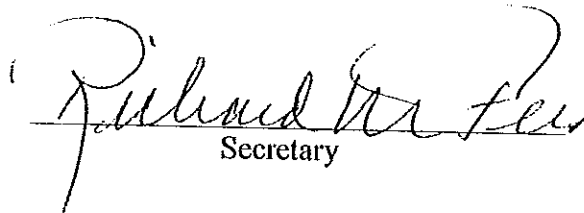
**Providing for an Amendment to the Water Sales Agreement  
With  
Hampton Township Municipal Authority**

**WHEREAS**, the Pittsburgh Water and Sewer Authority, pursuant to Resolution No.125 of 1996, entered into a five (5) year Water Sales Agreement with the Hampton Township Municipal Authority; and

**WHEREAS**, the Pittsburgh Water and Sewer Authority and the Hampton Township Municipal Authority have determined that they desire to continue the Agreement and have agreed upon a ten (10) year Amendment with the minimum amount of gallons per day of water consumed billed at the applicable rates adopted by resolution of the Board of Directors of the Authority from time to time with any additional consumption billed at a rate of \$2.06 per thousand;

**NOW, THEREFORE, BE IT RESOLVED**, that the proper officers of The Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized and directed to Amend the 1996 Agreement with the Hampton Township Municipal Authority for a ten (10) year period, said Agreement in a form approved by the Executive Director and the Solicitor.

**DULY ADOPTED AT A REGULAR  
MEETING OF THE PITTSBURGH WATER AND  
SEWER AUTHORITY HELD ON JANUARY 11,  
2001**

  
Secretary

## AGREEMENT

THIS AGREEMENT ("**Agreement**") is made this April 1, 2013, by and between The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania having its principal place of business at Penn-Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (the "**Authority**"); and Bay Valley Foods, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 1080 River Avenue, Pittsburgh, Pennsylvania 15212 ("**Bay Valley**").

## **RECITALS**

- A. The Authority operates and maintains a public water distribution system and is engaged in the business of supplying water for ordinary uses within the City of Pittsburgh and nearby areas, and operates and maintains sewage collection and conveyance facilities that carry wastewater from the City of Pittsburgh and surrounding municipalities to the Allegheny County Sanitary Authority interceptor sewer system.
- B. Bay Valley is currently the holder of fee title to that certain real estate legally described on **Exhibit A-1** attached hereto and by this reference made a part hereof (the "**2013 Fee Parcels**"). In conjunction with its operations on the 2013 Fee Parcels, Bay Valley also currently occupies or uses portions (referred to herein as the "**2013 Supplementary Parcels**") of those certain lands generally depicted in **Exhibit A-2** attached hereto and by this reference made a part hereof, pursuant to various lease, license, or other occupancy agreements.
- C. Bay Valley currently operates a plant with the common address of 1080 River Avenue in Pittsburgh, Pennsylvania that is located within both the 2013 Fee Parcels and the 2013 Supplementary Parcels (collectively, the "**2013 Property**"). As used herein the term "**River Avenue Plant**" shall mean the plant described in this Recital C, subject, however, to such modifications in plant operations, configurations, or underlying real estate as shall from time to time be made by Bay Valley or other successor owners of the Fee Parcels (as defined below), including those modifications described in Section 3 and Section 17 hereof. The use and operations of the River Avenue Plant and 2013 Property are critically dependent on their supply of water, and Bay Valley currently obtains the majority of water for the River Avenue Plant and 2013 Property from a licensed system of wells and water treatment systems owned

and operated by Bay Valley (the “**Existing Plant Water System**”), with ancillary water service from the Authority.

- D. The Authority, in order to increase the revenues of the Authority derived from the 2013 Property, has proposed that Bay Valley abandon all or substantially all of the Existing Plant Water System and cause the River Avenue Plant and 2013 Property to rely exclusively on water from the Authority, and Bay Valley is willing to do so under, and in reliance upon, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises set forth below and intending to be legally bound, the parties agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

**2. Term of Agreement.**

- a. This Agreement is and shall be effective on the later of: (i) April 1, 2013 or (ii) the first day on which both parties have executed the signature page hereto (the “**Effective Date**”). The period of time between the Effective Date and the expiration or termination of this Agreement in accordance with its terms is referred to herein as the “**Term**”.
- b. The initial Term will be ten (10) years, and will be automatically extended for subsequent periods of ten (10) years, unless sooner terminated by Bay Valley in accordance with the terms and conditions hereof.
- c. As used herein, the term “**Activation Date**” shall mean the first day on which: (i) the New Line or Equivalent Alternative (each as defined in Section 11, below) is fully-constructed, operable, connected to the 2013 Property and operating in accordance with the terms of this Agreement; and (ii) Bay Valley or its successor Owners in title to the 2013 Property have abandoned all or substantially all of the Existing Plant Water System and caused the 2013 Property to be connected to and served exclusively by the Authority, whether through the New Line or the Equivalent Alternative, provided, however, the Activation Date shall occur or be deemed to have occurred no later than ten (10) calendar days after the New Line first is fully constructed, operable, connected to the 2013 Property and operating in accordance with the terms of this Agreement.

**3. Purchase and Sale of Water and Related Services, Definition of the “Property”.**

- a. During the Term, but first commencing on the Activation Date: (i) Bay Valley or those successors to Bay Valley holding fee title to one or more of the Fee Parcels, as defined in

- Section 3(b) below (individually, an “**Owner**”, and, collectively, the “**Owners**”) shall purchase all potable water required for the Property from the Authority under the terms and conditions set forth in this Agreement; and (ii) the Authority shall sell such water to the Owners and shall provide Owners the other services specified herein on the terms and conditions set forth in this Agreement. Prior to the Activation Date, and from and after the expiration or termination of the Term, Authority covenants (which obligation shall survive the expiration or termination of the Term) to provide potable water and services to the Property under commercially standard terms and conditions for comparable properties or under such other terms and conditions as the applicable parties shall agree at the time.
- b. In the event any one or more Owners acquires fee title to additional lands that are adjacent to or abutting the 2013 Property and are intended to be used, developed or occupied in connection with the 2013 Fee Parcels and with water from the Authority under and in accordance with the terms of this Agreement, the Owners (but no fewer than all of the Owners) may deliver a written notice to the Authority, together with a legal description of the applicable acquired lands to the Authority and a copy of the Agreement required by Section 17 hereof, whereupon, such additional lands (the “**Additional Fee Parcels**”) shall thereafter be deemed subject to and benefitted by the terms of this Agreement, and the term “**Fee Parcels**,” as used herein, shall mean the 2013 Parcels and those Additional Fee Parcels as may be added from time to time and at any time during the Term.
  - c. In the event that any one or more Owners acquires rights pursuant to a lease, license or other occupancy agreement in real estate that is adjacent to or abutting the Fee Parcels or 2013 Property and is intended to be used, developed or occupied in connection with the Fee Parcels or 2013 Property and with water from the Authority under and in accordance with the terms of this Agreement, the Owners (but no fewer than all of the Owners) may deliver a written notice to the Authority, together with a legal description of the applicable parcels or portions thereof and a copy of the Agreement required by Section 17 hereof, whereupon, such additional lands (the “**Additional Supplementary Parcels**”) shall thereafter be deemed subject to and benefitted by the terms of this Agreement, and the term “**Supplementary Parcels**,” as used herein, shall mean the 2013 Supplementary

Parcels and those Additional Supplementary Parcels as may be added from time to time and at any time during the Term.

- d. As used herein, the term “**Property**” shall mean the Fee Parcels (as defined in Section 3(b)), together with the Supplementary Parcels (as defined in Section 3(c)).

**4. Unit of Measurement for Water and Sewer Conveyance.** Water and sewer conveyance under this Agreement shall be billed in units of 1,000 gallons.

**5. Water Supply.**

- a. Commencing on the Effective Date and concluding on the Activation Date or earlier termination of this Agreement in accordance with its terms, the Authority shall sell and deliver to the Property, and the Owners shall purchase and accept from the Authority, subject to the terms and conditions of this Agreement, those quantities of water for uses conducted at the Property as the Owners shall determine necessary and appropriate in their sole discretion. Notwithstanding the foregoing, Bay Valley intends to utilize substantially-increased amounts of water from the Authority from and after the Effective Date and to make commercially reasonable efforts to determine (in its sole discretion) whether the Authority has satisfactorily provided the Equivalent Alternative such that the Activation Date can occur prior to the completion of the New Line.
- b. During the Term, but first commencing on the Activation Date, the Authority shall sell and deliver to the Property, and the Owners shall purchase and accept from the Authority, subject to the terms and conditions of this Agreement, those quantities of water required by the uses conducted at the Property. Without limiting the generality of the foregoing, the Authority shall sell and deliver to Bay Valley at the River Avenue Plant, and Bay Valley shall purchase and accept from the Authority, subject to the terms and conditions of this Agreement, such quantities of water determined by Bay Valley to meet its requirements at the River Avenue Plant. The Authority covenants that all water provided to the Property shall be potable water meeting all federal, state, and local drinking water standards and regulations, as from time to time amended.

**6. Water Amounts, Rates and Payment.**

- a. Commencing on the Activation Date, unless and until a Downward Adjustment Event (as defined in Section 6(f), below) has occurred, the Authority shall bill the Owner, and the Owner shall pay the Authority, for 72,000 units of water each month, for an annual total

- of 864,000 units of water (which annual amount is referred to herein as the “**Base Water Amount**”). In accordance with Section 5(a) hereof, there shall be no Base Water Amount hereunder prior to the Activation Date.
- b. Commencing on the Activation Date, the rate for water consumed, up to and including the annual Base Water Amount of 864,000 units, shall be \$1.85 per unit, subject to the Annual Adjustment Factor, as defined below, and also subject to any increase or decrease pursuant to Section 6(f), below (the “**Base Water Rate**”). Prior to the Activation Date, the rate for water from the Authority utilized by the Owners for the Property or any portion thereof shall be \$1.45 per unit, and shall not be subject to any adjustment.
  - c. Commencing on the Activation Date, each month during the Term, the Authority shall bill the Owner, and the Owner shall pay the Authority, an amount equal to the Base Amount, divided by twelve (12), multiplied by the Base Rate (the “**Base Water Payment**”). By way of example and not limitation, during the first month of the Term following the Activation Date, the Base Water Payment that the Authority shall bill the Owner for the Base Water Amount and that the Owner shall pay the Authority for the Base Water Amount, shall be \$133,200. Payment of each monthly invoice shall be due either thirty (30) calendar days after the applicable invoice date or such longer period of time as is provided for in the applicable invoice. In no event will Bay Valley or the Owners have a shorter time period for the payment of an invoice than is provided to other Authority customers.
  - d. Commencing on the Activation Date, the rate for any water supplied by the Authority and used by the Owner above the applicable Base Water Amount in any year, accounting for any applicable Upward and Downward Adjustment Events pursuant to Section 6(f) during that year (the “**Supplemental Water Amount**”), shall be \$1.45 per unit, subject to the Annual Adjustment Factor, as defined below, and also subject to any increase or decrease pursuant to Section 6(f), below (the “**Supplemental Water Rate**”).
  - e. During the calendar month following the conclusion of each complete calendar year following the Activation Date, the Authority shall include in that calendar month’s bill, and the Owner shall pay the Authority in accordance with the Payment Terms for, the Supplemental Water Amount at the Supplemental Water Rate; provided, however, the Annual Adjustment Factor shall not apply retroactively to the Supplemental Water Rate

for the purposes of this true-up. By way of example and not limitation, if the Activation Date occurs on September 15, 2013, the first such annual true-up would occur in November 2014, for a contract year comprised of October 1, 2013 through September 30, 2014, and the true-up for the 2013-2014 contract year's Supplemental Water Amount would be billed and paid at the 2013-2014 Supplemental Water Rate, not the Supplemental Water Rate established in and for the 2014-2015 contract year.

- f. At any time following the Activation Date, if a significant change in business operations at the Property occurs that reduces actual water usage per month to less than 50,000 units (50,000,000 gallons) per month for three (3) consecutive months, Bay Valley (or its successors or assigns hereunder), shall have the right but not the obligation to deliver a written notice to the Authority that a **"Downward Adjustment Event"** has occurred. Commencing with the first day of the second calendar month following the month during which the applicable Downward Adjustment Event notice is given, the Base Water Amount shall be reduced to 600,000 units of water, but the Base Water Rate and the Supplemental Water Rate then in effect each shall increase by thirty-five cents per unit. By way of example and not limitation, if the notice of a Downward Adjustment Event occurred on January 15, 2020, the adjustments to the Base Water Amount, Base Water Rate and the Supplemental Water Rate would not become effective until March 1, 2020. At any time following the Activation Date and any Downward Adjustment Event, if actual water usage per month subsequently increases to 72,000 units (72,000,000 gallons) per month for three (3) consecutive months, that usage shall constitute an **"Upward Adjustment Event."** Commencing with the first day of the second calendar month following the month during which the applicable Upward Adjustment Event occurs, the Base Water Amount shall be increased to 72,000 units of water, and both the Base Water Rate and the Supplemental Water Rate then in effect each shall decrease by thirty-five cents per unit.
- g. During the Term, the payments for water set forth in this Section 6 shall be the exclusive rate, fee, cost, assessment or charge levied by the Authority for water to the Property, whether now in effect or later adopted or imposed (including, without limitation, pursuant to Pennsylvania Municipal Authorities Act §§5607(d)(9), (21), (22) and (24)).



- 7. Sewer Rates and Payment.** During the Term, the Authority shall provide sewer conveyance from the Property as required by the uses and occupants thereon. Authority and Bay Valley hereby covenant and agree that regardless of water consumption or actual flow from the Property into the Authority's sewer conveyance system, the sewer conveyance from the Property for billing and payment purposes during the Term shall be deemed to be 15,000 units per month, or 180,000 units per year. This presumed volume has been calculated by and agreed upon by the parties, and shall not be subject to adjustment based upon actual flow. Accordingly, during the Term, the Authority will bill the Owner, and the Owner will pay the Authority in accordance with the Payment Terms, an amount equal to the product of 15,000 units multiplied by \$2.54 per unit subject to the Annual Adjustment Factor, as defined below (the "**Sewer Rate**"). During the Term, the foregoing monthly payment for sewer conveyance shall be the exclusive rate, fee, cost, assessment or charge levied by the Authority for sewer conveyance by the Authority, whether now in effect or later adopted or imposed. Without limiting the generality of the foregoing, the Authority covenants that the Property shall not be subject during the Term to the Authority's Distribution Infrastructure Service Charge ("**DISC**"), set, as of the Effective Date, at seven percent (7%) of the Authority's standard water, water distribution, and sewer conveyance fees of this Agreement, as such DISC is revised or replaced from time to time or at any time.
- 8. Annual Escalation Factor, Water and Sewer Conveyance Rates.** The Base Water Rate and the Sewer Rate to be charged and paid pursuant to this Agreement shall be annually adjusted on the anniversary of the Activation Date for the change in annual Consumer Price Index for the Pittsburgh area ("**CPI Index**"), most recently published by the Bureau of Labor Statistics or any successor organization prior to such anniversary. If the change in annual CPI Index is 0% or is a decrease, the Base Water Rate and the Sewer Rate will remain unchanged from the Rates then in effect. If the change in annual CPI Index is an increase, but less than a five percent (5%) increase, the Base Water Rate and the Sewer Rate will increase by that same percentage; provided, however, no such annual increase of either the Base Water Rate or the Sewer Rate may exceed two percent (2%) annually. If the change in annual CPI Index is an increase, and such increase is five percent (5%) or more, the Base Water Rate and the Sewer Rate will increase by a



percentage that is one half (1/2) of the annual CPI Index increase. By way of example and not limitation, if the annual CPI Index has increased by six percent (6%), the Base Water Rate and the Sewer Rate will increase by three percent (3%).

- 9. Rates for Sewage Treatment.** As of the Effective Date, the Allegheny County Sanitary Authority ("ALCOSAN") provides sewer treatment services for the Property, and the Authority does not determine, establish, or control rates and charges for sewage treatment services provided to the Property. Notwithstanding the foregoing, pursuant to certain agreements between and among the Authority, ALCOSAN, and the City of Pittsburgh, the Authority is responsible as of the Effective Date for collecting ALCOSAN's rates from ALCOSAN's ratepayers within the City of Pittsburgh, and the rates for ALCOSAN's services to the Property will appear on the monthly invoices sent by the Authority. So long as the Authority is the billing agent for ALCOSAN or a successor sewer treatment provider that is not affiliated with the Authority, the Owner shall pay charges for such sewer treatment as invoiced and shall resolve any disputed charges with the sewer treatment provider. In the event, during the Term, the Authority does come to have the right, authority or responsibility for determining, establishing, or controlling rates and charges for sewage treatment services provided to the Property, such sewer treatment services shall be provided to the Property at the lowest rate charged to customers of the Authority in the same or most similar customer category for the purposes of rate-setting by the Authority, and without additional rate escalations, fees, costs, assessments or charges.

- 10. Authority Rules and Regulations.** As used herein, "Authority's Rules and Regulations" shall mean those rules and regulations attached hereto as Exhibit B, subject, however to amendments, modifications or supplements relating to health or life safety that are uniformly applied by the Authority to all of its users. Except as specifically provided by this Agreement to the contrary, the rights, interests, and obligations of the Authority and the Owner hereunder shall be governed by the Authority's Rules and Regulations. By way of example and not limitation, the rates specified in this Agreement shall be in lieu of the Authority's standard rates for water, water distribution, sewer conveyance and DISC (and, if applicable, sewer treatment) established by the Authority. Without limiting the generality of this Section 10 or the

other provisions of this Agreement, the following are specific examples of provisions in the Authority's Rules and Regulations that are superseded by the terms of this Agreement or are otherwise agreed to by the parties as being inapplicable to the Property and Owners:

SECTION II- CONDITIONS OF SERVICE, Subsections 1 and 2  
 SECTION II A - UNIVERSAL METERING AND REMOTE READING PROGRAM, Subsection 11  
 SECTION III - APPLICATION FOR SERVICE, all Subsections  
 SECTION V.A - INSTALLATION OF SERVICE LINES, FLAT RATE CONVERSION FOR COMMERCIAL/INDUSTRIAL, all Subsections  
 SECTION V.B. - INSTALLATION OF SERVICE LINES FOR RESIDENTIAL CUSTOMERS CURRENTLY ON FLAT RATE, all Subsections  
 SECTION V.C. - INSTALLATION OF SERVICE LINES FOR RESIDENTIAL CUSTOMERS ON PARTY LINE SERVICE, all Subsections  
 SECTION VII - FIRE HYDRANTS AND WATER FOR FIRE PURPOSES (as relating to fees and charges)  
 SECTION VIII - BILLING PROCEDURE, Subsections 1, 2 and 3  
 SECTION X - TERMINATION OF SERVICE, Subsection 1, but only with respect to shutting off water service for repairs or other circumstances other than those permitted by the terms of this Agreement, including but not limited to Section 14 hereof.  
 SECTION X - TERMINATION OF SERVICE, Subsections 2, 3 and 4  
 SECTION XI - ESTIMATES, all Subsections  
 SECTION XII - TIME EXTENSIONS, all Subsections  
 SECTION XVII - RATES FOR WATER AND SEWER SERVICE, all Subsections

#### **11. Water Line Replacement.**

- a. In consideration of Bay Valley's agreement to abandon all or substantially all of the Existing Plant Water System and cause the Property to rely exclusively on water from the Authority from and after the Activation Date, the Authority shall: (i) following receipt of the Construction Notice (if any), replace the existing 10-inch water line that conveys water to the 2013 Property by installing and connecting to the 2013 Property a new 16-inch water line (the "New Line") in accordance with the terms of this Section 11; and (ii) cause the 2013 Property to be connected to and provided with Authority water from another water main adjacent to the 2013 Property, so that the entire 2013 Property is supplied with such quantity, flow, and quality of water that Bay Valley, in its reasonable discretion, determines to be acceptable and equivalent in terms of water quantity, flow and quality as if the New Line were fully-constructed, operable, operating and connected to the 2013 Property in accordance with the provisions of this Agreement (the "**Equivalent Alternative**").
- b. Within sixty (60) calendar days of the Effective Date, Bay Valley or its successor Owners may deliver a written notice to the Authority (the "**Construction Notice**")

notifying the Authority of a date (the “**Full Service Deadline**”), not less than five (5) months following the date of the Construction Notice, on which either the New Line or Equivalent Alternative must be fully-constructed, operable, operating and connected to the 2013 Property in accordance with the provisions of this Agreement. This Agreement shall immediately terminate and be of no further force and effect if, within sixty (60) calendar days of the Effective Date, Bay Valley or its successor Owners have not delivered the Construction Notice and also have not provided the Authority with an alternative written notice stating that the Activation Date has occurred, or may occur in the future, on the basis of the Equivalent Alternative. Provided the Construction Notice has been given, the Authority shall cause the New Line to be fully-constructed, operable, operating and connected to the 2013 Property in accordance with the provisions of this Agreement on or before the Full Service Deadline, subject, however, to delays in the Authority receiving required permits from the Pennsylvania Department of Environmental Protection (“**DEP**”) beyond the reasonable control of the Authority and delays for inclement weather. Further, the Authority shall deliver: (i) twice-monthly status reports to Bay Valley regarding the progress of New Line; and (ii) written notice to Bay Valley no fewer than thirty (30) days prior to the date on which the Authority reasonably expects the New Line to be fully-constructed, operable, operating and connected to the 2013 Property in accordance with the provisions of this Agreement, in order for Bay Valley to prepare as necessary for any remaining abandonment of the Existing Plant Water System and connection to the New Line. The Authority and Bay Valley shall use their respective best efforts to coordinate with one another immediately prior to the actual Activation Date and to cause the Activation Date to occur with minimum interference to current Bay Valley or Authority operations.

- c. The parties understand and agree that if: (i) Bay Valley or its successor Owners have delivered the Construction Notice; (ii) the Authority has caused the New Line to be fully-constructed, operable, operating and connected to the 2013 Property prior to the Full Service Deadline in accordance with its obligations under Section 11(b); and (iii) Bay Valley or its successor Owners terminate this Agreement within ten (10) years from the Activation Date, the terminating Owners shall reimburse the Authority for

the Authority's actual engineering and construction costs to establish the New Line (net of grants or contributions from other property owners), not to exceed the maximum set forth in the amortization schedule attached hereto as **Exhibit C** and incorporated herein. The Authority shall maintain the New Line (or Equivalent Alternative, if applicable) and all other elements of the Authority's water, sewer, and stormwater systems at its cost.

**12. No Resale.** No Owner may resell Authority-supplied water to any person or entity, including any municipality or municipal authority that is not an Owner or an occupant of the Property or any portion thereof.

**13. Force Majeure.** The parties' respective obligations under this Agreement shall be subject to acts of God, unavoidable accidents, and other causes beyond the control of such Party.

**14. Quantity and Pressure.**

- a. The Authority shall supply water to Bay Valley in the quantity required by Section 5(a) or Section 5(b) hereof (as applicable) and at the pressure that may be available from time to time by the Authority's System (as modified pursuant to Section 11 hereof); subject however, to the provisions of this Section 14.
- b. The Authority may restrict or reduce the flow of water to the Property if:
  - i. the Authority is restricting the flow of water to all of its customers in the same pressure district that supplies the Property;
  - ii. the Authority has notified each Owner at least six (6) hours prior to the commencement of the restriction or reduction, using such emergency contact information (if any) and method the Owner has most recently provided to the Authority by written notice;
  - iii. following the Activation Date, the reduced flow of water to the Property is not below one hundred fifty-six thousand (156,000) gallons per hour.
- c. A restriction or reduction in the flow of water to the Property meeting all three (3) criteria set forth in Section 14(b) shall be referred to herein as a "**Qualified Reduction**".
- d. The Authority also shall have the right to interrupt water service to the Property if:
  - i. the Authority is unable to supply potable water;

- ii. the Authority is interrupting the service to all of its customers in the same pressure district that supplies the Property;
  - iii. the Authority has notified each Owner at least six (6) hours prior to the commencement of the interruption, using such emergency contact information (if any) and method the Owner has most recently provided to the Authority by written notice;
  - iv. the interruption lasts no longer than two (2) hours.
- e. An interruption in the flow of water to the Property meeting all four (4) criteria set forth in Section 14(d) shall be referred to herein as a **“Qualified Interruption”**.
- f. The Authority shall use its best efforts to address the cause of any restriction, reduction or interruption and to resume full water service as soon as possible, regardless of whether any of the foregoing is a Qualified Reduction or Qualified Interruption.
- g. In the event of a reduction, restriction or interruption of water flow to the Property that is not caused by Force Majeure, and is not a Qualified Reduction or Qualified Interruption, the Owner may offset any amounts owed to the Authority for the costs incurred by Owner directly resulting from such loss of water.
- 15. Rates and Charges Reasonable.** The parties agree that the rates and other charges established by this Agreement are reasonably related to the services used or available for use by the Property. The Authority represents and covenants that it has exclusively determined that the rates and other charges established by this Agreement: (i) bear a reasonable relationship to the Authority’s costs of providing such services; (ii) are reasonable and uniform; and (ii) are in compliance with applicable law, including but not limited to the Resolutions adopted by the Authority, the Resolution or Ordinance creating the Authority, the Authority’s Articles and Bylaws, and the Pennsylvania Municipal Authorities Act, including without limitation §§5607(d)(9), (21), (22) and (24) thereof. The Authority hereby indemnifies and holds harmless Bay Valley and its successors and assigns hereunder for the costs and liabilities (including attorneys fees) incurred by the indemnified parties arising from any formal or informal challenge, suit or proceeding brought against the Authority or any Owner arising in connection with the rates and other

charges established by this Agreement, including, without limitation, any challenge brought pursuant to Pennsylvania Municipal Authorities Act.

**16. Confidentiality.** Except where disclosure may be required by judicial order, the Commonwealth of Pennsylvania's Open Records Law or Sunshine Act, this Agreement and its terms shall be confidential and shall be maintained by the parties as such. The foregoing, shall not preclude: (i) any party from disclosing the terms of this Agreement to its employees, officers, directors, attorneys and consultants; or (ii) the Authority from disclosing the terms of this Agreement to prospective purchasers, investors or financing sources of the Authority; or (iii) any Owner from disclosing the terms of this Agreement to prospective Owners, investors, lenders, tenants or occupants of the Property.

**17. Successors and Assigns.**

- a. The Agreement shall be binding upon and inure to the benefit of the Authority and its corporate successors and assigns, including but not limited to any entity acquiring all or substantially all of the property of the Authority, whether by contract, judicial procedure, or statutory procedure, including but not limited to the procedure provided for in Pennsylvania Municipal Authorities Act §5619(b) in connection with a termination of the Authority's legal existence.
- b. The Agreement shall be binding upon and inure to the benefit of Bay Valley and its permitted successors and assigns under this Section 17(b). This Agreement may not be assigned by Bay Valley without written notice to the Authority. Further, this Agreement may not be assigned in whole or part by Bay Valley or any other Owner to any person or entity other than another Owner without the Authority's written consent, which consent shall not be unreasonably withheld or conditioned. Simultaneously with any conveyance that will cause the Property (or a portion thereof) to have multiple Owners, any transferring Owner shall (i) cause all of the successor Owners to enter into a written agreement designating their respective rights and responsibilities hereunder so that the Authority's rights and interests hereunder are not diminished; and (ii) cause a copy of such agreement to be delivered to the Authority. Simultaneously with any acquisition that will expand the Property through one or more Additional Fee Parcels or Additional Supplementary Parcels, the acquiring Owner shall (i) cause all of the Owners to enter into a written agreement

designating their respective rights and responsibilities hereunder with respect to such Additional Fee Parcels or Additional Supplementary Parcels so that the Authority's rights and interests hereunder are not diminished; and (ii) cause a copy of such agreement to be delivered to the Authority.

- 18. Notices.** Unless otherwise notified in writing, each party shall send notices and other communications by facsimile or nationally-recognized overnight carrier to the other parties at the address shown below or such other addresses as have been provided to the sending party in a prior written notice:

To the Authority: The Pittsburgh Water and Sewer Authority  
Penn-Liberty Plaza I  
1200 Penn Avenue  
Pittsburgh, Pennsylvania 15222  
Attention: Executive Director

To Bay Valley: Bay Valley Foods, LLC  
Director of Engineering  
1080 River Avenue  
Pittsburgh, Pennsylvania 15212  
Attention: David Rickerson

With a copy to: Bay Valley Foods, LLC  
2021 Spring Road  
Suite 600  
Oak Brook, Illinois 60523  
Attention: General Counsel

- 19. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior negotiations. This Agreement shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by the parties hereto.
- 20. Counterparts and Digitally-Transmitted Signature.** This Agreement shall be executed in two counterparts, each of which shall be deemed an original, and proof of execution may be exchanged by digital means such as facsimile or electronically-mailed .pdf files.
- 21. Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.



- 22. No Third-Party Beneficiaries.** This Agreement shall create no rights in any party other than the Authority and Owners, and no other party is intended to be a third-party beneficiary of this Agreement, except as may be specifically indicated herein.
- 23. Headings.** Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any purpose.
- 24. Severability.** In the event that any of the provisions of this Agreement are found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 25. Authority Representations.**
- a. *Authorizing Resolution.* This Agreement is entered into by the Authority pursuant to Agenda Item No. 19 of 2013, approved at a meeting of its Board held on March 8, 2013.
  - b. *Due Authority.* The Authority has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Authority proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (iii) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.
  - c. *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party or is bound (including but not limited to any agreement or instrument relating to bond or other financing for the Authority), and do not and will not constitute a default under any of the foregoing.



- d. *No Litigation.* To the best of the Authority's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the Authority, threatened against the Authority with respect to the subject matter of this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Authority, threatened against the Authority seeking to restrain, enjoin or in any way limit the approval or issuance, and execution and delivery of this Agreement or that would in any manner challenge or adversely affect the existence or powers of the Authority to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Authority of, the terms and provisions of this Agreement.
- e. *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery or performance by the Authority of this Agreement.

**26. Bay Valley Representations:** Bay Valley makes the following representations and warranties, which are true and correct on the date hereof:

- a. *Due Authority.* Bay Valley has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Bay Valley, enforceable in accordance with its terms except as enforcement may be limited by general principles of equity whether applied by a court of law or equity, including, without limitation: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (such as waiver, laches or estoppel) as applied to a party seeking enforcement; or (iii) the requirement of good faith and fair dealing and the application of reasonable commercial standards of conduct in performance and enforcement of agreements on the part of the party seeking enforcement.
- b. *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms

and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which Bay Valley is now a party, and do not and will not constitute a default under any of the foregoing.

- c. *No Litigation.* To the best of the Bay Valley's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the Bay Valley, threatened against the Bay Valley with respect to the subject matter of this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Bay Valley, threatened against the Bay Valley seeking to restrain, enjoin or in any way limit the approval or issuance, and execution and delivery of this Agreement or that would in any manner challenge or adversely affect the existence or powers of the Bay Valley to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Bay Valley of, the terms and provisions of this Agreement.

**27. Termination.** This Agreement may not be terminated by the Authority unless the Owners have some viable alternative source of potable water and sewer conveyance service substantially comparable to that provided hereunder in terms of cost, quantity and quality. This Agreement may not be terminated by Bay Valley or any other Owners except in writing delivered within the six (6) months prior to the date on which the then-current Term would be automatically extended for the next ten (10) years.

**28. Nonliability of Officials and Employees.** No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of any party (disclosed or undisclosed) shall have any personal liability to the other parties with respect to the subject matter of this Agreement.

**29. Estoppels.** Within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such party's knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or

performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid incentives for the term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

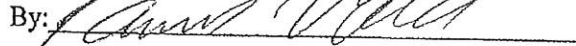
**[signatures follow on next page]**

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

WITNESS:



THE PITTSBURGH WATER AND SEWER  
AUTHORITY

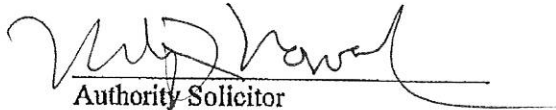
By: 

Print  
name: James L. Good

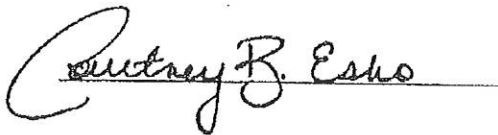
Title: Interim Executive Director

Date: 4/5/13

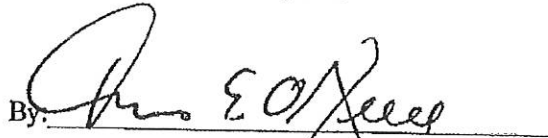
Approved as to form:

  
Authority Solicitor

WITNESS:



BAY VALLEY FOODS, LLC

By: 

Print  
name: THOMAS E. O'NEILL

Title: EVP + General Counsel

Date: 4-5-13

THIS AGREEMENT

MADE and entered into this 12 day of JUNE A.D. 1961,  
by and between HAMPTON TOWNSHIP MUNICIPAL AUTHORITY, of the Township of  
Hampton, County of Allegheny and Commonwealth of Pennsylvania, a body corpo-  
rate and politic organized and existing under and by virtue of the laws of  
the Commonwealth of Pennsylvania, hereinafter known as the "AUTHORITY",  
party of the first part,

A  
N  
D

TOWNSHIP OF SHALER, of the Township of Shaler, County of Allegheny and  
Commonwealth of Pennsylvania, a municipal corporation created and existing  
under and by virtue of the laws of the Commonwealth of Pennsylvania, herein-  
after called the "TOWNSHIP", party of the second part.

