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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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**Pennsylvania Public Utility Commission** :  
**Bureau of Investigation and Enforcement,** :

**Complainant,** :

v. :

**East Dunkard Water Authority,** :

**Respondent.** :

**Docket No. C-2021-3027615**

**REPLY TO MOTION FOR  
SUMMARY JUDGMENT**

**Filed on Behalf of Respondent:**

**EAST DUNKARD  
WATER AUTHORITY**

**Counsel of Record for Said Party:**

**Dennis M. Makel, Esquire  
PA I.D. #40520  
Megan L. Patrick, Esquire  
PA I.D. # 320066**

**MAKEL & ASSOCIATES, LLC  
98 East Maiden Street  
Washington, PA 15301  
Telephone: (724) 222-7639**

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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**Pennsylvania Public Utility Commission** :  
**Bureau of Investigation and Enforcement,** :  
 : **Docket No. C-2021-3027615**  
 **Complainant,** :  
 v. :  
 :  
**East Dunkard Water Authority,** :  
 :  
 **Respondent.** :

**RESPONDENT’S REPLY TO MOTION FOR SUMMARY JUDGMENT**

COMES NOW, the Respondent, East Dunkard Water Authority (hereinafter “Authority”), by and through its undersigned counsel, Makel & Associates, LLC, and files this Reply to Motion Summary Judgment and support thereof, avers as follows:

**I. INTRODUCTION AND BACKGROUND**

1. Admitted.
2. Admitted.
3. Admitted in Part and Denied in Part. The averments contained in Paragraph 3 of the Motion for Summary Judgment are admitted only to the extent that the averments are the I&E’s allegations. The remainder of the averments and reasonable inferences therefrom are specifically denied and strict proof thereof is demanded. By way of further answer, the Authority specifically denies that the municipalities serviced by the Authority are beyond the Authority’s corporate limits.
4. Admitted in Part and Denied in Part. The averments contained in Paragraph 4 of the Motion for Summary Judgment are admitted only to the extent that the averments are the

I&E's allegations. The remainder of the averments and reasonable inferences therefrom are specifically denied and strict proof thereof is demanded.

5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Denied. The averment contained in Paragraph 12 of the Motion for Summary Judgment is specifically denied and strict proof thereof is demanded.

## **II. PROCEDURAL BACKGROUND**

13. Admitted.

14. Denied. The averments contained in Paragraph 14 of the Motion for Summary Judgment are specifically denied and strict proof thereof is demanded. By way of further answer, the filing of pleadings is res judicata, and the same is also irrelevant to the underlying issues presented in this matter.

15. Admitted.

16. Denied. The averments contained in Paragraph 14 of the Motion for Summary Judgment are specifically denied and strict proof thereof is demanded. By way of further answer, the filing of pleadings is res judicata, and the same is also irrelevant to the underlying issues presented in this matter.

17. Admitted.

18. Admitted.

19. Admitted.

20. Admitted.

### **III. ARGUMENT**

#### **A. Summary Judgment Standard**

21. Admitted.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted

#### **B. The Authority Admits Furnishing Water Service for Compensation Outside of Its Corporate Boundaries**

26. Denied. The averments contained in Paragraph 27 of the Motion for Summary Judgment are conclusions of law to which no response is required. To the extent that this Honorable Court determines otherwise, the averments are specifically denied and strict proof thereof is demanded.

27. Admitted in Part and Denied in Part. The averments contained in Paragraph 27 of the Motion for Summary Judgment are admitted to the extent that Dunkard Township formed the Authority. The remaining averments or reasonable inferences therefrom are specifically denied and strict proof thereof is demanded. By way of further answer, the Authority's Articles of Incorporation, which are attached hereto as **Exhibit "A"** and made a part hereof, state that the purpose of the Authority is to construct or otherwise provide the facilities necessary to furnish water for the incorporating municipality and to such adjoining political subdivision or areas as desire the service. At at the time of transition between the East Dunkard Water Association (hereinafter "Association") providing water service and the Authority being formed and beginning to provide water service, the Association had already been providing water service to customers in Dunkard Township, Greene Township, Monongahela Township, Cumberland Township, Perry Township, and Whitely Township at the desire of the customers and without objection by any of the aforementioned municipalities. A copy of a portion of the Association's answers to B I&E's Data Requests – Set 1 directed at the Association are attached hereto as **Exhibit "B"** and made a part hereof. Affidavits from the Supervisors of Perry Township, Greene Township, and Cumberland Township stating that the municipalities did not object to the Association or the Authority's provision of water service to their respective municipalities are attached hereto as **Exhibit "C"** and made a part hereof. Affidavit of the Authority's secretary, Michelle Popernack, is attached hereto as **Exhibit "D"** and made a part hereof. Attached hereto as **Exhibit "E"** and made a part hereof are various documents from East Dunkard Water Association related to loans/grants received for water extensions into Monongahela Township, Greene Township, Whiteley Township, and Cumberland Township to evidence that the Association had already expanded its services into other municipalities, the municipalities had knowledge of the water

service in their municipalities, and that the Authority simply took over providing the water service from East Dunkard Water Association.

28. Admitted. The averments contained in Paragraph 28 of the Motion for Summary Judgment are admitted. By way of further answer, the municipalities serviced by the Authority (and the Association) never objected to the provision of water service by either the Association or the Authority. *See* Exhibits B, C, and D attached hereto.

29. Admitted.

30. Denied. The averments contained in Paragraph 30 of the Motion for Summary Judgment are specifically denied and strict proof thereof is demanded. By way of further answer, the Authority's Articles of Incorporation created the Authority and permitted it to provide water service to Dunkard Township and any adjoining political subdivision or areas as desired service. The municipalities serviced by the Association were the same municipalities serviced by the Authority when the Authority was created. Further, there has never been any objection by any of the municipalities serviced by the Authority to the Authority's provision of water service within the respective municipalities. *See* Exhibits C and D attached hereto. Similar to the argument in *Versailles Twp. Authority of Allegheny County v. City of McKeesport*, 90 A.2d 581 (Pa. Super. 1952), the municipalities' lack of objection to the provision of water service for over 40 years is an acquiescence to the Authority's provision of water service. *Id.* Each municipality could have objected to the provision of water service by the Authority, but it did not take any such action. *See* Exhibits C and D attached hereto. It is the lack of objection resulting in acquiescence to the provision of water service, along with the authority of the Articles of Incorporation that allow for

the Authority to provide water service to Greene Township, Whiteley Township, Perry Township, Cumberland Township, and Monongahela Township.

31. Admitted. The averments contained in Paragraph 31 of the Motion for Summary Judgment are admitted. By way of further answer, the municipalities were approached when the Authority was being formed, and the municipalities other than Dunkard Township did not want to offer the full faith and credit to the Authority due to the Dunkard Township being the primary municipality that was being serviced; however, none of the municipalities objected at that time to the provision of water service by the Authority despite not being willing to join in the creation of the Authority. *See Exhibit D attached hereto.*

32. Admitted. The averments contained in Paragraph 32 of the Motion for Summary Judgment are admitted. By way of further answer, each municipality could have objected to the provision of water service by the Authority, but none of the municipalities objected to the provision of service. *See Exhibits C and D attached hereto. As in Versailles Twp., it is the lack of objection resulting in acquiescence to the provision of water service, along with the authority of the Articles of Incorporation that allow for the Authority to provide water service to Greene Township, Whiteley Township, Perry Township, Cumberland Township, and Monongahela Township. See Versailles Twp., supra 30.*

33. Admitted in Part and Denied in Part. The averments contained in Paragraph 33 of the Motion for Summary Judgment are admitted to the extent that the unreported opinion of *East Dunkard Water Authority v. Southwestern Pa.*, No. 116 C.D. 2020, 2020 Pa. Commw. Unpub. LEXIS 547\* (Pa. Cmwlth. 2020) exists. Any remaining averment or reasonable inference

therefrom is specifically denied and strict proof thereof is demanded. By way of further answer, the aforementioned decision is not binding authority.

34. Denied. The averments contained in Paragraph 34 of the Motion for Summary Judgment are conclusions of laws to which no response is required. To the extent this Honorable Court determines otherwise, the averments are specifically denied and strict proof thereof is demanded. By way of further answer, the Authority does not discriminate against any users, as users are uniformly charged the same rates. A copy of a portion of the Authority's answers to I&E Data Requests – Set II directed at the Authority are attached hereto as **Exhibit "F"** and made a part hereof.

35. Denied. The averments contained in Paragraph 35 are conclusions of law to which no response is required. To the extent that this Honorable Court determines otherwise, the averments are specifically denied and strict proof thereof is demanded.

### **C. The Authority Admits Receiving Notices of Violations from DEP**

36. Admitted in Part and Denied in Part. The averments contained in Paragraph 36 of the Motion for Summary Judgment are admitted to the extent that the July 9, 2019 Notice of Violation from the DEP states that the Authority failed to monitor or report sample results from free chlorine residual within the distribution system on a weekly basis. The remaining averments and reasonable inferences therefrom are specifically denied and strict proof thereof is demanded. By way of further answer, it is the Authority's public notification that states that there was a failure to report required coliform residuals. The Authority's public notice also included a statement that the resampling was completed and the resamples showed that the Authority was meeting regulated standards put in place by the DEP, and that the public did not need to take any action with regard

to their water. The Authority worked to immediately rectify the issue presented by the DEP to ensure that the water quality was meeting the DEP requirements and safe to drink.

37. Denied. The averments contained in Paragraph 37 of the Motion for Summary Judgment are specifically denied and strict proof thereof is demanded. By way of further answer, the notice dated December 4, 2020 was a potential violation.

38. Denied. The averments contained in Paragraph 38 of the Motion for Summary Judgment are conclusions of law to which no response is required. To the extent that this Honorable Court determines otherwise, the averments are specifically denied and strict proof thereof is demanded. By way of further answer, any violations reflect a snap shot in time, and do not indicate an overall failure to furnish and maintain adequate, efficient, and safe facilities.

39. Denied. The averments contained in Paragraph 39 of the Motion for Summary Judgment are specifically denied and strict proof thereof is demanded. By way of further answer, not all of the customer complaints deal with water quality issues, and each of the complaints were handled and addressed by the Authority in a timely manner. All but a few of the complaints contain action items and results of the Authority's actions to address the complaints and/or any follow up that may be necessary. In addition, the Authority provided customers with the phone number for its appointed engineer so that the engineer could immediately respond to customers homes to test water when any concerns were raised by customers, and it further purchased additional testing equipment to be able to detect smaller quantities of contaminants.

40. Denied. The averments contained in Paragraph 40 of the Motion for Summary Judgment are conclusions of law to which no response is required. To the extent that this

Honorable Court determines otherwise, the averments are specifically denied and strict proof thereof is demanded.

**IV. CONCLUSION**

**WHEREFORE**, for the foregoing reasons Respondent respectfully requests the presiding officer deny the I&E's Motion for Summary Judgment and request for relief as there exist genuine issues of material fact required to be decided by this Honorable Court.

Respectfully Submitted,

MAKEL & ASSOCIATES, LLC

A handwritten signature in blue ink, appearing to read 'Megan L. Patrick', is written over a horizontal line.

