

**Application of Pennsylvania-American Water Company for the
Acquisition of the Water System Owned and Operated by
Indian Creek Valley Water Authority (“ICVWA”)**

Docket No. A-2025-3055741

66 Pa. C.S. § 1329

Application Filing Checklist – Water/Wastewater

25. Provide a copy of all municipal and affiliate contracts to be assumed by buyer as part of the acquisition and a list and annual dollar value of other contracts.

RESPONSE: The attached municipal, affiliate and other contracts to be assumed by PAWC as part of the acquisition are listed below and attached as **Appendix A-25.1 through Appendix A-25.8.**

<u>Municipal and Affiliate Contracts</u>			
Tab	Agreement	Parties to Contract	Date of Contract
Appendix A-25.1	<i>Township of Donegal Ordinance No. 95-2</i> Intergovernmental Cooperation Agreement - Agreement for Water Service	Indian Creek Valley Water Authority and Township of Donegal, Westmoreland County, Pennsylvania	1995.04.13 1995.04.13
Appendix A-25.2	<i>Township of Mount Pleasant Ordinance No. 110</i> Intergovernmental Cooperation Agreement - Agreement for Water Service	Indian Creek Valley Water Authority and Township of Mount Pleasant, Westmoreland County, Pennsylvania	1995.04.17 1995.04.17
Appendix A-25.3	<i>Borough of Donegal Ordinance No. 5-2-95</i> Intergovernmental Cooperation Agreement – Expansion of Potable Water Service Facilities	Indian Creek Valley Water Authority and Borough of Donegal, Westmoreland County, Pennsylvania	1995.05.02 [Undated]
Appendix A-25.4	Interconnect Agreement Supplemental Acknowledgment of Additional Interconnect No. 1	Pleasant Valley Water Authority and Indian Creek Valley Water Authority	1998.09.28 2005.02.21

**Application of Pennsylvania-American Water Company for the
Acquisition of the Water System Owned and Operated by
Indian Creek Valley Water Authority (“ICVWA”)**

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Application Filing Checklist – Water/Wastewater

Appendix A-25.5	<i>Township of Stewart, Fayette County, Pennsylvania Ordinance No. 20</i> Intergovernmental Cooperation Agreement - Agreement for Water Service	Indian Creek Valley Water Authority and Township of Stewart, Fayette County, Pennsylvania	2002.08.15 2000.09.18
Appendix A-25.6	Sewage System Right of First Refusal Agreement	Ohiopyle Borough and Indian Creek Valley Water Authority	2012.06.15
Appendix A-25.7	Services Agreement [ICVWA act as billing and collection agent and provide water termination service]	Indian Creek Valley Water Authority and the Borough of Ohiopyle	2013.12.05
Appendix A-25.8	Agreement [Lease of land and granting rights and privileges]	Municipal Authority of Westmoreland County and Indian Creek Valley Water Authority	2024.07.16

<u>List of Other Contracts & Annual Dollar Value</u>				
Tab	Parties to Contract	Date of Contract	Subject	Annual Dollar Value
None				

TOWNSHIP OF DONEGAL
ORDINANCE NO. 95-2

AN ORDINANCE OF THE TOWNSHIP OF DONEGAL
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH THE INDIAN CREEK VALLEY WATER AUTHORITY
FOR THE PURPOSE OF ENTERING INTO A
CONTRACTUAL RELATIONSHIP WHEREBY THE
INDIAN CREEK VALLEY WATER AUTHORITY SHALL
PROVIDE AN EXTENSION OF ITS PUBLIC WATER
LINE INTO THE TOWNSHIP OF DONEGAL,
WHICH SAID WATER LINE SHALL BE USED AS A
SOURCE OF POTABLE WATER FOR THE RESIDENTS
OF THE TOWNSHIP; SAID INTERGOVERNMENTAL
COOPERATION AGREEMENT PROVIDING FOR THE
ALLOCATION OF RIGHTS, DUTIES AND
RESPONSIBILITIES FOR THE CONSTRUCTION,
INSTALLATION AND COSTS OF SAID WATER LINE
AND THE ALLOCATION OF COSTS THEREOF.

WHEREAS, the Township of Donegal is a Second Class
Township organized and existing under the laws of the Commonwealth of
Pennsylvania; and

WHEREAS, the Indian Creek Valley Water Authority is a municipal
body organized and existing as a municipal authority with its principal place of
business at Box 486, Indian Head, Fayette County, Pennsylvania; and

WHEREAS, the Township of Donegal and the Indian Creek Valley
Water Authority are desirous of entering an Agreement whereby the Indian
Creek Valley Water Authority shall provide an extension of its public water line
into the Township of Donegal, which water line shall be used as a source of
potable water for the residents of the Township of Donegal; and

copy

WHEREAS, the construction of the aforesaid water line shall be financed by a combination of grant funds, connection and service fees and funds borrowed by the Indian Creek Valley Water Authority; and

WHEREAS, the Indian Creek Valley Water Authority and the Township of Donegal have agreed upon certain conditions in connection with the installation of the water line and the allocation of the costs thereof; and

WHEREAS, pursuant to the Act of October 9, 1986, P.L. 1439 as amended, it is necessary for the municipal bodies to adopt an Ordinance authorizing the Township of Donegal to enter into an Intergovernmental Cooperation Agreement for the delegation of the responsibilities with respect to the aforesaid water line.

NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained by the Board of Supervisors of the Township of Donegal as follows:

SECTION I: That the Supervisors of the Township of Donegal are authorized to enter into a certain Intergovernmental Cooperation Agreement with the Indian Creek Valley Water Authority for the purpose of establishing the responsibilities for the construction of a certain water line to be constructed within the corporate limits of the Township of Donegal. A copy of said Intergovernmental Cooperation Agreement is attached hereto, made a part hereof and marked Exhibit "A".

SECTION II: Said Intergovernmental Cooperation Agreement requires that the Indian Creek Valley Water Authority shall undertake the responsibility for the construction of a water distribution system for portions of the Township of Donegal.

SECTION III: That the said Intergovernmental Cooperation Agreement provides for a joint construction project done by the Indian Creek Valley Water Authority servicing portions of the Township of Donegal, Donegal Borough and portions of the Township of Mount Pleasant.

SECTION IV: Said Agreement provides that the cost of said improvements shall be approximately FOUR MILLION FIVE HUNDRED (\$4,500,000.00) DOLLARS, which shall be funded by grant funds, connection and service fees and funds borrowed by the Indian Creek Valley Water Authority.

SECTION V: Said Agreement further provides that the costs to the residents of the Township of Donegal shall be paid by a mandatory tap-in charge of ONE THOUSAND (\$1,000.00) DOLLARS for residential 3/4" tap size users and ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS for residential/commercial 1" tap size users, and the cost of larger taps on a cost installed basis. Said Agreement further provides that each property serviced by said water line shall pay a mandatory tap-in fee to the Indian Creek Valley Water Authority at the rate set forth herein or such other rate as shall be established by the Indian Creek Valley Water Authority.

SECTION VI: Said Agreement further provides that each user whether or not they are tapped into the water distribution system shall pay a minimum service fee in amounts established from time to time by the Indian Creek Valley Water Authority for the public water supply provided by the Indian Creek Valley Water Authority.

SECTION VII: Said Agreement further provides for the rights, duties, responsibilities and obligations of the Indian Creek Valley Water Authority and the Township of Donegal with respect to the acquisition of appropriate rights-of-ways, collection of uniform connection fees and establishment of minimum monthly water rental charges.

SECTION VIII: That the proper officers of the Township of Donegal are hereby authorized and directed to execute the Intergovernmental Cooperation Agreement, which is attached hereto, made a part hereof and marked Exhibit "A".

SECTION IX: That the said Intergovernmental Agreement is authorized by the Act of October 9, 1986, P.L. 1499 No. 137, Section 1 et seq.

ORDAINED AND ENACTED this 13th day of April, 1995.

TOWNSHIP OF DONEGAL

By Thomas A. Stull Jr.
Chairman

ATTEST (SEAL)

Tudie Harkness
Secretary

AGREEMENT FOR WATER SERVICE

MADE THIS 13th day of April, 1995, by and between:

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal body with its principal address at Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "WATER AUTHORITY";

- and -

TOWNSHIP OF DONEGAL, WESTMORELAND COUNTY, PENNSYLVANIA, a municipal body with its principal address at P. O. Box 38, Jones Mills, Westmoreland County, Pennsylvania, hereinafter referred to as "TOWNSHIP".

WITNESSETH:

WHEREAS, Water Authority and Township wish to enter into a contractual relationship whereby Water Authority shall provide an extension of its public water line into Township, which water line shall be used as a source of potable water for the residents of Township; and

WHEREAS, the construction of the aforesaid water line shall be financed by a combination of grant funds, connection and services fees and funds borrowed by Water Authority; and

EXHIBIT "A"

WHEREAS, Water Authority and Township have agreed upon certain conditions in connection with the installation of the water line and wish to reduce their understanding to writing; and

NOW THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) in hand paid by Township to Water Authority, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF PROJECT

The project contemplated by Water Authority and Township is the installation of approximately seventy-three thousand (73,000) feet of public water line, which water line shall be used as a potable water distribution system for portions of Township and also for the residents of Donegal Borough and Mount Pleasant Township, Westmoreland County, Pennsylvania.

2. CONSTRUCTION COSTS

The construction costs for the design and installation of the aforesaid public water system within Township and the other aforesaid municipalities shall be approximately Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00). Said construction costs shall be paid by a combination of grant funds, connection, service fees

and funds borrowed by Water Authority, the total amount of which and repayment terms for which shall be determined by Water Authority. It is contemplated, however, that a major portion of the construction funds shall be provided by a loan obtained by Water Authority from Pennsylvania Infrastructure Investment Authority ("PennVest").