## W I T N E S S E T H:

WHEREAS, the AUTHORITY owns and operates a public water supply  
system, serving areas of the Township of Hampton, and plans to enlarge and  
expand this system in order to meet the urgent demand for water in areas  
where no public water supply system exists, including the southeast portion  
of Hampton Township and parts of Indiana Township; and

WHEREAS, the TOWNSHIP maintains and operates a waterworks system  
and is engaged in the business of supplying water for ordinary and domestic  
uses to persons and corporations within the limits of Shaler Township; and

WHEREAS, in order to expand and enlarge their respective systems  
and in order for the AUTHORITY to obtain additional quantities of water, the  
AUTHORITY desires, therefore, to purchase and receive an adequate supply of  
water for ordinary, domestic and other uses and the TOWNSHIP desires to sell  
and supply such an adequate supply of water.

NOW, THEREFORE, the parties heretofore and in consideration of the  
charges, rents, covenants and agreements contained herein covenant each with  
the other as follows, to-wit:

1. The TOWNSHIP covenants and agrees that from the date water is turned into the water storage standpipe contemplated under the terms of this Agreement until the date of expiration of this Agreement, the TOWNSHIP will supply and deliver to the AUTHORITY the water requirements of the AUTHORITY, upon the terms and conditions set forth in this Agreement.
2. The TOWNSHIP covenants and agrees to furnish a part or all of the water requirements of the AUTHORITY, up to the extent of five hundred thousand (500,000) gallons per day if required by the AUTHORITY.
3. The AUTHORITY covenants and agrees to purchase from the TOWNSHIP a minimum quantity of fifty thousand (50,000) gallons of water per day during the time this Agreement is in effect.
4. The AUTHORITY covenants and agrees to pay the TOWNSHIP for water service furnished hereunder during the first three (3) years of this Agreement at the following rates:
  - a) For service to the AUTHORITY'S existing water meter installation located at or near the intersection of Elfinwild Road and Mount Royal Boulevard, or for service to any future metering installation which is connected directly to the main SHALER system; the sum of twenty-eight cents (\$0.28) per each one thousand (1,000) gallons consumed by the AUTHORITY.
  - b) For service to the high service area extending beyond the AUTHORITY'S water meter installation located on Mary Ann Drive at the Shaler-Indiana Township Dividing Line, or for any other service area requiring booster pumping by the TOWNSHIP; the sum of thirty-one cents (\$0.31) per each one thousand (1,000) gallons consumed by the AUTHORITY.
  - c) During periods wherein it is required that, because of high demands, the TOWNSHIP must purchase water from an existing connection with the City of Pittsburgh to supplement the supply; then the rates set forth hereunder shall be increased five cents (\$0.05) per one thousand (1,000) gallons consumed. The quantities of water billed at this rate shall be based on the percentage derived by dividing said quantity of water purchased by the quantity of water produced by the TOWNSHIP during the same period of time.

All bills for water service shall be due and payable after presentation, and if not paid within twenty-five days after the date of presentation, shall be subject to a penalty of ten (10) per cent. For the fourth, fifth, and sixth years of this Agreement, the AUTHORITY agrees to pay at a rate to be determined by the parties hereto at the end of the first three year period,

at which time, if there is no increase or decrease in the production costs of water to the TOWNSHIP, the rate shall remain the same as the rate effective for the first three year period, but in the event there is an increase or decrease in production costs of water, the rate shall be increased or decreased in proportion to such increased or decreased costs.

Should the parties fail to reach an agreement as to the water rate to be charged for the second three year period, then the matter shall be the subject of arbitration as hereinafter set forth and, when the rate for the second or subsequent three year period shall be established, it shall become effective retroactive to the first day or beginning of the second period or subsequent three year period. If arbitration shall be necessary, the arbitrators shall be chosen as follows:

The TOWNSHIP shall choose one arbitrator, the AUTHORITY shall choose one arbitrator, and the two arbitrators so chosen shall choose a neutral disinterested person who shall serve as the third arbitrator. If, however, the two arbitrators, as chosen by the parties hereto shall not agree upon the third arbitrator, then application shall be made to the Courts of this County to choose the third arbitrator, and the arbitrator so chosen by the Courts shall be binding upon the parties hereto.

5. The AUTHORITY covenants and agrees to furnish, install and maintain, at the sole cost and expense of the AUTHORITY, such meter or meters as are required at all points of connection. The meters shall be subject to the approval of the TOWNSHIP.

6. The meters shall be read monthly or quarterly for billing purposes by a representative of the TOWNSHIP; said readings to be made upon a date mutually agreed upon by the TOWNSHIP and the AUTHORITY, and said date shall be the same for each month or quarter of the year, except that when said date falls on a Sunday or Legal Holiday, the reading shall be made on the next business day following the Sunday or Legal Holiday. The period of time elapsing between said monthly or quarterly readings shall constitute the monthly or quarterly billing period. On or before the tenth (10th) day following said meter readings for water service, the TOWNSHIP shall render

a bill to the AUTHORITY, and, as previously set forth, if said bill is not paid within twenty-five (25) days after presentation, the bill shall be subject to a penalty of ten per cent (10%). If the twenty-fifth (25th) day falls on a Sunday or a Legal Holiday, payment not subject to a penalty may be made on the next business day following the Sunday or Legal Holiday.

The TOWNSHIP, at its option, may serve any delinquent notices by mail, by telephone call or in person to the effect that, unless the delinquent bill is paid within ten (10) days from receipt of notice as hereinabove set forth, service will be discontinued. Service of delinquent notices as hereinabove set forth shall be made upon the AUTHORITY serving notices as provided under the terms of Paragraph 15 of this Contract. If water service is discontinued as hereinabove set forth by the TOWNSHIP, it will not be restored to the AUTHORITY until all unpaid bills and charges, including the turn-on charge, are paid to the TOWNSHIP, or satisfactory arrangements made therefor for such payments.

7. The meter or meters used in determining the quantity of water supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the AUTHORITY at such time or times as the AUTHORITY may deem necessary. If any meter shall be discovered to be inaccurate or incorrect, it shall be restored to an accurate and correct condition, or it shall be replaced with an accurate and correct meter by the AUTHORITY. The TOWNSHIP shall have the right to request that a special meter test be made at any time. If any test made at the request of the TOWNSHIP discloses that the meter tested is registering correctly or within two per cent (2%) of normal, the expense of such test shall be borne by the TOWNSHIP. The AUTHORITY shall bear the expense of all other meter tests, and a representative of the TOWNSHIP shall have the right to be present at all meter tests and calibration tests, and the results shall be open to examination by the TOWNSHIP. If a meter tested is found to be not more than two per cent (2%) above or below normal, the meter shall be considered to be accurate and correct for the purposes of billing. However, if, as a result of any such test, said meter is found to register in variation in excess of two per cent (2%) from normal, correction shall be made in the billing, but no such correction shall extend



beyond ninety (90) days previous to the date on which inaccuracy or incorrectness is discovered by test. The correction in billing shall be based on the assumption that the consumption of water was the same as for the most nearly comparable periods of like operation during which water service was correctly measured.

8. Should any other metered connections be made hereafter subject to approval by the AUTHORITY with the water lines of the TOWNSHIP for the purpose of providing another outlet through which the TOWNSHIP would furnish water, the terms included under this Agreement shall apply to the furnishing of such additional services.

9. The TOWNSHIP covenants and agrees that the supply of water to the AUTHORITY shall not be discontinued except in cases of actual emergency; but, however, in the event that the TOWNSHIP shall find it necessary to temporarily discontinue the supply of water to the AUTHORITY for the purpose of making replacements or repairs to its facilities, or for any other reason, and no actual emergency exists, the TOWNSHIP shall, if possible, give to the AUTHORITY notice of intention to so do and such notice shall state the time and duration of such interruption of water service. Notice shall be given to the AUTHORITY as provided in Paragraph 15 of this Agreement.

10. The TOWNSHIP covenants and agrees that it will use all responsible diligence in providing a constant and uninterrupted supply of water for the AUTHORITY, but the TOWNSHIP shall not be liable to the AUTHORITY hereunder, nor shall the AUTHORITY be liable to the TOWNSHIP hereunder by reason of failure of the TOWNSHIP to deliver or of the AUTHORITY to receive water as the result of fire, strike, riot, explosion, flood, accident, breakdown, Acts of God, or the public enemy, or other acts beyond the control of the party affected; it being the intention of each of the parties hereto to relieve the other of the obligation to supply water or to receive water and pay for water when, as a result of any of the above-mentioned causes, either party may be unable to deliver or use, in whole or in part, the water hereunder agreed to be delivered and received. The parties hereto covenant and agree that they and each of them shall be prompt and diligent in removing and

overcoming the cause or causes of such interruptions, but nothing herein contained shall be construed as permitting the TOWNSHIP to refuse to deliver and the AUTHORITY to refuse to receive water after the cause of interruption has been removed. In the event of impaired or defective service, the AUTHORITY shall immediately give notice to the nearest office of the TOWNSHIP, by telephone or otherwise, confirming such notice in writing as soon thereafter as practicable.

11. The AUTHORITY contemplates servicing of water in the Middle Road area in the Township of Indiana and in the Township of Hampton, and in so doing, will construct a standpipe located at the highest point to serve all three municipalities including Shaler, Indiana and Hampton Townships, which standpipe, to be constructed by the AUTHORITY, shall not exceed the maximum capacity of two hundred thousand (200,000) gallons. The TOWNSHIP covenants and agrees to provide all the facilities necessary in getting water to said standpipe, including the pump station and required pipe to the tank site. The AUTHORITY will be responsible for the construction and maintenance of the standpipe and the meter pit at or near the TOWNSHIP dividing line and covenants and agrees to maintain said standpipe tank.
12. The TOWNSHIP will allow the AUTHORITY a credit against future bills to an amount equal to the difference in cost between the total cost of the tank actually constructed, which is required to serve all three areas, including Shaler, Indiana and Hampton townships, in this vicinity, and the cost of a one hundred thousand (100,000) gallon tank. Said credit to inure and continue until exhausted, commencing on the first billing date after construction of said standpipe. The cost of the hypothetical one hundred thousand (100,000) gallon tank will be the lowest bid obtained pursuant to a duly advertised invitation for bids in accordance with AUTHORITY law at the same time bids are received for construction of the actual two hundred thousand (200,000) gallon tank, plus ten (10) per cent for overhead, including advertising, engineering and legal expenses. The cost thus determined will be certified to the TOWNSHIP by the Consulting Engineer in charge of the construction project, and which cost so certified will be the basis of the credit hereinbefore mentioned.

13. The AUTHORITY covenants and agrees to pay for the construction costs of the tank, required valve chamber, and meter pit.
14. This Agreement supersedes all previous Agreements or representations, either oral or written, heretofore made by the AUTHORITY and the TOWNSHIP with respect to matters herein contained, except the existing Agreement, which will remain in effect until the date water is turned into the water storage standpipe contemplated under the terms of this Agreement, at which time this Agreement will supersede and take the place of the previously existing Agreement.
15. All notices which, under the terms and conditions of this Agreement, are required or authorized to be given to the AUTHORITY shall be given to the HAMPTON TOWNSHIP MUNICIPAL AUTHORITY, Route 8, Allison Park, Pennsylvania. All notices which, under the terms and conditions of this Agreement, are required or authorized to be given to the TOWNSHIP shall be given to the TOWNSHIP OF SHALER, 300 Wetzel Road, Glenshaw, Pennsylvania. All notices required or authorized to be given under this Agreement shall be mailed in the ordinary course of business to the addresses set forth above.
16. The term of this Agreement shall continue for a period of three years from the 12 day of JUNE, 1961 to the 12 day of JUNE, 1964, with an option in both parties hereto to continue said Agreement for an additional period of three years, said option to be subject to the terms and conditions as hereinafter set forth. If either or both parties desire to exercise the additional option for three years, they shall notify the other party in the manner provided for notices to be given as hereinafter set forth in paragraph 15 of this Agreement, in writing, at least three (3) months prior to the expiration of this Agreement.
17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF, the HAMPTON TOWNSHIP MUNICIPAL AUTHORITY has caused this Agreement to be signed by its Chairman of the Board, attested by its Secretary, and its official seal to be hereto attached; and the TOWNSHIP OF SHALER has caused this Agreement to be signed by its Chairman of the Board of Commissioners, attested by its Secretary, and its official seal hereto attached, the day and date first above written.

HAMPTON TOWNSHIP MUNICIPAL AUTHORITY

BY

Frank Burford  
Chairman

ATTEST:

Alm C. Hess  
Secretary

TOWNSHIP OF SHALER

BY

William J. Farwell  
Chairman

ATTEST:

Ed Simpson  
Secretary

**AGREEMENT**

Made and entered into this 12<sup>TH</sup> day of FEBRUARY, 1991, by and between the TOWNSHIP OF O'HARA, a Home Rule Community located in Allegheny County and Commonwealth of Pennsylvania, having its principal office at 325 Fox Chapel Road, Pittsburgh, Pennsylvania 15238, (hereinafter called "O'Hara"),

**A N D**

HAMPTON TOWNSHIP MUNICIPAL AUTHORITY, a duly formed and organized municipal corporation, located in the Township of Hampton, Allegheny County and Commonwealth of Pennsylvania, with its principal place of business at 3101 McCully Road, Allison Park, Pennsylvania 15101, (hereinafter called "HAMPTON").

WHEREAS, O'Hara currently serves a water district located within O'Hara, commonly known as the PLEASANT VALLEY WATER DISTRICT which consists of approximately one hundred fifty (150) residential and commercial customers;

WHEREAS, O'Hara no longer desires to assume the responsibility and liability of maintaining a water supply to said Pleasant Valley Water District;

WHEREAS, Hampton is currently in the business of supplying water to residential, commercial and industrial customers located within Hampton Township and surrounding areas;

WHEREAS, O'Hara desires to convey all of its right, title and interest in and to the System which currently services the Pleasant Valley District to Hampton;

WHEREAS, Hampton desires to purchase, acquire and assume the responsibility of providing water service and maintenance to the Pleasant Valley Water District;

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

1. O'Hara hereby transfers all of its right, title and interest in and to the lines, meters, equipment, and rights-of-way currently possessed and/or owned by O'Hara and within the Pleasant Valley Water District (the "System") to Hampton.
2. O'Hara is delivering the System in a condition that will substantially conform to all then currently existing operating standards of Hampton. Hampton has inspected the system and, with the exception of the work listed in Appendix A, confirms such substantial conformity.
3. O'Hara shall bear any and all costs and expenses incident to altering, improving, adjusting and/or changing said System to comply with the currently existing specifications and requirements of Hampton, namely the raising and/or modification of fire hydrants, and the location and/or raising of valve boxes, curb boxes, and blow offs as needed and all other modifications as designated in Appendix "A" attached hereto and made a part hereof.
4. O'Hara shall deliver to Hampton the entire customer list so that said customers served by the System shall become the sole exclusive customers of Hampton.

JAN 13 '98 13:11

5. Incident to said assignment of the customer list to Hampton, O'Hara shall assume all the responsibility of properly notifying said customers, not only of the change of the ownership of the System and the designation of the supplier of water and services to said customers, but shall also assume the responsibility of notifying said customers of any and all adjustments and rate increases of which Hampton has notified O'Hara prior to the transfer of the System.
6. Hampton, by accepting the System, which it does hereby, shall assume all the responsibility of owning and maintaining the System and supplying water to the customers served by the System.
7. The water supply to the System shall be supplied incident to an outstanding water sales agreement between O'Hara and The Pittsburgh Water and Sewer Authority, which agreement provides for the supply of water at bulk rates to O'Hara for supply to the Pleasant Valley Water District and Hampton agrees to be bound thereby.
8. Hampton hereby assumes the responsibility of generally maintaining and servicing the System at its own cost and expense from the date of this agreement and assumes the responsibility of indemnifying and saving O'Hara harmless from any and all claims incurred from said date hereafter.
9. O'Hara shall assume the responsibility of indemnifying and saving Hampton harmless as to any and all claims which may be outstanding but not resolved between customers and O'Hara prior to the date of execution of this agreement.

10. O'Hara shall reimburse Hampton's cost of repairing major unforeseen defects in the pipelines included in the system, which defects manifest themselves within two (2) years following the date of this agreement.

11. This agreement shall operate as that document necessary to assign and/or transfer lines, customers, valves, and fire hydrants from O'Hara to Hampton, and each party agrees to execute all further documents required to place the terms and conditions of this agreement into effect.

12. This agreement is the entire agreement between the parties and may not be altered or amended except by a subsequent written agreement and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this agreement on the date and year above first written.

ATTEST:

Mary Jane Kuffner Hirt  
MARY JANE KUFFNER HIRT,  
Township Manager

ATTEST:

Robert F. Auld  
ROBERT F. AULD, Secretary

TOWNSHIP OF O'HARA

BY William H. Crooks, Jr.  
WILLIAM H. CROOKS, JR.  
President of Council

HAMPTON TOWNSHIP MUNICIPAL  
AUTHORITY

BY Edward G. Burgess  
EDWARD G. BURGESS, Chairman



CONSENT

The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at the Porter Building, Suite 700, Pittsburgh, Pennsylvania, 15219, consents to the foregoing Agreement and agrees, at the request of O'Hara Township, to the transfer of all O'Hara's right and interest in the water sales agreement by and between the Pittsburgh Water and Sewer Authority and the Township of O'Hara, to the Hampton Township Municipal Authority, such transfer to be without prejudice to the Pittsburgh Water and Sewer Authority, to be paid for water supplied to the Pleasant Valley Water District prior to the effective date of the foregoing Agreement.

*authorizing Res. 15 of 1991, P.W.S.A.*

ATTEST:

THE PITTSBURGH WATER  
AND SEWER AUTHORITY

*Leah Borman*  
Secretary

By: *Pennell*  
Chairman

707 100 10 105 1017

**"APPENDIX A"****ALTERATIONS, IMPROVEMENTS AND MODIFICATIONS  
TO THE  
PLEASANT VALLEY WATER DISTRICT**

1. O'Hara will locate, adjust, replace or repair all curb and valve boxes in accordance with Hampton specifications and standards prior to the date of this Agreement.
2. O'Hara will reimburse Hampton for the preparation of reference drawings for all valves, fire hydrants, blow offs and curb boxes in accordance with Hampton specifications and standards. The actual cost for this work is "not to exceed" \$2,000.00.
3. O'Hara will reimburse Hampton for costs associated with the modifications or construction of blow off assemblies and fire hydrants; the construction of additional valves and boxes; the replacement of approximately 450 linear feet of two (2") inch cast iron waterline and other unspecified improvements deemed necessary in accordance with Hampton Specifications and Standards. The actual cost for this work is "not to exceed" \$36,000.

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## RESOLUTION NO. 15 OF 1991

Authorizing Consent to Agreement between O'Hara Township  
and Hampton Township Municipal Authority

RESOLVED, that the proper officers of The Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized to execute a consent to an agreement between O'Hara Township (O'Hara) and Hampton Township Municipal Authority (Hampton) under which Hampton will acquire O'Hara's Pleasant Valley Water District and O'Hara will transfer to Hampton its rights in the Water Sales Agreement between O'Hara and The Pittsburgh Water and Sewer Authority, and the water supply to said District shall be incident to said Water Sales Agreement.

EXTENSION AGREEMENT

by and between

HAMPTON TOWNSHIP  
MUNICIPAL AUTHORITY

and

TOWNSHIP OF SHALER

---

Ralph H. German, Esq.  
HOUSTON, COOPER, SPEER & GERMAN  
OLIVER BUILDING  
PITTSBURGH, PA. 15222

THIS EXTENSION AGREEMENT

MADE and entered into this 11th day of September , 1968,

BY AND BETWEEN

HAMPTON TOWNSHIP MUNICIPAL AUTHORITY, of the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, hereinafter known as the "Authority", party of the first part,

AND

TOWNSHIP OF SHALER, of the Township of Shaler, County of Allegheny and Commonwealth of Pennsylvania, a municipal corporation created and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, hereinafter called the "Township", party of the second part.

WITNESSETH:

WHEREAS, the parties hereto, on June 12, 1961, entered into an agreement with respect to furnishing of water by the Township to the Authority upon terms and conditions specified therein, and

WHEREAS, the parties hereto desire to continue said agreement in full force and effect indefinitely.

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

FIRST: Paragraph 16 of said agreement of June 12, 1961, is deleted in its entirety and the following substituted therefor:

"16. This agreement shall continue in full force and effect until terminated by either party upon ninety (90) days prior, written notice to the other party."

SECOND: In all other respects, said agreement of June 12, 1961, shall remain in full force and effect.

IN WITNESS WHEREOF, the HAMPTON TOWNSHIP MUNICIPAL AUTHORITY has caused this agreement to be signed by its Chairman of the Board, attested by its Secretary, and its official seal to be hereto attached; and the TOWNSHIP OF SHALER has caused this agreement to be signed by its Chairman of the Board of Commissioners, attested by its Secretary, and its official seal hereto attached, the day and date first above written.

ATTEST:

John C. Hess  
Secretary

ATTEST:

Frank J. [Signature]  
Secretary

HAMPTON TOWNSHIP MUNICIPAL  
AUTHORITY

By

Frank J. [Signature]  
Chairman

TOWNSHIP OF SHALER

By

Robert F. [Signature]  
Chairman

TUS-1-R7 Attach H

**WATER SALES AGREEMENT**

THIS WATER SALES AGREEMENT ("Agreement") is executed as of the 12 day of April, 2013, by and between The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "PWSA"), and The Hampton Shaler Municipal Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "HSA")

**WITNESSETH:**

WHEREAS, the HSA requires a supply of water for resale to customers within Hampton and Shaler Townships and Etna Borough;

WHEREAS, the HSA also requires an emergency supply of water to be used for customers within Hampton and Shaler Townships and Etna Borough should its own supply of water be comprised or for other emergency purposes; and

WHEREAS, the PWSA is willing to provide the HSA with a supply of water for both such uses; and

WHEREAS, it is the intention and the desire of both parties that such delivery and sale of water shall be in accordance with and governed by the terms and conditions of this Agreement and any applicable federal, state and local laws, regulations and ordinances.

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **Water Supply.** The PWSA agrees to sell and deliver to the HSA and the HSA agrees to purchase and accept from the PWSA, subject to the terms and conditions set forth in this Agreement, such quantities of water determined necessary by the HSA, which shall be supplied through and measured by two four-inch (4") meters (hereinafter, the "4-Inch Meters").

Further, the PWSA agrees to sell and deliver to HSWA and the HSWA agrees to purchase and accept from the PWSA, subject to the terms and conditions set forth in this Agreement, such quantities of water determined by the HSWA to be necessary to meet its requirements in case of an emergency affecting the HSWA's water supply. For purposes of this Agreement, an "emergency" shall be a natural disaster, unavoidable casualty, or other occurrence affecting the availability or potability of the water supply, or an unusual demand for water exceeding or straining the supply of treated water readily available to serve the pressure district. Emergency water shall be supplied through and measured by one sixteen-inch meter (hereinafter, the "16-Inch Meter").

The HSWA shall not have the right to sell PWSA-supplied water to or within municipalities other than those municipalities within the HSWA service territory, to other municipal authorities or to other utilities without the prior written consent of the PWSA. Provided, however, that HSWA shall not have the right to sell PWSA-supplied water to bulk water customers without the prior written consent of the PWSA.

The PWSA's obligation to supply water under this Agreement shall be subject to acts of God, unavoidable accidents, and other causes beyond the control of the PWSA. The PWSA shall supply water to the HSWA at the quantity and pressure that may be available from time to time in the PWSA's system; provided, however, that the PWSA may restrict the flow of such water if the PWSA is restricting the flow of water to all of its customers in the same pressure district which supplies the HSWA. The PWSA shall have the right to interrupt the service to the HSWA if at any time the PWSA for any reason shall be unable to supply potable water, but shall do so only in the event that the Authority is interrupting the service to its customers in the same pressure district that supplies the HSWA. The PWSA shall use its best efforts to resume service upon correction of the problem requiring interruption or restriction of flow.

In the event of emergency circumstances affecting the PWSA's systems, the HSWA agrees to act responsibly in the use of water and to cooperate fully with the PWSA in managing water usage.



2. **Demand Regulation.** The HSWA shall receive water through the 4-Inch Meters not to exceed 100,000 gallons per day.

In the event that an emergency causes the HSWA to require the emergency supply of water, the HSWA shall immediately notify the PWSA of said need, and the PWSA will make every reasonable effort to provide the volume of water required. In the event the PWSA is unable to provide the volume of water requested by the HSWA, the PWSA shall immediately notify the HSWA of the quantity of water which can be made available. The PWSA will continue the supply of emergency water at the agreed volume for up to ten days. If the HSWA anticipates that any emergency will require a supply of water exceeding ten days, it will give prompt notice to the PWSA of the anticipated duration of the emergency, with sufficient information and time for the PWSA to evaluate the demand. The PWSA shall not be obligated to supply emergency water for periods in excess of ten days unless at the PWSA's sole discretion it executes an amendment to this Agreement.

3. **Water Quality.** The PWSA agrees to provide potable water meeting all federal, state and local drinking water standards and regulations, as from time to time amended.

4. **Interruption Of Service.** The PWSA shall take all reasonable steps necessary and sufficient to ensure that the supply of water to HSWA under this Agreement continues on an uninterrupted and unrestricted basis. In the event that the PWSA is unable to avoid interruption or restriction in its supply of water to the HSWA under this Agreement, the PWSA shall in all events continue to provide such supply of water as it provides during such period of interruption or restriction to other customers in the same pressure district in which HSWA is supplied. In the event of a foreseeable interruption or restriction of service, the PWSA shall provide the HSWA with twenty-four hour notice of said interruption or restriction, its causes and expected duration. If twenty-four hour notice is not possible under the circumstances, the PWSA shall give such notice as soon as possible. In the event of an unforeseeable interruption or restriction of service, the PWSA shall give the HSWA immediate notice of said interruption or restriction, its causes and expected duration. In all events, Authority shall take all reasonable steps necessary and sufficient to restore service to HSWA as soon as possible after the interruption or restriction of service commences.

5. **Water Rates.** HSWA shall pay the PWSA for all water consumed through and measured by the 4-Inch Meters at the rate of \$2.16 per thousand gallons, with a minimum payment of \$661.44 per month for each of the two 4-Inch Meters. Subject to the limitations stated in Section 2 of this Agreement, in the event of an emergency requiring the consumption of water through the 16-Inch Meter, HSWA shall pay the PWSA for all water consumed through and measured by the 16-Inch Meter at the following rates:

for quantities up to five (5) million gallons--\$6.10 per thousand gallons;

for quantities between five (5) and twenty-five (25) million gallons--\$3.75 per thousand gallons; and

for quantities between twenty-five (25) million and fifty (50) million gallons--\$2.16 per thousand gallons.

There shall be a monthly minimum payment of \$1,250.00 per month, whether or not water is drawn through or measured by the 16-Inch Meter.

The PWSA shall render bills on a monthly basis based upon the monthly minimum and reflecting the actual meter readings for water supplied, and such bills shall be paid by the HSWA within thirty (30) days of receipt. The PWSA shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days.

The PWSA may, beginning in January 2014 and thereafter on an annual basis, increase the water rates payable by the HSWA, including the monthly minimum payments, in amounts equal to, but not exceeding, the average percentage increase approved by the PWSA's Board of Directors for the PWSA's other similar municipality and/or municipal authority water customers; provided, however, no such annual increase shall exceed the percentage increase in the Consumer Price Index in the prior year for the Pittsburgh area, as determined by the Bureau of Labor Statistics of the United States Department of Labor or its successor agency. For purposes of this Agreement, "average percentage increase" shall mean the change in the total amount of revenue resulting from all changes to all rates for all water sales divided by the total amount of revenue resulting from all charges for all water sales prior to the change in rates for an equivalent amount of water over the same length of time. The computation shall not include any revenue unrelated to the purchase of water, such as hydrant rentals, service line installations, interest earnings, miscellaneous charges or any other income unrelated to the actual sale of water.

6. **Effective Date.** This Agreement shall be effective January 1, 2013.

7. **Term Of Agreement.** The initial term of this Agreement shall be a period of five (5) beginning on the January 1, 2013, effective date. The Agreement shall automatically renew for successive one (1) year terms, unless prior written notice of an intent to terminate is provided by either HSWA or PWSA on a date at least one (1) year prior to the intended December 31 Agreement expiration date. Water rate increases, if any, for each renewal period shall be calculated as provided in Section 5 of this Agreement. All other terms of the Agreement shall remain in effect during a renewal period unless mutually agreed by the parties in writing.

8. **Maintenance.** The HSWA shall be responsible for and shall pay for breakage, maintenance, repair, replacement or any other work of any nature whatsoever on the connections to the PWSA sixty-inch (60") water main and to all lines, vaults, fittings, connections, and other necessary appurtenances, other than the meters, that receive or are intended to receive water from the PWSA sixty-inch (60") water main. The PWSA shall be responsible for and shall pay for breakage, maintenance, repair, replacement or any other work of any nature whatsoever on the sixty-inch (60") water main, the 16-Inch Meter, and the 4-Inch Meters. The PWSA shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the water system or waterlines in the HSWA service area, other than as provided in this Section 8.

9. **Indemnification.** The HSWA shall indemnify, save and hold harmless the PWSA, its directors, officers, agents, and employees of and from any and all liens, charges, claims, causes of action, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever arising from or relating to installation, operation or maintenance of the HSWA water distribution system and that portion of the water lines through which water provided under this Agreement is conveyed which lies within the HSWA service area, exclusive of those facilities for which the PWSA has maintenance responsibility under Section 8, or arising from any contamination of said water which occurs subsequent to or during the conveyance of said water to the 16-Inch Meter or either of the 4-Inch Meters. It is the intent of this provision to absolve and protect the PWSA from any and all loss by reason of the HSWA's water distribution system or anything related in any way whatsoever to the HSWA water distribution system.

The PWSA shall indemnify, save and hold harmless the HSWA, its directors, officers, agents, and employees of and from any and all liens, charges, claims, causes of action, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever arising from or relating to installation, operation or maintenance of the PWSA water distribution system, including the main that delivers water to the 16-Inch Meter and the 4-Inch Meters, or arising from any contamination of said water which occurs prior to the conveyance of said water through the 16-Inch Meter or the 4-Inch Meters. It is the intent of this provision to absolve and protect the HSWA from any and all loss by reason of the PWSA's water distribution system or anything related in any way whatsoever to the PWSA's water distribution system.

10. **Operational/Technical Support.** The PWSA will conduct all laboratory water analyses as from time to time required by regulatory agencies for water that the PWSA supplies to the HSWA, and will provide the results of such analyses to the HSWA within twenty-four hours after completion of same. Any additional testing will be performed at the rates established by the PWSA. The HSWA will be solely responsible for all sample collection and delivery to the PWSA's laboratory for any laboratory water analyses to be performed.

11. **Notices.** All notices required or authorized to be given by each of the parties to the other shall be given in writing and mailed in the ordinary course of business by U.S. Mail, addressed to the HSWA at P.O. Box 66, Allison Park, Pennsylvania 15101, Attention: Executive Director, and to the PWSA at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222, Attention: Customer Services Manager.

12. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Amendment.** This Agreement may not be modified or amended in any respect except by written agreement of the parties hereto.

14. **Dispute Resolution.** In the event of any dispute between the PWSA and the HSWA with respect to any matters set forth in this Agreement, such disputes shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927 P.L. 381 as amended, of the

Commonwealth of Pennsylvania. In any such case three arbitrators shall be appointed, one by the PWSA, one by the HSWA, and one by the two arbitrators so appointed by the PWSA and the HSWA. The decision of a majority of the arbitrators shall be binding and conclusive upon the parties. The expense of such arbitration, exclusive of expenses of each party in its own behalf, shall be borne equally by the parties.

15. **Severability.** In case any one or more of the provisions contained in 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 the other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

16. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns.

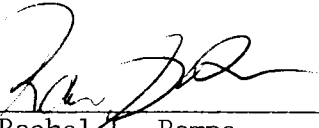
17. **Authorizing Resolutions.** This agreement is entered into by the PWSA pursuant to Agenda Item No. 25 of 2013, adopted at a meeting of its Board held on April 12, 2013, and by the HSWA pursuant to a Resolution duly adopted by its Board of Directors on \_\_\_\_\_, 2013.