Megan L. Patrick, Esquire

PA ID #320066

98 East Maiden Street

Washington, PA 15301

(724) 222-7639

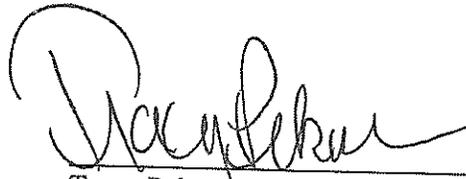
*Attorneys for Respondent*

VERIFICATION

I, Tracy Pekar, hereby verify that the statements in the foregoing document are, true and correct to the best of my knowledge, information, and belief. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

2-7-2022

Date



Tracy Pekar  
Vice-Chairman, Board of Directors

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 : :  
**East Dunkard Water Authority,** :  
 : :  
 : **Respondent.** :

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully Submitted,

MAKEL & ASSOCIATES, LLC



---

Megan L. Patrick, Esquire  
PA ID #320066  
98 East Maiden Street  
Washington, PA 15301  
Telephone: (724) 222-7639

02/07/22  
Date

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: :  
**East Dunkard Water Authority,** :  
: :  
**Respondent.** :

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the within Respondent's Reply to Motion for Summary Judgment was served on the following, this 7<sup>th</sup> day of February, 2022, via email as addressed below.

Stephanie M. Wimer, Senior Prosecutor  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
[stwimer@pa.gov](mailto:stwimer@pa.gov)

Michael L. Swindler, Esquire  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
[mswindler@pa.gov](mailto:mswindler@pa.gov)

The Honorable Marta Guhl  
Administrative Law Judge  
[mguhl@pa.gov](mailto:mguhl@pa.gov)

Athena Delvillar  
Legal Assistant to the Honorable Marta Guhl  
[sdelvillar@pa.gov](mailto:sdelvillar@pa.gov)

  
\_\_\_\_\_  
Megan L. Patrick, Esquire

**RESPONDENT**

**EXHIBIT “A”**



T1034147073

MUNICIPAL AUTHORITY  
ARTICLES OF INCORPORATION

TO THE SECRETARY OF THE COMMONWEALTH OF PENNSYLVANIA

In compliance with the Municipality Authorities Act of 1945, its supplements and amendment, the Township of Dunkard, situated in Greene County, Commonwealth of Pennsylvania, pursuant to this ordinance duly adopted by the Township signifying its desire and intention to form an Authority, hereby certify:

1. The name of the Authority shall be "East Dunkard Water Authority".
2. This Authority is formed under the Act of General Assembly of the Commonwealth, which was approved the 2<sup>nd</sup> day of May 1945, P.L. 382, as amended.
3. No other Authority organized under the Act or under the Act approved the 28<sup>th</sup> day of June 1935, P.L. 463, is in existence or for the said incorporating municipality except the following: Dunkard-Bobtown Municipal Authority.
4. The purpose of the Authority is to construct or otherwise provide the facilities necessary to furnish water for the incorporating municipality and to such adjoining political subdivisions or areas as desire the service.
5. The respective name of the incorporating municipality is the Township of Dunkard.
6. The names and addresses of the Board of Supervisors of the Township of Dunkard are:

Name

Address

Terry W. Barzanti  
Chairman

P.O. Box 369  
Bobtown, PA 15315

David L. Pritchard, Jr.  
Vice Chairman

P.O. Box 369  
Bobtown, PA 15315

Robert G. Huggins  
3<sup>rd</sup> Member

P.O. Box 369  
Bobtown, PA 15315

PA DEPT. OF STATE

DEC 06 2010

7. This Authority is created to cover Dunkard Township, the area adjacent thereto and any other property which can be incorporated into said area for the purposes hereinafter set forth.
8. The name of the incorporating municipality is Dunkard Township and its address is P. O. Box 369, 370 N. Moreland Street, Bobtown, PA 15315. The names and addresses of its municipal authorities are as follows:
  - (a) Dunkard-Bobtown Municipal Authority, Plant Road, Bobtown, PA 15315, engaged in providing sewage disposal for the village of Bobtown and adjacent areas.
9. The membership of the Board of the Authority shall be chosen by the Board of Supervisors of Dunkard Township.
10. The names, addresses and terms of office of the members of the board of said Authority are:

<u>Name</u>	<u>Address</u>	<u>Term of</u>
Shirl Vernon	443 Dilliner Hill Road Dilliner, PA 15327	Jan. 1, 2011
Erwin Wilson	132 Pump Station Road Greensboro, PA 15338	Jan. 1, 2012
William Frank Craig, Jr.	P.O. Box 56 Bobtown, PA 15315	Jan. 1, 2013
Sam Cossick	P.O. Box 193 Bobtown, PA 15315	Jan. 1, 2014
John Yesenosky	P.O. Box 7 Garards Fort, PA 15334	Jan. 1, 2015

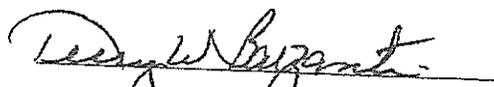
11. Dunkard Township retains the right under the Municipal Authorities Act of 1945, as amended, when necessary to approval any plan of the East Dunkard Water Authority.

IN WITNESS WHEREOF, the incorporating municipality has executed these articles, each of its proper officers thereunto duly, authorized, and under its seal this 22nd day of November, 2010.

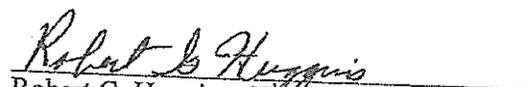
ATTEST:

DUNKARD TOWNSHIP

  
Linda L. Huggins, Secretary/Treasurer  
(SEAL)

  
Terry W. Barzanti, Chairman

  
David L. Pritchard, Jr., Vice Chairman

  
Robert G. Huggins, 3<sup>rd</sup> Member

**RESPONDENT**

**EXHIBIT “B”**

## **I&E Data Requests – Set I**

14. Indicate whether the Association's service area has changed since the Association's inception. If answered affirmatively, explain.

**Answer:** In 1969, the Association's service area initially was primarily Bobtown area; however, the Association also serviced members in Davistown, Garards Fort, Headlee Heights, Dilliner, Moffitt, Rocky Hollow, Poland, Bald Hill, Taylortown, Sugar Grove, Alicia, and Carmichaels areas. By 2011 when the Association ceased providing water service, the Association provided water service to customers in Dunkard Township, Greene Township, Monongahela Township, Cumberland Township, Perry Township, and Whiteley Township. Throughout the course of the Association's provision of water service, as citizens requested water service by the Association, the Association expanded its service and upgraded its facilities to provide the requested service.

**RESPONDENT**

**EXHIBIT “C”**

**AFFIDAVIT FOR FRANK BASILE**

I, Frank Basile, Supervisor for Perry Township, an adult individual, being duly sworn according to law, deposes and states as follows:

I, Frank Basile, serve as Supervisor for Perry Township, Greene County, Pennsylvania. Perry Township was aware that East Dunkard Water Association provided water service to residents of Perry Township who desired to be provided water services by the Association. Perry Township was aware that East Dunkard Water Authority, subsequent to East Dunkard Water Association, continued to provide water service to the residents of Perry Township who desired to be provided water service. To my knowledge, no resolution or ordinance has been passed by Perry Township objecting to the provision of water service to Perry Township residents by either the Association or the Authority at any time. Also, Perry Township assumes no liability and/or responsibility of the water lines constructed and owned by the Association/Authority.

  
\_\_\_\_\_  
Frank Basile

SWORN AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

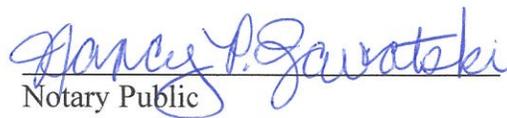
My Commission Expires:

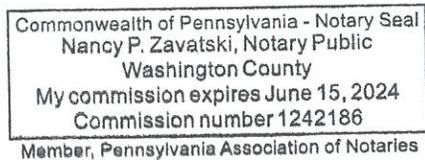
Commonwealth of Pennsylvania

County of Washington

On this, the 7<sup>th</sup> day of February, 2022, before me Nancy P. Zavatski, a notary public, the undersigned officer, personally appeared Dennis M. Makel, Esquire, 98 East Maiden Street, Washington, Pennsylvania 15301, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court ID Number 40520, and a subscribing witness to the within instrument, and certified that he was personally present when Frank Basile, whose name is subscribed to the within instrument executed the same; and that said person acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

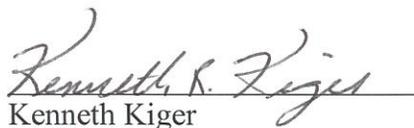
  
Notary Public



**AFFIDAVIT FOR KENNETH KIGER**

I, Kenneth Kiger, Supervisor for Greene Township, an adult individual, being duly sworn according to law, deposes and states as follows:

I, Kenneth Kiger, serve as Supervisor for Greene Township, Greene County, Pennsylvania. Greene Township was aware that East Dunkard Water Association provided water service to residents of Greene Township who desired to be provided water services by the Association. Greene Township was aware that East Dunkard Water Authority, subsequent to East Dunkard Water Association, continued to provide water service to the residents of Greene Township who desired to be provided water service. To my knowledge, no resolution or ordinance has been passed by Greene Township objecting to the provision of water service to Greene Township residents by either the Association or the Authority at any time. Also, Greene Township assumes no liability and/or responsibility of the water lines constructed and owned by the Association/Authority.

  
Kenneth Kiger

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

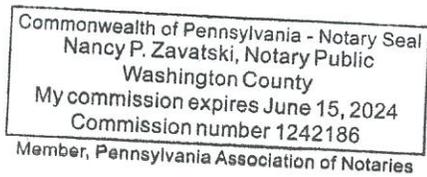
Commonwealth of Pennsylvania

County of Washington

On this, the 7<sup>th</sup> day of February, 2022, before me Nancy P. Zavatski, a notary public, the undersigned officer, personally appeared Dennis M. Makel, Esquire, 98 East Maiden Street, Washington, Pennsylvania 15301, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court ID Number 40520, and a subscribing witness to the within instrument, and certified that he was personally present when Kenneth R. Kiger, whose name is subscribed to the within instrument executed the same; and that said person acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

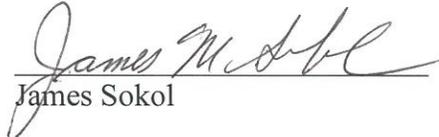
  
Notary Public



**AFFIDAVIT FOR JAMES SOKOL**

I, James Sokol, Supervisor for Cumberland Township, an adult individual, being duly sworn according to law, deposes and states as follows:

I, James Sokol, serve as Supervisor for Cumberland Township, Greene County, Pennsylvania. Cumberland Township was aware that East Dunkard Water Association provided water service to residents of Cumberland Township who desired to be provided water services by the Association. Cumberland Township was aware that East Dunkard Water Authority, subsequent to East Dunkard Water Association, continued to provide water service to the residents of Cumberland Township who desired to be provided water service. To my knowledge, no resolution or ordinance has been passed by Cumberland Township objecting to the provision of water service to Cumberland Township residents by either the Association or the Authority at any time. Also, Cumberland Township assumes no liability and/or responsibility of the water lines constructed and owned by the Association/Authority.