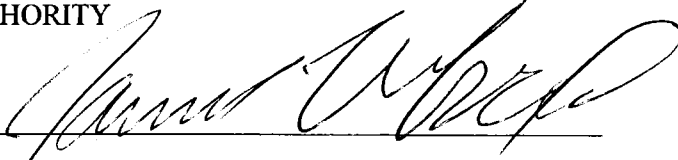
[signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto, by their respective authorized representatives, have executed this Agreement.

WITNESS:

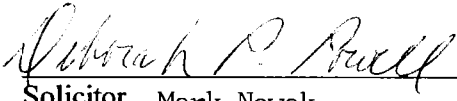
THE PITTSBURGH WATER AND SEWER  
AUTHORITY

  
\_\_\_\_\_  
Rachel L. Rampa  
Executive Secretary

By:   
\_\_\_\_\_  
Print name: James L. Good

Title: Interim Executive Director

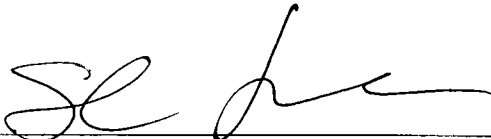
Approved as to form:

  
\_\_\_\_\_  
Solicitor, ~~Mark Nowak~~

WITNESS:

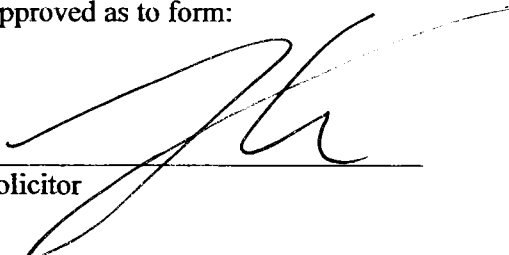
THE HAMPTON SHALER WATER AUTHORITY

  
\_\_\_\_\_  
M. Richard Dunlap, Secretary

By:   
\_\_\_\_\_  
Print name: Samuel Scarfone

Title: Executive Director

Approved as to form:

  
\_\_\_\_\_  
Solicitor



## AGENDA ITEM REQUEST FORM

Originating Department: Customer Service

Phone: 412-255-0769

Department Contact: Kevin Donahue

E-mail: kdonahue@pgh2o.com

Date: April 12, 2013

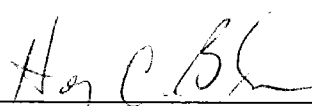
**AGENDA ITEM #** 25      **Approving a Water Sales Agreement with Hampton Shaler Water Authority**

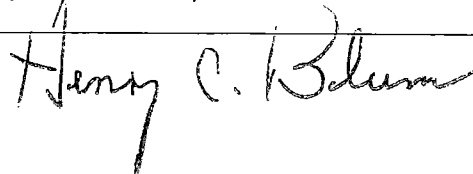
- |   |  |
|---|--|
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Policy                                    |
| <input checked="" type="checkbox"/> Contract/Agreement                                | <input type="checkbox"/> Claims Filed Against PWSA                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Information                               |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Contract Amendment                        |
| <input type="checkbox"/> Change Order/Fund Transfer                                   | <input type="checkbox"/> Authorize solicitation of bid or proposal |
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3 Minute Time Limit) |  |

### STATEMENT OF THE ISSUE:

Approving to renew the wholesale contract with the Hampton Shaler Water Authority. PWSA supplies water to two 4" inch meters and an emergency 16" meter to the Hampton Shaler area.

**FINAL BOARD APPROVAL:  
ADOPTED ON APRIL 12, 2013**

  
Henry C. Blum, Secretary





## AGENDA REPORT

AGENDA ITEM #: 25

**DATE:** April 12, 2013  
**TO:** Board of Directors  
**FROM:** Kevin Donahue, Customer Service Manager  
**SUBJECT:** Approving a wholesale contract with the Hampton Shaler Water Authority (HSWA).

### STATEMENT OF THE ISSUE:

The Pittsburgh Water and Sewer Authority (PWSA) supplies water service to the Hampton Shaler Water Authority (HSWA) through two 4" meters and one 16" meter. The two 4" meters were under agreement with the Hampton Water Authority and the 16" meter was under agreement with the Shaler Water Authority. It is necessary for PWSA to merge the two wholesale agreements into one document now that the Hampton Water Authority has taken over the Shaler Water Authority. This agreement will provide greater contractual efficiencies for PWSA. The 16" meter located at the Lanpher Reservoir is solely dedicated for emergency purposes. This agreement reduces HSWA's monthly minimum charge for the 16" inch meter and establishes a tiered rate structure should there be a need to draw water from PWSA's water supply. The provisions of the agreement protect PWSA from meter maintenance and connection liabilities. The agreement also provides PWSA greater control of water supplied to the Hampton-Shaler area should they experience an emergency lasting greater than (10) ten days.

### RECOMMENDED ACTION AND ALTERNATIVES:

Review and approve the revised wholesale agreement between PWSA and HSWA.

### FINANCIAL IMPACT OF RECOMMENDATION:

PWSA will charge a monthly minimum in the amount of \$661.44 for each 4" meter with an established rate set at \$2.16 per thousand gallons. PWSA will charge a monthly minimum in the amount of \$1250.00 for the 16" meter with an established tiered- per- thousand- gallon rate structure. Please refer to the agreement for tiered pricing details.

### DOCUMENTS ATTACHED:

Agenda Report Cover letter  
PWSA/HSWA Contract Agreement

### FOR MORE INFORMATION:

**Staff contact:** Kevin Donahue  
**Phone:** 412-255-0769  
**E-mail:** kdonahue@pgh2o.com



**RELOCATION/RECONSTRUCTION AGREEMENT**

THIS RELOCATION/RECONSTRUCTION AGREEMENT (the "Agreement") is made on this 28<sup>th</sup> day of March, 2011, by and between The Pittsburgh Water and Sewer Authority, a body corporate and politic situated in the Commonwealth of Pennsylvania, having its principal offices located at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter, the "Authority")

AND

Township of O'Hara, a body politic, having a place of business at 325 Fox Chapel Road, Pittsburgh, Pennsylvania 15238, (hereinafter, the "Developer").

WITNESSETH:

WHEREAS, the Authority operates and maintains a public water distribution system and is engaged in the business of supplying water for ordinary uses within the City of Pittsburgh and nearby areas;

WHEREAS, the Developer owns a certain tract of land within O'Hara Township, Allegheny County, Pennsylvania, located on Fox Chapel Road and known as Squaw Valley Park (hereinafter, the "Property");

WHEREAS, a plan for the channeling of certain facilities is being undertaken along Fox Chapel Road (hereinafter the "Plan");

WHEREAS, the Authority operates and maintains a water main line that crosses the Property as permitted by an easement agreement recorded in the Real Estate Office of Allegheny County at Deed Book Volume 10493, page 241 (the "Existing Easement");

WHEREAS, in order to complete the development of the Plan, the Developer is required to relocate/reconstruct the Authority's existing main water line (hereinafter "Relocated/Reconstructed Facilities");

WHEREAS, the Developer intends to secure any necessary rights-of-way and permits, to fulfill any other legal requirements and to enter into a construction contract or contracts for the construction of the Relocated/Reconstructed Facilities to serve the subdivided properties within the Plan; and

WHEREAS, the Authority is willing to assume responsibility for maintenance and repair of the Relocated/Reconstructed Facilities on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference and made a part hereof.

2. Design and Specifications.

a. The Developer, at its own cost and expense, shall retain qualified engineers registered in the Commonwealth of Pennsylvania to prepare the necessary plans and specifications for the construction and installation of the Relocated/Reconstructed Facilities and for the connection of those Relocated/Reconstructed Facilities with the Authority's distribution main. The Developer shall coordinate the design of the Relocated/Reconstructed Facilities with the Authority and shall obtain the Authority's written approval of the design and the specifications in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein.

b. All water lines to be constructed by the Developer shall be designed in accordance with all applicable federal, state and municipal laws, ordinances, and regulations and the Authority's minimum standards for design and construction of water lines.

3. Easements and Rights-of-Way.

a. The Developer shall convey to the Authority, prior to and as a condition of the Authority's acceptance of the Relocated/Reconstructed Facilities, an easement and right-of-way giving the Authority the right to use, construct, operate, maintain, repair, remove, rebuild, and abandon in place the Relocated/Reconstructed Facilities. The form of the easement agreement shall be reasonably acceptable to the Authority.

b. The Authority shall abandon the Existing Easement, and the termination of the Existing Easement shall be recorded in the Real Estate Office of Allegheny County in a form reasonably acceptable to O'Hara.

4. Pre-Construction Notice. Notice of the date on which construction of the Relocated/Reconstructed Facilities will start shall be given to the Authority not less than three (3) days before the actual start of construction. The Developer shall not begin construction prior to receipt of final construction approval from the Authority.

5. Construction Of Relocated/Reconstructed Facilities.

a. All Relocated/Reconstructed Facilities shall be constructed in strict conformance with the Plans (as defined in Exhibit "A" hereto) and schedule approved by the Authority and all federal, state and local laws, regulations and ordinances and shall meet or exceed the Authority's minimum standards. Developer shall construct and install the Relocated/Reconstructed Facilities entirely at its own cost.

b. The Developer will provide, in construction contracts pertaining to the Relocated/Reconstructed Facilities that (1) the Authority is a third-party beneficiary of such work, that the contractor understands and agrees that it is providing the Authority with the same guarantees it provides to the Developer, and that the Authority shall have the right to enforce the contract(s); and (2) that the construction contract is assigned by the Developer to the Authority effective with the Authority's termination of this Agreement upon an Event of Default (as defined below) and the Authority's notice to the contractor of its intent to accept the assignment, such assignment being subject to the rights of the surety or other guarantor of the Developer's performance.

6. Developer's Bond or Performance Bond.

a. Prior to and as a condition precedent to the Authority's approval to proceed with construction, the Developer shall cause its contractor to deliver to the Authority a developer's bond, performance bond, irrevocable letter of credit or other security acceptable to the Authority, from a source or sources acceptable to the Authority, guaranteeing to the Authority the completion of the Relocated/Reconstructed Facilities in accordance with the approved Plans. The amount of the developer's bond or other security shall be equal to one hundred (100%) per cent of the cost of the Relocated/Reconstructed Facilities as established by submission to the Authority of a bona fide bid or bids from the contractor or contractors chosen by the Developer or, in the absence of such bona fide bids, by estimate prepared by the Developer and approved by the Authority's engineer.

b. The amount of the developer's bond or other security shall be increased under the following circumstances:

(1) if the construction is not complete and the Authority has not accepted the Relocated/Reconstructed Facilities within one (1) year of the date of issuance of the performance bond or other security, the contractor shall have the amount of the bond or other security increased by ten (10%) percent, to one hundred ten (110%) per cent of the amount of the initial bond or other security and, if required, by an additional ten (10%) percent for each subsequent year prior to completion and acceptance;

(2) if the estimated construction cost of the Relocated/Reconstructed Facilities, established in accordance with subsection a. above, increases by more than ten (10%) percent, then the developer's bond or other security shall be increased in like amount.

c. Upon written certification from the Authority's inspector that portions of the Relocated/Reconstructed Facilities have been satisfactorily completed, the Authority may authorize the release of the cost of each such satisfactorily completed portion from the original security posted by the contractor; however, prior to final completion, the financial security shall not be reduced to less than ten (10%) percent of the estimated cost of the New Facilities.

d. Upon the Authority's acceptance of the Relocated/Reconstructed Facilities, as provided in Section 12 below, the Authority shall discharge the developer's bond or other security.

7. Standard of Care.

a. Developer shall perform or have performed the work and services contemplated by this Agreement with that degree of care and diligence practiced by recognized firms providing services of a similar nature; shall cooperate with the Authority to further the installation of the Relocated/Reconstructed Facilities in accordance with this Agreement; and shall furnish sufficient business administration and adequate supervision in order to accomplish the foregoing.

b. The Developer shall cause the contractor to be completely and solely responsible for any and all property damage, financial losses, and/or interruptions of service arising from construction activities related to the Relocated/Reconstructed Facilities or the Plan and affecting water lines, gas lines, electric lines, telephone lines, cable TV lines, drain lines, sanitary and storm sewer lines and all appurtenances and service facilities connected thereto, or any other property of any kind, whether resulting from the activities of the Developer, its employees, agents or contractors (including subcontractors and suppliers of any tier). Upon the occurrence of any such property damage or interruption of service, the contractor shall immediately take action to repair and restore any and all such damaged or disturbed facilities with a material and by a method approved by the authority having jurisdiction over the disturbed facility.

#### 8. Inspection and Testing.

a. The Developer or its representative shall provide the Authority with twenty (20) days' notice of pre-final and final inspections of the Relocated/Reconstructed Facilities or any portion thereof.

b. The Developer will require its contractor constructing the Relocated/Reconstructed Facilities to test and, with respect to water lines, to perform sterilization, in accordance with the requirements of the approved Plans. The Developer or its representative will provide the Authority twenty (20) days' notice of such tests and sterilization, with the opportunity to observe such testing or sterilization, and with copies of any written reports on such tests and sterilizations.

c. Provided that the required notice is provided to the Authority, the Authority shall cause an authorized representative to inspect the work and observe the tests in a timely manner so as not to delay the construction. After any such inspection or observation and, when necessary and appropriate, receipt of any written report on such tests, the Authority shall promptly and in writing either accept such work as completed or reject such work, indicating the reason or reasons therefor.

d. If, contrary to the requirements of subsections a. through c. above, the Relocated/Reconstructed Facilities or any portion thereof are covered or concealed prior the Authority's inspection, the Developer shall have the work uncovered, at the Developer's cost, so as to allow the inspection.

9. Indemnification. To the fullest extent permitted by law (including the Sovereign Immunity Act, 42 Pa. CSA section 8541 et. seq.), the Developer, if negligent, agrees to indemnify, defend, and hold harmless the Authority and its employees, agents, and consultants ("Indemnitees") from and against any and all claims, demands, causes of action, judgments,

damages and costs, including attorneys' fees and costs of defense (hereinafter "Claims and Damages") arising out of or relating to the design and construction of the Relocated/Reconstructed Facilities, including but not limited to any repair costs and any incidental or consequential damages incurred by the Indemnitees due to any failure of the Developer to have the Relocated/Reconstructed Facilities or their connection to the Authority water distribution main installed and constructed in accordance with that degree of care and skill customary to the field or in accordance with the Plans approved by the Authority.

10. Insurance. Prior to the beginning of any construction of the Relocated/Reconstructed Facilities or their connection to the Authority's existing systems, the Developer or its contractor shall deliver to the Authority certificates of insurance policies issued by insurance companies acceptable to the Authority, evidencing the following coverages:

Commercial General Liability    \$1 million per occurrence and in the aggregate

Automobile Liability                \$1 million per occurrence and in the aggregate

The Developer's or contractor's policies shall identify the Authority as an additional insured and shall be specifically endorsed as primary/non-contributory to any coverage carried by the Authority. The Developer's or contractor's policies shall also require thirty (30) days' prior written notice to the Authority of any cancellation, amendment, or non-renewal of the policies.

Either the Developer or its contractor(s) shall secure and, prior to commencing construction of the Relocated/Reconstructed Facilities, provide the Authority with a certificate evidencing builder's risk / all risk insurance in the amount of \$1 million covering all risk of physical loss or damage to the Authority water distribution main and related facilities. The Developer will require its contractor(s) for the water lines to provide reasonable and customary amounts of commercial general liability and automobile liability insurance coverage, and its professional consultants to provide reasonable and customary amounts of commercial general liability, automobile liability, and professional liability insurance coverage. Prior to the beginning of any construction contemplated by this Agreement, the Developer shall provide the Authority with copies of the insurance certificates provided to the Developer by the Developer's contractors and consultants in connection with the design or the construction of the Relocated/Reconstructed Facilities.

#### 11. Maintenance of the Relocated/Reconstructed Facilities.

a. Developer hereby covenants that for a period of eighteen (18) months following the Authority's acceptance of the Relocated/Reconstructed Facilities, the contractor will maintain and will make or cause to be made any and all required repairs and replacements promptly and no later than ten (10) days after written notice from the Authority that maintenance, repair or replacement of the Relocated/Reconstructed Facilities may be required. If any required action has not been taken within ten (10) days of such notice or, for repairs or replacements that cannot reasonably be accomplished within ten (10) days, commenced within that period and continued and completed with reasonable diligence thereafter, the Authority may proceed to repair, replace and maintain the same, or contract to have the same done, and collect the cost of such repairs from the contractor and/or its security provider.

b. Upon completion of construction of the Relocated/Reconstructed Facilities, the Developer or its contractor shall obtain and provide to the Authority: (1) a maintenance bond with a surety licensed to do business in Pennsylvania and approved by the Authority; (2) cash; (3) an irrevocable letter of credit from a source acceptable to the Authority; or (4) other security acceptable to the Authority guaranteeing to the Authority the maintenance of the Relocated/Reconstructed Facilities for a period of eighteen (18) months following the Authority's acceptance of the Relocated/Reconstructed Facilities (hereinafter, "Maintenance Security"). The amount of the Maintenance Security shall be fifteen (15%) percent of the actual cost of construction of the Relocated/Reconstructed Facilities.

12. Acceptance of the Relocated/Reconstructed Facilities. Upon the completion of the following conditions, the Authority shall provide the Developer with written acceptance of the dedication of the Relocated/Reconstructed Facilities to public use. Thereafter, the Developer will not own or have any responsibility for maintenance of the Relocated/Reconstructed Facilities:

a. The Authority shall have inspected and provided the Developer with written acceptance of the Relocated/Reconstructed Facilities as finally constructed.

b. Developer or its contractor shall have paid all Authority fees and costs as determined in accordance with Exhibit "A" hereto.

c. The Developer shall have delivered to the Authority two (2) sets of as-built drawings of the Relocated/Reconstructed Facilities: one (1) set of archival drawings and one (1) set on electronic media, the form and content of both sets of as-built drawings to be satisfactory to the Authority.

d. The Developer or its contractor shall have delivered to the Authority the Maintenance Security required by Section 11.b. above.

e. The Developer shall have delivered to the Authority an executed easement agreement as required by Section 3 above.

13. Abandonment of Existing Water Line. Effective as of the Authority's acceptance of the Relocated/Reconstructed Facilities in accordance with Section 12 above, the Authority assigns to the Developer all right, title, and interest and all easements, licenses, rights, and obligations that the Authority has or may have with respect to that portion of the water main line that has been or will be removed in accordance with the Plan.

14. Events of Default. Each of the following events shall constitute an "Event of Default" by the Developer under this Agreement:

a. The contractor fails to perform the work covered by this Agreement in full accordance with the approved Plans and fails, within ten (10) days of receipt of notice of defect or deficiency from the Authority, to commence correction of the defect or deficiency and thereafter to diligently pursue the correction to completion.

b. The contractor fails to provide the required developer's, performance bond or other security, certificates of insurance or Maintenance Security.

c. The Developer becomes insolvent, institutes or has instituted against it a voluntary or involuntary case in bankruptcy, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Developer's insolvency.

d. The contractor fails to maintain and repair the Relocated/Reconstructed Facilities as required by Section 11 above.

15. Remedies in an Event of Default.

a. Upon an Event of Default by the Developer, the Authority may in its sole and absolute discretion terminate this Agreement and, subject to the rights of the surety or other security provider, may: (1) take possession of the construction site for the Relocated/Reconstructed Facilities; (2) accept assignment of the construction contracts pursuant to Section 5.b above; (3) finish the construction of the Relocated/Reconstructed Facilities using whatever means and methods the Authority deems appropriate; and/or (4) maintain and repair the Relocated/Reconstructed Facilities using whatever means and methods the Authority deems appropriate.

b. When the Authority terminates this Agreement as provided in Section 15.a., the Developer shall pay to the Authority any and all costs and expenses incurred by the Authority in completing the construction of the Relocated/Reconstructed Facilities that the Authority cannot recover from any surety including, without limitation, all costs of construction, testing and sterilization, and any and all costs incurred by the Authority in maintaining and repairing the Relocated/Reconstructed Facilities for a period of eighteen (18) months following the completion of the Relocated/Reconstructed Facilities.

16. The Developer to Sustain All Losses. The Developer or its contractor will sustain all losses or damages arising out of the construction of the Relocated/Reconstructed Facilities and their connection with the Authority water distribution mains, including any unforeseen obstructions or difficulties that may be encountered in the performance of the construction or from the action of the elements or for any other cause whatsoever.

17. Governing Law/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles. All claims that are made by any party hereto against another that are related to this Agreement may be commenced and prosecuted only in the Court of Common Pleas of Allegheny County, Pennsylvania.

18. Waiver And Amendment. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.

19. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Developer may not assign or transfer its rights hereunder without the prior written consent of the Authority.

20. No recording. No party hereto shall file or attempt to file this Agreement of record.

21. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

22. Representations. The parties hereto represent that: (a) they have read the Agreement; (b) they have the requisite power and authority to enter into this Agreement; (c) any and all authorizations for the execution and delivery of this Agreement have been duly obtained and issued; and (d) this Agreement constitutes a legal, valid and binding obligation on each of the parties hereto.

23. Authorizing Resolution. This Agreement is entered into by the Authority pursuant to Resolution No. 60 of 2010, adopted at a regular meeting of its Board of Directors on June 11, 2010.

24. Termination. The Authority shall have the right to terminate this Agreement if the Developer has not made the submissions required by Exhibit "A" within one (1) year of the date of this Agreement.

25. Miscellaneous.

a. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior understandings and agreements between the parties with respect to the subject matter.

b. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

c. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[signatures follow on next page]**



WITNESS the due execution hereof as of the date first-above written.

ATTEST:

PITTSBURGH WATER AND SEWER AUTHORITY

Virginia Craska

By: Thomas Palios

Title: EXECUTIVE DIRECTOR

Approved as to form:

Matthew

Solicitor

WITNESS:

[Signature]

[DEVELOPER]

By: [Signature]

Title: Imp Manager

**NEW BUSINESS**  
**RESOLUTION NO. 60 OF 2010**

**Authorizing a Relocation/Reconstruction Agreement with the Township of O'Hara  
in Connection with Property Improvements Affecting an Authority Easement**

**WHEREAS**, the Township of O'Hara (O'Hara), has received an award of funds to be utilized to plan, design, and construct certain public improvements in and around Squaw Run Park in O'Hara Township (the "Property"); and

**WHEREAS**, The Pittsburgh Water and Sewer Authority (the "Authority") has an easement through the Property for the sixteen-inch (16") force main that provides water to Fox Chapel Borough (the "Force Main"); and

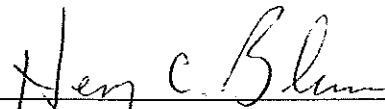
**WHEREAS**, as part of the planned improvements to the Property, O'Hara wishes to relocate and reconstruct the Force Main within the Property, such relocation and reconstruction being generally acceptable to the Authority's Engineering Department; and

**WHEREAS**, O'Hara is willing to provide the Authority with certain assurances that the Force Main will be redesigned and reconstructed in accordance with the Authority's requirements; and

**WHEREAS**, O'Hara is willing to convey a new easement to the Authority for the relocated Force Main, and the Authority wishes to establish in general terms the requirements for that easement agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the proper Officers of The Pittsburgh Water and Sewer Authority, on behalf of said Authority, hereby authorize and direct it to enter into a Relocation/Reconstruction Agreement with the Township of O'Hara. Said agreement to be in a form approved by the Executive Director and the Solicitor.

**DULY ADOPTED AT A REGULAR  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON JUNE 11, 2010.**

  
\_\_\_\_\_  
Secretary

WATER SALES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 11<sup>th</sup> day of MARCH 2009, by and between the **PITTSBURGH WATER AND SEWER AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (the "PWSA"), and the **BOROUGH OF ASPINWALL**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office at 217 Commercial Avenue, Aspinwall, Pennsylvania 15215 ("Aspinwall").

## WITNESSETH:

WHEREAS, the PWSA currently maintains a 60-inch water main line along portions of Delafield Avenue, Second Street, Alley C and Field Avenue in Aspinwall (the "PWSA Main Line") pursuant to an agreement of Aspinwall and the City of Allegheny (PWSA's predecessor in interest) effectuated through Aspinwall Borough Ordinance No. 21 adopted on June 1, 1895 and a City of Allegheny Resolution adopted by its said City Council on July 18, 1895 and the its City Mayor on July 23, 1895; and

WHEREAS, pursuant to the 1895 Aspinwall-City of Allegheny agreement, an emergency interconnect was constructed between the Aspinwall water system and the PWSA Main Line near the intersection of Alley C and Center Avenue in Aspinwall in order to provide Aspinwall with access to the PWSA water system in case of an emergency or a shut down of the Aspinwall water plant (the "Aspinwall Interconnect"); and

WHEREAS, Aspinwall was paying the PWSA a monthly standby fee for the Aspinwall Interconnect, as well as a fee for any water usage; and

WHEREAS, in August 2007 the Aspinwall water plant was shut down as a result of operational and mechanical issues; and

WHEREAS, since August 2007, Aspinwall has been utilizing water from the PWSA to provide water service to the lower portion of Aspinwall and has been utilizing water from the Fox Chapel Authority to provide water service to the upper portion of Aspinwall; and

WHEREAS, since August 2007, Aspinwall has been purchasing said water from the PWSA at a rate of \$4.65 per 1,000 gallons for the first 175,000 gallons and \$4.35 per 1,000 gallons for any additional water; and

WHEREAS, Aspinwall is interested in entering into a written agreement with the PWSA in order to formalize the terms for Aspinwall's purchase of water from the PWSA and to otherwise address issues related to the Aspinwall Interconnect; and

WHEREAS, the PWSA is willing to provide Aspinwall with a supply of water for such use; and

WHEREAS, it is the intention and desire of both parties that such delivery and sale of water, as well as the use and maintenance of the Aspinwall Interconnect, shall be in accordance with and governed by the terms and conditions of this Agreement and applicable federal, state, and local laws, regulations and ordinances.

NOW, THEREFORE, in consideration of the mutual premises, agreements and covenants contained herein and intending to be legally bound hereby, the parties agree as follows, incorporating the above recitals by reference:

1. **Water Supply.** The PWSA agrees to sell and deliver to Aspinwall and Aspinwall agrees to purchase and accept from the PWSA such quantities of water determined necessary by Aspinwall between the agreed upon minimum daily rate of supply of 100,000 gallons and up to the agreed upon maximum daily rate of supply as stipulated in section 2 of this Agreement. Provided, however, that that so long as Aspinwall maintains the agreed upon minimum daily rate of supply, this Agreement shall not prevent Aspinwall from entering into water supply agreements and/or emergency interconnect agreements with neighboring utilities, municipalities and/or municipal authorities as deemed necessary by Aspinwall. Aspinwall's obligation to purchase a minimum daily rate of supply of 100,000

gallons of water under this Agreement shall be subject to acts of God, unavoidable accidents, and other causes beyond the control of Aspinwall.

Aspinwall shall have the right under this Agreement to purchase water meeting the requirements of its customers, subject to the stated limits and other conditions of this Agreement. Aspinwall shall not have the right to sell PWSA-supplied water to other municipalities, municipal authorities or to other utilities without the prior written consent of the PWSA.

The PWSA's obligation to supply water under this agreement shall be subject to acts of God, unavoidable accidents, and other causes beyond the control of the PWSA. The PWSA shall supply water to Aspinwall at the quantity and pressure that may be available from time to time in the PWSA's system; provided, however, that the PWSA may restrict the flow of such water if the PWSA is restricting the flow of water to all of its customers in the same pressure district which supplies Aspinwall. The PWSA shall have the right to interrupt the service to Aspinwall if at any time the PWSA for any reason shall be unable to supply potable water, but shall do so only in the event that the Authority is interrupting the service to its customers in the same pressure district that supplies Aspinwall. The PWSA shall use its best efforts to resume service upon correction of the problem requiring interruption or restriction of flow.

In the event of emergency circumstances, Aspinwall agrees to act responsibly in the use of water and to cooperate fully with the PWSA in managing water usage.

1.1 **Emergency Interconnect.** If at any time Aspinwall ceases to utilize water from the PWSA on a regular basis, Aspinwall shall have the right to use the Aspinwall Interconnect located at Center Avenue, as well as any other interconnect between the Aspinwall and PWSA water systems constructed under the terms of this Agreement, for emergency circumstances and/or an interruption of Aspinwall's regular water service subject to the terms of this Agreement, including Aspinwall's payment of the PWSA water rates as set from time to time by the PWSA Board of Directors for bulk rate customers.

2. **Demand Regulation.** Aspinwall shall draw the quantities of water provided for under this Agreement by varying rates during the day not to exceed a rate of 450,000 gallons per day.

If, at any time, Aspinwall projects that its future peak demand will exceed 450,000 gallons per day, Aspinwall shall notify the PWSA in writing and provide the PWSA with sufficient information and time to evaluate the increase in demand. The PWSA shall not be obligated to supply water in excess of 450,000 gallons per day unless at the PWSA's sole discretion it executes an amendment to this Agreement for that purpose.

3. **Water Quality.** The PWSA agrees to provide potable water meeting all current and future federal, state, and local drinking water standards and regulations, as adopted and/or amended from time to time.

4. **Interruption of Service.** During the term of this Agreement or any extension thereof, the PWSA shall have the right to interrupt or curtail service when reasonably necessary to meet an emergency, or to maintain, repair, or replace facilities in its system. In the event an interruption of service is foreseen, the PWSA shall give twenty-four (24) hours advance notice to Aspinwall, and, in the event the giving of such notice is impossible, the PWSA shall use its best efforts to provide as much advance notice as is reasonably possible regarding the time the interruption will occur and its anticipated duration. Upon the occurrence of an unforeseen interruption, the PWSA shall notify Aspinwall as soon as reasonably possible of the interruption and the anticipated duration of interruption, provided that PWSA shall take all reasonable measures to restore water service to Aspinwall as promptly as possible and shall otherwise provide Aspinwall with the same services provided to other PWSA customers affected by the interruption.

5. **Term of Agreement.** Unless terminated pursuant to either this Section or Section 11 of this Agreement, the term of this Agreement shall be thirty (30) years commencing with the date of this Agreement. Except for the emergency interconnect provisions of this Agreement, either party may terminate this Agreement upon one (1) year prior written notice of termination to the other party; provided, however, except as provided in Section 11 of this Agreement, this Agreement may not be terminated by either party prior to December 31, 2010. Provided, further, it is the express intent of the parties hereto that the emergency interconnect provisions of this Agreement shall survive any termination

of this Agreement so long as the PWSA Main Line is located in Aspinwall. At least six (6) months before the end of the Term, the parties shall renegotiate this Agreement, agree in writing to confirm and continue this Agreement for an additional period of years to be determined at the end of the Term, or abandon this Agreement should Aspinwall no longer need or desire the water supplied by the PWSA. If the parties' negotiations are not complete by the end of the Term and Aspinwall still has need of the water supplied by the PWSA, then the Term of this Agreement shall be extended automatically for a period ending with the agreement of the PWSA and Aspinwall on Aspinwall's continuing use of the water supplied by the PWSA or for one (1) year, whichever shall first occur.

6. **Water Rates.** Effective, and retroactive to, January 1, 2008, and through December 31, 2010, Aspinwall shall pay the PWSA for all water consumed by Aspinwall at the rate of Two Dollars and Ninety-Five Cents (\$2.95) per one thousand (1000) gallons used. Thereafter, the PWSA may, on an annual basis, increase the rate payable by Aspinwall in an amount equal to, but not exceeding, the average percentage increase approved by the PWSA's Board of Directors for the PWSA's other similar municipality and/or municipal authority water customers; provided, however, no such annual increase shall exceed the percentage increase in the Consumer Price Index in the prior year for the Pittsburgh area, as determined by the Bureau of Labor Statistics of the United States Department of Labor or its successor agency. For purposes of this Agreement, "average percentage increase" shall mean the change in the total amount of revenue resulting from all changes to all rates for all water sales divided by the total amount of revenue resulting from all charges for all water sales prior to the change in rates for an equivalent amount of water over the same length of time. The computation shall not include any revenue unrelated to the purchase of water, such as hydrant rentals, service line installations, interest earnings, miscellaneous charges or any other income unrelated to the actual sale of water. The PWSA shall render bills on a monthly basis based upon actual meter readings at the Aspinwall Interconnect(s), and such bills shall be paid by Aspinwall within thirty (30) days of receipt. The PWSA shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days; however, the PWSA shall not discontinue service provided Aspinwall pays to the PWSA all undisputed

amounts and deposits into escrow any disputed amounts within thirty (30) days of Aspinwall's receipt of the bills.

6.1 **Credit for Prior Water Service.** In recognition that Aspinwall has been regularly purchasing water from the PWSA since August 2007 at a substantially higher rate than referenced in this agreement due to the unforeseen shut down of the Aspinwall water plant, the PWSA shall provide Aspinwall with a credit in an aggregate amount of \$60,000. This credit may be spread out over the first 18 months of this Agreement, at the discretion of the PWSA, provided that Aspinwall shall be provided with a minimum credit installment of \$3,000 per month during that 18 month period.

7. **Water Testing.** The PWSA will conduct for Aspinwall such laboratory water analyses as shall be required by regulatory agencies. The PWSA shall be solely responsible for sample collection for any laboratory water analyses as required by regulatory agencies for the PWSA water system through to and including the Aspinwall Interconnect. Aspinwall shall be solely responsible for sample collection for any laboratory water analyses required by regulatory agencies for the Aspinwall water system, which shall not include the Aspinwall Interconnect. The PWSA shall be responsible for the preparation and production of the Annual Water Quality Report and shall provide the same to Aspinwall. Aspinwall shall be responsible for the distribution of this report to the customers in its service area.

8. **Installation of Hydrants.** The PWSA will install four (4) fire hydrants at locations within Aspinwall's system to be designated by Aspinwall. The cost of the four hydrants and the construction shall be borne by the PWSA. The PWSA's installation shall be completed within thirty (30) days' of Aspinwall's request and supply of the necessary information on location. The PWSA shall coordinate the construction work with Aspinwall, and Aspinwall shall provide any necessary traffic control at Aspinwall's cost. Upon the completion and connection of the hydrants, ownership of the hydrants shall transfer automatically to Aspinwall, and Aspinwall shall thereafter be responsible for the hydrants and any necessary maintenance, repair, or replacement of the hydrants.

9. **Connections and Meter Vaults.** The parties agree that should Aspinwall utilize the existing Aspinwall Interconnect (located at Center Avenue and Second Street), then the PWSA shall



continue to be responsible for any maintenance or necessary capital improvements to the existing Aspinwall Interconnect and meter vault ( the “Existing Meter Vault”). Should Aspinwall, either alone or in conjunction with the PWSA, determine that a second point of connection is necessary to the proper operation of Aspinwall’s system, then Aspinwall shall have designed and constructed a second meter vault (the “New Meter Vault”), in accordance with the requirements of applicable codes, rules and regulations and with sections 9.2 and 9.3 below.

**9.1 Maintenance of Existing Meter Vault.** The PWSA shall continue to own, operate and maintain the Existing Meter Vault. Any and all necessary maintenance, repair, or replacement of the meter shall be the sole responsibility of the PWSA.

**9.2 Design of the New Meter Vault.**

9.2.1 The design of a New Meter Vault will be performed by a professional engineer registered in the Commonwealth of Pennsylvania. Should Aspinwall utilize a pre-cast vault, verification of the adequacy of the pre-cast vault for a New Meter Vault shall be performed by a professional engineer registered in the Commonwealth of Pennsylvania.

9.2.2 The design of a New Meter Vault and its components shall comply with all applicable codes and other law.

9.2.3 A New Meter Vault shall be designed to accommodate anticipated field conditions and loads, so as to provide a safe working environment for those working in the New Meter Vault.

9.2.4 Aspinwall shall provide the PWSA with the plans and specifications for a New Meter Vault (hereinafter “Plans and Specifications”) for the PWSA’s review. The PWSA’s review shall be based on engineering standards generally recognized and accepted by engineers practicing in the field. Within 30 days after receipt of the Plans and Specifications, the PWSA shall in writing either (a) accept the Plans and Specifications, which acceptance shall not be unreasonably withheld or (b) reject the Plans and Specifications, providing to Aspinwall the specific reason therefor and any proposed changes.

9.2.5 Aspinwall will, as appropriate and to the extent not disputed by Aspinwall, incorporate such proposed changes from the PWSA into the Plans and Specifications. If Aspinwall disagrees with or rejects any such PWSA-proposed changes to the Plans and Specifications, then the PWSA and Aspinwall shall jointly work together to promptly resolve any such dispute and thereafter Aspinwall shall make any agreed upon changes to the Plans and Specifications.

9.2.6 The PWSA will provide and install the meter, which will remain the property of the Authority. No person other than a representative of the Authority may repair, replace, remove or relocate a meter. The balance of the New Meter Vault, and all equipment therein, shall be owned, operated and maintained by Aspinwall.

**9.3 Construction and Inspection of the Meter Vault.**

9.3.1 The construction of the New Meter Vault will be performed in accordance with the Plans and Specifications approved through Section 9.2 (the “approved Plans and Specifications”). Aspinwall will have the construction inspected to assure compliance with the approved Plans and Specifications.

9.3.2 Aspinwall or its representative will provide the PWSA with twenty (20) days’ prior notice of the pre-final and final inspections for the New Meter Vault. The PWSA shall cause an authorized representative to inspect the New Meter Vault and will promptly and in writing notify Aspinwall or its designated representative of any construction or installation not in compliance with the approved Plans and Specifications.

9.3.3 Aspinwall will, as appropriate and to the extent not disputed by Aspinwall, have its contractor correct the non-compliant construction or installation. If Aspinwall disagrees with the results of the PWSA’s inspection, then the PWSA and Aspinwall shall jointly work together to resolve any such dispute and thereafter, Aspinwall will have any agreed upon corrections or modifications performed. Aspinwall will provide the PWSA with ten (10) days’ notice and opportunity to inspect the corrected construction or installation.

9.3.4 Upon substantial completion of the New Meter Vault, including all piping within the New Meter Vault, the Authority will perform the meter installation and the connection to the water main.

10. **Indemnification.**

10.1 Aspinwall shall indemnify, defend, and hold harmless the PWSA, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and attorneys' fees, from any causes whatsoever, known or unknown, arising from any construction, installation, operation and maintenance of the system within the Aspinwall service area or arising from the providing of water from Aspinwall to its customers, including but not limited to actions arising from lack of adequate pressure caused by circumstances in the Aspinwall water system. Any approvals by the PWSA that may be related to procedures, material, workmanship or any other matters related to Aspinwall's system shall not operate to relieve Aspinwall of its sole responsibility. Aspinwall shall indemnify, defend, and hold harmless the PWSA, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and attorneys' fees, from any causes whatsoever, known or unknown, arising from any act, error, or omission of Aspinwall or any agent, employee, licensee, contractor or subcontractor of Aspinwall, intentional or negligent, of any of the terms, conditions or provisions of this Agreement.

10.2 Aspinwall shall indemnify, defend and save harmless the PWSA against and from any and all claims, demands, actions, causes of action, suits and all other liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including Aspinwall's employees, or property damage suffered by any person, including Aspinwall and its employees, whether the same results from the actual or alleged negligence of Aspinwall or Aspinwall's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the PWSA from any and all loss by reason of Aspinwall's system or anything related in any way whatsoever to the Aspinwall system. The defense and indemnification obligations accepted by Aspinwall under this

Section 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Aspinwall pursuant to any workers' compensation statute or disability benefit statute or any other employee benefit law, regulation or rule.

10.3 The PWSA shall indemnify, defend and save harmless Aspinwall against and from any and all claims, demands, actions, causes of action, suits and all other liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including the PWSA's employees, or property damage suffered by any person, including the PWSA and its employees, whether the same results from the actual or alleged negligence of the PWSA or the PWSA's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the Aspinwall from any and all loss by reason of the PWSA's system or anything related in any way whatsoever to the PWSA's system. The defense and indemnification obligations accepted by the PWSA under this Section 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the PWSA pursuant to any workers' compensation statute or disability benefit statute or any other employee benefit law, regulation or rule.

10.4 Indemnification for any claims arising out of the joint or concurrent negligence of both the PWSA and Aspinwall shall be borne by both parties in proportion to the degrees of negligence as may be mutually agreed upon or, as determined under section 12. During the adjudication of any claim arising out of joint or concurrent negligence of both the PWSA and Aspinwall, the cost of defense shall be shared equally until such time as the degrees of negligence are proportioned between the two parties. Upon such proportional assignment of negligence, the more negligent party shall reimburse the other party the appropriate amount.

10.5. The provisions of this Section 10 are subject to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §8501 *et seq.*, as amended.

11. **Termination for Material Violation.** This Agreement is subject to termination upon the material violation of its terms by either party, as follows:

11.1 Either party may give notice of the other's alleged material violation under this Agreement. The party against whom the violation is asserted shall have thirty (30) days in which to cure or, if the nature of the violation is such that a cure cannot be completed within the thirty (30) day period, in which to take reasonable action to effectuate a cure and proceed diligently with such action. If the breaching party fails to cure or take prompt action to cure within the thirty (30) day period, this Agreement is terminable at the discretion of the non-breaching party.

11.2 If the party receiving the notice of material violation disputes the violation, then within the thirty (30) day cure period, that party may submit the issue of whether a violation has occurred to arbitration pursuant to Section 12 of this Agreement, in which case termination will be held in abeyance pending the resolution of the arbitration proceeding. If the party receiving notice of violation does not either cure or submit the issue to arbitration, then the right to cure or to arbitrate the dispute will be deemed to have been waived and the Agreement shall be terminated at the close of the thirty (30) day period.

## 12. Dispute Resolution.

12.1 If a dispute arises that involves the interpretation of this Agreement, or an alleged violation of the Agreement occurs and a settlement cannot be negotiated, the matter shall be referred to a Board of Arbitrators. Either party may initiate arbitration by written demand to the other party. The arbitration shall take place in Pittsburgh, Pennsylvania, and shall be governed by the American Arbitration Association Commercial Arbitration Rules in effect at the time the arbitration demand is made.

12.2 The Board of Arbitrators shall consist of three (3) persons, one of whom shall be selected by the PWSA, one by Aspinwall, and a third to be selected by the other two. Within ten (10) calendar days of the date of the demand, each party shall notify the other of the name of the person selected as an arbitrator. Those two arbitrators shall select the third arbitrator as expeditiously as possible. In the event of the inability of the two arbitrators to agree upon a third, he or she shall be selected by the parties from a panel submitted by the American Arbitration Association. The PWSA-

selected arbitrator shall be compensated by the PWSA; the Aspinwall-selected arbitrator shall be compensated by Aspinwall. All expenses incident to the services of the third arbitrator, together with any costs of the arbitration hearing, shall be borne equally by the PWSA and Aspinwall.

12.3 The award of the arbitrators on the disputed question or questions shall be final and binding upon the parties.

13. **Modification.** This Agreement may not be modified or discharged except by written instrument signed by the authorized representatives of both parties.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15. **Counterparts.** This Agreement may be executed in counterparts, and each such counterpart when executed shall constitute one final agreement, as if both parties had signed one document. Each counterpart shall be deemed to be a complete original, but this Agreement is without effect until both parties have executed it.

16. **Headings.** The headings in this Agreement are for convenience and reference only and shall not be construed as part of this Agreement or to limit or otherwise affect the meaning of this Agreement.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

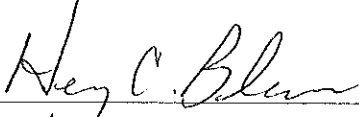
18. **Notices.** All notices required or authorized to be given by each of the parties to the other shall be given in writing and delivered by U.S. Mail or by hand delivery to the addresses provided above. Either party may change its delivery address by timely notice to the other party.


19. **Authorizing Resolution and Ordinance.** This Agreement is entered into by the PWSA pursuant to Resolution No. 134 of 2007, adopted at a regular meeting of its Board of Directors on December 20, 2007, and by Aspinwall pursuant to Ordinance No. 1028, adopted at a regular meeting of its Council on August 13, 2008.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized officers,  
have executed this Agreement the day and year first above written.

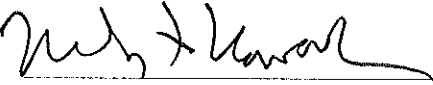
ATTEST:

PITTSBURGH WATER AND SEWER AUTHORITY

  
Secretary

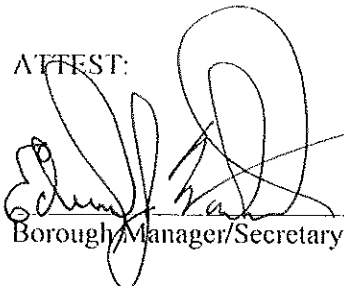
  
Chairman

Approved as to form:

  
PWSA Solicitor

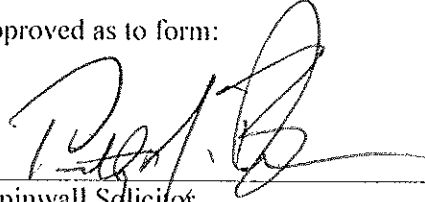
ATTEST:

BOROUGH OF ASPINWALL

  
Borough Manager/Secretary

  
President Borough Council

Approved as to form:

  
Aspinwall Solicitor

**Resolution No. 134 of 2007**

**Providing for a Bulk Water Sales Agreement Between  
the Pittsburgh Water and Sewer Authority  
and the Borough of Aspinwall**

**WHEREAS**, the Pittsburgh Water and Sewer Authority (the "Authority") leases and maintains a water treatment plant and related facilities in adjacent to the Borough of Aspinwall; and

**WHEREAS**, the Borough of Aspinwall requires a supply of water to be used for resale to customers within its service area; and

**WHEREAS**, the Authority has sufficient water to supply the needs of Aspinwall in addition to the Authority's other customers, both within and outside its service area; and

**WHEREAS**, the Authority can supply water to the Borough of Aspinwall from its water treatment plant adjacent to the Borough of Aspinwall without incurring significant costs; and


**WHEREAS**, the Borough of Aspinwall is willing to purchase its requirements of water from the Authority for a term of years, at rates commencing at Two Dollars and Ninety-Five Cents (\$2.95) per one thousand gallons (1000) gallons consumed; and

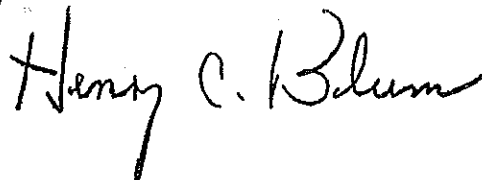
**WHEREAS**, the Authority is willing to supply the Borough of Aspinwall with its requirements of water for a term of years at that price, provided that certain other conditions and requirements can be agreed upon; and

**WHEREAS**, the Authority wishes to enter into an agreement with the Borough of Aspinwall setting forth the Borough of Aspinwall's commitment to purchase its requirements of water from the Authority, the rates and term of that obligation, and the conditions of the Authority's obligation to supply water.

**NOW, THEREFORE, BE IT RESOLVED**, that the proper Officers of the Pittsburgh Water and Sewer Authority, on behalf of said Authority, hereby authorize and direct it to enter into a Water Sales Agreement with the Borough of Aspinwall. Said agreement to be in a form approved by the Acting Executive Director and the Solicitor.

**DULY ADOPTED AT A REGULAR  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON DECEMBER 20, 2007.**

  
Secretary





MADE this 5<sup>th</sup> day of April, 1982,  
between the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of  
Pennsylvania, hereinafter called "CITY"

A

N

D

THE BOROUGH OF BLAWNOX, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "THE BOROUGH". In consideration of the mutual covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The City will supply and sell water from its distribution mains to the Borough as needed, subject to the conditions and requirements hereinafter set forth.
2. Water shall be supplied to the Borough through an existing water line connection in Freeport Road, Borough of Blawnox and measured through an existing 4" water meter installed at this location. Provided, however, that the City shall have the right to refuse to furnish water or to discontinue to furnish water by reason of unusual or emergency demands of any kind upon the City's water system.
3. An alternative source of supply for water is available through an 8" water main at Fairview Street and Paper Craft Avenue in O'Hara Township. Should this alternative source be utilized it would be required that authorization be given by an amendment to Resolution No. 616 of 1981 and that the Borough have installed a water meter in a vault at a point as close as possible to the service connection at the City main water line.

4. The Borough will be fully responsible for installation of a Backflow Prevention Device, the type and manufacture as approved by the City. Said Backflow Prevention Device will be installed in a vault upstream from the water meter constructed with a drainage outlet and shall be operated at all times in compliance with Section 319 of the City Code and the rules and regulations thereunder.

5. The obligation of the City to furnish water under this Agreement shall at all times be subordinate to its primary duty to supply consumers within the City, and shall be subject to Acts of God, unavoidable accidents and other causes beyond the control of the City. There shall be no guarantee of continuity of service or adequate pressure or volume of water available.

6. The Borough shall have responsibility for and pay for all costs of construction, installation and maintenance of all connections, water meters, lines, and other necessary appurtenances in the Borough and it shall maintain such equipment in good condition and free from leaks. The City shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the water system or water lines in the Borough.

7. The Borough hereby agrees to indemnify, save, and hold harmless, and defend City from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of any kind and every kind and nature whatsoever, whether caused by or arising out of any act or failure to act or any negligence of City, its officers, agents, employees or contractors or otherwise, arising by reason of or during the performance of any work, project, or program covered by this Agreement.

8. The water supplied by way of this Agreement shall be sold at prevailing annual metered water rates established by the City.
9. Payment shall be made quarterly to the City Treasurer. The City shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days.
10. This Agreement shall be subject to cancellation by either party upon one year's written notice.
11. This Agreement is entered into pursuant to Resolution No. 616, Approved July 2, 1981, as amended by Resolution No. 1231, Approved November 24, 1981.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:

CITY OF PITTSBURGH

Richard A. Paloneis  
 SECRETARY TO THE MAYOR  
 ASSISTANT

BY Richard S. Catigiani  
 MAYOR

WITNESS:

John Schiappetta  
 SUPERINTENDENT ADMINISTRATION  
 DIVISION

BY Richard A. Bentine  
 DIRECTOR, DEPARTMENT OF WATER

ATTEST:

THE BOROUGH OF BLAWNOX

Gilda A. Utis  
 SECRETARY (SEAL)

BY William B. Ward

EXAMINED BY Ronald A. Bendicino  
 ASSISTANT CITY SOLICITOR

APPROVED AS TO FORM [Signature]  
 CITY SOLICITOR



COUNTERSIGNED [Signature]  
 CITY CONTROLLER 25709

[Signature]  
 Auditor to the City of Pittsburgh

APPROVED AS TO FORM:

[Signature]  
 BOROUGH SOLICITOR

3.11.82  
 (DATE)

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:

CITY OF PITTSBURGH

Richard A. Palone  
 SECRETARY TO THE MAYOR  
 ASSISTANT

BY Richard S. Caligiuri  
 MAYOR

WITNESS:

John Schappetta  
 SUPERINTENDENT ADMINISTRATION  
 DIVISION

BY Richard A. Osentow  
 DIRECTOR, DEPARTMENT OF WATER

ATTEST:

THE BOROUGH OF BLAWNOX

Jill A. Weiss  
 SECRETARY (SEAL)

BY William B. Wadell

EXAMINED BY Ronald A. Zendeck  
 ASSISTANT CITY SOLICITOR

APPROVED AS TO FORM [Signature]  
 CITY SOLICITOR



COUNTERSIGNED [Signature]  
 CITY CONTROLLER 25709

Michael J. Boyle  
 Solicitor to the City of Pittsburgh

APPROVED AS TO FORM:  
[Signature]  
 BOROUGH SOLICITOR

3-16-82  
 (DATE)

CITY OF PITTSBURGH  
DEPARTMENT OF WATER

TUS-I-R7 Attach L

CITY-COUNTY BUILDING - PITTSBURGH, PA 15219

TRANSMITTAL MEMO

TO: Mr. Larry A. Seiler  
SENATE ENGINEERING COMPANY  
Consulting Engineers  
1406 Pittsburgh Street  
Cheswick, PA 15024

DATE: May 27, 1982  
REF.: PAPER CRAFT BOULEVARD  
WATERLINE EXTENSION  
BLAWNOX BOROUGH

Gentlemen:

We are sending to you.... ☒ attached.... ☐ under separate cover via  
the material as listed below:

No. Copies	Description	Dwg. No.	Dated
1	Proposed revised connection sketch (Profile)	Sh. 1 of 2	
1	Proposed revised connection sketch (Plan)	Sh. 2 of 3	

This material is sent:

- ☐ for your approval.  
☒ for your use.  
☐ for your information.  
☐ for your review and comment.
- ☒ as per your request.

Comments: We are hereby returning your sketches for the proposed connection to the existing 8" waterline with our signature approval with corrections as shown in red. Kindly notify John Pava, Meter Shop Supvr. at telephone number 255-2427 for installation and requirements for the proposed 8" x 6" tapping sleeve and gate valve.

DEPARTMENT OF WATER

bc: J. F. Bruecken  
T. Wahlah  
A. Randazzo  
CF

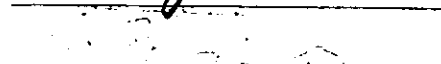
J. Stahoviak  
A. Faccenda  
J. Pava

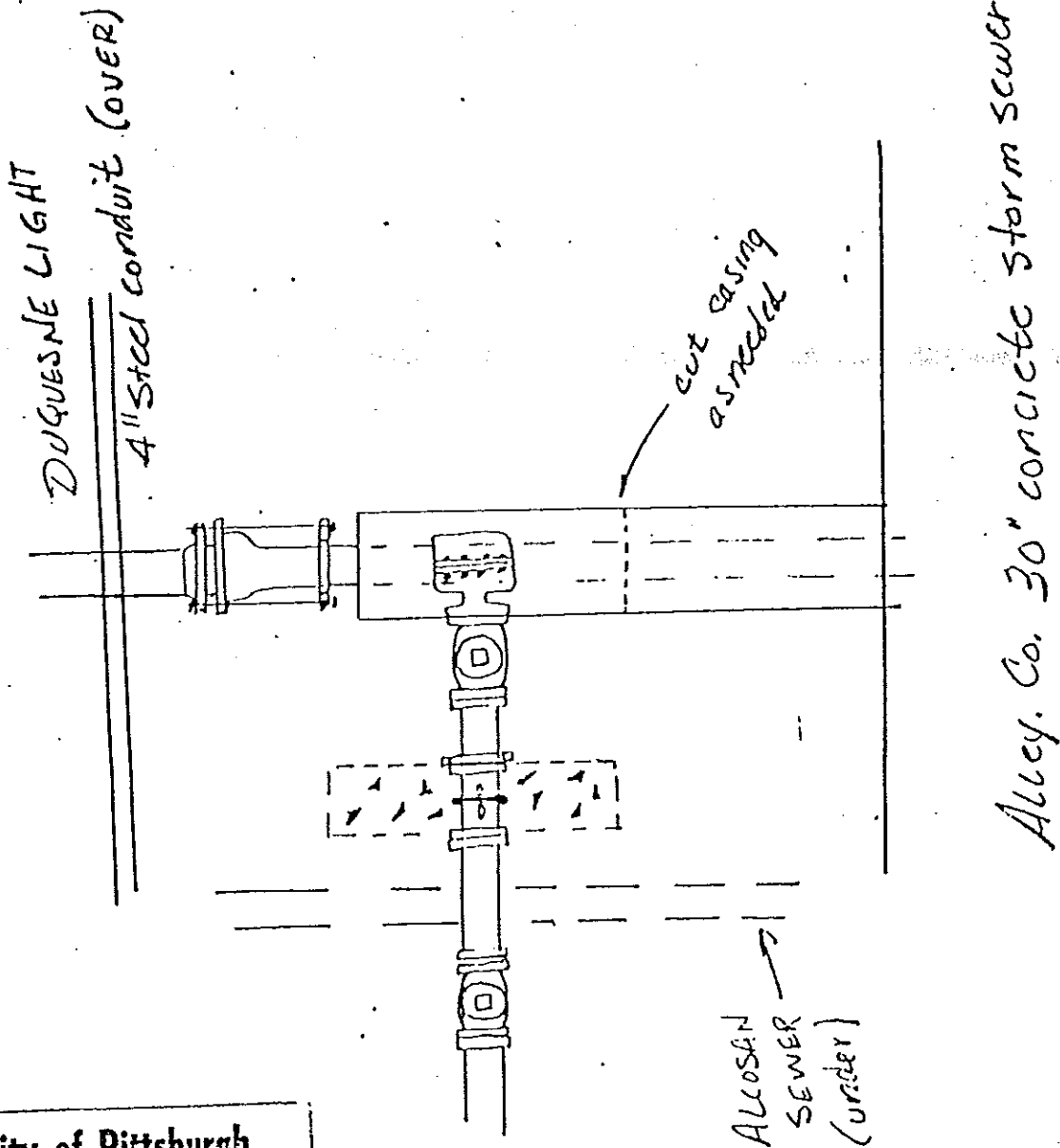
By: 

DIRECTOR

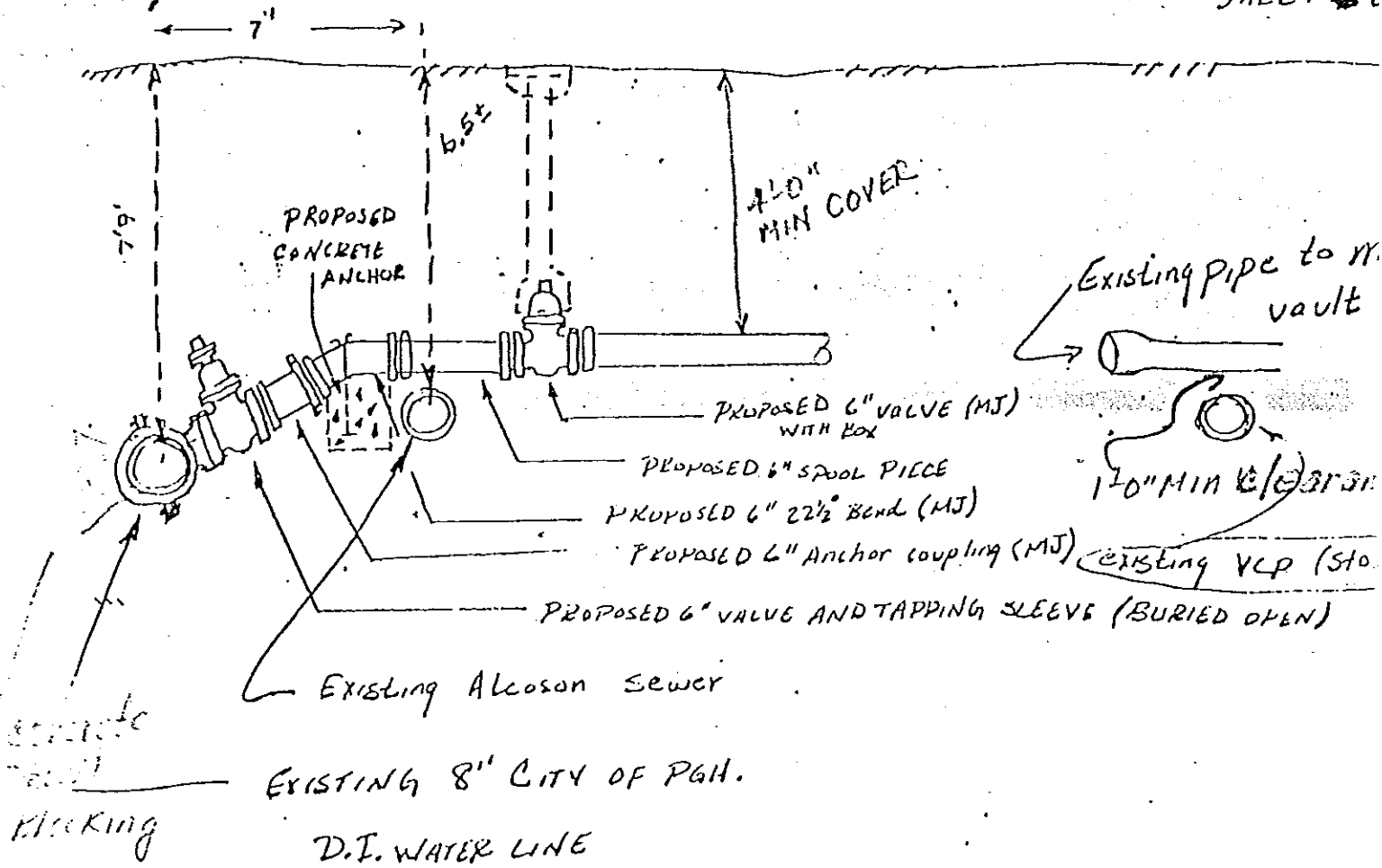
1r

Submitted by:  Eng. Div. Supvr.

Approved by:  Asst. Dir-Eng.



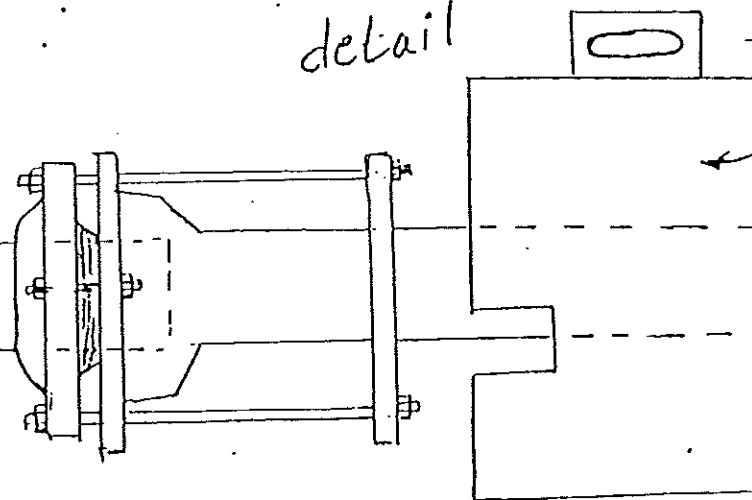
<b>City of Pittsburgh</b>	
DEPARTMENT OF WATER	
<b>APPROVED</b>	
Insp. Div. Supv.	Date
<i>A. R. Fazzolari</i>	<i>5-27-82</i>
Eng. Div. Supv.	Date
<i>V. A. Stahmer</i>	<i>5-27-82</i>
Supl. Dist. Div.	Date
<i>Glenn T. Doherty</i>	<i>5-28-82</i>
Asst. Dir.-Eng.	Date
Asst. Dir.-Oper.	Date
<i>R. L. ...</i>	<i>5-28-82</i>
Director	Date



C = 2' 4 1/4"  
D = 9 1/16"

<b>City of Pittsburgh</b>	
DEPARTMENT OF WATER	
<b>- APPROVED</b>	
Insp. Div. Supv.	Date
<i>W. R. Giaccone</i>	5-27-82
Eng. Div. Supv.	Date
<i>M. Stalovich</i>	5-27-82
Supt. Dist. Div.	Date
<i>Philip D. Hall</i>	5/28/82
Assst. Dir.-Eng.	Date
Assst. Dir.-Oper.	Date
<i>Richard A. Cimatti</i>	5/28/82
Director	Date

Existing casing detail





**EXHIBIT A-1**  
**DESCRIPTION OF 2013 FEE PARCELS**

All that certain piece or parcel of land situate in the Twenty-third and Twenty-fourth Wards in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

Beginning at the Northerly right of way of River Avenue (variable width) and the Southeasterly corner of Lot 485 in the Warner Painter and Lorenz Plan of Lots Plan Book Volume 5, pages 105 to 107; thence North 45° 27' 06" West a distance of 553.16 feet to the Southerly right of way of Conrail Railroad Company; thence along the Southerly right of way of Conrail Railroad Company North 41° 48' 45" East a distance of 37.86 feet to point; thence along a curve to the right with a radius of 1400.69 feet and an arc length of 420.99 feet to a point; thence North 59° 02' 00" East a distance of 478.38 feet to a point; thence South 45° 23' 15" East 11.19 feet to a point; thence North 59° 02' 00" East a distance of 137.33 feet to a point; thence North 45° 23' 15" West a distance of 7.88 feet to a point; thence North 59° 21' 45" East a distance of 245.74 feet to a point; thence South 45° 24' 15" East a distance of 6.27 feet to a point; thence along a curve to the left with a radius of 3381.24 feet and an arc length of 405.10 feet; thence South 45° 24' 15" East a distance of 8.49 feet to a point; thence North 47° 14' 27" East a distance of 217.66 feet; thence North 45° 29' 15" East a distance of 16.25 feet to a point; thence on a curve to the left having a radius of 3366.58 feet and an arc length of 18.35 feet, a chord bearing of North 46° 48' 58" East, and a chord distance of 18.35 feet; thence North 46° 58' 20" East a distance of 122.88 feet; thence South 45° 34' 40" East a distance of 3.17 feet; thence North 46° 58' 20" East a distance of 165.08 feet; thence on a curve to the left having a radius of 4076.51 feet a distance of 203.45 feet, a chord bearing of North 45° 32' 33" East, and a chord distance of 203.43 feet; thence South 44° 54' 15" East a distance of 13.40 feet; thence on a curve to the left with a radius of 4091.51 feet, an arc length of 170.61 feet, a chord bearing of North 43° 13' 56" East, and a chord distance of 170.60 feet; thence North 42° 02' 15" East a distance of 73.91 feet; thence on curve to the right having a radius of 388.00 feet, a distance of 0.59 feet, a chord bearing North 53° 37' 06" East, and a distance of 0.59 feet; thence North 52° 08' 33" East a distance of 144.16 feet; thence North 46° 43' 00" West a distance of 42.39 feet; Thence North 37° 56' 45" East a distance of 36.86 feet; thence North 46° 42' 58" West a distance of 1.36 feet; thence North 39° 45' 51" East a distance of 83.19 feet; thence on a curve to the right having a radius of 5087.59 feet, an arc length of 98.67 feet, a chord bearing of North 38° 41' 48" East, and a chord distance of 98.67 feet; thence South 46° 47' 00" East a distance of 191.08 feet; thence South 36° 59' 00" West a distance of 383.83 feet; thence South 38° 37' 00" West a distance of 115.70 feet; thence South 41° 25' 01" West a distance of 115.60 feet; thence South 44° 54' 15" East a distance of 1.42 feet; thence South 45° 34' 45" West a distance of 1415.01 feet; thence South 44° 33' 00" West a distance of 1228.00 feet to the point of beginning.