  
James Sokol

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

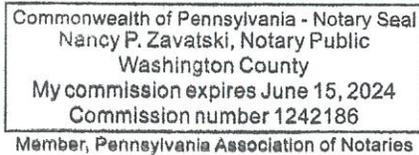
Commonwealth of Pennsylvania

County of Washington

On this, the 7<sup>th</sup> day of February, 2022, before me Nancy P. Zavatski, a notary public, the undersigned officer, personally appeared Dennis M. Makel, Esquire, 98 East Maiden Street, Washington, Pennsylvania 15301, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court ID Number 40520, and a subscribing witness to the within instrument, and certified that he was personally present when James M. Sokol, whose name is subscribed to the within instrument executed the same; and that said person acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public



**RESPONDENT**

**EXHIBIT “D”**

**AFFIDAVIT FOR MICHELLE POPERNACK**

I, Michelle Popernack, Secretary for East Dunkard Water Authority, an adult individual, being duly sworn according to law, deposes and states as follows:

I, Michelle Popernack, serve as Secretary for East Dunkard Water Authority in Greene County, Pennsylvania. I also served as Secretary for East Dunkard Water Association, and in those capacities, I am familiar with both entities. While providing services to residents of Dunkard Township, the Association also provided services to residents of Cumberland Township, Perry Township, Greene Township, Monongahela Township, and Whiteley Township who desired to be provided water services by the Association. In 2011, the Association transferred its infrastructure to the East Dunkard Water Authority. The Association then began leasing the water lines to the Authority so the Authority could provide water services. Upon taking over for the Association, the Authority continued to provide water services to residents located in Cumberland Township, Perry Township, Greene Township, Monongahela Township, and Whiteley Township.

To my recollection, Cumberland Township, Perry Township, Greene Township, Monongahela Township, and Whiteley Township were approached when the Authority was being formed, and they were asked about joining in the creation of the Authority. However, the Townships declined as Dunkard Township was the primary municipality being serviced by the Authority and the other municipalities did not want to be responsible for any borrowing.

To my knowledge, none of the Townships objected at any time to the provision of water service by the Authority despite not being willing to join in the creation of the Authority, nor did any of the aforementioned municipalities ever object to the Association or the Authority's provision of water service any the respective municipalities. To my knowledge, neither

Cumberland Township, Perry Township, Greene Township, Monongahela Township, nor Whiteley Township ever provided the Authority or Association with any resolution or ordinance that prohibited the provision of water service in any of the municipalities.

  
Michelle Popernack

~~SWORN AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2022.~~

\_\_\_\_\_  
Notary Public

My Commission Expires:

Commonwealth of Pennsylvania

County of Washington

On this, the 7<sup>th</sup> day of February, 2022, before me Nancy P. Zavatski, a notary public, the undersigned officer, personally appeared Dennis M. Makel, Esquire, 98 East Maiden Street, Washington, Pennsylvania 15301, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state, Supreme Court ID Number 40520, and a subscribing witness to the within instrument, and certified that he was personally present when Michelle Popernack, whose name is subscribed to the within instrument executed the same; and that said person acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Nancy P. Zavatski, Notary Public  
Washington County  
My commission expires June 15, 2024  
Commission number 1242186  
Member, Pennsylvania Association of Notaries

**RESPONDENT**

**EXHIBIT “E”**

Ullery Road - Cumberland Twp. 2010-2011  
\$ 35,000.00 Grant Contract # C000027776

granted  
extension to ↓

4" waterline 6,006' SDR21 CI200 PVC Pipe

PA Department of Community + Economic Development

Letters From the Municipal Authority of ~~the~~ Carmichaels  
giving permission for East Dunkard to provide water  
service to Ullery Road and Nesmith Road  
~~in~~ Cumberland Township

also a letter from Cumberland Township Supervisors  
granting permission to install water lines on  
Ullery Road + Nesmith Road.

CUMBERLAND TOWNSHIP SUPERVISORS

100 Municipal Road  
Carmichaels, Pa 15320  
Office: 724-966-5805 Fax: 724-966-9700  
Maintenance Shed 724-966-8567

September 16, 2005

East Dunkard Water Assc.  
Dilliner, PA 15327

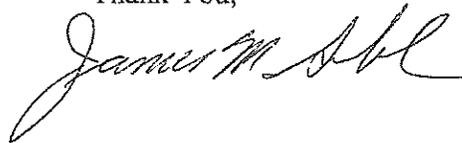
RE: Water Line Extension

To Whom It May Concern:

The Cumberland Township Supervisors grant permission to install water lines on Ullery Road and Nesmith Road.

Proper restoration will be required upon completion.

Thank You,

A handwritten signature in cursive script, appearing to read "James M. Abel".

*The Municipal Authority of the Borough of Carmichaels*

104 N. Pine Street  
Carmichaels, PA 15320

Phone: (724) 966-2250

Fax # (724) 966-2261

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September 16, 2005

East Dunkard Water Association  
Dillner, PA 15327

This letter is in regard to a conversation between John Konkus and an officer of East Dunkard Water. The reason for the conversation is to have East Dunkard Water provide water service to Ullery Rd. and Nesmith Rd. in Cumberland Township.

This letter gives East Dunkard Water the Authority to provide water service in this area to any property not served by the Carmichaels Water Authority.

If I can be of further assistance, please call.

The Municipal Authority of  
The Borough of Carmichaels

*Lloyd A. Richard, Jr., Mgr. / elm*  
Lloyd A. Richard, Jr., Manager

LARj:elm

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

FIRST AMENDMENT TO CONTRACT NO. C000027776

This contractual Agreement entered into by and between the Commonwealth of Pennsylvania, Department of Community and Economic Development, hereinafter referred to as the "Department", and the

EAST DUNKARD WATER ASSOCIATION  
PO Box 241  
Dilliner PA 15327-0241

hereinafter referred to as the "Contractor" party of the second part.

WITNESSETH:

WHEREAS, the Department is responsible for the administration of the URBAN DEVELOPMENT Program, and has a Contract with the Contractor to carry out the purpose of this program, and

WHEREAS, the Department wishes to change the terms of the Contract to allow the Contractor to carry out the scope of services, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

1. The termination date of this Contract, as amended, will be JUNE 30, 2010.
2. The Contract Activity Period, as amended, will be JULY 1, 2006 to JUNE 30, 2010.
3. The total amount of this Contract, shall remain THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) AND NO CENTS-----.
4. All terms and conditions of this Contract not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

EAST DUNKARD WATER ASSOCIATION

SAP Vendor Number 144734  
Federal Identification Number 251204161

GRANTEE: Please sign & complete at "X's" only

X By [Signature] (Seal)  
X Title PRESIDENT, BOARD OF DIRECTORS  
X Date 29 MAY 2009

X By [Signature] (Seal)  
X Title GENERAL MANAGER  
X Date MAY 29 2009

For Commonwealth signatures only

Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development

[Signature]  
Secretary/Deputy Secretary  
6/1/09

Date

Approved:

I hereby certify that funds in the amount of \$-0- are available under Appropriations Symbol:

-\$-0-

Program UD  
Contract # C000027776  
Form # 4-K-2101.01  
OAG/OGC Approved 7-10-01/7-20-01

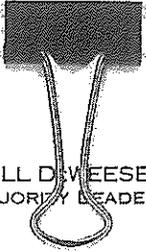
For Commonwealth signatures only

Approved as to Legality and Form

[Signature] 6/11/09  
Office of Chief Counsel Date

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds

[Signature] 6/05/09  
Department of Community & Economic Development Comptroller Date



BILL DEWEESE  
MAJORITY LEADER



110 MAIN CAPITOL  
PO BOX 202050  
HARRISBURG PA 17120-2050

HOUSE OF REPRESENTATIVES  
COMMONWEALTH OF PENNSYLVANIA  
HARRISBURG

October 25, 2007

Barry Bennett, Chairman  
East Dunkard Water Association  
Post Office Box 241  
Dilliner, PA 15327-0241

Re: Contract #C000027776  
DCED Reference #26-286-0470  
\$35,000 - 7/1/06 - 6/30/09

Dear Barry:

Enclosed please find a date-stamped photocopy of the Urban Development Program Payment Requisition and Contract that was filed on behalf of your organization. Please keep this photocopy for your records.

Should you have any questions or need additional assistance, please contact Jim Lovette in my Harrisburg Office at 717-783-3797.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill DeWeese".

Bill DeWeese  
50<sup>th</sup> District Representative  
The Majority Leader

BD:mp  
Enclosure

\$ 50,000.00 CEYLON ROAD WATERLINE EXTENSION  
GRANT 2005

Extend waterline to homes in Greene Township and  
Cumberland Township

4" PVC Pipe - ~~4,000' LF~~ ~~3,700'~~  
~~2,500' LF~~

3,700' - Greene Township

6,350' - Greene Township

Department of Environmental Protection  
Bureau of Water Standards and Facility Regulation  
SAFE WATER GRANT AGREEMENT

6,336' 4 residences in Greene Twp  
1 residence in Cumberland Twp

Letter - <sup>customer</sup> Wells - total loss - from Planning Commission



Pennsylvania Department of Environmental Protection

Rachel Carson State Office Building  
P.O. Box 8466  
Harrisburg, PA 17105-8466  
April 12, 2005

Bureau of Water Supply and  
Wastewater Management

717-787-6744

Barry K. Bennett, Chairman  
East Dunkard Water Association  
P.O. Box 241  
Route 88  
Dilliner, PA 15327

Re: Grant to East Dunkard Water Association

Dear Mr. Bennett:

Enclosed is your copy of the executed Grant Agreement between the Department of Environmental Protection and East Dunkard Water Association. This state grant of \$50,000 is to assist the Association with the cost to install 6,336 feet of water line to four residences in Greene Township and one residence in Cumberland Township.

Payments approved from this state grant will be reimbursement for actual costs paid by the Association for the project work. To request grant reimbursement payments for actual costs paid for project work, the Association can submit requests in the form of a letter.

If you have any questions, please call me or Mrs. Rosemary Gary of my staff at 717-787-6744.

Sincerely,

Tony Maisano  
Chief  
Administrative Services Section  
Division of Municipal Financial Assistance

Enclosure



**DEP GRANT AGREEMENT-  
SAFE WATER GRANT PROGRAM**

This Grant Agreement is entered into, by and between East Dunkard Water Association, P.O. Box 241, Route 88, Dilliner, PA 15327, a public water utility ("Grantee") and the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Water Supply and Wastewater Management, P.O. Box 8466, 400 Market Street, Harrisburg, PA 17105-8466 ("Department" or "DEP").