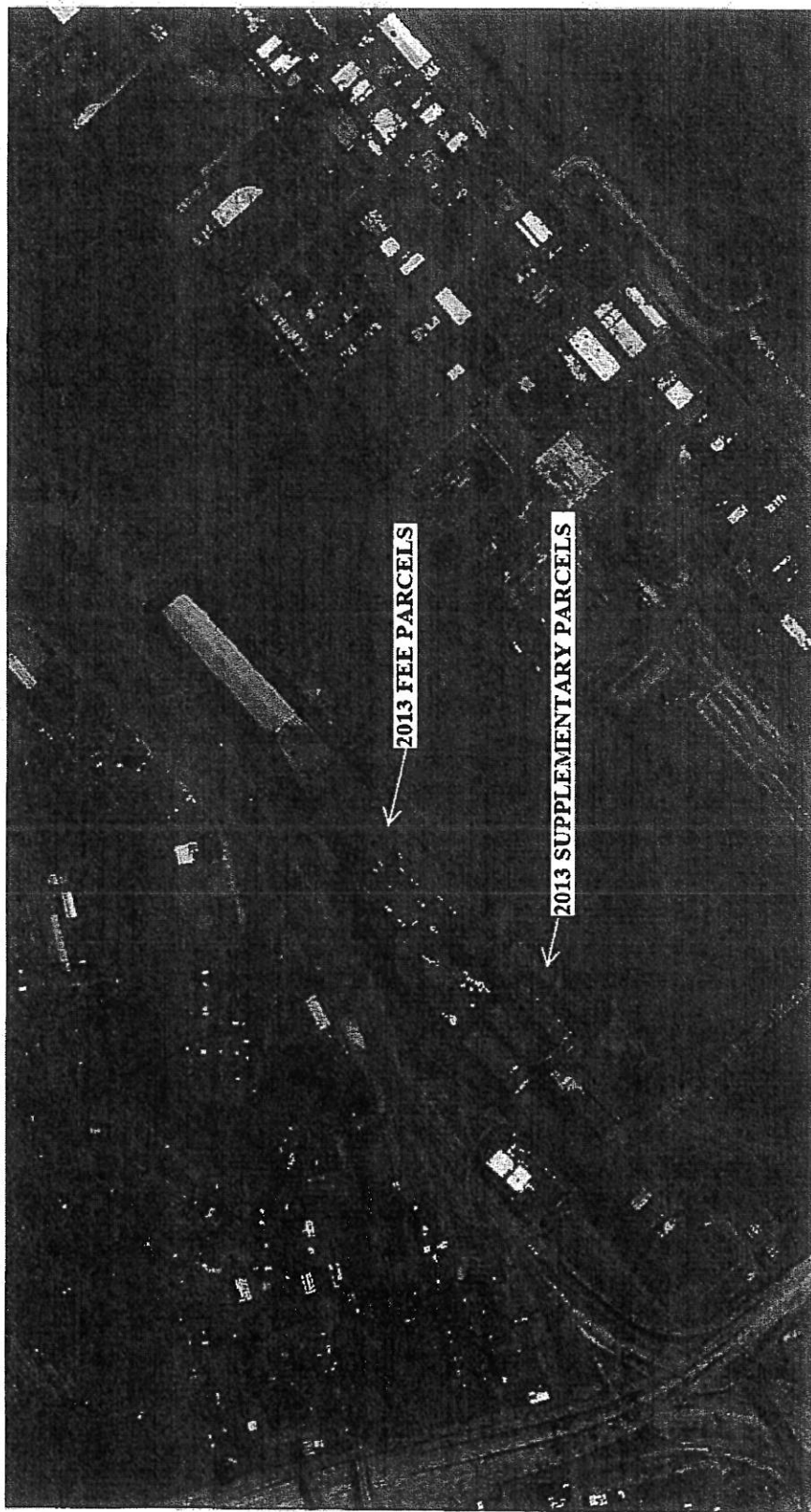
Excepting thereout and therefrom all that certain lot or piece of ground being Lot 6 in the H. J. Heinz Company Plan of Lots as recorded in Plan Book Volume 218, page 196 and 197.

Further excepting thereout and therefrom all those certain pieces or parcels of land being known as Lot 1, Lot 2 and Lot 3 in the Del Monte Foods Office Building Subdivision, recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 253, pages 36 and 37.

Being designated as Block 24-L, Lot 130; Block 24-L, Lot 92; Block 24-M, Lot 15; and Block 24-H, Lots 168, 158 and 150 in the Deed Registry Office of Allegheny County, Pennsylvania.

Being the same property acquired by DLM Foods, L.L.C. ("DLM") by Deed dated December 17, 2002 from H.J. Heinz Company recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 11535, page 253. DLM merged with and into the Grantor herein, as evidenced by that certain Certificate of Merger filed with the State of Delaware Secretary of State on December 20, 2002 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 11589, page 312.

**EXHIBIT A-2**  
**GENERAL DEPICTION OF 2013 SUPPLEMENTARY PARCELS**



## EXHIBIT B AUTHORITY'S RULES AND REGULATIONS

### SECTION I – DEFINITIONS

1. "ALCOSAN" - Means the Allegheny County Sanitary Authority, a body corporate politic organized and existing under the laws of the Commonwealth of Pennsylvania.
2. "Authority" – Means The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania.
3. "City" – Means the City of Pittsburgh.
4. "Commonwealth" – Means the Commonwealth of Pennsylvania.
5. "Customer" – Means the owner or tenant contracting for or using water or sewer service on single premises, and the word "customers" means all so contracting for or using such service.
6. "Department" – Unless otherwise indicated, means the City Department of Water.
7. "Director" – Means the Chief Administrative Officer of the Department of Water and includes the agents, officers and employees authorized to act for the Director.
8. "Ferrule" – Means the connecting link between customer's water line and Authority main water line.
9. "Flat Rate" – Means provision of water or sewer services to premises in unmeasured quantities at a fixed periodic charge for an unmetered service, i.e., amounts charged for use of water as measured by size, condition, plumbing facilities or other relevant equipment of buildings on the premises where there is no water available for water use.
10. "Interference" - Means any inhibition or disruption of the ALCOSAN facilities, its treatment processes or operation, its sludge processes, use or disposal, or of any sewer, pipe or other conveyance located in the City, and transmitting substances into the ALCOSAN facilities, which is a cause of and significantly contributes to either a violation of any requirement of ALCOSAN's National Pollution Discharge Elimination System Permit (hereinafter called "NPDES Permit") including an increase in the magnitude or duration of a violation or to the prevention of sewage sludge use or disposal by ALCOSAN in accordance with the following statutory provisions and rules, regulations or permits issued thereunder: Pennsylvania Sewage Facilities Act (35 P.S. §750.1 et seq.), Pennsylvania Clean Streams Act (35 P.S. §691.1 et seq.), Pennsylvania Solid Waste Management Act (35 P.S. § 6018.101 et seq.), Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), including Title II, more commonly referred to as the Resource Conservation and Recovery Act and including all Commonwealth of Pennsylvania statutes and Pennsylvania Department of Environmental Resources Regulations prepared pursuant to Subtitle D of the Solid Waste Disposal Act, the Clean Air Act (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), County of Allegheny Health Code and the Pollution Control Standards of the Ohio River Valley Water Sanitation Commission. (All statutory provisions, rules, regulations or permits are hereinafter collectively called "Laws".) A user significantly contributes to such a permit violation or prevention of sludge use or disposal in accordance with the above-cited laws whenever the user:
  - (a) Discharges daily pollutant loading in excess of that allowed by permit or by contract with ALCOSAN or by Federal, Commonwealth of Pennsylvania, County of Allegheny, ALCOSAN or City laws, ordinances, rules or regulations;
  - (b) Discharges wastewater which substantially differs in nature or constituents from the user's average discharge; or
  - (c) Knows or has reason to know that its discharge, alone or in conjunction with discharges from other sources, would result in violation of ALCOSAN's NPDES Permit or prevent sewage sludge use or disposal in accordance with the above-cited laws as they apply to ALCOSAN's selected method of sludge management.
11. "Mains" – Means distribution pipelines which are located in streets, highways, public ways or private rights of way, and which are used to serve the general public.
12. "Main Extensions" – Means extensions of distribution pipelines beyond existing facilities and exclusive of service connections.
13. "Meter" – Means the measurement device selected by the Department to determine customer water usage, including attachments for maintenance, repair, reading or other function thereof.
14. "Metered Rate" – Means provision of water to premises in measured quantities, i.e., amounts charged for consumption of water, the use of which is measured by a meter approved and registered by the Department.
15. "Owner" – Means the person, firm, corporation or association having an interest as owner, or a person, firm or corporation representing itself to be the owner, whether legal or equitable, sole or partial, in any premises which are or are about to be supplied with water or provided with sewer service by the Authority; and the word "owners" means all so interested.
16. "Pass Through" - Means any discharge of pollutant through the facilities of ALCOSAN into navigable waters or any stream in the Commonwealth of Pennsylvania in quantities or concentrations which are a cause of and significantly contribute to a violation of any requirement of ALCOSAN's NPDES Permit, including an increase in the magnitude or duration of a violation. A user significantly contributes to a permit violation where it:

## EXHIBIT B

### AUTHORITY'S RULES AND REGULATIONS

- (a) Discharges a daily pollutant loading in excess of that allowed by permit or by contract with ALCOSAN or by federal, Commonwealth of Pennsylvania, County of Allegheny, ALCOSAN or the City laws, ordinances, rules or regulations.
  - (b) Discharges wastewater which substantially differs in nature or constituents from the user's average discharge;
  - (c) Knows or has reason to know that its discharge, alone or in conjunction with discharges from other sources, would result in a permit violation; or
  - (d) Knows or has reason to know that ALCOSAN is, for any reason, violating its final effluent limitations in its permit and that the user's discharge either alone or in conjunction with discharges from other sources, increases the magnitude or duration of ALCOSAN's violations. (City of Pittsburgh Ord. 21-1984, effective 9-28-84)
17. "Person" – Includes individual natural persons, firms, partnerships, joint ventures, societies, associations, clubs, trustees, trusts, corporations, companies or organizations of any kind, including officers, agents, employees, factors of any kind or personal representative of any of the foregoing, in any capacity, acting either for himself or herself or for any other person, under either personal appointment or pursuant to law.
  18. "Premises" – Includes all lands and buildings or structures thereon, equipment or appurtenances connected to or used therewith and any personal property affixed or otherwise used in connection with the use of such premises. More specifically, "premises" means the property or area including improvements thereto, to which water or sewer service is or will be provided, i.e., the area to which a particular water use is restricted, as determined by factors including but not limited to ownership, type of building and use of real estate.
  19. "Rate Schedule" - Means the entire body of effective rates, rentals and charges as established by the Authority. The rate schedule is made part of these Rules and Regulations by reference.
  20. "Remote Reading" - Means a device and the wiring which transmits readings Device" from the meter usually located within the premises to a more accessible location outside. 21. "Sanitary Authority" - Means ALCOSAN or any successor authority whose purpose is the collection, conveyance, treatment, and/or disposal of sewage and industrial waste.
  22. "Service" - Means provision of water or sewer service to premises.
  23. "Tenant" - Means anyone other than the owner occupying the premises and obtaining water or sewer service from the Authority.
  24. "Waste of Water" - Means negligently, intentionally or knowingly misusing water, allowing any leak to develop or continue without remedy, or allowing any fixture to malfunction which results in misuse of water.
- (As amended by Authority Resolution No. 5 of 1992)

#### SECTION II- CONDITIONS OF SERVICE

1. The Authority will furnish water and sewer service only in accordance with the currently prevailing and as hereafter revised rates and Rules and Regulations of the Authority, which rates and Rules and Regulations are made a part of every application, contract, agreement or license entered into between the property owner or customer and the Authority.
2. The Authority reserves the right, as often as it may deem necessary, to alter, amend or repeal the rates and Rules and Regulations or any part thereof and to substitute new rates and Rules and Regulations without notice which shall thereafter be a part of every such application, contract, agreement or license for water or sewer service in effect at the time of such alteration, amendment or adoption.
3. Pursuant to the Lease and Management agreement between the City and the Authority effective as of May 1, 1984, the Authority has appointed and designated the City as its agent to manage, operate and maintain the water and sewer system subject to the general supervision, direction and control of the Authority in the exercise and discharge of its public duties under the Municipality Authorities Act of 1945, as amended, together with other applicable laws and regulations including applicable City Code water and sewer requirements.

#### SECTION II A - UNIVERSAL METERING AND REMOTE READING PROGRAM

1. As used in this Rule and Regulation, the following terms shall have the meanings indicated:
  - "Authority" - means The Pittsburgh Water and Sewer Authority.
  - "Customer or Customers" - means the person or persons contracting for or using water on premises located within those portions of the City of Pittsburgh or in adjacent areas, served directly by The Pittsburgh Water and Sewer Authority.
  - "Director" - means the Director of the Water Department or the Director's designee.
  - "Water Department" - means the Department of Water of the City of Pittsburgh acting as agent for the Authority.
2. All water supplied to customers shall be measured by a water meter and remote reading device of a size, type and setting approved by the Director, except in extraordinary circumstances where, in the opinion of the Director, metering would be impractical and the Director deems it necessary to apply the flat rate; and all customers who, upon the effective date of this Rule and Regulation, do not already have an approved meter and remote reading device are



**EXHIBIT B**  
**AUTHORITY'S RULES AND REGULATIONS**

required to make arrangements satisfactory to the Director for the installation of an approved meter and remote reading device to measure the water supplied to their premises.

3. In all premises where an approved meter has been installed prior to the effective date of this Rule and Regulation, such installation shall constitute compliance with the portion of Paragraph 2 of this Rule and Regulation requiring installation of a meter; and the Water Department shall replace the meter without charge to the customer.
4. In all premises where a remote reading device has been installed prior to the effective date of this Rule and Regulation, such installation shall constitute compliance with the portion of Paragraph 2 of this Rule and Regulation requiring installation of a remote reading device; and the Water Department shall replace the remote reading device without charge to the customer.
5. The Water Department will maintain, repair and, when deemed necessary by the Director, replace all meters and remote reading devices without additional cost to the customer, except where damage to such meter or remote reading device is caused by customer's negligence.
6. All customers shall, as a condition of continued service, have the following responsibilities:
  - a. Provide access to the customer's premises for installation of meter and remote reading device;
  - b. Allow the installation of a new or replacement remote reading device, as the case may be, on the outside of the building being served;
  - c. Provide clear and free access to the area around the meter, and to the area around the remote reading device and remote wiring;
  - d. Provide a working shut-off valve and plumbing that is in good condition adjacent to the meter.
7. The remote reading device shall be installed on the outside wall of the building being served at the driveway or at any other location which in the judgment of the Director is accessible under all conditions. It shall be securely attached to the building at a level between 3-1/2 and 4-1/2 feet above grade, outside of any fenced-in areas if possible, and clear of obstructions. It shall be located on the front of the building or on a side near the front. If two buildings are separated by a driveway, it shall be located on the sides of the buildings facing each other to facilitate meter reading. Exceptions to these location requirements will be made only if approved by the Director.
8. The Water Department will cause a notice to be sent to customers whose water supply is not metered as of the effective date of this Rule and Regulation, to arrange with the Water Department for the installation of an approved meter and remote reading device within the time fixed in the notice. There shall be no charge for the remote reading device.
9. The Water Department will cause a notice to be sent to customers whose water supply is metered but whose building does not have a remote reading device, that the Water Department will install a replacement meter and a remote reading device at no charge to the customer.
10. The Water Department will cause a notice to be sent to customers whose water supply is measured by a meter and a remote reading device, that the Water Department will install a replacement meter and a replacement remote reading device at no charge to the customer.
11. Customers who fail to comply with the applicable requirements of this Rule and Regulation shall be subject to any or all of the following:
  - a. Termination of water service;
  - b. Imposition of a 50% surcharge on regular water bill;
  - c. Filing of a lien against the property
  - d. Such other legal or equitable remedies as may be appropriate.

(As amended and supplemented by Resolution No. 23 of 1987, effective April 1, 1987 and by Resolution No. 5 of 1992)

**SECTION III – APPLICATION FOR SERVICE**

1. All applications for the supply of water shall be submitted in writing to the Director and shall include a statement of the purpose for the desired water connection and specifications of the ferrule required for the connection. (City Code 311.03)
2. No person shall cross connect any well, cistern, spring or anything else with any Authority water supply line without permission of the Director and in accordance with applicable rules and regulations. (City Code 311.04)
3. The Executive Director of the Authority may grant applications for water service outside of the City upon the recommendation of the Director, where the applicant's property is served by a main of the Authority. (Authority Resolution No. 28 of 1984)
4. The Executive Director of the Authority may make contracts to supply water for any municipality or other Authority in the area upon the prior approval of the Board of the Authority and upon the recommendation of the Director. Unless otherwise agreed, all applicable Rules and Regulations and City Code provisions and the levy and collection of water rates shall be extended to and enforced in the contracting municipality or other authority. (City Code 311.02)
5. All applications for water service shall require separate service line connections: a meter and backflow prevention

## EXHIBIT B

### AUTHORITY'S RULES AND REGULATIONS

device for domestic water service, and a double detector check valve with a by-pass meter for fire service if fire service is required by applicable building codes and/or is indicated on the application. (Authority Resolution No. 94 of 1991) Upon the request of the customer and recommendation of the customer's pitometer engineer, a one tap, one service line connection capable of supplying the water volume demand for domestic and fire service may be permitted at the discretion of the Authority. (As amended by Resolution No. 40 of 1995)

#### SECTION IV - EMERGENCY RULES AND REGULATIONS

1. The Director is authorized to declare a state of emergency in case of a water shortage or health or safety hazard and, with the concurrence of the Executive Director, may promulgate such rules and regulations as are deemed necessary to conserve water under the circumstances. (City Code 311.06 and Authority Resolution No. 17 of 1984)

#### SECTION V - MAINTENANCE OF PRIVATE WATER SERVICE LINES

1. Although the curb stop remains the property of the City/Authority, maintenance of private water service lines with a residential rate classification and all appurtenances therein up to the prescribed location of the curb stop is the responsibility of the property owner, while maintenance of private water service lines and fire lines with a commercial or industrial rate classification and all appurtenances therein is the responsibility of the property owner up to and including the connection of the Authority main water line. The Director shall issue regulations as to the manner in which private water service lines shall be installed. (As amended by Resolution No. 5 of 1992)
2. Where a private water service line is leaking and wasting water and the property owner is served notice to make repairs, such owner shall have five days, excluding Saturdays and Sundays, in which to do so. Should no action be taken within the allowable five day period, the Department may assess a daily charge for each day after such allowable five day period in which the waste of water continues. The daily charge shall be equivalent to the quarterly minimum meter charge which is predicated upon the water meter size supplying a particular account. (City Code 317.02 and Authority Resolution No. 17 of 1984)

#### SECTION V.A - INSTALLATION OF SERVICE LINES, FLAT RATE CONVERSION FOR COMMERCIAL/INDUSTRIAL

1. Flat Rate Commercial and Industrial customers whose premises are served by an Authority water main shall connect their premises with the main and obtain a meter of a size, type and setting approved by the Director within six (6) months after notice from the Director to do so. All plans for installation of service lines shall be subject to prior approval by the Director.
  - a. Determination of commercial and industrial use shall be made by the Director based upon preponderance of use. Any customer dissatisfied with the determination shall have the right to appeal the determination of the Director by submitting a hearing request in writing to the City Water Exoneration Hearing Board within thirty (30) days. If the customer fails to appeal the determination of the Director and fails to connect with the main and obtain a meter within the required time, the Director shall have the absolute power to terminate water service to the premises. (As amended by Resolution No. 69 of 1991)
  - b. Water meters shall be obtained from the Water Department of the City at cost, the full amount to be paid at the time the meter is obtained. Ownership of the meters so obtained shall remain with the City, in accordance with Pittsburgh Code, Section 313.02 (c).
  - c. Although the criteria set forth in Pittsburgh Code, Section 317.01 and in Section V Paragraph I of these Rules and Regulations, shall remain applicable as to Maintenance of Private Water Service Lines, installation of such service lines from the commercial or industrial premises being served up to and including the connection to the Authority main water line is the responsibility of the customer, and the entire cost of the work shall be borne by the customer. (As supplemented by Resolution No. 86 of 1986)

#### SECTION V.B. - INSTALLATION OF SERVICE LINES FOR RESIDENTIAL CUSTOMERS CURRENTLY ON FLAT RATE

1. All flat rate residential customers shall be required to connect their premises with the curb stop and obtain a meter of a size, type and setting approved by the Director. All plans for installation of service lines and the scheduling of all such work shall be subject to prior approval by the Director.
  - a. Flat rate residential customers served by an existing Authority water main shall obtain water meters from the Water Department of the City at cost. Ownership of the meters obtained shall remain with the City, in accordance with Pittsburgh Code, Section 313.02(c). (As amended by Resolution No. 85 of 1993, effective August 13, 1993)
  - b. Although the criteria set forth in Pittsburgh Code, Section 317.01 and in Section V Paragraph 1 of these Rules and Regulations, shall remain applicable as to maintenance of private water service lines, installation of such service lines from the residential premises being served up to and including the connection to the curb stop is the responsibility of the customer, and the entire cost of the work shall be borne by the customer. The Authority shall be responsible for the installation of such lines from the curb stop to the existing Authority main water line.
  - c. Flat rate residential customers served by an existing Authority water main and electing to obtain meters and to connect their premises to the curb stop may either pay in full for a meter of a size, type and setting approved by

## EXHIBIT B

### AUTHORITY'S RULES AND REGULATIONS

the Director and pay in full a private contractor to install the private water line from their premises to the curb stop; or if the customer chooses to have the line installation work done or caused to be done by the City or the Authority, the customer, with the approval of the Director, will be permitted to make payment for the meter and said line installation in three equal yearly installments with interest at 6% on unpaid balances.

2. Flat rate residential customers whose premises are not served by an Authority water main as of January 1, 1987 but whose premises are thereafter served by a new water main shall connect their premises with the curb stop and obtain a meter of a size, type and setting approved by the Director; and the provisions of paragraphs a, b and c above shall also be applicable to such customers. (As supplemented by Resolution No. 100 of 1986, effective January 1, 1987)

#### **SECTION V.C. - INSTALLATION OF SERVICE LINES FOR RESIDENTIAL CUSTOMERS ON PARTY LINE SERVICE**

1. All residential customers serviced by a party line, either metered or flat, shall be required to have an individual service line, and to connect their premise with the curb stop and obtain a meter of a size, type and setting approved by the Director. All plans for installation of the service lines and the scheduling of all such work shall be subject to prior approval by the Director. (Added by Resolution No. 85 of 1993, effective August 13, 1993)

#### **SECTION VI - BACKFLOW AND CROSS CONNECTIONS**

1. The Director is vested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this Section VI.
2. Provisions set forth in Chapter 319 of the Pittsburgh Code dealing with Definitions (Section 319.02), Rules and Regulations (Section 319.03) and Violation Notice and Penalty (Section 319.04) are incorporated herein by reference. (City Code, Chapter 319 and Authority Resolution No. 17 of 1984). An acceptable cross-connection is a cross-connection having all of the following characteristics: The source of the supply other than the lines of the Authority directly connected is a source approved and permitted by the Pennsylvania Department of Environmental Resources, or its agent, the Allegheny County Health Department, and the Environmental Protection Agency as an acceptable, safe and sanitary source of public water supply and which continues as such at all times when the cross connection is in existence. The definition in Section 319.02(f) is hereby supplemented by the following additional language:

Testing will be required on an annual basis by a certified tester approved by the Allegheny County Community College.

#### **SECTION VII - FIRE HYDRANTS AND WATER FOR FIRE PURPOSES**

1. A minimum monthly charge, in accordance with the applicable Rate Schedule, shall be assessed for each fire line connection. Other charges arising from the fire line usage such as building purposes as provided in the Authority Rate Schedule and Section 331.02 of the Pittsburgh Code and, which is incorporated herein by reference, shall be in addition to minimum charge.
2. A property owner shall be billed at the flat rate for water used from a fire hydrant to benefit such property owner other than for fire fighting purposes.
3. The Director shall regulate the use of private fire hydrants and, as agent for the Authority; the City may bill the property owner for any costs incurred in pursuing this function.
4. Water rates for water used during fires in effect as of May 1, 1984 shall continue in effect without change unless amended by the Board of the Authority. (City Code 333.02b, 333.02d, 333.02e, 333.02f and Authority Resolution No. 17 of 1984.)

#### **SECTION VIII - BILLING PROCEDURE**

1. Water rates on a flat rate basis shall be payable quarterly. (As amended by Resolution No. 129 of 1988, effective January 1, 1989)
2. All meters or remote reading devices shall be read at least once a year to obtain an actual reading and water rates and sewer charges shall be assessed at least four times per year.
3. Bills for water and sewer services shall be payable at face value, without discount, from the bill date. (As amended by Resolution No. 132 of 1987, effective January 1, 1988, and by Resolution No. 5 of 1992)
4. Bills for metered or non-metered use, if not paid by the due date stated on the current bill, become delinquent, and a rate of eight-tenths of a percent (0.8%) for interest shall be added to the face amount for each month or part thereof that the same remains delinquent. (As amended by Resolution No. 69 of 1991, Resolution No. 5 of 1992, Resolution No. 107 of 1994, and Resolution No. 118 of 1996, effective December 13, 1996, and Resolution No. 10 of 2004) (City Code Chapter 341 and Authority Resolution No. 17 of 1984)

#### **SECTION IX - COLLECTION POLICY**

1. This policy is intended to outline the guidelines and procedures to be followed for the collection of delinquent accounts of The Pittsburgh Water and Sewer Authority. The primary objective of this policy is the timely collection of Authority revenues. This policy should be interpreted to comply with all relevant statutes and resolutions as well as the Rules and Regulations and Trust Indentures of this Authority, and with applicable City Code requirements.
2. Any customer who is more than 30 days in arrears on a current bill will be considered delinquent. Penalty and interest will be assessed in accordance with the resolutions and Rules and Regulations of the Authority.



**EXHIBIT B**  
**AUTHORITY'S RULES AND REGULATIONS**

3. All delinquent accounts are subject to being liened.
4. Any account with quarterly charges more than 30 days past due will be sent a Past Due Notice.
5. The Past Due billing notice for metered or flat rate customers shall provide:
  - a. The customer's account number.
  - b. The total amount due.
  - c. A request to pay immediately.
  - d. The address of the service location that is delinquent.
  - e. A description of the meter size and rate type for the delinquent service location.
  - f. A detail line of the customer's previous balance.
  - g. A detail line showing payments (if any) since the last water bill.
  - h. A detail line showing the current late charges.
  - i. A detail line showing the total amount that is past due
  - j. A warning that failure to pay will lead to legal steps being taken against the customer and may result in termination of water service. \*or as otherwise provided in the applicable Authority Rate Schedule.
  - k. A disclosure of the interest and penalty amount percentage, and a notification that "water charges become a lien against the property if not paid" must be included in the past due notice.
  - l. A statement that special consideration in arranging payment plans may be available for customers who are unemployed owner/occupants, and owner/occupants eligible for social security; or tenants not otherwise billed directly for water and sewer service. (As amended by Resolution No. 5 of 1992)

**SECTION X - TERMINATION OF SERVICE**

1. The Director may shut off water service in case of emergency, abandonment of property, shortage, panic, fire, need for repair or other circumstances which the Director deems necessary. (City Code 311.07 and Authority Resolution No. 17 of 1984)
2. The Director may terminate service to delinquent customers with arrears of 60 days or more. For customers who have failed to respond to prior notices, a termination notice shall be generated and sent in accordance with Section b. below, informing delinquent customers of the intention to terminate service. The following conditions shall be met first:
  - a. The Director has made every reasonable effort to make satisfactory arrangements for the payment of delinquencies with customers who are (a) unemployed owner/occupants, (b) owner/occupants who are eligible for Social Security payments based upon age or disability, (c) tenants not otherwise billed directly for water and sewer services, but such efforts have been unavailing;
  - b. Notice of termination has been rendered as specifically defined in each category as follows: (As amended by Resolution No.45 of 1993, effective May 14, 1993)

ACCOUNT CLASSIFICATION	ACTION REQUIRED
Residential Building (Owner occupied or tenant ratepayer)	10-Day Notice via Certified Mail
Residential Building (Landlord ratepayer)	37-Day Notice via Certified Mail

- c. Personal contact with the customer has been attempted three (3) days prior to the proposed termination date;
  - d. A responsible adult on the premises has been contacted on the date of termination, and, if an adult at the premises to be terminated has not been found, a forty-eight (48) hour notice will be posted on the premises and a representative will return to the site forty- eight (48) hours later to terminate the service. (Authority Resolution No.30 of 1984)
3. Any person who causes or allows water to be used in any fixture or for any purpose when there is no approved water contract on file with the Department or where an unauthorized connection exists, shall, upon discovery of such use, be charged for two years dating from the preceding January 1. The water supply to the premises involved shall be shut off until an approved contract for such additional water usage or fixtures has been signed and filed with the Department or until an authorized connection has been approved by the Department (City Code 315.02 and Authority Resolution No.17 of 1984).
4. If a waste of water is the result of improper maintenance or neglect of pipes or fixtures by the owner or occupants of premises, and such person, after having been requested to make repairs, refuses or neglects to do so, the Director is authorized to shut off the water supply to such premises. (City Code 317.03 and Authority Resolution No.17 of 1984.) All costs associated with the shut off of water supply shall be borne by the property owner.
5. Once terminated, service will not be restored until satisfactory payment arrangements have been made.
6. A fee will be charged for restoration of water service in the amount set forth in the Schedule of Water and Sewer Rates and Charges as adopted from time to time by the Authority.



## EXHIBIT B AUTHORITY'S RULES AND REGULATIONS

7. Service will not be terminated on a Friday, Saturday, Sunday or the day before a holiday.
8. Service will not be terminated for nonpayment of bills in someone else's name unless such other persons are found responsible by a court of competent jurisdiction, or unless the procedures set forth in the Utility Service Tenants' Rights Act, 68 P.S. Supp. 399.1, at seq., are followed. (As amended by Resolution No. 83 of 1985)
9. Every effort will be made to base delinquent notices and termination proceedings on an actual meter reading, either by the customer or by a meter reader. If access to the meter is not possible, all possible actions will be taken to gain access prior to termination proceedings.
10. The full cost of terminating service will be added to the delinquent charges. (As amended by Resolution No.83 of 1985 and Resolution No.5 of 1992)

### SECTION XI – ESTIMATES

1. If it is not possible to obtain a reading of the meter or a determination of the water consumption for any reason except as provided in paragraph 3 of this section, an estimated bill for water usage shall be rendered in an amount reasonably commensurate with the customer's normal usage for a similar period. The estimated bill shall be due and payable at the regular times and, if unpaid at the due date, shall accrue penalty and interest as provided in these Rules and Regulations.
2. When an actual reading is not obtained from a property and if the meter Rules and Regulations. When an actual reading is not obtained from a property and if the meter and/or remote reading device is inaccessible or malfunctioning and the customer fails to respond or to provide access to the meter, the customer may be subject to termination proceedings as outlined in Section X.

If a meter is missing from the premises for any reason and the customer fails to respond to allow access to install a remote meter and remote reading device, then the customer may be subject to termination proceedings as defined in Section X. In addition, water rates may be assessed at double the flat rate charge for each estimated quarter, and penalty and interest added as provided in these Rules and Regulations. (City Code 343.01, 343.02 and Authority Resolution No.17 of 1984)

(As amended by Resolution No.129 of 1988 and Resolution No.5 of 1992)

### SECTION XII – TIME EXTENSIONS

1. With respect to the following public bodies, the time periods for payment of water rates and sewer charges, after due date, without penalty and interest, shall be as follows:  
 United States - 120 days  
 Commonwealth of Pennsylvania And City of Pittsburgh - 90 days  
 Housing Authority of the City of Pittsburgh - 60 days  
 Urban Redevelopment Authority of Pittsburgh - 60 days  
 County of Allegheny - 30 days
2. The City Treasurer shall accept payments made without penalty and interest in accordance with paragraph 1 of this section. (As amended by Resolution No.132 of 1987, effective January 1, 1988)
3. The City Treasurer shall accept payment of outstanding and future water rate and sewer charge statements from the Urban Redevelopment Authority of Pittsburgh when paid more than sixty days after due date at the gross face amount thereof without penalty and interest. (City Code 347.01 and Authority Resolution No.17 of 1984)

### SECTION XIII - EXONERATIONS

1. Exonerations for water rates may be recommended by the City Water Exoneration Hearing Board on account of vacancy, non-use of water, or other causes, as hereinafter provided.
2. The Water Exoneration Hearing Board may recommend the re-computation of charges and recommend an exoneration for the excess ascertained in the following circumstances:
  - a. A change in the physical character of real estate has been made by removal or total or partial destruction of the improvements thereon.
  - b. An error has been made in the calculation.
  - c. Where premises are completely vacant and the entire supply of water is shut off at the curb box, upon filing by the owner of a notarized vacancy affidavit with the Department exonerations of 90 %, shall be issued for the period during which the entire premises are vacant and the water shut off; provided that the period during which the water is shut off shall be greater than sixty consecutive days. The exoneration shall not be in an amount less than the charge for minimum metered accounts.
  - d. For changes in water uses, where fixtures are removed and water uses discontinued, exonerations shall be issued covering the discontinued use from the date of approval of the contract covering the revised water uses. In case any owner of any premises causes or allows water to be used for any premises or in any fixture for which there is no approved water contract on file from the preceding January 1, the water for the entire premises shall be shut off until an approved contract for such additional water uses or fixtures has been signed and placed on file with

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the Department. All fixtures on any premises, whether used or not, shall be assessed as long as they remain in position.

3. Where premises acquired by the Commonwealth of Pennsylvania, School District of Pittsburgh, Urban Redevelopment Authority of Pittsburgh or other governmental agency for street, school or other public redevelopment purposes are completely vacant, and notice thereof has been given to the Department and the City Treasurer and the entire supply of water is shut off and the meter removed, exonerations of 100 percent shall be made in the case of any building which the aforesaid governmental bodies or agencies certify to be vacant and scheduled for demolition. No exonerations shall be granted for any water charges incurred prior to the notice and certification described above.
4. Exoneration for underground leaks, where merited, shall be made on the gallonage accruing over and above normal use for the particular account. The amount of the exoneration shall not exceed 50 percent of the excess gallonage over and above normal usage. "Normal usage" means the average gallons used in the four quarters preceding the underground leak.
5. Exonerations for metered and vacant premises, where merited, shall be granted in respect to premises using metered water since no water use will register during the period of vacancy and only the minimum rate will apply. However, should the period of vacancy extend through more than one meter reading period and no remote reader is available, the property owner shall notify the Department by means of a signed affidavit requesting that no estimated bill be rendered for that period.
6. All requests for exoneration shall be made within three (3) months of the assessment for which exoneration is claimed. No exonerations shall be granted after the expiration of such period. Any request shall be in writing and directed to the City Water Exoneration Hearing Board.
7. Exonerations when issued hereunder shall be received in payment of water rates for their face value provided they are offered in payment within two years from their date.
8. If the bill for water on a particular property has been paid prior to the issuance of exonerations by the Authority, the Authority may, upon recommendation of the Water Exoneration Hearing Board, direct the issuance of checks in payment of such exonerations. (City Code 349.01, 349.02, 349.03, 349.04, 349.05 and Authority Resolution No.17 of 1984)
9. No exoneration will be granted by the Authority for water lost, stolen or otherwise wasted through the water meter. (As amended by Resolution No.69 of 1991)
10. The Board of the Authority may issue exonerations, upon recommendation of the City Water Exoneration Hearing Board or the Department, to correct errors of computation and to make refunds of overpayment of water rates erroneously or inadvertently paid. (As amended by Resolution No.69 of 1991 and Resolution No.5 of 1992) (City Code Chapter 341, and Authority Resolution No.17 of 1984)

#### SECTION XIV - ADJUSTMENTS

1. The Water Department may perform adjustments under the following circumstances:
  - a. A change in the physical character of real estate has been made by removal or total or partial destruction of the improvements thereon.
  - b. An error has been made in the calculation.
  - c. Where metered premises are completely vacant and the entire supply of water is shut off at the curb box, the adjustment shall not reduce the charge to an amount less than the minimum charge for metered accounts of that size. With respect to unmetered accounts, upon filing by the owner of a notarized vacancy affidavit with the Department, adjustments will be made to reduce the charge to an amount in effect for a 5/8" meter provided that the applicable customer classification for water rates is other than residential. (As amended in Resolution No.107 of 1994)
  - d. Where premises acquired by the Commonwealth of Pennsylvania, School District of Pittsburgh, Urban Redevelopment Authority of Pittsburgh or other governmental agency for street, school or other public redevelopment purposes are completely vacant, and notice thereof has been given to the Department and the entire supply of water is shut off and the meter removed, an adjustment of 100%, including prior charges, shall be made in the case of any building which the aforesaid governmental bodies or agencies certify to be vacant and scheduled for demolition. (As amended by Resolution No. 5 of 1992)

#### SECTION XV - SEWERS - USAGE AND CONNECTIONS

1. No person shall discharge or infiltrate or permit the discharge or infiltration into any Authority storm or sanitary sewer, or into a sewer connected to an Authority sewer, or into the Allegheny County Sanitary Authority's sewage disposal system, any of the substances listed in: Section 431.01 of the Pittsburgh Code, which is incorporated herein by reference.
2. The Director of the City Department of Public Works is authorized to require the owner of any structure located within the City which is accessible to an Authority public storm or sanitary sewer to construct and maintain at said owner's

## EXHIBIT B

### AUTHORITY'S RULES AND REGULATIONS

expense, private underground sewers which shall be constructed of materials and in a manner as required by the Department of Public Works.

3. No person shall connect a private sewer, storm or sanitary sewer to an Authority Sewer without first obtaining a permit from the City Department of Public Works. All connections shall be made in conformity with plans and specifications approved by said Department and subject to its inspection. (City Code 431.01, 431.02, 431.03 and Authority Resolution No. 17 of 1984)

#### 4. Prohibited Substances

No person, firm, association or corporation shall discharge or permit the discharge or infiltration into any Authority sewer which is connected directly or indirectly with the Sanitary Authority's Sewage Disposal System or into a sewer connected to such an Authority sewer or into the Sanitary Authority's Sewage Disposal System or any of the following substances:

- (a) Mineral acids, waste acid, pickling or plating liquors from the pickling or plating of iron, steel, brass, copper, or chromium, or any other dissolved or solid substances, in such amounts, which shall endanger health or safety, interfere with the flow in sewers, attack or corrode sewers or sewage structures or equipment, or otherwise interfere within the operation of the sewers or their facilities of the Authority or the Sanitary Authority.
- (b) Cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification.
- (d) Gas tar, phenols in concentrations greater than 60 parts per million, residues from petroleum storage, refining or processing, excess fuel or lubricating oil, gasoline, naphtha, benzene or explosive or flammable liquids, solids or gases.
- (e) Ashes, cinders, sand, mud, lime, or acetylene sludges, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, sawdust, paunch manure, hair, hides, dead animals, spent mash and grain, pulp from food processing, water or wastes containing excess grease, or any other solids or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the Authority's or the Sanitary Authority's facilities. The combined concentration of oil (subsection (1)(d) hereof) and grease shall not exceed 200 parts per million.
- (f) Sludges or other materials from septic tanks or similar facilities or from sewage or industrial waste treatment plants or from water treatment plants; unless the discharge of such sludges and other materials is permitted by existing legal restrictions and the regulations and orders of the Authority, City of Pittsburgh, the Allegheny County Health Department, and is specifically approved by the Sanitary Authority.
- (g) Garbage, whether ground or not, except properly shredded garbage in a private dwelling, apartment building, hotel, commercial restaurant or retail food store, resulting from the proper use of a garbage grinder or disposer of a type approved by the Authority, City of Pittsburgh, the Allegheny County Health Department and the Sanitary Authority and maintained in good operating condition.
- (h) Water or wastes having a pH lower than 5.0 or higher than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the Authority, City of Pittsburgh or the Sanitary Authority.
- (i) Any industrial or commercial discharge which violates Categorical or General Pretreatment Standards as established by authorized agencies of the federal government or the Commonwealth of Pennsylvania or which violates specific discharge standards established by the Sanitary Authority.

#### 5. Prohibitions

- (a) No person, firm, association or corporation shall introduce or cause to be introduced, directly or indirectly into the facilities of ALCOSAN or into any sewer, pipe or other conveyance located in the Authority's service area and transmitting substances into the facilities of ALCOSAN, any toxic substance, pollutant or other wastewater which will:
  - (i) Cause interference with the operation or performance of ALCOSAN's treatment plant or other facilities; or
  - (ii) Pass through ALCOSAN's treatment plant or other facilities.
- (b) No person, firm, association or corporation shall introduce, permit or cause to be introduced, directly or indirectly, into the facilities of ALCOSAN or into any sewer, pipe or other conveyance located in the City or Authority's service area and transmitting substances into the facilities of ALCOSAN any of the following:
  - (i) Any pollutant or wastewater which will interfere with or substantially adversely affect the operation or performance of the ALCOSAN treatment plant, or pass through the plant into navigable waters or streams of the Commonwealth of Pennsylvania in quantities or concentrations which are cause of and significantly contributes to a violation of any requirement of the above-cited laws or the ALCOSAN NPDES Permit, or adversely affect the use or disposal of ALCOSAN sludge or other residues.
  - (ii) Any substance which will endanger the life, health or safety of the treatment plant, sewer maintenance and plant operations personnel or which would preclude safe entry into the sewer system or any portion of the



## EXHIBIT B

### AUTHORITY'S RULES AND REGULATIONS

treatment plant.

- (iii) Any ignitable, reactive, explosive or corrosive waste.
- (iv) All wastes which are defined or listed as hazardous under the regulations enacted by agencies of the federal government or the Commonwealth of Pennsylvania.
- (v) Any wastewater with a temperature great enough to inhibit biological activity in the ALCOSAN treatment plant.
- (vi) Any waste which exceeds the naturally occurring background levels for either alpha, beta or gamma radiation and/or any wastewater containing any radioactive wastes or isotopes of half-life or concentration not in compliance with applicable state or federal regulations.

- (c) No person shall cause any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish, or any dangerous or detrimental substance to enter into any gutter or sewer in the City or Authority service area.

#### 6. Pollution of Waters

No person in a park shall throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of waters.

#### 7. Sewers

##### (a) Permit and Approval

No person shall connect a private sewer, storm or sanitary sewer to a City or Authority sewer without first obtaining a permit from the Authority. All connections shall be made in conformity with plans and specifications approved by the Authority's Department of Engineering and subject to its inspection.

##### (b) Private Sewer Construction

The Director of Engineering may require the owner of any structure located within the Authority's service area which is accessible to a public storm or sanitary sewer to construct and maintain, at his or her own expense, the underground sewers. The sewers shall be constructed of materials and in a manner as required by the Authority.

##### (c) Violations

Any person, firm, association or corporation violating any provision of this section shall, upon conviction, be punished by a fine not to exceed \$300.00 for each offense, recoverable with costs, and in default of payment of the fine and costs, shall be subject to imprisonment for period not exceeding 30 days. Each day that a violation is continued shall constitute a separate offense. In the case of firms or associations, the penalty may be imposed upon the partners or members thereof, as in the case of corporations upon the officers thereof.

(City of Pittsburgh Ord. 21-1984, effective 9-28-84)

#### 8. Dwellings

No structure shall be used or occupied as a dwelling or as a boarding or rooming house if the structure is unsanitary or the premises do not have a connection with the Authority sewer system or alternate sanitary sewage facilities approved by the local public health authority.

#### 9. Catch Basins

No person shall open, remove or in any way disturb the lid or top of any sewer drop, manhole or gate box within the City or Authority's service area.

The provisions of this section shall not apply to employees of the Authority which maintain the structures under City streets while employees are working under the direction of the proper authorities of the Authority.

#### 10. Street Gutters

No owner or occupant of any land or building fronting on a street shall fail to keep the street gutters open and clear of any refuse, debris, snow or ice so as to prevent any obstruction thereof.

### SECTION XVI – PITTSBURGH CODE PROVISION

1. These Rules and Regulations incorporate by reference all applicable chapters and sections of the Pittsburgh Code relating to or affecting water distribution and sewers, including but not limited to the provisions of Articles III and IV of said Code. In the event of a conflict between the provisions of the Pittsburgh Code and these Rules and Regulations, the Rules and Regulations shall prevail

### SECTION XVII - RATES FOR WATER AND SEWER SERVICE

1. The water and sewer rates set forth on the schedule attached to Authority Resolution No. 20 of 1984, for the period May 1, 1984 through December 31, 1984, and any amendments thereto, are incorporated herein by reference.
2. Similarly, water and sewer rates set forth on schedules attached to subsequent resolutions of the Authority amending 1984 rates, or establishing or amending rates for subsequent years, are also incorporated herein by reference.

**EXHIBIT C**  
**AMORTIZATION SCHEDULE**

<b>DATE OF EARLY TERMINATION BY BAY VALLEY OR SUCCESSOR OWNERS</b>	<b>AMOUNT OF AUTHORITY'S COSTS TO CONSTRUCT NEW LINE FOR WHICH TERMINATING OWNERS MUST REIMBURSE AUTHORITY</b>
Prior to first anniversary of Activation Date	\$400,000
On or after the first anniversary of Activation Date but prior to the second anniversary of the Activation Date	\$360,000
On or after the second anniversary of Activation Date but prior to the third anniversary of the Activation Date	\$320,000
On or after the third anniversary of Activation Date but prior to the fourth anniversary of the Activation Date	\$280,000
On or after the fourth anniversary of Activation Date but prior to the fifth anniversary of the Activation Date	\$240,000
On or after the fifth anniversary of Activation Date but prior to the sixth anniversary of the Activation Date	\$200,000
On or after the sixth anniversary of Activation Date but prior to the seventh anniversary of the Activation Date	\$160,000
On or after the seventh anniversary of Activation Date but prior to the eighth anniversary of the Activation Date	\$120,000
On or after the eighth anniversary of Activation Date but prior to the ninth anniversary of the Activation Date	\$80,000
On or after the ninth anniversary of Activation Date but prior to the tenth anniversary of the Activation Date	\$40,000

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## AGREEMENT

MADE and entered into this 16th day of June by and between  
 THE MUNICIPAL AUTHORITY OF THE BOROUGH OF WEST VIEW, a body  
 corporate and politic, existing under and by virtue of the laws of the Commonwealth  
 of Pennsylvania, (hereinafter referred to as the Authority), having its principal place  
 of business located at 210 Perry Highway, Borough of West View,  
 County of Allegheny and Commonwealth of Pennsylvania

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and  
 politic, existing under and by virtue of the laws of the Commonwealth of Pennsylvania,  
 (hereinafter referred to as the PWSA), having its principal place of business located at  
 Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA. 15222,  
 County of Allegheny and Commonwealth of Pennsylvania.

WHEREAS, the PWSA is to provide sewage billing services to the  
 properties/residents of the City of Pittsburgh,

WHEREAS, the Authority provides metered water service to certain properties  
 along Bascom Avenue, Jacks Run Road and Brighton Road.

WHEREAS, the Authority presently has Agreements for the provision of water  
 consumption information and customer information with various municipalities and  
 sanitary entities, for the sole purpose of producing sewage billings,

WHEREAS, the PWSA has requested required customer information, monthly and  
 quarterly consumption reports as well as all new customer information, closed  
 account information and any account correction for metered accounts on  
 Bascom Avenue, Jacks Run Road and Brighton Road.

NOW THEREFORE, the Authority shall under terms and conditions set forth herein  
 supply the requested information to the PWSA for the purpose of preparing sewage  
 bills. The Authority and the PWSA, their successors and assigns, in consideration of  
 the terms set forth in this Agreement, hereby agree and covenant as follows:

Section 1: The Authority will provide quarterly and monthly consumption reports  
 promptly, after completion of the Authority's reading and billing schedule;

Section 2: The Authority shall provide all information respective of new accounts  
 and changes in existing accounts promptly;

Section 3: The Authority shall provide all corrections promptly;

Section 4: The Authority is not responsible for handling  
 customer inquiries regarding sewage billing;

Section 5: The PWSA agrees to pay the Authority as follows; \$0.16 (sixteen cents)  
 per quarterly, monthly, final/closed and all corrections per unit piece of information  
 and \$0.10 (ten cents) for all new, reset, read only and name changes per  
 unit piece of information;

Section 6: The Authority agrees to provide 60 (sixty) days notice, in writing,  
 in the event the charges in Section 5 are to be redetermined;

Section 7: The PWSA agrees that it is the responsibility of the PWSA to determine  
 that the customer database is accurate and complete for their purpose and the  
 PWSA will promptly notify the Authority of any corrections;

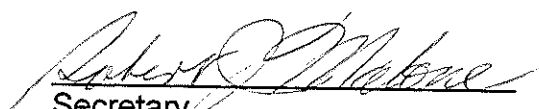
Section 8: The PWSA shall agree to hold harmless the Authority from any liability or  
 cause of action that may arise out of remedial action exercised by the PWSA as a  
 result of information provided by the Authority, whether that information is accurate  
 or inaccurate. In that same regard the Authority hereby covenants and agrees that  
 the PWSA shall incur no liability for duties not encompassed within the meaning  
 and interpretation of this Agreement.

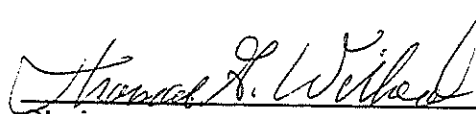
Section 9: Both the PWSA and the Authority agree that this Agreement constitutes the entire Agreement between the parties for the provision of water consumption and customer information for the purpose of producing sewage billing and no other modifications thereof shall be made unless in writing and signed and consented to by both parties. Further, this Agreement shall remain in effect so long as the PWSA requires the water consumption and customer information for said purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement as noted herein and to be effective June 1, 2010.

ATTEST:

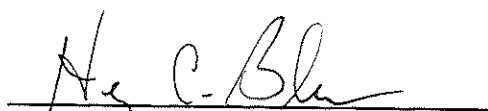
The Municipal Authority of the  
Borough of West View


  
Secretary

  
Chairman

ATTEST:

Pittsburgh Water and Sewer  
Authority

  
Secretary

  
Executive Director

# Exhibit

146 Bascom Avenue	24400-1071200-000
201 Bascom Avenue	24400-1075300-010
202 Bascom Avenue Fl 2	24400-1075600-002
203 Bascom Avenue Fl 2	24400-1075400-008
205 Bascom Avenue	24400-1074700-006
206 Bascom Avenue	24400-1075000-005
211 Bascom Avenue	24400-1074400-000
218 Bascom Avenue	24400-1073400-000
222 Bascom Avenue	24400-1072600-001
223 Bascom Avenue	24400-1072400-000
228 Bascom Avenue	24400-1071400-001
230 Bascom Avenue	24400-1071000-001
236 Bascom Avenue	24400-1069800-001
240 Bascom Avenue	24400-1069000-001
241 Bascom Avenue	24400-1068800-001
244 Bascom Avenue	24400-1068200-002
251 Bascom Avenue	24400-1067200-002
252 Bascom Avenue	24400-1067000-000
256 Bascom Avenue	24400-1066200-002
257 Bascom Avenue	24400-1066000-000
259 Bascom Avenue	24400-1065600-000
260 Bascom Avenue	24400-1065400-007
261 Bascom Avenue	24400-1065200-005
263 Bascom Avenue	24400-1064800-002
156 Jacks Run Road	24600-1085300-000
160 Jacks Run Road	24600-1085000-000
164 Jacks Run Road	24600-1084800-000
4102 Brighton Road	24500-1013400-002

Account numbers are subject to change at any time.



### WATER SERVICE TERMINATION AGREEMENT

MADE and entered into this 5th day of February, 2007, by and between WILKINSBURG-PENN JOINT WATER AUTHORITY, County of Allegheny, Pennsylvania, a body corporate and politic, and Municipal Authority, existing by virtue of the provisions of the Municipal Authorities Act of 1945, 53 P.S. Section 301, et seq., having its principal place of business at 2200 Robinson Boulevard, Pittsburgh, Pennsylvania 15221-1193, County of Allegheny, Commonwealth of Pennsylvania, hereinafter referred to as "the Authority".

A  
N  
D

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic, a municipal authority organized and existing under the Municipal Authorities Act of the Commonwealth of Pennsylvania, having its principal place of business at 441 Smithfield Street, Pittsburgh 15222, County of Allegheny, Commonwealth of Pennsylvania, hereinafter referred to as "the Sewage Agency".

WITNESSETH:

WHEREAS, the Authority is organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of distributing water within City of Pittsburgh and other areas, for domestic and commercial consumption; and,

WHEREAS, the Sewage Agency is engaged in the business of operating a sanitary sewer system servicing properties receiving water service from the Authority; and,

WHEREAS, the Commonwealth of Pennsylvania, pursuant to 53 P.S. Section 2261, et seq. has authorized and required the Authority to shut off the supply of water to premises served by water, the owner or occupant of which has neglected or failed to pay any rental, rate or charge for sewer or sewage treatment service imposed by the Sewage Agency; and,

WHEREAS, it is the desire of the parties hereto to reduce to writing and memorialize their agreement and understanding concerning the procedure and policy to be followed in such cases.

NOW WITNESSETH:

In consideration of the mutual covenants herein, and intending to be legally bound, the parties agree to as follows.

1. All of the foregoing recitals are hereby incorporated by reference as though more fully set forth herein.

A. Agreement Guidelines for participants in the Authority delinquent sewage program:

- 1) Authority employee(s) will be provided Monday through Thursday, each week, serving each participating community on a time share basis, unless Authority business is deemed more pressing such as but not limited to, main line breaks, employee vacations, Authority emergencies etc.
- 2) No employee will work the program on Authority paid holidays.
- 3) Water service, will not be terminated on any Friday, however, service will be restored on a Friday.
- 4) Authority employees will not collect any payments.
- 5) When a water service is terminated during any day, it will not be restored on the same day. The Sewage Agency or its agent will restore service on the day following the communicated release of the account from its delinquent status. Exceptions may be made for medical and other emergency situations.
- 6) The safety of Authority personnel will never be compromised in an effort to execute the turn off or turn on order, it will be the sole call of Authority management or supervisory personnel of the Authority as to the safety of processing any termination order.
- 7) All telephone and other correspondence pertaining to the termination of water service because of a delinquent sewage account must be directed to the Sewage Agency or other authorized sewage collection agents responsible for handling such inquiries. The Authority will not respond to inquiries regarding termination of water service resulting from sewage delinquency.

B. Authority charges for water termination service will be as follows:

- 1) Turn-Off: including those incidents when someone other than the Authority has by administrative error caused an improper termination. \$20.00
- 2) Turn-On: including those incidents when someone other than the Authority has by administrative error caused an improper termination. \$10.00
- 3) Research & Recording Charge: applied when the consumer's service is found to be off at the curb box for water delinquency, or any other reason, prior to an order being issued by the Authority for termination of service. This charge covers the Authorities expenses for maintaining and recording a record, and preventing resumption of service prior to payment of the delinquent sewage bill. \$5.00

C. Legal notification and Responsibility for termination of water service:

- 1) The Authority will cause its personnel to shut off water service to a premise in accordance with all applicable Authority rules and regulations, only after the Sewage Agency has provided the Authority with a written certification by an authorized official stating the following.
  - a) The name and address of the owner and/or occupant of the property, together with the mailing address of the owner and/or occupant;

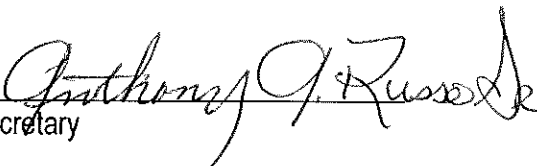
- b) The due date of the delinquent sewage charges;
  - c) The date on which a written notice of intent to terminate water service was mailed to the person responsible for payment of the delinquent sewage charges and the date a copy of said notice was posted at the main entrance of the premise;
  - d) A statement that at least ten days have elapsed since the later of the date of mailing or the date of posting and that no statement of dispute or request for a hearing has been filed by the person liable for the sewage charge with the Sewage Agency within that period;
  - e) If the property is leased , a statement that the delinquent sewer charges were not incurred by a prior lessee; and
  - f) A statement that the Sewage Agency has complied with all other applicable federal, state and local laws and regulations with regard to notification of customers and posting of properties prior to termination of water service on account of failure to pay sewage charges.
- 2) The Sewage Agency agrees to abide by all rules and regulations of the Authority pertaining to the commencement and termination of water service to Authority customers.
- D. Reimbursement for lost water revenue and Indemnification:
- 1) In addition to those other costs and fees set forth in this agreement, the Sewage Agency shall reimburse the Authority for its reasonably estimated loss of water revenue from each shut off under the terms of this agreement ( 53 P.S. section 2264 ). The estimated loss of water revenue shall be computed based upon the period of time during which the water supply is shut off but in no case shall the period of time used for this revenue reimbursement exceed 365 days. The calculation for lost water revenue shall be based on the average water revenue received by the Authority for the corresponding period of time one-year prior to the time of the shut off. If less than one year of revenue history is available to compute the estimate of revenue loss then the actual history available will be used for the calculation. Consideration will be given to such other factors as may have affected present or prior year's usage; all such estimation to be determined based upon the books and records of the Authority. The estimated loss of revenue shall be billed by the Authority to the Sewage Agency at the same time, in the same manner and subject to the same conditions as the Authority's billing would have been made to the customer if the water supply had not been shut off.
  - 2) The Sewage Agency agrees to indemnify and save harmless the Authority from any and all claims, actions, pursuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and engineering fees arising out of, connected with or resulting from any act or omission of the Authority in connection with the termination or reconnection of water service to a premises pursuant to the request of the Sewage Agency due to non-payment of sewage charges.
- E. Termination of agreement or changes in fees of agreement:

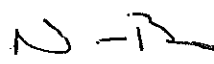
- 1) This agreement shall remain in full force and effect until such time as either party cancels it after giving to the other party ninety (90) days written notice of such intention to cancel.
- 2) The per unit charge (section B1, B2 and B3) for the services being provided by the Authority shall be subject to adjustment (increase or decrease) at any time upon the Authority giving ninety (90) days written notice to the Sewage Agency.

INWITNESS WHEREOF, the parties hereto have executed these presents by and through their respective authorized officers the 5th day of February, 2007.

ATTEST

WILKINSBURG-PENN JOINT  
WATER AUTHORITY

  
Secretary

  
Chairman

(SEAL)

ATTEST

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

  
Asst. Secretary

  
Chairman

(SEAL)

**Resolution No. 7 of 2007  
Authorizing an Agreement  
Between the Wilkinsburg - Penn Joint Water Authority  
and Pittsburgh Water and Sewer Authority  
to Allow for the Termination of Water Service  
to Certain Properties That Have Delinquent Sewer Charges**

**WHEREAS**, the Wilkinsburg – Penn Joint Water Authority provides water service to various properties in Allegheny County; and

**WHEREAS**, Pittsburgh Water and Sewer Authority provides billing to these various accounts for sanitary sewage privileges provided by ALCOSAN; and

**WHEREAS**, in some cases, the owners or occupants of various properties have failed to pay these sewage charges; and

**WHEREAS**, the Commonwealth of Pennsylvania, pursuant to 53 P.S. Section 2261, et seq. has authorized and required Wilkinsburg – Penn Joint Water Authority to shut off the supply of water to those premises in arrears of their sewage charges; and

**WHEREAS**, it is the desire of the parties hereto to enter into an agreement concerning the procedure and policy to be followed in such cases.

**NOW, THEREFORE, BE IT RESOLVED**, that the proper officers of the Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized to enter into an agreement with the Wilkinsburg – Penn Joint Water Authority to make such terminations as needed. Said Agreement to be in a form approved by the Executive Director and the Solicitor.

**DULY ADOPTED AT A REGULAR  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON JANUARY 12, 2007.**

  
Secretary

AGREEMENT

Made and entered into this 23rd day of March, 1988, by and between the TOWNSHIP OF SHALER, Allegheny County, Pennsylvania, a municipal corporation created and existing under and by the virtue of the laws of the Commonwealth of Pennsylvania, hereinafter called the "Township", party of the first part,

AND

HAMPTON TOWNSHIP MUNICIPAL AUTHORITY, Township of Hampton, Allegheny County, Pennsylvania, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, hereinafter called the "Authority", party of the second part.

## WITNESSETH:

WHEREAS, the Township owns, operates and maintains a waterworks system and supplies water for domestic, commercial, industrial and public uses within the Township, and for resale and use outside the Township, and

WHEREAS, the Authority owns, operates and maintains a waterworks system for domestic, commercial, industrial and public uses within the Township of Hampton, and for resale and use for similar purposes outside the Township of Hampton, and

WHEREAS, the parties hereto have heretofore entered into certain agreements relating to the sale of water by the Township to the Authority; and

NOW, THEREFORE, the parties intending to be legally bound hereby, in consideration of the charges, covenants and agreements contained herein, covenant each with the other as follows:

1. With the exception of the 99 year lease on the standpipe property, dated May 14, 1969, and the Authority's payment to the Township for their share of the costs of the Felicity Drive waterline as defined in Item 3, Paragraph D of the Agreement dated August 14, 1979, the Township and Authority agree that all previous agreements, either oral or written, between them with respect to matters contained herein, are terminated as of the date hereof and completely superseded by this Agreement.
2. The Township agrees that from the date of this Agreement until the date of termination of this Agreement, as provided for under Paragraph 6, the Township will supply and deliver to the Authority the water requirements of the Authority, upon the terms and conditions set forth in this Agreement.

3. The Township agrees to furnish the water requirements of the Authority to a maximum volume of 1,500,000 gallons per day (gpd) over a 24-hour period and 90,000,000 gallons per quarter, at a maximum rate not to exceed 1,560 gallons per minute (gpm).
4. The foregoing specified usage and rate of usage will be furnished at the three (3) locations specified below. Those maximum daily quantities and maximum rates established at each point of service shall be as follows:

	<u>Daily Volume Gallons</u>	<u>Maximum Rate, GPM</u>
(1) Elfinwild/Mt. Royal and		
(2) Township's Boundary at Felicity Drive	1,200,000	1,250
(3) Mary Ann Drive	<u>300,000</u>	<u>310</u>
TOTALS	1,500,000	1,560

The above schedule can be modified due to unforeseen events that occur beyond the control of the Township.

5. The Authority agrees to purchase from the Township, the Township to supply, a minimum quantity of fifty-seven million (57,000,000) gallons of water per quarter during the time this Agreement is in effect and to pay for this minimum amount based on the prevailing resale rate of the Municipal Authority of the Borough of West View Schedule of Rates and Service Charges.
6. The Township agrees to furnish water service and the Authority agrees to pay the Township for said water service until December 31, 1991, and if mutually agreed, to continue to do so for five (5) year periods thereafter, under the terms of this Agreement. This Agreement shall be in full force and effect, until terminated by either party. Termination can occur at each renewal period provided ninety (90) days prior written notice is given to the other party.

7. Paragraph 8 defines the rate for water service to the Authority's existing water meter installations, located at, or near, the intersection of Elfinwild and Mount Royal Boulevard, or for any service to any future metering installation which is connected directly to the main Township system, and for service to the high service area extending beyond the Authority water meter installation located on Mary Ann Drive at the Shaler-Indiana Township dividing line, or for any other service area requiring booster pumping by the Township, and for service to the Authority's existing water meter installation at or near the intersection of the Shaler/Hampton Township dividing line at or near Route 8, the B & O Railroad and Felicity Avenue.
8. For each billing quarter, the Authority will be invoiced by the Township based on the prevailing Municipal Authority of the Borough of West View's Basic Project Schedule of Rates and Service Charges including meter charges. This rate will apply for all water purchased by the Authority in each quarter totaling 62,499,999 gallons or less. When all quarterly water purchases equal or exceed 62,500,000 gallons, a \$.075 per 1,000 gallon discount shall be applied to the resale rate bracket of the West View Water Authority Rate Schedule for all water sales. When all quarterly water purchases equal or exceed 75,000,000 gallons, a \$.10 per 1,000 gallon discount shall be applied to the resale rate bracket of the West View Water Authority Rate Schedule for all water sales. The water rate charged to the Authority by the Township may be renegotiated for any of the following reasons: (1) pursuant to the terms of paragraph 6 of this agreement, (2) if the West View water rate schedule is revised, or (3) if the Township elects to undertake a capital improvements project and requires additional revenue to finance such project. The Township may, from time to time, request the Authority to reduce Township water purchases. The days that the Township makes these requests will be recorded by both parties. In the event the Authority fails to make bulk purchases in a quarter as a result of the Township requests to reduce water consumption, which, if bulk purchases were made would have resulted in a reduced water rate, the Township will consider for the day the request to reduce water consumption was made that the Authority purchased the average of the seven days prior to the reduction notice.