**WITNESSETH:**

WHEREAS, Grantee has submitted a grant application for the water project ("Project") and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this grant pursuant to Section 204(h) of the Small Business and Household Pollution Prevention Program Act (35 P.S. 6029.201 et seq.) to make grants for technical assistance concerning natural resource conservation and water effluent reduction;

NOW, THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. MAXIMUM GRANT DOLLAR AMOUNT- DEP grants to Grantee the amount not to exceed \$ 50,000.
2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of (a) the Project completion date (as defined below) or (b) the date of final payment.
3. PERIOD OF PERFORMANCE – Upon full execution of this Agreement, Project work (a) may, at the discretion of the Department, be reimbursed from March 1, 2005 through the date of full execution and (b) shall be paid for from the date of full execution through June 30, 2005 (the "Project completion date"). All Project work under this Agreement shall be completed no later than the Project completion date.
4. STANDARD COMMONWEALTH ATTACHMENTS- Grantee shall comply with the terms and conditions applicable to "Contractor" in the following standard Commonwealth attachments, each attached hereto and made a part hereof:

Attachment A- Provisions for Commonwealth Contracts

Attachment B- Nondiscrimination/Sexual Harassment Clause

5. DEP GENERAL CONDITIONS – Grantee shall perform Project work in accordance with the following general conditions attached hereto and made a part hereof. For the purposes of this attachment, “Grantee” and “Contractor” are synonymous:

Attachment C- DEP General Conditions

6. SCOPE OF WORK; BUDGET- Grantee shall perform Project work in accordance with the Project Scope of Work set forth in Attachment D. Grantee shall incur expenses under this agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. Attachment D is attached hereto and made a part hereof:

Attachment D- Project Scope of Work, Project Schedule, and Payment Schedule

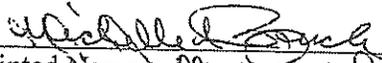
7. SPECIAL CONDITIONS – Grantee shall perform Project work in accordance with the following grant program-specific special conditions attached hereto and made a part hereof:

Attachment E- Special Conditions

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

East Dunkard Water Association  
~~Beaver County~~  
Greene

  
Printed Name: Michelle A. Popernack  
Title: Secretary/Treasurer  
(cross out one)

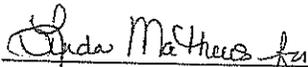
  
Printed Name: BARRY K BENNETT  
Title: Chairman/~~Vice Chairman~~  
(cross out one)

Grantee Federal Tax Identification  
Number: 25-1204161  
Vendor No.: 144734

WITNESS:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

  
Printed Name: NANCY J. SALOV  
Title: CT3

  
Cathy Curran Myers  
Deputy Secretary for Water Management

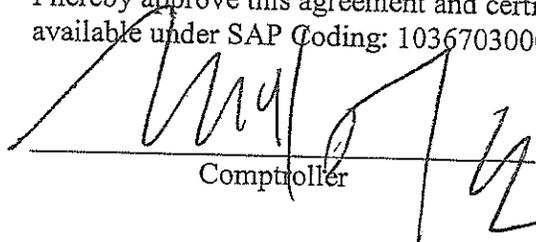
APPROVED AS TO LEGALITY AND FORM:

  
Chief/Assistant Counsel  
Department of Environmental Protection

(NOT REQUIRED)  
Office of General Counsel

PRE-APPROVED  
Office of Attorney General

I hereby approve this agreement and certify that funds in the amount of \$50,000 are available under SAP Coding: 1036703000-3533809000-3538035035-660040

  
Comptroller

Document # 4100028128

**ATTACHMENT A - PROVISIONS FOR COMMONWEALTH CONTRACTS**

**CONTRACTOR INTEGRITY PROVISIONS**

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
  - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
  - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
  - 4) **Financial interest** means:
    - a) Ownership of more than a five percent interest in any business; or
    - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management
  - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

**FFSET PROVISION**

- 1e Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to a Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

**CONTRACTOR RESPONSIBILITY PROVISIONS**

- 1r the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, official subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental

entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

- b. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone Number: (717) 783-6472  
FAX Number: (717) 787-9138

#### THE AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

#### EXCESS PREPARED FOOD PROVISION

If the contract work includes purchase of prepared food for Commonwealth functions, the contractor agrees to make a good faith effort to donate to a nonprofit organization for ultimate free distribution to needy individuals any apparently wholesome food or grocery products apparently fit for human consumption which are not consumed at the Commonwealth function. A good faith effort includes, but is not limited to, contacting one or more of the entities appearing on the referral listing maintained by the Department of Agriculture. Updated lists may be obtained by contacting the Bureau of Government Donated Food at 1-800-468-2433 or by sending a request to the:

Department of Agriculture  
Room 401, Agriculture Building  
2301 North Cameron Street  
Harrisburg, PA 17110-9408

Contractor is hereby put on notice that liability will not attach if the contractor complies with 42 Pa. C.S. 8338.

Recycled Paper



ATTACHMENT B

Rev. 7/99

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GENERAL CONDITIONS**

1. Legality - All work under this Agreement shall be performed in accordance with applicable the statutes, rules, and regulations of the Federal, State, and local governments.
2. Subcontracts - No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
3. Changes - The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
  - A. Changes in the scope of work involving the deletion or addition of specific work tasks.
  - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
  - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
4. Suspension - When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
5. Assignment - Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
6. Termination - The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:
  - A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
  - B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.

- C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
7. Extension of Time – Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.
8. Conflict of Interest –
- A. Interest of members of the Commonwealth and others – No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Interest of Contractor – The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
9. Hold Harmless – Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.
10. Interest Payments – For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.
11. Disputes – All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No. 193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
12. Fiscal Records – Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as “the records”), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department’s fiscal regulations and guidelines.

13. Retention of Records – The records shall be retained and made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
14. Right to Audit – The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
15. Copyright and Patent Indemnity – The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
16. Copyright and Publication Rights – All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.
17. Sensitive Information – The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.
18. Indirect Costs – Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

1. PROJECT SCOPE OF WORK

The Grantee will use grant funds to assist with the cost to install 6,336 feet of water line to four residences in Greene Township and one residence in Cumberland Township.

2. PROJECT SCHEDULE

<u>DATE</u>	<u>SCHEDULE ITEM</u>
3/ 7/05	Advertise Bids
4/ 7/05	Open & Review Bids
4/11/05	Award Bid(s)
5/11/05	Begin Construction
6/13/05	Construction Complete

3. PAYMENT SCHEDULE BASED ON  
SUMMARY OF RELATED EXPENDITURES

<u>Anticipated Request Date</u>	<u>Amount of Payment</u>	<u>Cumulative Payments</u>
5/11/05	\$15,000	\$15,000
6/13/05	\$35,000	\$50,000

SPECIAL CONDITIONS

- A. If the total of all grants received by the Grantee from or on behalf of any other government agency for this project, exceeds 100% of the project cost from all grant sources, the amount of funds to be paid hereunder shall be reduced accordingly. Grant funds from all other sources shall be totaled first and applied to project costs to determine the amount needed from this grant to reach the maximum 100% grant from all sources.
- B. Grant payments shall be made on a reimbursement/invoice basis, resulting in payment based on submission of requests for reimbursement after cash expenditures have been made.
- C. Interim grant payments will be rounded down to an even \$10 amount and the final payment adjusted to show the final total actual grant payment amount due on the project.
- D. In the event that the final project costs on which this grant is based are determined to be less than what was originally estimated such that the Grantee does not earn the entire amount of the grant, this grant shall be reduced accordingly and any overpayment shall be remitted to the Commonwealth within 60 days of the date the Commonwealth notifies the Grantee of such overpayment.
- E. The Grantee in accepting grant funds under this Agreement represents it will use the funds awarded under this Agreement for the actual costs of the Project.
- F. The Grantee agrees to submit to the Department by July 31, 2005 copies of invoices and cancelled checks or bank statements with these checks highlighted, which supports project costs incurred and grant payments received under this Agreement.

## **SPECIFICATIONS FOR THE EAST DUNKARD WATER LINE EXTENSION INSTALLATION.**

**#1. Solicitation for Bids for the Installation of 3700 Feet of 4 Inch Water Line Extension at a depth of 36 Inches, parallel to Greene Twp. road T-667 and State Road 2019, within 10 feet from existing Fence. Scope of work includes removal of earth, installation of Water Line, backfill after pressure testing by Association Employees, and reseeding. 4 Inch Water Line to be furnished by the East Dunkard Water Association.**

**#2. Solicitation of Bids for the Removal of earth, 38 Inches Deep, 18 Inches Wide for the Installation of 4 Inch Water Line, 3,700 Feet, parallel to Greene Twp Road T-667 and State Road 2019, within 10 Feet from existing Fence. Installation of Water Line and Backfill will be performed by Water Association Employees.**

**#3. Solicitation for Bids for the Installation of 6,350 Feet of 4 Inch Water Line Extension at a depth of 36 Inches, parallel to Greene Twp. road T-667 and State Road 2019, within 10 feet from existing Fence. Scope of work includes removal of Earth, installation of Water Line, Backfill after pressure testing by Water Association Employees, and reseeding. 4 Inch Water**

Line to be furnished by East Dunkard Water Association.

#4. Solicitation of Bids for the Removal of earth, 38 Inches Deep, 18 Inches Wide for the Installation of 4 Inch Water Line, 6,350 Feet. Installation of Water Line and Backfill will be performed by Water Association Employees.

NOTE: Only ONE Bid will be awarded. Successful Bidder will be expected to begin work within one calendar week and all work completed within 30 calendar days.

Attachments: #1 Township Maps  
" #2. Terms & Conditions

---

**EAST DUNKARD WATER ASSOCIATION**  
ROUTE 88, PO BOX 241  
DILLINER, PA 15327  
724-943-3713

September 24, 2004

Kathleen A. McGinty, Secretary  
Pennsylvania Department of Environmental Protection  
16<sup>th</sup> Floor Rachel Carson State Office Building  
P.O. Box 2063  
Harrisburg, PA 17105-2063

Dear Secretary McGinty:

Please accept this letter and the enclosed application as a formal request for Safe Water appropriation grant funds in the amount of \$50,000.

The grant funds will be used to extend a public water line to four residences in Greene Township and one residence in Cumberland Township. The wells located at these residences have experienced total water loss. The proposed line extension is 6,336 feet and will provide potable water and fire protection to the residents of this rural area.

Should you have any questions, please feel free to contact Michelle Popernack at the Association office at 724-943-3713. Your interest and assistance in our project is greatly appreciated.

Sincerely yours,



Barry Bennett, Chairman  
East Dunkard Water Association

# Application for Safe Water Appropriation Grant Assistance

Date: September 27, 2004

## APPLICANT INFORMATION

Applicant Name East Dunkard Water Association

Mailing Address PO Box 241  
Route 88

City Dilliner

State PA

Zip Code 15327

Name and telephone number of the person to be contacted on matters involving this application (include area code):

Michelle Popernack, Office Manager 724-943-3713

## EMPLOYER IDENTIFICATION NUMBER (EIN) as assigned by the Internal Revenue Service

2	5	-	1	2	0	4	1	6	1
---	---	---	---	---	---	---	---	---	---

## TYPE OF APPLICANT

Municipal Authority     City     Town     County     Township     Borough

## TYPE OF APPLICATION

Drinking Water Facilities     Storm Water Facilities     Other (specify) \_\_\_\_\_  
 Sewage Treatment Facilities     Stream Improvement Project

## LOCATION OF PROJECT SITE (cities, towns, townships and boroughs)

5,536 feet in Greene Township and 800 feet in Cumberland Township

County in which project is located: Greene

Population served by this project: 5 Households

## PROJECT SCOPE OF WORK (Provide additional pages if necessary)

Describe the project for which grant funding is sought. The project description is to include only work for which grant funding is being requested.