9. The Authority has granted the Township a six (6") inch connection to the Authority's system through which metered service is provided from the Hampton-Shaler line on Greenfield road to the Greenfield Road, Pin Oak Drive, and Calmwood Drive portion of the Township, hereafter called the "Greenfield Connection". The Township agrees to read the meters on the customers' systems served from the Greenfield connection. The Authority agrees to read the Greenfield Connection Master Meter and invoice the Township quarterly. The Township agrees, provided all water purchased originated from the West View Water System, to pay for all purchased water at the prevailing Municipal Authority of the Borough of West view Basic Project Schedule of Rates and Service Charges including meter charges. The terms contained in Paragraphs 11 and 12 of this Agreement shall apply to invoices submitted by the Authority to the Township. The Township agrees to pay for water leakage metered from the Greenfield point of connection, and to maintain said lines and connection at its sole cost and expense.
10. The Township has constructed all necessary valve pits on Pin Oak Drive, and at the intersection of Calmwood Drive and Peters Drive so as to isolate this area of service from the rest of the Township system both parties further hereto stipulate that such isolating valves are to be closed sealed, but are to be accessible to employees or representatives of the Authority.
11. The meters providing service to the Authority system shall be read for billing purposes by a representative of the Township; said readings are to be made upon a date mutually agreed upon by the Township and the Authority, and said date shall be the same for each month or quarter of the year, except that when said date falls on a Saturday, Sunday or Legal Holiday, the reading shall be made on the next business day following the Saturday, Sunday or Legal Holiday. the period of time elapsing between said readings shall constitute the billing period. Approximately the first day of the month following said meter readings for water service, the Township shall render a bill to the Authority, and if said bill is not paid within twenty (20) days after presentation, the bill shall be subject to a late charge of ten (10%) percent. If the twentieth (20th) day falls on a Saturday, Sunday or Legal Holiday, payment not subject to a late charge may be made on the next business day following the Saturday, Sunday or Legal Holiday.

12. The Township, at its option, may serve any delinquent notices by mail or in person to the effect that, unless the delinquent bill is paid within ten (10) days from receipt of notice as hereinabove set forth, service will be discontinued. Service of delinquent notices as hereinabove set forth shall be made upon the Authority as provided under the terms of Paragraph 18 of this Contract. If water service is discontinued as hereinabove set forth by the Township, it will not be restored to the Authority until all unpaid bills and charges, including the turn-on charge, are paid to the Township, or satisfactory arrangements made for such payment.
13. The meter or meters used in determining the quantity of water supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Authority at such time or times as the Authority may deem necessary. A written report of such test shall be filed with the Township. If any meter shall be discovered to be inaccurate or incorrect, it shall either be restored to an accurate and correct condition or it shall be replaced with an accurate and correct meter by the Authority. The Township shall have the right to request that a special meter test be made at any time. If any test made at the request of the Township disclosed that the meter tested is registering correctly or within two (2%) percent of normal, the expense of such test shall be borne by the Township. The Authority shall bear the expense of all other meter tests, and a representative of the Township shall be notified in writing of the time and place of such tests and be present at all meter tests and calibration tests, and the results shall be open to examination by the Township. If a meter tested is found to be not more than two (2%) percent above or below normal, the meter shall be considered to be accurate and correct for the purposes of billing. However, if as a result of any such test, said meter is found to register in variation in excess of two (2%) percent from normal, correction shall be made in the billing, but no such correction shall extend beyond ninety (90) days previous to the date on which inaccuracy or incorrectness is discovered by test. Metered quantities during the period of inaccurate registration shall be adjusted by the percentage of the meter's inaccuracy as determined by test and corrected billings rendered therefore.
14. Should any other metered connections be made hereafter by the Authority with the water lines of the Township for the purpose of providing another outlet through which the Township would furnish water, the terms included under this Agreement shall apply to the furnishing of such additional services.

15. The Township covenants and agrees that the supply of water to the Authority shall not be discontinued except in cases of actual emergency; but, however, in the event that the Township shall find it necessary to temporarily discontinue the supply of water to the Authority for the purpose of making replacements or repairs to its facilities, or for any other reason and no actual emergency exists, the Township shall, if possible, give to the Authority notice of intention to do so and such notice shall state the time and duration of such interruption of water service. Notice shall be given to the Authority as provided in Paragraph 18 of this Agreement.
16. The Township covenants and agrees that it will use all responsible diligence in providing a constant and uninterrupted supply of water for the Authority, but the Township shall not be liable to the Authority hereunder, by reason of failure of the Township to deliver or of the Authority to receive water as a result of fire, labor disputes, riot, explosion, flood, accident, breakdown, Acts of God, or the public enemy, or other acts beyond the control of the party affected; it being the intention of each of the parties hereto to relieve the other of the obligation to supply water or to receive water and pay for water when, as a result of any of the abovementioned causes, either party may be unable to deliver or use, in whole or in part, the water hereunder agreed to be delivered and received. The parties hereto covenant and agree that they and each of them shall be prompt and diligent in removing and overcoming the cause or causes or such interruptions, but nothing herein contained shall be construed as permitting the Township to refuse to deliver and the Authority to refuse to receive water after the cause of interruption has been removed. In the event of impaired or defective service, the Authority shall immediately give notice to the nearest office of the Township, by telephone or otherwise, confirming such notice in writing as soon thereafter as practicable.

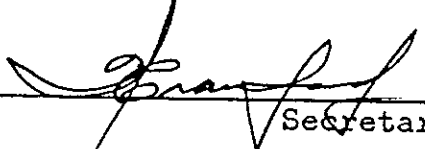
~~17. The Township and the Authority agree that the 200,000 gallon standpipe, known as the Mary Ann Standpipe, will continue to be used for service and which water is delivered by the Township and from which water is supplied to the Authority. The Township, operation, maintenance, and repair of that standpipe and appurtenances and the meter pit and piping, at or near the Township Authority service area dividing line shall continue to be that of the Authority.~~

18. All notices which, under the terms and conditions of this Agreement, are required or authorized to be given to the Authority shall be given to the Hampton Township Municipal Authority, 3101 McCully Road, Allison Park, PA 15101. All notices which, under the terms and conditions of this Agreement, are required or authorized to be given to the Township shall be given to the Township of Shaler, 300 Wetzel Road, Glenshaw, PA 15116. All notices required or authorized to be given under this Agreement shall be mailed in the ordinary course of business to the address set forth above.
19. This Agreement shall be binding upon and insure to the benefit of the parties hereto and to their respective successors or assigns.

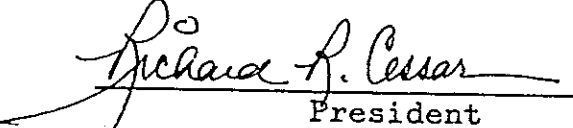
IN WITNESS WHEREOF, the Township of Shaler has caused this Agreement to be signed by its President of the Board of Commissioners, attested by its Secretary, and its official seal hereto attached, the day and date first above written, and the Hampton Township Municipal Authority has caused this Agreement to be signed by its Chairman of the Board, attested by its Secretary, and its official seal to be hereto attached.

ATTEST:

TOWNSHIP OF SHALER

  
Secretary

MUNICIPAL AUTHORITY

  
President

HAMPTON TOWNSHIP

Secretary

President

A G R E E M E N T

MADE AND ENTERED INTO this 18<sup>th</sup> day of December, 1991,  
by and between the PITTSBURGH WATER AND SEWER AUTHORITY, a  
Municipal Corporation, having its domicile in the City of  
Pittsburgh, County of Allegheny, and Commonwealth of  
Pennsylvania, hereinafter designated as "Authority".

A N D

Township of O'Hara, a Home Rule Municipality, having its domicile  
in the Township of O'Hara, County of Allegheny, and Commonwealth  
of Pennsylvania, hereinafter designated "Township".

WHEREAS, the Authority is organized and existing under the  
Laws of the Commonwealth of Pennsylvania and is engaged in the  
business of distributing water throughout certain areas in O'Hara  
Township for domestic and commercial consumption; and

WHEREAS, the Township operates a sanitary sewage system  
throughout a part of the Township; and

WHEREAS, the Commonwealth of Pennsylvania, by appropriate  
legislative enactment, has authorized and requires the Authority  
the shut off the supply of water to premises served by water,  
where the owner or occupant has neglected or failed to pay a  
rental, fee, or charge for sewer, maintenance or sewage treatment  
service levied by the Township; and

WHEREAS, it is the desire of the parties hereto to reduce to  
writing their agreement and understanding concerning the  
procedure and policy to be followed in such cases.

**NOW WITNESSETH,**

**THAT** in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto covenant and agree each with the other as follow, to wit:

1. Upon the written certification of the Township Manager or her designee, that appropriate notice of an intent to shut off water has been given to the person liable for the payment of the rentals, charges and fees for sewer maintenance or treatment and that in addition thereto, said property was posted with a written notice at a main entrance to the premises, in accordance with applicable law, in such cases, the Authority will cause its personnel to shut off the water service to that customer's premises, and report to the Township that it has been done.
2. The Township will pay to the Authority the cost of such shut off service and the estimated loss of water revenues resulting from such shut off, if such shut off remains in effect for two weeks or longer. The loss of revenues will be computed by the Authority on the basis of quarterly water bills prorated accordingly. The Authority's records of water usage will be the basis of said calculation. The liability of the Township under this paragraph shall cease if the premises in question become vacant.
3. The Township agrees to indemnify and save harmless the Authority from any and all property damage and liability to the persons or premises as a result of instituting the shut off for water at the request of the Township.

4. The Authority immediately, upon receiving said certification from the Township Manager, and/or any other authorized representative of the Township, will shut off the water to said premises, in accordance with the existing policy as contained in the Rules and Regulations of the Authority, which Township agrees to abide by. The Authority shall deliver a copy of said procedures to the Township upon execution hereof, and shall promptly provide the Township with any modifications or amendments thereto.
5. The Authority shall reinstate water service immediately upon receipt from the Township Manager and/or any other authorized representative of the Township of notice that the service should be restored.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective officers the day and year first above written.

PITTSBURGH WATER AND SEWER AUTHORITY



Chairman, Pittsburgh Water and Sewer Authority


ATTEST:



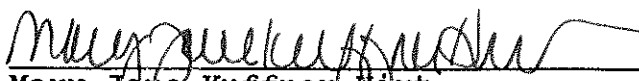
Secretary, Pittsburgh Water &  
Sewer Authority

TOWNSHIP OF O'HARA

ATTEST:



William H. Crooks, Jr.  
President of Council



Mary Jane Kuffner Hirt  
Township Manager

BILL NO. B-71-91RESOLUTION NO. R-53-91TOWNSHIP OF O'HARA  
ALLEGHENY COUNTY, PENNSYLVANIA

A RESOLUTION OF THE TOWNSHIP OF O'HARA, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE PRESIDENT OF COUNCIL AND TOWNSHIP MANAGER TO EXECUTE AN AGREEMENT WITH THE PITTSBURGH WATER AND SEWER AUTHORITY FOR THE TERMINATION OF WATER SERVICES FOR DELINQUENT SEWAGE FEES

---

WHEREAS, the Township of O'Hara has undertaken a program to pursue delinquent sewage fee accounts which includes the termination of water services;

WHEREAS, the Pittsburgh Water and Sewer Authority currently provides public water service to customers within O'Hara Township;



WHEREAS, the termination of water services for the non-payment of sewage fees requires that an agreement which outlines the procedures which will guide the termination process be in effect;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of O'Hara that the President of Council and Township Manager are hereby authorized to execute the attached agreement with the Pittsburgh Water and Sewer Authority.

RESOLVED by Council vote of 7 to 0 on December 10, 1991.

TOWNSHIP OF O'HARA

ATTEST:

  
Mary Jane Kuffner Hirt  
Township Manager  
William H. Crooks, Jr.  
President of Council

Motion to Read & Pruett - McCloskey 7 - 0 12/10/91  
Adopt

Attachment



**WATER SALES AGREEMENT**

Made this 11<sup>th</sup> day of December 1996.

**BY AND BETWEEN**

**THE PITTSBURGH WATER AND SEWER AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority")

**A  
N  
D**

**THE HAMPTON TOWNSHIP MUNICIPAL AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "HTMA")

**WITNESSETH:**

WHEREAS, HTMA requires a supply of water to be used for resale to customers within its boundaries; and

WHEREAS, Authority is willing to provide HTMA with a supply of water for such use; and

WHEREAS, it is the intention and the desire of both parties that such delivery and sale of water shall be in accordance with and governed by the terms and conditions of this agreement and applicable federal, state and local laws, regulations and ordinances.

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **WATER SUPPLY:** Authority shall make available to HTMA no less than 50,000 gallons of water per day, subject to the terms and conditions set forth in this Agreement.

2. **DEMAND REGULATION:** HTMA shall receive water pursuant to the terms and conditions of this Agreement at a rate not to exceed 100,000 gallons per day. In the event that an emergency or other unforeseen circumstance causes HTMA to require a volume of water in excess of 100,000 gallons per day, HTMA shall immediately notify the Authority of said need, and the Authority will make every reasonable effort to provide the volume of water requested. In the event Authority is unable to provide the additional water requested by HTMA, the Authority shall immediately notify HTMA of the quantity of water which can be made available.

3. **WATER QUALITY:** Authority agrees to provide potable water meeting all federal, state and local drinking water standards and regulations, as from time to time amended.

4. **INTERRUPTION OF SERVICE:** Authority shall take all reasonable steps necessary and sufficient to ensure that the supply of water to HTMA under this Agreement continues on an uninterrupted and unrestricted basis. In the event that Authority is unable to avoid interruption or restriction in its supply of water to HTMA under this Agreement, Authority shall in all events continue to provide such supply of water as it provides during such period of interruption or restriction to other customers in the same pressure district in which HTMA is supplied. In the event of a foreseeable interruption or restriction of service, Authority shall provide HTMA with twenty-four hour notice of said interruption or restriction, its causes and expected duration. If twenty-four hour notice is not possible under the circumstances, Authority shall give such notice as soon as possible. In the event of an unforeseeable interruption or restriction of service, Authority shall give HTMA immediate notice of said interruption or

restriction, its causes and expected duration. In all events, Authority shall take all reasonable steps necessary and sufficient to restore full service to HTMA as soon as possible after the interruption or restriction of service commences.

5. **WATER RATES:** HTMA shall pay Authority for all water consumed by HTMA at the applicable rates adopted by resolution of the Board of Directors of Authority from time to time. Authority shall render bills on a monthly basis based upon actual meter readings, and such bills shall be paid by HTMA within thirty (30) days of receipt. Authority shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days. HTMA recognizes that water purchased from the Authority is for resale to customers within the HTMA's boundaries and is not for wholesale to other customers.

6. **TERM OF AGREEMENT:** The initial term of this agreement shall be five (5) years commencing from the date of the signing of this agreement. No later than two (2) years prior to the expiration date of said term, either party may give written notice to the other party that it intends to cancel this Agreement at the end of the current term. Renegotiation of this Agreement shall therefore begin in the third (3rd) year of this five (5) year Agreement. Any renewal or continuation of this Agreement shall be the result of those negotiations.

7. **POINT OF SERVICE:** Authority shall supply water to HTMA through existing metered connections to Authority's sixty (60) inch water main, those connections located at North Canal Street at Kittanning Pike within HTMA service area or at such other location as the parties may agree (hereinafter referred to as the "Metered Connection"). Authority shall be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the Metered Connection.

HTMA shall be responsible for and shall pay for all costs of construction, installation and maintenance of all connections, water meters, lines and other necessary appurtenances thereto which lie in HTMA service area. Authority shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the water system or waterlines in HTMA service area, other than the Metered Connection.

**8. INDEMNIFICATION:** HTMA shall indemnify, save and hold harmless Authority, its officers, agents and employees of and from any and all liens, charges, claims, causes of action, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever arising from or relating to installation, operation or maintenance of the HTMA water distribution system and that portion of the water line through which water provided under this Agreement is conveyed which lies within HTMA service area, exclusive of the Metered Connection or the 60-inch water main delivering water to the Metered Connection, or arising from any contamination of said water which occurs subsequent to the conveyance of said water through the Metered Connection. It being the intent of this provision to absolve and protect Authority from any and all loss by reason of HTMA's water distribution system or anything related in any way whatsoever to the HTMA water distribution system.

Authority shall indemnify, save and hold harmless HTMA, its officers, agents and employees of and from any and all liens, charges, claims, causes of action, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever arising from or relating to installation, operation or maintenance of the Metered Connection and/or the sixty-inch water main which delivers water to the Metered Connection, or arising from any contamination of said water which occurs prior to or during the conveyance of said water through the Metered

Connection. It being the intent of this provision to absolve and protect HTMA from any and all loss by reason of Authority's water distribution system or anything related in any way whatsoever to the Authority's water distribution system.

9. **OPERATIONAL/TECHNICAL SUPPORT:** Authority will conduct all laboratory water analyses as from time to time required by regulatory agencies for water that Authority supplies to the HTMA, and will provide the results of such analyses to HTMA within twenty-four hours after completion of same. Any additional testing will be performed at the rates established by the Authority. The HTMA will be solely responsible for all sample collection and delivery to the Authority's laboratory for any laboratory water analyses to be performed.

10. **EFFECTIVE DATE:** Notwithstanding the foregoing, this agreement shall not be effective until HTMA has applied for any subsidiary water allocation permit which may be required from the Pennsylvania Department of Environmental Resources.

11. **NOTICES:** All notices required or authorized to be given by each of the parties to the other shall be given in writing and mailed in the ordinary course of business by U.S. Mail, addressed to HTMA at P.O. Box 66, Allison Park, Pennsylvania 15101 and to Authority at 441 Smithfield Street, Pittsburgh, Pennsylvania 15222.

12. **SUCCESSORS AND ASSIGNS:** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. **AMENDMENT:** This Agreement may not be amended in any respect except by written agreement of the parties hereto.

14. **DISPUTE RESOLUTION:** In the event of any dispute between Authority and HTMA with respect to any matters set forth in this Agreement, such disputes shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927 P.L. 381 as amended, of the Commonwealth of Pennsylvania. In any such case three arbitrators shall be appointed, one by Authority, one by HTMA, and one by the two arbitrators so appointed by Authority and HTMA. The decision of a majority of the arbitrators shall be binding and conclusive upon Authority and HTMA. The expense of such arbitration, exclusive of expenses of each party in its own behalf, shall be borne equally by the parties.

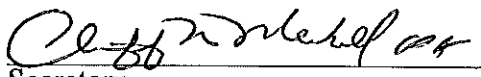
15. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

16. **AUTHORIZING RESOLUTION:** This agreement is entered into by Authority pursuant to Resolution No. 125, adopted at a meeting of its Board held on December 13, 1996 and by HTMA pursuant to Resolution duly adopted at a meeting of its Board held on December 11<sup>th</sup>, 1996.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized officers, have executed this agreement and caused the respective corporate seals to be affixed the day and year first above written.

ATTEST:

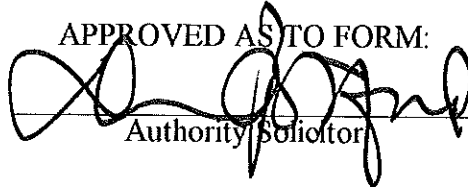
THE PITTSBURGH WATER AND  
SEWER AUTHORITY

  
Secretary

BY   
Chairman

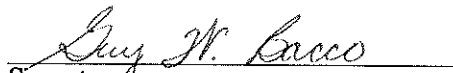
(SEAL)


APPROVED AS TO FORM:

  
Authority Solicitor

ATTEST:

THE HAMPTON TOWNSHIP MUNICIPAL  
AUTHORITY

  
Secretary

BY   
Chairman

(SEAL)

APPROVED AS TO FORM


  
HTMA Solicitor

RESOLUTION NO. 125 OF 1996

**Providing for Water Sales Agreement  
with the Hampton Township Municipal Authority**

RESOLVED, that the proper officers of the Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized and directed to enter into a Water Sales Agreement with Hampton Township Municipal Authority for a term of five (5) years under which the Authority shall provide to the Township at least Fifty-Thousand (50,000) gallons per day of water, at rates as adopted by the Authority from time to time, said Agreement to be in form approved by the Executive Director and the Authority Solicitor.

DULY ADOPTED AT A REGULAR  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON DECEMBER 13, 1996.



Secretary



WATER SALES AGREEMENT

Made this 18<sup>th</sup> day of July, 19 95

BY AND BETWEEN

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority")

A  
N  
D

THE FOX CHAPEL AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Fox Chapel")

WITNESSETH:

WHEREAS, Fox Chapel requires a supply of water to be used for resale to customers within its service area; and

WHEREAS, Authority is willing to provide Fox Chapel with a supply of water for such use; and

WHEREAS, it is the intention and the desire of both parties that such delivery and sale of water shall be in accordance with and governed by the terms and conditions of this agreement and applicable federal, state and local laws, regulations and ordinances.

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. WATER SUPPLY: Upon execution of this agreement, Fox Chapel shall begin the required modifications to the existing Fox Chapel system to enable Fox Chapel to obtain its entire supply of water exclusively from the Authority. These modifications include work at Fox Chapel's existing filtration plant in order to take water at that point and system improvements to take water from the Authority on Fox Chapel Road. Nothing in this agreement shall prevent Fox Chapel from reselling water purchased from the Authority to other communities or systems. Fox Chapel shall purchase any and all water supplied to its customers, up to the agreed upon maximum daily rate of supply as stipulated in this Agreement, from the Authority, although this exclusive contract shall not prevent Fox Chapel from entering into emergency supply agreements with neighboring utilities for use in the event that the Authority is unable to supply water to Fox Chapel or in the event that problems within the Fox Chapel system cause Fox Chapel to be temporarily unable to utilize Authority supplied water within portions (or all) of the Fox Chapel System. Fox Chapel shall use its best efforts to correct such problems within their system and resume utilization of the Authority's supply.

In the event that Fox Chapel acquires a neighboring community's water system with its own source of supply and/or existing long term water purchase agreements, Fox Chapel shall not be obligated to purchase water from the Authority for such service area. However, Fox Chapel shall continue to be obligated to purchase its entire water supply from the Authority for the service area identified in Attachment A attached hereto and made a part hereof.

Upon completion of the required capital improvements at the existing filtration plant initiated by Fox Chapel, which completion should be no later than 12 months after the execution of this agreement unless time for commencement of taking water is extended by agreement of the

parties, Authority shall make available to Fox Chapel the amount of water needed to meet Fox Chapel's total needs, up to a maximum daily rate of supply as stipulated later in this Agreement and Fox Chapel shall purchase the entire amount of water needed to fulfill Fox Chapel needs, subject to the exceptions of temporary inability to utilize the Authority's supply and in instances of the acquisition of a neighboring system with alternative sources of supply as delineated in the previous two paragraphs. Authority's obligation to provide water under this agreement shall be subject to acts of God, unavoidable accidents and other causes beyond the control of Authority. Authority shall furnish water to Fox Chapel at the quantity and pressure that may be available from time to time in Authority's system; provided, however, that Authority may restrict the flow of such water if the Authority is restricting the flow of water to all of its own customers in the same Authority pressure district which supplies Fox Chapel. Authority shall have the right to interrupt the service at any time if Authority should for any reason be unable to provide potable water, but shall do so only in the event that the Authority is interrupting the service to its customers in the same Authority pressure district which supplies Fox Chapel because it is unable to provide potable water. Authority shall have the right to interrupt the service at any time if Authority should for any reason be unable to provide water in the same Authority pressure district which supplies Fox Chapel. Authority shall use its best efforts to resume service upon correction of the problem requiring interruption.

Authority shall provide Fox Chapel full and complete use of Authority's substantial water storage capacity. In the event of emergency circumstances, Fox Chapel agrees to act responsibly regarding the use of water and to fully cooperate with the Authority in managing water usage at such times.

2. DEMAND REGULATION: Fox Chapel shall draw the quantities of water provided for under this agreement at varying rates during the day not to exceed a rate of 10 million

gallons per day. If at any time, Fox Chapel projects that their future peak day demand will exceed 10 millions gallons per day, Fox Chapel shall notify the Authority in writing and provide the Authority sufficient time and information so to evaluate such increase in demand. The Authority shall not be obligated to supply water in excess of 10 million gallons per day unless at the Authority's sole discretion it executes an amendment to this agreement for that purpose.

3. WATER QUALITY: Authority agrees to provide potable water meeting all current and future federal, state and local drinking water standards and regulations, as from time to time amended.

4. INTERRUPTION OF SERVICE: During the term of this agreement or any extension thereof, Authority shall have the right to interrupt or curtail service when reasonably necessary to meet an emergency, or to maintain, repair, or replace facilities in its system. In the event an interruption of service is foreseen, Authority shall give twenty-four (24) hours advance notice to Fox Chapel, and, in the event the giving of such notice is impossible, Authority shall use its best efforts to provide as much advance notice as is reasonably possible as to the time the interruption will occur and its anticipated duration. Upon the occurrence of an unforeseen interruption, Authority shall notify Fox Chapel as promptly as is reasonably possible, provide Fox Chapel with the same services provided to other Authority customers in like situations, and advise Fox Chapel as to when resumption of normal service may be expected.

During any emergency disruption of service to Fox Chapel, the Authority shall take all reasonable measures to restore service to Fox Chapel as promptly as possible. This provision shall apply equally to a disruption of service which affects only one of the Authority supply points, or both Authority supply points. This provision shall not apply to the planned repair or replacement of the Authority 60" main located between the Authority Water Treatment Plant and the existing Fox Chapel Authority Water Treatment Plant once the new 16" main is operational.

5. WATER RATES: Fox Chapel shall pay Authority for all water consumed by Fox Chapel at rates as set forth in Attachment B, attached hereto and made a part hereof. No rate increase for the years 1996 through 2000 shall exceed five percent (5%) of the prior year's rate. Rate increases for all water taken for the years 2000 through 2010 shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI) over the previous year's CPI if the Authority's rate increase exceeds five percent (5%). If the Authority's rate increase is under five percent (5%), the CPI will not be considered in the rate increase limitations. However, no rate increase during this period shall exceed ten percent (10%). Rate increases for the years 2010 through 2025 shall be equal to the average percentage increase approved by the Board of Directors of the Authority for other customers. In no event during the term of this Agreement, shall any annual percentage rate increase to Fox Chapel exceed the average percentage increase to all Authority customers. For the purpose of this Agreement, the term "average percentage increase" shall mean the change in the total amount of revenue resulting from all changes to all rates for all water sales divided by the total amount of revenue resulting from all charges for all water sales prior to the change in rates for an equivalent amount of water over the same length of time. The computation shall not include any revenue unrelated to the purchase of water such as hydrant rentals, service line installations, interest earnings, miscellaneous charges or any other income unrelated to the actual sale of water. Authority shall render bills on a monthly basis based upon actual meter readings, and such bills shall be paid by Fox Chapel within thirty (30) days of receipt. Authority shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days; however, the Authority shall not discontinue service provided Fox Chapel either pays to the Authority, or deposits into an escrow account the amount(s) sufficient to pay in full any disputed portions of the bills rendered within thirty (30) days.

Should Fox Chapel require water to perform reasonable flushing of the Fox Chapel system to correct water quality problems (by the water quality standards set forth in Section 3 or other water quality problems which are of concern to public health or which cause significant taste or odor problems and which result in the Authority flushing the Authority mains) which originate in the water supplied by the Authority, such water consumed by Fox Chapel shall be at no charge provided that Fox Chapel substantiates to the Authority that such consumption was the purpose set forth above. Any water supplied by the Authority to Fox Chapel during any period of time during which a "Boil Water Order" is in effect within the Fox Chapel system as a result of water supplied by the Authority, shall be at no charge to Fox Chapel. In the event that a supply point from Authority to Fox Chapel has not been in use and Fox Chapel desires to utilize said supply point, the water required for reasonable flushing of the Authority mains to assure high quality water at that location shall be at no cost to Fox Chapel.

6. TERM OF AGREEMENT: The initial term of this agreement shall be thirty (30) years commencing from the date of the signing of this agreement. No later than five (5) years prior to the expiration date of said term, the Authority may give written notice to Fox Chapel that it intends to cancel this agreement at the end of the current term. No later than one (1) year prior to the expiration of said term, Fox Chapel may give written notice to the Authority that it intends to cancel this agreement at the end of the current term. If such notice of intention to cancel is not given by either party to the other within such time periods, this agreement shall be automatically continue until terminated in accordance with the above termination provisions.

7. CAPITAL IMPROVEMENTS: Upon execution of this agreement, Authority shall initiate construction of a metered connection to a sixteen (16) inch transmission main which will be constructed, owned and operated by the Authority running from Aspinwall Pumping Station to a point along Fox Chapel Road in the vicinity of Rockwood Drive, the precise point to be

determined by Fox Chapel, in the Borough of Fox Chapel. Authority shall construct at its initial cost a new pumping facility in its Aspinwall Pumping Station which will pump water through the above referenced sixteen (16) inch transmission main to the point of connection with the Fox Chapel System on Fox Chapel Road. The exact configuration of the new pumping facility and the point of connection on Fox Chapel Road will be determined at the time of final design of the facilities, however, such design criteria will require service to the Fox Chapel Authority Intermediate Service District (elevation 1,294 feet). It is anticipated that the capital improvements will be completed within twenty four (24) months from the date of execution of this agreement. Upon completion of this work, Fox Chapel proposes to use this point as their primary source of supply with the connection at Fox Chapel's existing filtration plant being used as its secondary, or backup, source of supply. The Authority at its sole expense will install, own, maintain and operate new metering facilities.

With the exception of the aforementioned 16" transmission main and metered connection, Fox Chapel shall be responsible for and shall pay for all costs of construction, installation and maintenance of all connections, water meters, lines and other necessary appurtenances in Fox Chapel service area. With the exception of the aforementioned 16" transmission main and metered connection, Authority shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the water system or waterlines in Fox Chapel service area.

For the duration of this Agreement, it is mutually agreed that the portion of the 16" transmission main to be constructed between the Aspinwall Pump Station and Rockwood Drive which is located within the Fox Chapel Service Area is a pipeline solely and exclusively for transmission purposes, and that, within the Fox Chapel Service Area, no customers except Fox Chapel are to be served by the Authority through the 16" transmission main. This provision

excludes those existing customers of the Authority which are located within the Fox Chapel Service Area.

The Authority shall reimburse Fox Chapel for its costs of electrical power to pump Authority supplied water at Fox Chapel's existing filtration plant until the new primary sources facilities (16" transmission main between the Aspinwall Pumping Station and the new meter vault, Aspinwall Pumping Station improvements and the Fox Chapel metering facilities) are installed and operational. Should the new primary source facilities be operational and Fox Chapel is unable to utilize these facilities, the Authority shall have no obligation to reimburse Fox Chapel for electrical power costs. After the new primary sources facilities are operational, the Authority shall reimburse Fox Chapel for its cost of electrical power to pump Authority supplied water at Fox Chapel's existing filtration plant whenever the Authority requests Fox Chapel to purchase Authority water only at the secondary source (Fox Chapel's existing plant), in order to facilitate Authority operations and schedule maintenance activities. The amount of reimbursement shall be the actual expenditure by Fox Chapel for only that electrical involved in pumping Authority supplied water into the Fox Chapel system. Either party may conduct studies or install equipment to determine the exact quantity of electrical power involved in just pumping. Lacking any such detailed analysis, the reimbursement shall be eighty three percent (83%) of the total cost of all electrical power supplied to Fox Chapel's existing plant for the period involved.

Upon conclusion of this Agreement should Fox Chapel desire to purchase the portion of the 16" transmission main (to be constructed between the Aspinwall Pump Station and Rockwood Drive) which is located within the Fox Chapel Service Area and the Authority agree to such a purchase, Fox Chapel shall have the right to purchase the portion of the 16" transmission main. The purchase price shall be based upon the Authority's actual cost to construct the portion



of pipeline being purchased, less depreciation. Depreciation is to be calculated on a straight line basis over one hundred (100) years.

8. INDEMNIFICATION: Fox Chapel shall indemnify, save and hold harmless, and defend the Authority, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and attorney's fees, from any causes whatsoever, known or unknown, arising from any construction, installation, operation and maintenance of the system within the Fox Chapel Service Area or arising from the providing of water from Fox Chapel to its customers, including but not limited to actions arising from lack of adequate pressure and contamination. Any approvals by Authority which may be related to procedures, material, workmanship or any other matters related to Fox Chapel's system shall not operate to relieve Fox Chapel of its sole responsibility. Fox Chapel shall indemnify, save and hold harmless, and defend Authority, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and attorney's fees, arising from any act, error or omission of Fox Chapel or any agent, employee, licensee, contractor or subcontractor of Fox Chapel, intentional or negligent, of any of the terms, conditions or provision of this Agreement.