The East Dunkard Water Association is requesting a grant of \$50,000 with which to install 6,336 feet of water line to four residences in Greene Township and one residence in Cumberland Township. These residents have lost the water in the wells which served their homes and are faced with loss of drinking water and no fire protection.

The installation of this water line will lessen the burden of hauling water, provide a potable water supply for this area and ultimately open this rural area for additional housing.

Grant funds will cover the cost of engineering, materials and the ultimate installation of the line. The affected residents will contribute by paying tap fees and the cost of lateral installation.

Applicant Name: East Dunkard Water Association

Date: September 27, 2004

**Proposed Project Work Schedule**

Provide the dates when each of the major project work tasks listed below is expected to be complete. For work tasks that have already been completed, show that date. Mark N/A where applicable.

<u>Task</u>	<u>Completion Date (Month and Year)</u>
Final Design	<u>Completed</u>
Secure Construction Permits	<u>Two Weeks</u>
Secure Any Additional Permits	<u>n/a</u>
Bid Project	<u>Immediately after grant award</u>
Award Bids	<u>45 days after bid is opened</u>
Finalize Agreements with Subcontractors	<u>10 days after award</u>
Begin Construction	<u>Within 45 days of contract</u>
Complete Construction	<u>Twenty one days after work begins</u>
Submit Final Project Report to DEP	<u>at completion of project.</u>

**Proposed Reimbursement Schedule**

Payment	Amount	Month	Year	Payment	Amount	Month	Year	Payment	Amount	Month	Year
No. 1	\$50,000			No. 4				No. 7			
No. 2				No. 5				No. 8			
No. 3				No. 6				No. 9			

**Budget**

Project Element	Estimated Total Project Cost	Anticipated Uses of Funding			
		This Grant	Other State Funds	Federal Funds	Local Funds
Architectural/Engineering Fees	\$10,000	\$10,000			
Permits	200.	200			
Supplies/Equipment/Materials	9,000	9,000			
Construction	30,800	30,800			
Other (Specify) <u>Taps</u>	2,500				\$2,5000
Total	\$52,500.	\$50,000			\$2,500

To the best of my knowledge and belief, all data in this application and attachments are true and correct, and the governing body of the applicant has duly authorized filing of the documents.

Barry Bennett  
 Name of Authorized Representative of the Governing Body  
(724) 943-3713  
 Telephone number with area code, and e-mail address  
September 27, 2004  
 Date

Chairman, Board of Directors  
 Title  
  
 Signature of Authorized Representative

FORDYCE HILL GREENE TOWNSHIP 1990-1991

\$ 75,000.<sup>00</sup> Department of Commerce Under The  
Community Facilities Act

Paid Through Greene Township

4" Waterline 6,700 L. F. Polyvinyl chloride

PVC Push-on joint pipe, blue brute

marking tape

4" gate valve, Tees, blows offs etc . . . . .

I have supporting documents

# Greene Township Supervisors

Arlie Sharp-Supervisor  
Tim Brewer- Supervisor  
Lloyd Maple-Supervisor

September 17, 1990

Department of Commerce  
Bureau of Grants  
494 Forum Building  
Harrisburg, Pennsylvania 17120

I (We), on behalf of the Greene Township Supervisors acknowledge receipt of an offer of grant-in-aid assistance not to exceed \$75,000.00, by the Commonwealth of Pennsylvania, acting through the Department of Commerce under the Community Facilities Act to assist in the construction of a waterline.

By the authority vested in me by the Greene Township Supervisors, the offer of the Commonwealth of Pennsylvania, as made, is accepted by the Township Supervisors, subject to the contingencies as outlined in the grant offer letter.

ATTEST:

SIGNATURE *Tim Brewer*

TITLE *Sec. Treas.*

SEAL

RESPONSIBLE OFFICER:

SIGNATURE *Arlie Sharp*

TITLE *Supervisor*

# KIRBY - WELCOME CENTER LINE EXTENSION

ALL PAID BY PENNDOT - Dept. of Transportation

Kirby Rest Area - Whiteley Township

1994 State Route 0079 Section G10

Have a signed Water Service Agreement

PennDOT Paid \$116,781.57 for a 4" line extension to their rest area. Bid opening was 9.30.1993

3,620' 4" Polyvinyl chloride PVC Push-on joint pipe  
C-900 D4-14 Class 200 blue brute

4,290'

8" Waterline PVC waterline along State Route 2018  
From Segment 0200 Offset 2263

Bore under S.R. 2018 for a 4" waterline encased in an 8" steel casing.

Bore under SR 2011 at Segment 0250 Offset 0070 boring 8" waterline encased in 12" steel casing

Whiteley & Greene Twp.'s

(Continued from 1993)

2. Pennsylvania Department of Transportation (Penndot) paid for us to get water to their KIRBY EXIT REST AREA.

Penndot paid \$116,781.57 for a 4" line extension to their rest area. A bid opening was held on September 30, 1993 for the contractors work and some pipe for our share of the project. The contractors low bid was awarded to John T. Subrick, Inc. at \$92,132.00 and the material low bid was awarded to National Road Utility Supply at \$6,420.90.

December 1993 our part of the Kirby Rest Area Project has been completed. April 1994 the contractor, John T. Subrick completed his job of the waterline extension. By May 1994 the project has been completed.

Checks we disbursed:

11-11-93 Ck. #	S. P. & K. Eng.	\$ 18,228.67	for engineering
11-11-93 Ck. #	National Road	\$ 6,420.90	material for our part
3-02-94 Ck. #2102	John T. Subrick	\$ 30,000.00	payment
6-09-94 Ck. #2312	John T. Subrick	\$ 62,132.00	balance on project
		<b>TOTAL--\$116,781.57</b>	

Comm. of PA paid \$ 54,649.57 on 3-28-94 (dep. in Revenue)

Comm. of PA paid \$ 62,132.00 on 6-09-94 (dep. in O & M)

**Total--\$116,781.57**

Completed the project by May 1994

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
P.O. Box 459  
Uniontown, Pennsylvania 15401  
October 13, 1993



IN REPLY REFER TO

Utilities  
Greene County  
SR 0079, Section G10

The East Dunkard Water Association  
Box 241  
Dilliner, Pennsylvania 15327  
Attention: Ike Lewis

Dear Mr. Lewis:

Attached is a completed copy of Agreement No. 122262 dated October 5, 1993 between The East Dunkard Water Association and this Department in connection with the relocation of your facilities on the above project.

This letter will be your authority to proceed immediately in clearing the construction area of your facilities. Please advise this office one (1) week prior to the start of work.

This highway project is tentatively scheduled for a September 23, 1993 bid opening, with District Plans, Specifications and Estimates for construction scheduled for submission to Central Office Contract Management Unit on July 20, 1993.

Also enclosed are copies of Form D-4181-B to be completed by you in its entirety in triplicate and submitted along with your final billing.

If you have any questions, please contact Ken Sharp in the Utility Relocation Unit at (412) 439-7260.

Very truly yours,

A handwritten signature in cursive script that reads "Michael H. Dufalla".

Michael H. Dufalla  
District Engineer  
Engineering District 12-0

120/KAS/lg  
Attachment



PRELIMINARY APPROVED

BY *Aminda Jensen* 9/13/93  
Signature Date  
Assistant Counsel  
Title

RECORDED NO. 122262

Certified Funds Available Under  
Activity Program 346

SYMBOL 010-008-185-93-1

AMOUNT \$ 144,071.45

BY *W. C. Palate* 10/5/93  
Signature Date  
Comptroller  
Title

APPROVED FOR  
OFFICE OF THE BUDGET

BY *W. H. Pestle* 10/5/93  
Signature Date  
Comptroller  
Title

- Document ID: 047
- Federal ID: 251204161
- Sub. Organization: 1200
- Serial Number: 122262
- Sub. Number: \_\_\_\_\_
- Adjustment Number: \_\_\_\_\_

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

Beverly L. Cook 9/14/93  
Signature Date

Fredrick Bowers 9/14/93  
Signature Date

Secretary  
Title

for: Deputy Secretary of Transportation  
Title

(SEAL)

ATTEST:

THE EAST DUNKARD WATER ASSOCIATION

[Signature]  
Signature Date

[Signature]  
Signature Date

Secretary-Treasurer  
Title

Manager  
Title

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
DEPARTMENT OF TRANSPORTATION

BY [Signature] 9-16-93  
Signature Date

Approved as to form and legality.

[Signature]  
Deputy Attorney General

Chief Counsel  
Title

Utility Relocation Agreements  
Preapproved forms:  
OGC No. 18-K-400  
Apprv'd. OAG 4/12/84

EIGHTH - Upon completion of water line installation the UTILITY will be responsible for ownership, maintenance, servicing, repairs or replacement, from meter pit located right of Station 308+55 on State Route 0079 and Station 31+05 on State Route 8009 to right of Station 320+70 on State Route 0079 and Station 44+25 on State Route 8009.

NINTH - The UTILITY agrees to maintain and provide, in any applicable contracts entered into to effect a portion of this relocation, that its contractors will also maintain, all books, documents, papers, accounting records and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such materials available at their respective offices at all reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received, for the purpose of examination by representatives of the COMMONWEALTH and the Federal Government and copies thereof shall be furnished if requested.

TENTH - It is agreed that any delay in completion of the work outlined in Paragraph First, or in portion thereof, which is occasioned by failure of the COMMONWEALTH or its contractor to do other work which, by the nature of its relationship thereto, must be accomplished prior to the aforesaid work outlined in Paragraph First, shall not be chargeable to the time limit specified in Paragraph Second.

ELEVENTH - It is further agreed that if, for any reason, the highway construction project referred to herein shall be cancelled, abandoned, or revised, in such a manner that the work described in Paragraph First of this Agreement should be no longer required, in the opinion of the Secretary of Transportation, then in such event, the only amount which will be payable to the UTILITY will be the actual and related indirect cost of the work actually completed at the time of notification by the COMMONWEALTH of the said cancellation, abandonment or revision, plus any additional expenses incurred by the UTILITY in restoring its system to normal operating conditions.

TWELFTH - During the term of this Agreement UTILITY shall require its contractor(s) to comply with the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 CFR § 35.101 attached hereto as Exhibit A and made a part hereof.

THIRTEENTH - UTILITY shall require its contractor(s) to comply with the Commonwealth of Pennsylvania's Nondiscrimination Clause and Contractor Integrity Provisions attached hereto as Exhibits B and C, respectively and made a part hereof.

SEVENTH - That access to the facilities authorized by this Agreement to occupy limited access right of way of State Route 0079 and State Route 8009 shall be made by use of the removable sections of highway fencing installed for this purpose right of Station 320+60, State Route 0079 and Station 44+15, State Route 8009 in accordance with the following provisions:

1. Prior to its use of the removable fence sections to gain access for planned facility service, maintenance or replacement, the UTILITY shall apply for and the COMMONWEALTH shall issue a permit authorizing such access.
2. In the event of a need for immediate corrective action by the UTILITY's forces, UTILITY may use the removable fence sections for access to effect necessary repairs without first obtaining a permit. Such emergency situations shall be immediately reported to the District Highway Engineer by telephone and a written report detailing the nature of the emergency shall be submitted by UTILITY within 15 days of occurrence.
3. The UTILITY hereby agrees that if any damage to the highway fencing results from such repairs, servicing, maintenance or replacement, UTILITY will promptly notify the District Highway Engineer. In such event, the UTILITY further agrees to restore said fencing to its former condition and to assume all financial responsibility for said restoration.
4. Access for remaining water facilities occupying limited access right of way shall be made from the Welcome Center Access Road A, between Stations 8+00 and 10+00 left and right.

FIFTH - That the UTILITY is hereby authorized to occupy the highway right of way at the Stations listed below in the manner and at the locations shown on the plans, drawings and supplemental data prepared by the UTILITY and approved by the COMMONWEALTH, said material being in possession of the Parties hereto, are incorporated herein by reference and made a part hereof, and the provisions of 67 PA Code, Chapter 459, Pennsylvania Department of Transportation Regulations governing occupancy of highways by Utilities, the Design Manual Part 5 and, where applicable, the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation, the provisions of which are made reference, as well as any special modifications, privileges, conditions or restrictions hereinafter set forth. This Agreement shall operate as issuance of a Highway Occupancy Permit by the COMMONWEALTH for these facilities.

Longitudinally on State Route 0079 between Station 308+55 and Station 320+70 right.

Longitudinally on State Route 8009 between Station 31+05 and Station 44+25 right.

SIXTH - That inasmuch as the facilities to be located within the highway right of way at the Stations listed below, in accordance with this Agreement, are being installed at the request of the COMMONWEALTH to service the Welcome Center facility, such facilities, will be regarded by the COMMONWEALTH as if they were located outside the Public right of way for the purpose of determining liability for the relocation costs in the event of further relocation thereof required by the COMMONWEALTH, in which event the COMMONWEALTH will be responsible for payment of relocation costs.

Longitudinally on State Route 0079 between Station 308+55 and Station 320+70 right.

Longitudinally on State Route 8009 between Station 31+05 and Station 44+25 right.

NOW, THEREFORE:

In consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

FIRST - That the above recitals are incorporated as if herebelow, as terms and conditions of this Agreement.

SECOND - That the COMMONWEALTH will install the portion of the UTILITY's facilities located within the COMMONWEALTH's Welcome Center property, consisting of water lines together with fittings and appurtenances thereto between Station 244+45 and Station 323+68, on State Route 0079, Section G10, in Greene County, Township of Whiteley, in the manner and location approved by the Department of Transportation at a total estimated cost of Twenty Thousand and 00/100 (\$20,000.00) dollars. All access for servicing, maintenance or inspection of UTILITY's facilities will be as shown in Paragraph Seventh.

THIRD - That the UTILITY will install the remaining portion of the proposed water line facilities, together with fittings and appurtenances thereto, from the intersection of State Route 2011 and State Route 2018 to the COMMONWEALTH's Welcome Center facility property which is the legal right of way line for State Route 0079, Section G10, in the manner and at the location approved by the Department of Transportation at a total estimated cost of One Hundred Forty Four Thousand Seventy One and 45/100 (\$144,071.45) dollars. Detailed cost estimates and plans are incorporated herein by reference and made a part hereof as if physically attached hereto, copies of said estimates and plans being in the possession of the Parties.

FOURTH - That, upon completion of the work set forth in Paragraph Third, after authorization by the COMMONWEALTH to proceed with such work, in a manner satisfactory to the COMMONWEALTH and in accordance with the current 23 Code of Federal Regulations, Part 645, Subpart A, of the Federal Highway Administration, United States Department of Transportation, the provisions of which are incorporated herein by reference, the UTILITY shall certify to the COMMONWEALTH the actual and related indirect costs thereof, including the right of way costs, if any, said costs to have been accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body, and the COMMONWEALTH shall verify said costs and pay to the UTILITY the actual cost of the water service extension, exclusive of any betterment and charges for interest on construction money, which amount is estimated to be One Hundred Forty Four Thousand Seventy One and 45/100 (\$144,071.45) dollars.

# UTILITY

THIS AGREEMENT, numbered 122262 in COMMONWEALTH files, made and entered into this 5 day of October, 19 93, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation hereinafter called the COMMONWEALTH,

a  
n  
d

THE EAST DUNKARD WATER ASSOCIATION with its principal place of business located in Dilliner, Pennsylvania, hereinafter called UTILITY.

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

WHEREAS, the Secretary of Transportation, in pursuance of Authority in him by law vested, is about to undertake a project consisting of the construction of a Welcome Center facility known as State Route 0079, Section G10, in Greene County, Pennsylvania; and,

WHEREAS, this project is to be participated in by the Federal Highway Administration, U. S. Department of Transportation, as Project Number 044-0791-150; and,

WHEREAS, it is necessary for the benefit of the traveling public to obtain suitable water services which will comply with Federal and State environmental requirements for the operation of the Project; and,

WHEREAS, the UTILITY has agreed to construct water facilities to provide service to COMMONWEALTH's Welcome Center facility; and,

WHEREAS, the COMMONWEALTH is willing to reimburse the UTILITY for all eligible costs incurred, exclusive of any betterment, in constructing the aforesaid water service facilities for the COMMONWEALTH's Welcome Center facility; and

WHEREAS, the COMMONWEALTH in furtherance of the project and the foregoing recitals desires an extension of the UTILITY's water facilities to provide suitable water services; and,

WHEREAS, any such facilities transferred to or remaining at a location within the right of way of a Federally aided highway will be accommodated in accordance with the provisions of the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation; and,

HIGHWAY OCCUPANCY PERMIT  
UTILITY RELOCATION # 908195



INSTRUCTIONS ON REVERSE

ENGINEERING DISTRICT 12-0

Applicant - Owner  
 Foot Tuckard Water Association  
 Address  
 Box 241  
 Post Office  
 Billiner, PA Zip Code 15327  
 Phone  
 (412) 942-3713

County Greene

Township/Boro Whitely & Greene

Date work is scheduled to begin July 1, 1993

Approximate date when work will be completed July 31, 1993

If utility: Opening over 36 ft<sup>2</sup> along and/or across highway In Pavement FT. 4,320 In Shoulder FT. Outside Shoulder FT.

If utility: Installation Emergency Repair - E.P.C. No. Entry No. Repair Replace Service Connection of Disconnection Removal

If driveway: Anticipated average daily traffic cars trucks buses tractor-trailers

If driveway: Final plat approval secured on Building permit secured on (Enter date or N/A if not applicable)

Application	Inspection 1	Inspection 2	Inspection 3
441/459 Ref. No.			
Unit Fee			
Number of Units	1		
Item Fee			
Permit Fee \$			
Account No.			
Check or Money Order No.			

-STATE ROUTE LOCATION

DESCRIPTION OF PROPOSED WORK

S.R. 2010	We propose the installation of an eight (8) inch PVC waterline along S.R. 2010 from Segment 0190, Offset 0000 to Segment 0200, Offset 2263.	DEPARTMENT USE ONLY
Segment 0190-0200		
Offset(s) 0000-2263		
S.R. 2010	We propose to bore under S.R. 2010 at Segment 0190, Offset 0000. The boring will be a four (4) inch waterline encased in an eight (8) inch steel casing.	
Segment 0190		
Offset(s) 0000		
S.R. 2011	We propose to bore under S.R. 2011 at Segment 0250, Offset 0070. The boring will be an eight (8) inch waterline encased in a twelve (12) inch steel casing.	
Segment 0250		
Offset(s) 0070		

Name of Applicant's Consultant(s) SPE Engineering, Inc. BY Phone: (412) 439-1600

Under and subject to all the conditions, restrictions and regulations prescribed by the Pennsylvania Department of Transportation (see in particular 67 Pa Code, Chapters 203, 441 and 459) and on the issued Permit, Form M-945P, and attachments thereto. The applicant certifies that this application, information and documentation therein or required by the Department is accurate, pursuant to 18 Pa. C.S. § 4904 relating to false swearing to authorities, and that it has or will have all insurance, bonds, and other security required by the Department prior to performing any work authorized by the permit.

The Applicant is (an individual) (a partnership) (a corporation incorporated under the laws of Pennsylvania)

Signed on (Date) (Name of Applicant)

Witness or Attest Title: By Title:

Plans are Satisfactory?  YES  NO (Returned on \_\_\_\_\_)

Traffic Control Plan consistent with Chapter No. 203  Yes  No (Returned on \_\_\_\_\_)

Driveway Classification(s) MU LV MV HV

M-930  was  was not used.

Limited Access Highway  is  is not involved.

Continuous Inspection  is  is not planned.

Drainage Problem  is  is not anticipated.

Permit  will  will not be recorded.

If E.P.C.: Expiration Date \_\_\_\_\_

Field Viewed by (Signature) (Date)

## LOCAL

# Greene panel voices support for Mon River hike/bike trail

By DAVE ANTOL  
Herald-Standard Correspondent

WAYNESBURG— The Greene County Planning Commission reported Monday it has sent a letter of support to the state for a proposed bike and hike trail along the Mon River near Greensboro.

According to a Pennsylvania Department of Transportation (PennDOT) project document, the trail would extend 1.6 miles along the river starting at the old Lock Seven, travel through the borough and nearby Monongahela Township, continue past Mon-View Park, and end at the Warrior Trail.

It will be owned and operated by the Nathaniel Greene Society, a local private organization whose goal is to restore and improve Greensboro.

They will also provide most of the required 20 percent non-federal money match.

The trail itself will be made of asphalt and will include benches, signs, and picnic tables.

Additionally, it will include handicapped accessible facilities and lighting.

Funding for the project would come from both state and federal sources through PennDOT, which is administering the federal Intermodal Surface Transporta-

tion Efficiency Act.

The act provides federal grants allowing communities to enhance the nation's transportation system and their own localities.

Greensboro has already submitted a Transportation Enhancements Program grant application to PennDOT.

County Commissioner Pauline Crumrine and Valerie Cole, planning commission director, said they attended a meeting on the proposal last month and both believe the trail is a very worthwhile project.

Cole said, "This is a group effort," noting other local and county organizations have taken interest in the project.

The commission also reviewed the final plans for the proposed Welcome Center to be built along Interstate 79 in Whitely Township.

Cole said the center received conditional approval several months ago from the commission and noted the four conditions have now been met.

The conditions were approval from Whitely Township for construction, comments and approval from the Greene County Conservation District, signing of an electrical service agreement between PennDOT and West Penn Power, and a water agreement between

East Dunkard Water Association and PennDOT

The center will start being constructed as soon as the weather improves, possibly as early as next month, Cole said.

She added the facility, again weather permitting, could be completed this coming December.

It will serve travelers and tourists driving northbound on I-79 from West Virginia and will include a special monument to the coal miners of Greene County.

In other business, the commission:

— Approved the vacation of the Bonar Plan of Lots in Franklin Township.

— Approved the site plan for mini-storage buildings in Cumberland Township for Michael Lewis.