Fox Chapel shall indemnify and save harmless the Authority against and from any and all claims, demands, actions, causes of action, suits and all other liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including Fox Chapel or its employees, or property damage suffered by any person, including Fox Chapel and its employees, whether the same results from the actual or alleged negligence of Fox Chapel or Fox Chapel's agents and/or employees or otherwise, it being the intent of this provision to

absolve and protect Authority from any and all loss by reason of Fox Chapel's system or anything related in any way whatsoever to the Fox Chapel system.

Authority shall indemnify and save harmless Fox Chapel against and from any and all claims, demands, actions, causes of action, suits and all other liabilities whatsoever on account of, or by reason of, or growing out of personal injuries or death to any person, including Authority or its employees, or property damage suffered by any person, including Authority and its employees, whether the same results from the actual or alleged negligence of Authority or Authority's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect Fox Chapel from any and all loss by reason of Authority's system or anything related in any way whatsoever to the Authority system.

Indemnification for any claims arising out of the joint or concurring negligence of both the Authority and Fox Chapel shall be borne by both parties in proportion to the degrees of negligence as may be mutually agreed upon, or, as determined under Section 9. During the adjudication of any claim arising out of joint or concurring negligence of both the Authority and Fox Chapel, the cost of defense shall be shared equally until such time as the degrees of negligence are proportioned between the two parties. Upon such proportional assignment of negligence, the more negligent party shall reimburse the other party the appropriate amount.

9. RESOLUTION OF DISPUTES: If a dispute which involves the interpretation of this Agreement, or an alleged Agreement violation arise and a settlement cannot be negotiated, the matter shall be referred to a Board of Arbitrators.

The Board of Arbitrators shall consist of three (3) persons, one of whom shall be selected by the Authority, one by Fox Chapel and the third one to be selected by the other two so chosen by the Authority and Fox Chapel. In case a matter is submitted for arbitration, each of the parties hereto shall within five (5) working days notify the other party of the name of the person

selected by that party as an arbitrator and, as soon as the two arbitrators have been selected, they shall select the third arbitrator as expeditiously as possible. In the event of the inability of the arbitrators to select a third arbitrator, he shall be selected by the parties from a panel submitted by the American Arbitration Association.

The award of the arbitrators upon the disputed question shall be final and binding upon all parties. The three arbitrators so selected shall meet together at the earliest possible time after their selection and shall make their findings upon any dispute or matter submitted to them as expeditiously as possible.

The Arbitration Board shall have not authority to alter, add to, or amend this Agreement, and it shall limit its decision to the issue or issues submitted to it. Any findings or conclusions arrived at by a majority of the arbitrators on the dispute or matter submitted to the Board shall be binding upon the parties hereto.

The compensation of the Authority arbitrator shall be paid by the Authority, and the compensation of the Fox Chapel arbitrator shall be paid by Fox Chapel. All expenses incident to the services of the third arbitrator, together with any other costs of the arbitration hearing, such as fees of court reporters, shall be borne equally by the Authority and Fox Chapel.

10. OPERATIONAL/TECHNICAL SUPPORT: Authority will conduct for Fox Chapel all laboratory water analyses as from time to time required by regulatory agencies. Fox Chapel will be solely responsible for all sample collection for any laboratory water analyses to be performed.

11. EFFECTIVE DATE: This agreement shall become effective thirty (30) days after its execution by the parties.

Notwithstanding the foregoing, this agreement shall not be effective until Fox Chapel has applied for any subsidiary water allocation permit which may be required from the

Pennsylvania Department of Environmental Resources. The rates set forth in Attachment "B" are effective upon Fox Chapel obtaining its entire supply of water exclusively from the Authority.

12. NOTICES: All notices required or authorized to be given by each of the parties to the other shall be given in writing and mailed in the ordinary course of business by U.S. Mail, addressed to Fox Chapel at 225 Alpha Drive, Pittsburgh, PA 15238-2944 and to Authority at 3rd Floor, 441 Smithfield Street, Pittsburgh, Pennsylvania 15222.

13. SUCCESSORS AND ASSIGNS: This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. AUTHORIZING RESOLUTION: This agreement is entered into by Authority pursuant to Resolution No. 85, adopted at a meeting of its Board held on July 14, 1995 and by Fox Chapel pursuant to Resolution duly adopted at a meeting of its Board held July 18, 1995.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized officers, have executed this agreement and caused the respective corporate seals to be affixed the day and year first above written.

ATTEST:

Cliff D. Schell, Jr.  
Secretary

THE PITTSBURGH WATER AND  
SEWER AUTHORITY  
BY Joseph M. Rustin, Jr.  
Chairman

(SEAL)

APPROVED AS TO FORM:

[Signature]  
Authority Solicitor

ATTEST:

John J. Radulak  
Secretary

THE FOX CHAPEL AUTHORITY  
BY Mike J. Bala  
VICE - PRESIDENT

(SEAL)

APPROVED AS TO FORM

Timothy M. Slawinski  
Fox Chapel Solicitor

ATTACHMENT “B”

Resolution No. 86 of 1995

Amending Section II.D, of the Rate Schedule  
Established by No. 74 of 1995

WHEREAS, it is necessary to amend Section II.D Rate Schedule established by Resolution No. 74 of 1995 (the “1995 Rate Schedule”)

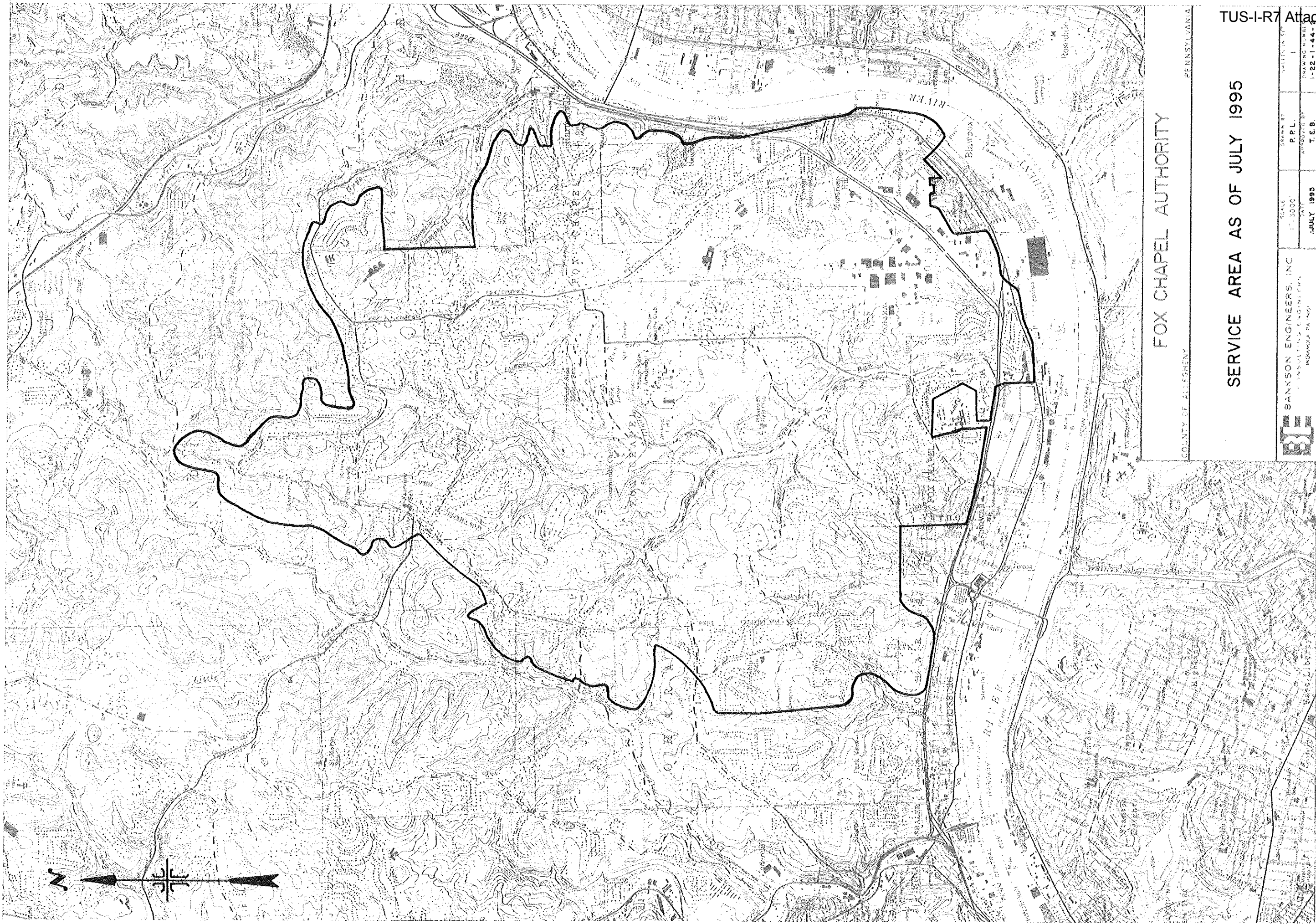
NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Section II (Metered Quarterly Water and Sewer Rates), Paragraph D of the 1995 Rate Schedule is hereby amended to read as follows:

D. Additional Charges Per Quarter. The following rates are to be charges for use of water and sewer systems where a meter is available, for usage in excess of the minimum charge set forth in subsection (B).

CUSTOMER CLASSIFICATION	RATE PER 1,000 GALLONS	
	10/1/95	10/1/96
Residential	\$ 3.76	4.13
Commercial	3.70	4.07
Industrial	3.45	3.79
Wholesale for Resale:		
Daily Consumption:		
0 to 3,000,000 gallons	2.53	2.78
3,000,001 gallons and over	2.49	2.74
Municipal Not-For-Profit *	Rate Per 1,000 Gallons *	
Monthly Consumption:		
First - 15.0 Million Gallons		\$1.65
Next - 15.0 Million Gallons		1.30
Next - 45.0 Million Gallons		1.18
Next - 45.0 Million Gallons		1.15
Next - 60.0 Million Gallons		1.13
All over - 180.0 Million Gallons		1.10

\* Rate not to be effective until such time as the Fox Chapel Authority begins to purchase its entire water supply exclusively from the Pittsburgh Water and Sewer Authority.



FOX CHAPEL AUTHORITY

COUNTY OF ALLEGHENY PENNSYLVANIA

SERVICE AREA AS OF JULY 1995

TUS-I-R7 Attach S



SANKSON ENGINEERS, INC.  
CONSULTING ENGINEERS  
INDIANAPOLIS, INDIANA 46204

SCALE 1" = 5000'	DRAWN BY P.P.L.	DATE JULY 1995	PROJECT NO. 1-22-1-44
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WATER SALES AGREEMENT

MADE this 20th day of April, 1990

BY AND BETWEEN

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "AUTHORITY"),

A

N

D

THE TOWNSHIP OF O'HARA, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called "TOWNSHIP").

WITNESSETH:

WHEREAS, TOWNSHIP requires a supply of water to be used for resale to customers within its Pleasant Valley Water District; and

WHEREAS, AUTHORITY is willing to provide TOWNSHIP with a supply of water for such use; and



WHEREAS, it is the intention and desire of both parties that such delivery and sale of water shall be in accordance with and governed by the terms and conditions of this agreement and applicable to federal, state and local laws, regulations and ordinances.

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. AUTHORITY will provide and sell water from its 60 inch distribution main in North Canal Street in Sharpsburg Borough to TOWNSHIP, as needed, (up to 50,000 gallons per day) to serve the TOWNSHIP's Pleasant Valley Water District, subject to the conditions and requirements hereinafter set forth.

2. TOWNSHIP shall draw the quantities of water provided for under this agreement at varying rates during the day, not to exceed a rate of 100,000 gallons per day, except under fire or other emergency conditions.

3. TOWNSHIP shall install at its sole expense a tap on the AUTHORITY's 60 inch main and shall construct an 8 inch water main of approximately 500 feet in length along North Canal Street to the existing TOWNSHIP meter pit located at North Canal Street and Kittanning Pike.

4. TOWNSHIP shall also install at said meter pit in an existing vault downstream from the existing water meter a backflow prevention device of a type and manufacture approved by AUTHORITY. The backflow prevention device shall be constructed with a drainage outlet and shall be operated and maintained at all times in compliance with Chapter 319 of the Pittsburgh Code and rules and regulations thereunder.

5. Before beginning installation of (1) the tap on the AUTHORITY's 60 inch main and (2) the backflow prevention device, TOWNSHIP shall obtain from Sharpsburg Borough and from the Department of Water of the City of Pittsburgh, agent for AUTHORITY under the Lease and Management Agreement dated March 29, 1984 but effective as of May 1, 1984 between the City of Pittsburgh and the AUTHORITY, such permits and approvals, including a tap permit as said Department of Water and Sharpsburg Borough may require; and before beginning such work, TOWNSHIP shall provide evidence satisfactory to AUTHORITY that TOWNSHIP'S contractor or contractors are properly bonded and have obtained

adequate insurance to protect AUTHORITY against any damages or claims for damages or any liabilities whatsoever which may arise from the tap installation work on AUTHORITY'S 60 inch main, which insurance shall name AUTHORITY as an additional insured.

6. TOWNSHIP shall have responsibility for and shall pay for all costs of construction, installation and maintenance of all connections, water meters, lines and other necessary appurtenances in TOWNSHIP and Sharpsburg Borough, and it shall maintain such equipment in good condition and free from leaks. AUTHORITY shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the TOWNSHIP water system or water lines in TOWNSHIP or Sharpsburg Borough, other than AUTHORITY's 60 inch water main.

7. AUTHORITY's obligation to provide water under this agreement shall be subordinate to its primary duty to provide water to customers within its own service area and shall be subject to acts of God, unavoidable accidents or other causes beyond the control of AUTHORITY. There shall be no guarantee of continuity of service or adequate pressure or volume of water available. AUTHORITY will furnish water to TOWNSHIP at the quantity and pressure that may be available from time to time in AUTHORITY's system; provided, however, that AUTHORITY shall have

the right to refuse to furnish water or to discontinue to furnish water by reason of unusual or emergency demands of any kind upon the AUTHORITY's water system, and AUTHORITY may restrict the flow of such water if, in its opinion, the flow is detrimental to its own customers. AUTHORITY shall have the right to interrupt the service at any time if continuation of the service through the full term of this agreement would make it impossible for AUTHORITY to discharge its primary duty to provide water to customers in its own service area, or if AUTHORITY should for any reason be unable to provide potable water. AUTHORITY shall use its best efforts to resume service upon correction of the problem requiring interruption. AUTHORITY shall have the right to interrupt or curtail service when reasonably necessary to meet an emergency, or to maintain, repair, or replace facilities in its system. In the event an interruption of service is foreseen, AUTHORITY shall give 24 hours advance notice to TOWNSHIP, and in the event the giving of such notice is impossible, AUTHORITY shall use its best efforts to provide as much advance notice as is reasonably possible of the time the interruption will occur and its anticipated duration. Upon the occurrence of an unforeseen interruption, AUTHORITY shall notify TOWNSHIP as promptly as is reasonably possible and shall advise it as to when resumption of normal service may be expected.

8. AUTHORITY agrees to provide potable water meeting all federal, state and local drinking water standards and regulations.

9. TOWNSHIP shall pay AUTHORITY for all water consumed by TOWNSHIP at the Wholesale for Resale (bulk water) Rates as adopted by resolution of the Board of the Directors of AUTHORITY from time to time. AUTHORITY shall render bills on a monthly basis based upon actual meter readings, and such bills shall be paid by TOWNSHIP within thirty (30) days of receipt. AUTHORITY shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days. Authority shall notify township at least forty five (45) days in advance of the amount of a proposed rate increase.

10. TOWNSHIP hereby agrees to indemnify, save harmless and defend AUTHORITY from any and all liens, charges, claims, demands, losses, costs, judgments, causes of action, suits or liabilities and damages of any kind whatsoever, known or unknown, whether caused by or arising out of any act or failure to act or any negligence of AUTHORITY, its officers, agents, employees, contractors or otherwise, arising from any construction, installation, operation and maintenance of the system or arising from the providing of water from TOWNSHIP to its customers, including but not limited to actions arising from lack of

adequate pressure and contamination. Any approvals by AUTHORITY which may be related to procedures, material, workmanship or any other matter related to TOWNSHIP's system shall not operate to relieve TOWNSHIP of its sole responsibility.

11. The initial term of this agreement shall be ten (10) years commencing from the date hereof. No later than five (5) years prior to the expiration date of said term, AUTHORITY may give written notice to TOWNSHIP that it intends to cancel this agreement at the end of the current term. No later than one (1) year prior to the expiration of said term, TOWNSHIP may give written notice to AUTHORITY that it intends to cancel this agreement at the end of the current term. If such notice of intention to cancel is not given by either party to the other within such time periods, this agreement shall be automatically renewed for an additional term of ten (10) years and thereafter for additional ten (10) year terms until timely notice of cancellation shall be given by either party to the other no later than four (4) years prior to the expiration date of any extended term.

12. All notices required or authorized to be given by each of the parties to the other shall be given in writing and mailed in the ordinary course of business by U.S. Mail addressed to TOWNSHIP at 325 Fox Chapel Road, Pittsburgh, PA 15238 and to AUTHORITY at Suite 700 Porter Building, Pittsburgh, PA 15219.

13. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and there respective successors and assigns.

14. This agreement shall become effective thirty (30) days after TOWNSHIP has filed a copy thereof with the Pennsylvania Public Utility Commission, or, in the event that said commission institutes an investigation, at such time as said commission grants its approval thereof. TOWNSHIP shall file a copy of this agreement with the Pennsylvania Public Utility Commission within ten (10) days of its execution by the parties.

15. Notwithstanding the forgoing, this agreement shall not be effective until TOWNSHIP has applied for any required subsidiary water allocation permit from the Pennsylvania Department of Environmental Resources.

16. This agreement is entered into by AUTHORITY pursuant to Resolution No. 41, adopted at a meeting of its board held on APRIL 20, 1990 and by TOWNSHIP pursuant to resolution duly adopted by its Commissioners at a meeting held APRIL 10, 1990.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized officers, have executed this agreement and caused the respective corporate seals to be affixed the day and year first above written.

ATTEST:

Levy A. Berman  
Secretary

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

By: David Miller  
Chairman

[Seal]

Approved as to form

William H. Crooks Jr.  
Authority Solicitor

ATTEST:

William H. Crooks Jr.  
Secretary

THE TOWNSHIP OF O'HARA

By: William H. Crooks Jr.

[Seal]

Approved as to form

William H. Crooks Jr.  
Township Solicitor



RESOLUTION NO. 41 OF 1990

Providing for Water Sales Agreement with O'Hara Township

RESOLVED, that the proper officers of The Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized and directed to enter into a water sales agreement with O'Hara Township providing for the sale of water to said Township at Wholesale for Resale (bulk water) rates as adopted by the Authority from time to time, for resale by O'Hara Township to its customers in its Pleasant Valley Water District, said agreement to be in form approved by the Authority Solicitor.

**MEMORANDUM OF UNDERSTANDING**

Made this 25<sup>TH</sup> day of FEBRUARY, 1997

BY AND BETWEEN

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority")

A  
N  
D

The FOX CHAPEL AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Fox Chapel")

WITNESSETH:

WHEREAS, Fox Chapel and the Authority entered into a Water Sales Agreement (the "Agreement") dated July 18, 1995; and

WHEREAS, Fox Chapel and the Authority desire to clarify certain of the provisions of the Agreement; and

WHEREAS, these clarifications do not alter the sum and substance of the Agreement.

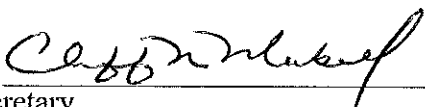
Now, therefore, in consideration of the promises and undertaking of each party to the other, the parties hereto each intending to legally bind itself, successors and its assigns, covenant and agree as follows:

1. Fox Chapel projects that the peak demand through the year 2020 will not exceed 5.5 MGD with an average consumption of 2.2 to 3.0 MGD.
2. The Authority will construct the necessary infrastructure to supply the average daily demand and a peak demand of 5.5 MGD at the Rockwood Drive point of connection.
3. Fox Chapel agrees that, when requested by Authority, the current connection between Authority's 60" line and the Fox Chapel Water Treatment Plant will be utilized as conditions permit and to a reasonable extent to supplement the Rockwood Drive connection.
4. The Authority agrees to compensate Fox Chapel for the electrical consumption used during the time their plant is in pumping operation.
5. Both Authority and Fox Chapel recognize the fact that the proposed connection at Rockwood Drive cannot accommodate flows greater than 5.5 MGD. If such time arises that Fox Chapel predicts a need greater than 5.5 MGD, it is agreed that ample time will be given to allow development and installation of a cost effective infrastructure capable of supplying 10 MGD at the Rockwood Drive connection.


6. All aspects, terms, conditions, promises, undertakings, rights and obligations of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their respective administrators have executed this Memorandum of Understanding the day and year first above written.

ATTEST:

  
Secretary

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

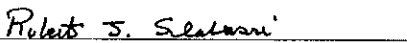
BY   
Chairman

(SEAL)

APPROVED AS TO FORM:

  
Authority Solicitor

ATTEST:

  
Secretary

THE FOX CHAPEL AUTHORITY

BY   
PRESIDENT

(SEAL)

APPROVED AS TO FORM

  
Fox Chapel Solicitor

## ARTICLES OF AGREEMENT

MADE and entered into this 1st day of September

1942, by and between SHALER TOWNSHIP in the County of Allegheny, Commonwealth of Pennsylvania, represented by the Township Commissioners, hereinafter called the "Township", and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania hereinafter called the "City".

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the City and the Township hereby covenant and agree with each other as follows:

(1) The City will supply and sell water from its distribution mains to Shaler Township, as shown on drawing attached hereto, made part hereof and marked WB 613, subject to the following conditions and requirements.

(2) Water shall be supplied through existing connection to the City's water mains on the Lanpher Reservoir property of the City, which now has ownership of such connection from its mains to and including a control valve. The water taken by the Township shall be measured by a battery of two three-inch meters to be furnished, installed and maintained by the City.

(3) It shall be the duty of the Township to promptly notify the City when water is desired, and no water connection of any kind shall be made between the systems of the Township and the City without the presence of a representative of the City. Either party to this agreement shall have the right to have the meters tested at any time at its own expense, and the other party to the agreement shall have the right to have its representative present during such test.

(4) Promptly upon notice by the Township that it desires to purchase water, the City will connect the meters and furnish water until notified to discontinue; subject, however, to the City's right to refuse to furnish water by reason of unusual or emergency demands of any kind upon the City's water system.

(5) Until the City begins to furnish water under this agreement, there shall be no pipe connection between the respective systems of the Township and the City, and when the Township is being supplied by its own system, there shall during such period, be an open space in the pipe connection to the City's system. Should the Township, or its representatives, improperly or unlawfully

SEP 1 11 19 AM 1942

make such connection and use City water, the Township will pay for the cost of removing the illegal connection, and in addition, will pay three times the cost of the water taken as estimated by the City.

(6) The Township shall at its own cost construct, maintain and operate all pipe lines beyond the meter control valve at the connections to the City's mains, and the City shall not be held accountable for or assume responsibility for breakage, maintenance, repair, replacement, or any other work of any nature whatsoever necessary to be performed in connection with the plant, equipment, or other property of the Township.

(7) A right-of-way, or easement, is hereby granted to the Township for the twelve-inch main leading northwardly from the pump station, for the purpose of the performance of this agreement, and the Township agrees to pay to the City therefor the sum of Ten Dollars (\$10.00) per annum as rental for the grant of said right-of-way or easement.

(8) The Township shall maintain all pipe lines in good condition and free from leakage for the purpose of preventing excessive use of City water.

(9) The Township shall regulate the charges, terms and conditions of use by its consumers on all lines included in this agreement.

(10) The Township shall pay an annual meter charge of Sixty Dollars (\$60.00) as a ready to serve charge which shall include the maintenance of the two three-inch meters to be connected during the period of water supply. In addition thereto, when the Township desires to purchase water from the City it shall pay a charge of Fifty Dollars (\$50.00) for the connection and removal of the meters, and shall pay for the water consumed 125% of the rate charged to consumers of water within the City as established by City Ordinances. Bills shall be rendered quarterly, or at the termination of the supply, based on meter readings; and service under this agreement shall be subject to the same rules and regulations as are applied to consumers of

water within the City, unless otherwise provided in this agreement.

(11) The Township shall, at its own sole cost and expense, maintain or renew and operate an electric booster pump station and shall maintain a vault to house the meter installation on the City's Lanpher Reservoir (formerly North Side or Cabbage Hill) property. The Township shall have reasonable access to the City's property at any time for inspecting, maintaining or operating the said pump station or pipe lines installed by the Township.

(12) This agreement shall remain in force and effect for a period of Five (5) years from its date, unless terminated by either party upon giving written notice of such intention Ninety (90) days in advance. Upon the termination of the agreement by either party rights of way granted on its property by the City to the Township shall end and the Township shall remove from the City's premises, the pump station equipment and piping built by it, leaving the City's property and structures in good and undamaged condition, and shall make satisfactory arrangements with the Director of the Department of Public Works of the City of Pittsburgh, for the disposition of the structures built by the Township on the City's property.

IN WITNESS WHEREOF, Said parties hereto have hereunto set their hands and seals; Shaler Township by its Chairman and Secretary of Board of Township Commissioners, who have been duly authorized so to do by a resolution of the said Board of Township Commissioners, and the City of Pittsburgh by its Mayor and Director of the Department of Public Works, in accordance with the terms of Ordinance No. 337, approved July 6th, 1942, a copy of which is hereto attached.

SEALER TOWNSHIP

BY Karl L. Callmer  
Chairman, Board of Commissioners

ATTEST:

J. B. Thompson  
Secretary, Board of Commissioners

CITY OF PITTSBURGH,

SEP 1 - 1942

BY Conrad Stulley  
Mayor

ATTEST:

M. Wilson  
Mayor's Secretary  
att.[Signature]  
Director, Department of Public Works

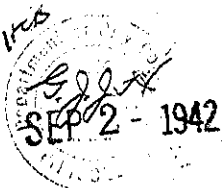
ATTEST:

H. M. Fischer

Approved as to Form:

Rene X. Allen  
City Solicitor

Countersigned: SEP 3 - 1942

[Signature]  
City Controller  
J. J. SLOAN, Deputy City Controller



R E S O L U T I O N

BE IT RESOLVED by the Township Commissioners of the Township of Shaler in a regular meeting assembled, and


IT IS HEREBY RESOLVED by authority of the same that the Chairman and Secretary of the Board of Township Commissioners be and they are authorized to enter into a contract with the City of Pittsburgh for the purchase of water by the said Township of Shaler from the City of Pittsburgh.

A copy of said contract is attached to this Resolution and made a part thereof.

C E R T I F I C A T I O N

I, J. W. Thompson, Secretary of the Board of Commissioners of the Township of Shaler, do hereby certify that the foregoing is a true and correct copy of a resolution passed by the Board of Commissioners, in regular session on June 9, 1942, a quorum then being present, and the original resolution now being on file as part of the permanent records of the Township.

( S E A L )

  
J. W. Thompson, Secretary

COPY

Ordinance No. 337  
(Bill No. 1073.)

AN ORDINANCE authorizing and directing the Mayor and the Director of the Department of Public Works to enter into an agreement for and on behalf of the City of Pittsburgh with the Township of Shaler for furnishing an emergency water supply to said township; and providing the terms of said agreement.

SECTION 1. Be it ordained and enacted by the City of Pittsburgh, in Council assembled, and it is hereby ordained and enacted by the authority of the same, that the Mayor and the Director of the Department of Public Works of the City of Pittsburgh be and they are hereby authorized and directed to enter into an agreement with the Township of Shaler, in the following terms:

ARTICLES OF AGREEMENT

MADE and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1942, by and between SHALER TOWNSHIP in the County of Allegheny, Commonwealth of Pennsylvania, represented by the Township Commissioners, hereinafter called the "Township", and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania hereinafter called the "City".

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the City and the Township hereby covenant and agree with each other as follows:

(1) The City will supply and sell water from its distribution mains to Shaler Township, as shown on drawing attached hereto, made part hereof and marked WB 613, subject to the following conditions and requirements.

(2) Water shall be supplied through existing connection to the City's water mains on the Lanpher Reservoir property of the City, which now has ownership of such connection from its mains to and including a control valve. The water taken by the Township shall be measured by a battery of two three-inch meters to be furnished, installed and maintained by the City.

(3) It shall be the duty of the Township to promptly notify the City when water is desired, and no water connection of any kind shall be made between the systems of the Township and the City without the presence of a representative of the City. Either party to this agreement shall have the right to have the meters tested at any time at its own expense, and the other party to the agreement shall have the right to have its representative present during such test.

(4) Promptly upon notice by the Township that it desires to purchase water, the City will connect the meters and furnish water until notified to discontinue; subject, however, to the City's right to refuse to furnish water by reason of unusual or emergency demands of any kind upon the City's water system.

(5) Until the City begins to furnish water under this agreement, there shall be no pipe connection between the respective systems of the Township and the City, and when the Township is being supplied by its own system, there shall during such period, be an open space in the pipe connection to the City's system. Should the Township, or its representatives, improperly or unlawfully make such connection and use City water, the Township will pay for the cost of removing the illegal connection, and in addition, will pay three times the cost of the water taken as estimated by the City.

(6) The Township shall at its own cost construct, maintain and operate all pipe lines beyond the meter control valve at the connections to the City's mains, and the City shall not be held accountable for or assume responsibility for breakage, maintenance, repair, replacement, or any other work of any nature whatsoever necessary to be performed in connection with the plant, equipment, or other property of the Township.

(7) A right-of-way, or easement, is hereby granted to the Township for the twelve-inch main leading northwardly from the pump station, for the purpose of the performance of this agreement, and the Township agrees to pay to the City therefor the sum of Ten Dollars (\$10.00) per annum as rental for the grant of said right-of-way or easement.

(8) The Township shall maintain all pipe lines in good condition and free from leakage for the purpose of preventing excessive use of City water.

(9) The Township shall regulate the charges, terms and conditions of use by its consumers on all lines included in this agreement.

(10) The Township shall pay an annual meter charge of Sixty Dollars (\$60.00) as a ready to serve charge which shall include the maintenance of the two three-inch meters to be connected during the period of water supply. In addition thereto, when the Township desires to purchase water from the City it shall pay a charge of Fifty Dollars (\$50.00) for the connection and removal of the meters, and shall pay for the water consumed 125% of the rate charged to consumers of water within the City as established by City Ordinances. Bills shall be rendered quarterly, or at the termination of the supply, based on meter readings; and service under this agreement shall be subject to the same rules and regulations as are applied to consumers of water within the City, unless otherwise provided in this agreement.

(11) The Township shall, at its own sole cost and expense, maintain or renew and operate an electric booster pump station and shall maintain a vault to house the meter installation on the City's Lanpher Reservoir (formerly North Side or Cabbage Hill) property. The Township shall have reasonable access to the City's property at any time for inspecting, maintaining or operating the said pump station or pipe lines installed by the Township.

(12) This agreement shall remain in force and effect for a period of Five (5) years from its date, unless terminated by either party upon giving written notice of such intention Ninety (90) days in advance. Upon the termination of the agreement by either party rights of way granted on its property by the City to the Township shall and the Township shall remove from the City's premises, the pump station equipment and piping built by it, leaving the City's property and structures in good and undamaged condition, and shall make satisfactory arrangements with the Director of the Department of Public Works of the City of Pittsburgh, for the disposition of the structures built by the Township on the City's property.

IN WITNESS WHEREOF, Said parties hereto have hereunto set their hands and seals; Shaler Township by its Chairman and Secretary of Board of Township Commissioners, who have been duly authorized so to do by a resolution of the said Board of Township Commissioners, and the City of Pittsburgh by its Mayor and Director of the Department of Public Works, in accordance with the terms of Ordinance No. 337, approved July 6th, 1942, a copy of which is hereto attached.

SHALER TOWNSHIP

BY

Chairman, Board of Commissioners

CITY OF PITTSBURGH,

BY

Mayor

Director, Department of Public Works,

ATTEST:

Secretary, Board of Commissioners.

ATTEST:

Mayor's Secretary

ATTEST:

Approved: as to Form:

City Solicitor

Countersigned:

City Controller

SECTION 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed, so far as the same affects this Ordinance.

Ordained and enacted into a law in Council, this 3rd day of July A.D. 1942.

Thomas E. Kilgallen  
President of Council

Attest: E. W. Lindsay  
Clerk of Council

Mayor's Office July 6, 1942

Approved: Cornelius D. Scully  
Mayor

Attest: Blair A. Wilson  
Mayor's Asst. Secretary.

Recorded in Ordinance Book, Vol. 52 Page 462, 6th day of July, 1942.

Pittsburgh, July 8, 1942.

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 337, Series 1942, as the same appears of record in the office of the City Clerk.

/s/ E. W. Lindsay, City Clerk.