— Granted a variance to owner Kevin D. Polish for Kevin's Archery and Bait Shop along Route 21 near the Hatfield power station not requiring that his parking lot be paved due to financial difficulties.

— Noted the members will be reviewing the four land development and subdivision ordinances in conjunction with a consultant next month. The ordinances will be updated to comply with changes in the county's planning code.

D-4-HERALD-STANDARD, MONDAY, DECEMBER 20, 1993

## Bids opened for new welcome

Bids were opened in Harrisburg Thursday for construction of a Welcome Center/Safety Rest Area to be built along Interstate 79 in Greene County.

The building will be constructed on a site 5.8 miles north of the Pennsylvania-West Virginia line, a mile south of the Kirby interchange. The welcome center will be accessible only to northbound traffic.

Construction is expected to get under way in February with completion by mid-1995.

The five apparent low bidders for civil, general, electrical, plumbing and mechanical work entered bids totaling just over \$3 million.

They include:

Civil (site utility work, rough grading, traffic control

devices, etc.) - Cast & Baker Corp., Canonsburg R.D. 2, \$687,712.

General - Carmen Paliotta Contracting Co., Library - \$2,025,000.

Electrical - W.R. Casteel Co., Inc., Hopwood - \$128,938.

Plumbing - Mosites Construction Co., Pittsburgh - \$159,000.

Mechanical - Mosites Construction Co., Pittsburgh - \$169,600.

"I am very pleased that our Greene County Welcome Center Project is now finally moving forward on a construction schedule. While the economic benefit for Greene County tourism is evident, the site will also

... school the mural rises above shell has been torn apart

## /rest area in Greene County

serve as the location for the Coal Miners' Memorial Monument," said state Sen. J. Barry Stout (D-Bentleyville).

"Tourism is second only to agriculture in Pennsylvania's economy. This welcome center will give Greene County and all of southwestern Pennsylvania the chance to make a good first and lasting impression for all of the rich historical and commercial opportunities our communities have to offer the traveling public," added state Rep. H. William DeWeese (D-Waynesburg).

The 4.2-acre site will include an 8,000-square-foot building that will house the welcome center functions and rest area functions. The rest area portion of the

facility, which will be open to customers 24 hours a day, will include restrooms, vending machines and telephones.

The welcome center, which will be professionally staffed by PennDOT personnel, will be open during established business hours and will include a variety of travel and tourism services. Picnic areas will surround the building.

Currently, Pennsylvania has 11 welcome centers. Nine are operated by PennDOT and two of the facilities, located on the Pennsylvania Turnpike, are operated in a joint venture with the Turnpike Commission.

Last year, more than 1.5 million guests used Pennsylvania's welcome centers.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
P.O. Box 459  
Uniontown, Pennsylvania 15401  
September 2, 1993



IN REPLY REFER TO  
Utilities  
Greene County  
SR 0079, Section G10  
Welcome Center

East Dunkard Water Association  
Box 241  
Dilliner, Pennsylvania 15327  
Attention: Ike Lewis

Dear Mr. Lewis:

The letter will be your Authorization to Proceed with the physical relocation of your facilities on the above captioned project.

Authorization is being granted at this time in order to avoid any delays in our contractors operations.

If you have any questions, please contact Ken Sharp in the Utility Relocation Unit at 412-439-7260.

Very truly yours,

  
Michael H. Dufalga, P.E.  
District Engineer  
Engineering District 12-0

120/KAS/lg

West Penn Power / Allegheny Power Waterline Extension  
To Hatfield Power Plant line ext. Route 88 & Route 21

1990

MONONGAHELA TOWNSHIP

2,000 Feet of 8" waterline

11,625 Feet of 8" waterline

West Penn Power Final Contract \* 185,109.57

70,496.38

51,864.36

62,925.31

R-O-W 10,500.00

R-O-W 6,750.00

R-O-W 12,000.00

Lot of supporting documents



Bulk Power Supply  
800 Cabin Hill Drive  
Greensburg, PA 15601 (412) 837-3000

July 3, 1990

East Dunkard Water Association  
Attention: Mr. Isaac Lewis  
R. D. #1  
Dilliner, PA 15327

Dear Mr. Lewis:

**APS POWER STATIONS MUNICIPAL WATER SUPPLY  
HATFIELD POWER STATION - EAST DUNKARD WATER ASSOCIATION**

Enclosed is a fully-executed original of the reimbursement agreement for the proposed water line to be installed to Allegheny Power System's Hatfield Power Station.

I would appreciate if you would initiate the steps necessary to have the preliminary work done prior to installing service to the power station. Our Company would appreciate if the service could be installed as quickly as possible to meet new governmental guidelines which take effect January 1, 1991.

Upon receipt of payment requisition(s), I will have our Company forward payment(s) for the work as agreed upon in the aforementioned document.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

*Fred A. Nindle /cf*

Fred A. Nindle  
Real Estate Representative

HPSEDWA.FAN:cdp

Enclosure

c: Attorney J. William Hook (w/enc.)  
P. O. Box 792  
Waynesburg, PA 15370

AGREEMENT

MADE this 29<sup>th</sup> day of JUNE, 1990, by and between: EAST DUNKARD WATER ASSOCIATION, a Pennsylvania non-profit corporation, having its principal place of business at R. D. 1, Dilliner, Pennsylvania, 15327, (hereinafter called the "Water Association"),

A

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D

WEST PENN POWER COMPANY, a Pennsylvania corporation, having its principal place of business at Cabin Hill, Greensburg, Pennsylvania, 15601, THE POTOMAC EDISON COMPANY, a Maryland and Virginia corporation, having its principal place of business at Downsville Pike, Hagerstown, Maryland, and MONONGAHELA POWER COMPANY, an Ohio corporation, having its principal place of business at Fairmont Avenue, Fairmont, West Virginia, (hereinafter collectively called "Power Companies").

WHEREAS, Monongahela Township has entered into a Grant Agreement with the Commonwealth of Pennsylvania, to receive monies under the Community Facilities Program of the Department of Commerce for the construction of a water line along Route 21 in Monongahela Township, Greene County, Pennsylvania, to be leased to the Water Association upon completion.

WHEREAS, Power Companies desire to have the water service to their power plant at Hatfield's Ferry to connect to the line constructed by said grant.

WHEREAS, the parties desire to enter into an Agreement as to the construction of lines to service said power plant.

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

1. The Water Association shall, in connection with and respecting the aforesaid project, do, perform and carry out, in a satisfactory and proper manner, in accordance with the provisions of applicable Laws, the following:
  - a. Construct a 2,000 feet 8" water line from its substation along Route 21 to St. Georges Church in accordance with the terms and conditions of the aforesaid grant agreement between Monongahela Township and the Commonwealth of Pennsylvania, Department of Commerce.
  - b. Advertise and accept bids for the following construction:
    1. 11,625 feet of 8" in Waterline.
    2. 1 Pressure Reduction
    3. 1-3" Meter, Pit and Settings
    4. 2 Connect to Existing Line
  - c. Subject to review and approval of the Power Companies, award contracts to the lowest responsible bidders.
  - d. Submit to the Power Companies, requisitions for payment itemizing the work performed under the contract awarded in accordance with a schedule agreed to by the parties.
  - e. Inspect lines during construction with no expense to Power Companies.

- f. Acquire rights-of-way over lands for laying of water lines.
2. Power Companies shall, in connection with and respecting the aforesaid project, do, perform and carry out in a satisfactory and proper manner the following:
  - a. Expedite approval of contracts submitted for its review.
  - b. Based upon requisitions submitted, pay Water Association for:
    1. Construction expenses related to said contract.
    2. Engineering expenses related to said construction in an amount not to exceed \$18,000.00.
    3. Legal fees related to the said construction, right-of-way acquisitions in an amount not to exceed \$1,000.00.
    4. Monies, if any, paid to landowner for the acquisition of right-of-way; provided approval of the amount thereof is given by Power Companies prior to entry into a final agreement with landowner by Water Association.
3. The parties agree that upon completion of the project, the Water Association shall be the owner of the waterlines constructed. Power Companies shall convey rights-of-way to the Association for any portion of the subject line located upon its property.
4. Upon completion, the Water Association agrees as follows:
  - a. To provide Power Companies, at normal conditions, a minimum of 120 gallons per

minute at 55 psi water pressure with a maximum usage of 20,000 gallons per day.

- b. Charge Power Companies a water usage rate in accordance with its regular rate schedule at that time.
5. Water Association shall indemnify and save harmless the Power Companies, and their assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demands brought on account of any injuries or damages received or sustained by any person, persons or property by reason of an act, omission, neglect or misconduct of said Water Association, its agent or employees, in the execution of this Agreement.
6. Power Companies shall indemnify and save harmless the Water Association, and its assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demands brought on account of any injuries or damages received or sustained by any person, persons or property by reason of an act, omission, neglect or misconduct of said Power Companies, their agent or employees, in the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated.

ATTEST:

EAST DUNKARD WATER ASSOCIATION

Michael H. Rosemond  
Secretary

BY: Arthur Bennett (SEAL)

ATTEST:

WEST PENN POWER COMPANY

Carroll A. Kahl  
Asst. Secretary

BY: J. Meyer (SEAL)

ATTEST:

THE POTOMAC EDISON COMPANY

Wm. E. Zimmerman  
Secretary

BY: Robert B. Murdoch (SEAL)

ATTEST

MONONGAHELA POWER COMPANY

C. Mullitt  
Secretary

BY: [Signature] (SEAL)  
VICE PRESIDENT

AGREDUNK.FAN

Route 21 Monongahela Township Carmichaels PA  
FY 1986-1987 \$75,000.00

Community Facilities Grant - D.C.A.  
Through Monongahela Township

① letter from Albert R. Micozzi, Jr. asking for water for his businesses.

② letter from Carmichaels + Cumberland Township Volunteer Fire Co. requesting water on Route 21 + 88 Paisley Area for fire protection.

9 businesses, 1 church, 7 residences

8" Waterline 4,734'

③ letter from Greene County asking for water on Route 21 for business owners Mr + Mrs. Albert Rye

COPY

TOP NAT HOTEL & LOUNGE  
ALBERT R. WICCOZZI  
R.D. 1, BOX 92-C, ROUTE 21  
CARMICHAELS, PENNSYLVANIA 15320  
412-966-8919

June 3, 1988

Sucevic, Piccolomini & Kuchar Engineering, Inc.  
Rob Kuchar  
R.D. #4, Box 622-B  
Uniontown, Pennsylvania 15401

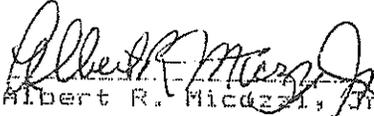
RE: Water line extension--Route 21, Greene County

Mr. Kuchar:

As the owner of two businesses on Route 21, I would be very much in need of water service from the East Dunkard Water Association. We have well water at both places, however we have lost water at our garage several times, which was formerly Thurby Motors. This building is now vacant as we have a difficult time renting or selling it as no one desires to establish a business with no public water service. I am certain in the event that this building would be provided with water, someone would start a business which would create new employment.

Our other building we operate a motel and lounge in which we had a tap-in fee with East Dunkard Water paid in 1969 and have not received city water yet. As you can imagine, it is very difficult operating this business without public water service.

We would appreciate any assistance you can provide in this matter.

  
Albert R. Micozzi, Jr.

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CARMICHAELS & CUMBERLAND TOWNSHIP VOLUNTEER FIRE CO.

---

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Telephone 412 966-5700  
420 W. George St.  
Carmichaels, Pennsylvania 15320

April 11, 1988

East Dunkard Water Assoc.  
P.O. Box 241  
Dilliner, PA 15327

Dear Mr. Lewis:

At the present time along Routes 88 and 21 in the Paisley area there is one fire hydrant which I as Fire Chief feel is terribly inadequate.

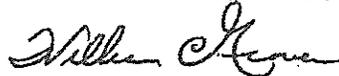
There are approximately 14 businesses and 20 homes in that area with that one fire hydrant being at the eastern end of this area. Laying fire hose over a two mile area is not effective time-wise nor does it give the fire company proper water to suppress the fire.

If your Assoc. could install additional hydrants, it would greatly increase our efforts to save lives and property.

If you would care to discuss this at greater length, please call me at 966-7915 or 966-5805.

Thank you for your consideration in this matter.

Very truly yours,



William C. Groves  
Chief

LEONARD R. SANTORE  
DANIEL E. BAILEY  
JOHN R. GARDNER  
COMMISSIONERS



HERBERT A. COX  
CHIEF CLERK  
A. J. MARION  
SOLICITOR

February 5, 1985

Mr. Mark Brozik  
Dunkard Water Association  
Dilliner, PA 15327

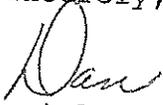
Dear Mark,

Mr. and Mrs. Albert Rye of Monongahela Township and owners of the Top Hat Bar & Motel have informed me that they would appreciate any effort by your association to provide water to their place of business on Route 21.

I understand at one time the water line was to extend to this place. Would you please advise me of any future plans for this area.

Thank you for your time and consideration.

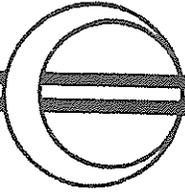
Sincerely,

  
Daniel E. Bailey

DEB:alc

cc: Mr. & Mrs. Albert Rye

GREENE COUNTY OFFICE BUILDING  
WAYNESBURG, PENNA. 15370  
(412) 852-1171



# East Dunkard Water Association

Post Office Box 241, Route 88 Dilliner, PA 15327

April 19, 1989

Monongahela Township Supervisors  
R.D. 1, Box 83  
Greensboro, Pennsylvania 15338

RE: Route 21 Project

In regards to the Monongahela Township water line project for the Route 21 area including Township road #742, the East Dunkard Water Association will provide the labor to install the water line. This will serve as the Townships 25% match for this grant. The amount of this labor will amount to approximately \$29,000.00.

Also, the East Dunkard Water Association will sign an agreement with Monongahela Township to maintain the new facility, but it will remain the property of Monongahela Township, upon approval by the Board of Directors of the Association.

Sincerely,

  
Michelle A. Popernack  
Secretary-Treasurer

copy: Sucevic, Piccolomini & Kuchar Engineering



# EAST DUNKARD WATER ASSOCIATION

DILLINER, PENNSYLVANIA 15327



POST OFFICE BOX 241

PHONE 412-943-3713

**FILE COPY**

April 8, 1988

Jim Dolen  
Pennsylvania Department of Commerce  
Bureau of Appalachian Development  
and State Grants  
467 Forum Building  
Harrisburg, Pennsylvania 17120

RE: Monongahela Township FY 1988-89  
Community Facilities Grant  
Route 21 Water Line Extension

Mr. Dolen:

Enclosed you will find a copy of our Bylaws which will verify that the East Dunkard Water Association is a public water system.

We would appreciate any assistance you could contribute concerning this Community Facilities Grant. This Route 21 water line extension would benefit the Water Association and the community, as we project an abundance of growth of industry and/or housing at this Route 21 area. At the present time we could provide water service to nine businesses, one church and seven residences if we would receive this grant, and as I mentioned, much more growth in the future as this is prospective development land.

And again Thank You, in advance, for any help you can provide.

EAST DUNKARD WATER ASSOCIATION

  
Michelle A. Popernack  
Secretary-Treasurer

copy: Sucevic, Piccolomini & Kuchar Engineering

EAST DUNKARD WATER ASSOCIATION  
POST OFFICE BOX 241  
DILLINER, PENNSYLVANIA 15327  
412-943-3713

April 1, 1988

Monongahela Township Supervisors  
R.D. 1, Box 83  
Greensboro, Pennsylvania 15338  
Attention: Kenny Tanner

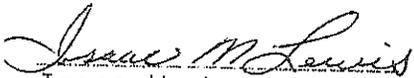
RE: Route 21 Project

Mr. Tanner:

In regards to the Monongahela Township water line project for the Route 21 area including township road #742, the East Dunkard Water Association will provide the labor to install the water line. This will serve as the townships 25% match for this grant. The amount of this labor will amount to approximately \$29,000.00.

Also, the East Dunkard Water Association will sign an agreement with Monongahela Township to maintain the new facility, but it will remain the property of Monongahela Township, upon approval by the Board of Directors of the Association.

Sincerely,

  
Isaac N. Lewis  
Manager

cc: Sucevic, Piccolomini & Kuchar Engineering

AGREEMENT

MADE this 15 day of SEPTEMBER, 1986, by and between: ..

BOARD OF SUPERVISORS of MONONGAHELA TOWNSHIP, Greene County, Pennsylvania, a municipal corporation, having a mailing address of R. D. #1, Greensboro, Pennsylvania, 15338, (hereinafter called "Township"),

A

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D

EAST DUNKARD WATER ASSOCIATION, a nonprofit corporation having a mailing address of P.O. Box 241, Dilliner, Pennsylvania, 15327, (hereinafter called "Association").

WHEREAS, Township has made an application to the Pennsylvania Department of Commerce for funding from the 1986 Community Facilities Program for the installation of approximately one mile of 8" water line along Route 21 between the intersections of Route 21 and 88 and the Masontown Bridge, (hereinafter called "waterline"); and

WHEREAS, the total costs of the project has been estimated to be \$100,000.00. The Department of Commerce shall provide a grant of \$75,000.00 to be used in the construction of the water line. The Township has irrevocably pledged the required matching share of \$25,000.00 toward fulfillment of the Community Facilities Project Grant; and

WHEREAS, the Township and Association desire to enter into an

agreement as to local share pledged by the Township and other rights, duties and responsibilities of the parties.

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

1. Landowners connecting to the water line shall pay a connection fee pursuant to the Rules and Regulations of the Association. Said connection fee shall be contributed by the Association toward the local share pledged by the Township for the construction of the water line. Any connection fee received by the Association after the project has been completed shall be paid to the Association for its general operation.
2. Association agrees to pay the remaining local share pledged by the Township to complete the water line.
3. The Township agrees to lease and hereby does lease to the Association and the Association agrees to lease and hereby does lease from the Township the water line and equipment erected, constructed and situated therein or which may hereafter be erected, constructed and situated thereon. Said lease shall terminate by mutual agreement of the parties. The Association shall (1) operate and maintain said water line; (2) collect water rates and other charges for use of the water line and services rendered by the Association; said rates shall be the same rate as paid by other customers of the Association; (3) shall insure and help insured to the extent that such insurance shall be reasonably obtainable as to said water line; and (4) shall be permitted to connect future water line extensions to said water line.

4. Township appoints Association to be general manager of the water line for a term coextensive with the term of the lease created by this Agreement and the Association hereby accepts such employment on the terms hereafter in this agreement set forth.

IN WITNESS WHEREOF, the Township of Monongahela has caused this Agreement to be executed on its behalf by its Chairman of the Board of Township Supervisors and its Township Seal to be hereto affixed and attested by the Secretary of the Board of Township Supervisors, and the East Dunkard Water Association has caused this Agreement to be executed on its behalf by its Chairman and its Association seal to be hereunto affixed and attested by its Secretary, all as of the day and year first above written.

ATTEST:

*Kenneth B. Turner*  
Secretary

MONONGAHELA TOWNSHIP  
BOARD OF SUPERVISORS

BY: *David B. Wilson*  
David B. Wilson, Chairman

ATTEST:

*Arthur Bennett*  
Secretary

EAST DUNKARD WATER ASSOCIATION

BY: *Arthur Bennett*  
Arthur Bennett, President



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMERCE  
HARRISBURG

THE SECRETARY

July 18, 1986

Calvin G. Gallatin  
Chairman  
Monongahela Township  
R.D. #1  
Greensboro, Pennsylvania 15338

Dear Mr. Gallatin:

We are pleased to inform you that your request for a FY 1986-87 Community Facilities grant has been approved. On behalf of the Commonwealth of Pennsylvania, acting through the Department of Commerce, I hereby transmit to you an offer for grant assistance in the amount not to exceed \$75,000, under the provisions of the Community Facilities Act. This grant offer is contingent upon receipt by the Department of the following documents:

1. A resolution, duly adopted, that a separate project account will be established for deposit of all project-related funds.
2. All permits required by the Commonwealth.
3. The public advertisement for bids, bid tabulations, and the executed contracts for all project-related construction, equipment, and materials. All contracts must contain the nondiscrimination provision (enclosed).
4. Final project cost breakdown, together with a breakdown of all funds to be received for the project.

After the above items are received, we will send you four copies of the grant agreement. Attachment "A" further describes the procedure to be used after all of the above conditions are met.

The grant offer is also contingent upon the grant agreement between the Department and the applicant being executed within 120 days of the date of this letter, and is further contingent upon commencement of construction on or before April 1, 1987. If construction is not started by this date, applicable law requires us to rescind this grant. Further, all invoices for reimbursement of eligible costs must be submitted prior to August 1, 1987; those submitted after this date will be ineligible for reimbursement.

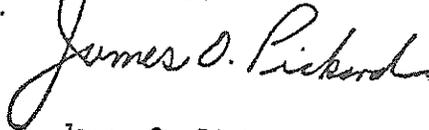
Calvin G. Gallatin  
July 18, 1986  
Page 2

Please have the attached grant offer acceptance letter prepared and signed by the properly authorized person(s). Our receipt of the executed letter will constitute your authorization to commence construction and incur costs for reimbursement.

If you should have any questions regarding this grant, please contact the Bureau of Appalachian Development and State Grants at (717)787-7120.

I would like to congratulate you on your concern for making needed public improvements in your community and trust this grant will aid your efforts.

Sincerely,



James O. Pickard

JOP:WEL

Attachments

cc: Honorable J. Barry Stout  
Honorable H. William DeWeese  
Michael Schaul  
Rob Kuchar

**RESPONDENT**

**EXHIBIT “F”**

**I&E Data Requests – Set II**  
**Directed to East Dunkard Water Authority**

2. Explain how the Authority calculates charges to its customers and indicate whether the calculation of charges differs for customers located in Dunkard Township and customers located in Greene, Monongahela, Cumberland, Perry and Whiteley Townships.

**ANSWER:** All customers are billed the same rate - \$23.57 base rate, then \$1.13 per thousand gallons thereafter, plus \$10.00 debt service and \$5.00 meter charge