3. OBLIGATIONS OF TOWNSHIP

In addition to the aforesaid obligation of Township to guarantee funding secured to pay construction costs, Township hereby grants to Authority the following rights:

- A. The right of first refusal to provide municipal sewage services for all properties situate within Township; and
- B. The exclusive appointment of Water Authority as the supplier of public water for all properties within Township.

4. OBLIGATIONS OF WATER AUTHORITY

Water Authority shall be responsible to Township for the following matters:

- A. Construction of a system adequate to provide a source of public potable water to those areas of Township which Water Authority and Township mutually agree to service; and
- B. Assessment of a uniform rate for water service consistent with rates charged by Water Authority to its other customers; provided, however, that nothing herein shall

restrict the right of Water Authority, to the extent permitted by law, to charge additional rates for water service provided within Township so long as said rates are reasonably justified by Water Authority as recovery for additional costs incurred in providing water service to Township;

C. That in the event the Water Authority requires an easement or right-of-way for the installation of said water lines which can only be obtained by the exercise of the Right of Eminent Domain, the Water Authority shall exercise said power of Eminent Domain and shall bear all the costs of said Eminent Domain including but not limited to the cost of filing, posting of the appropriate condemnation bonds, payment of damages and interest thereon. If the power of Eminent Domain is exercised by the Water Authority, any costs associated therewith shall be considered as a total project cost and shall not be assessed against the Township of Donegal in the event Eminent Domain action is required within the corporate limits of the Township of Donegal. Notwithstanding this subparagraph, if the power of the Water Authority to exercise a right of Eminent Domain as legislatively limited or terminated, then in that event, Township shall acquire by eminent domain needed property interests within its boundaries, the cost of which acquisition shall be mutually agreed upon by Water Authority and Township.

5. MANDATORY TAP-IN AND SERVICE

Township shall enact and enforce ordinances, rules and regulations required to ensure that all present and future citizens of the Township whose properties have improvements thereon and which abut on the distribution lines of Water Authority shall be required to pay a mandatory tap-in fee in such amounts determined from time to time by Water Authority. Currently, the mandatory tap-in fees established by Water Authority are One Thousand and 00/100 Dollars (\$1,000.00) for residential 3/4" tap size users, One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) for residential/commercial 1" tap size users, and the cost of larger taps on a cost installed basis.

It is further understood that all present and future citizens of the Township whose properties have improvements thereon and which abut the distribution lines of the Water Authority shall be required whether or not they tap-in to the water distribution system to pay a minimum service fee in amounts established from time to time by the Water Authority for the public water supply provided by the Water Authority. In addition, the Water Authority may institute a temporary surcharge to recover for additional costs incurred in providing water service to the Township.

In addition, Township shall pay to Water Authority the cost of maintaining fire hydrants on the system, subject to the billing schedule of the Water Authority.

6. CONDITIONS PRECEDENT

The parties agree that the obligations of Water Authority under the terms of this Agreement are expressly subject to the following conditions precedent, the failure of any one of which shall terminate all liability of Water Authority under the terms hereof:

A. Water Authority shall secure financing which it subjectively deems sufficient and reasonable to construct the facilities within the project service area; and

B. Township shall obtain the consent and joinder of any and all other municipal authorities and agencies which shall be required to guarantee that Water Authority shall be the exclusive provider of public water to Township; and

C. Agreements acceptable to Water Authority shall be executed by and between Water Authority and Donegal Borough and Mount Pleasant Township for the installation of all water lines within those municipalities.

7. ADDITIONAL ACTIONS

Township agrees that it shall complete all other actions and execute all other documents reasonably required by Water Authority to complete the project hereinbefore defined.

8. CONFIRMATIONS

Water Authority and Township each by execution hereof confirm that the actions

required by the terms hereof have been approved by their respective governing bodies and that resolutions approving and authorizing the execution of this Agreement are properly on file in the respective offices of each party hereto.

9. ADDITIONAL EXPANSION

Township agrees by execution hereof that the terms of this Agreement, including but not limited to the provisions relating to mandatory tap-ins and minimum service fees, shall apply not only to the project hereinbefore described, but also to any additional projects established by Water Authority within the Township.

10. MISCELLANEOUS

A. This Agreement represents the entire understanding by and between the parties hereto and may not be altered or amended other than by a writing signed by both parties and attached hereto; and

B. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; and

C. Township agrees that the Rules and Regulations of Water Authority now in effect and all amendments and additions thereto shall be binding upon all Township residents who become customers of Water Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers the day and year first above mentioned.

ATTEST:

INDIAN CREEK VALLEY
WATER AUTHORITY

Fred Brown
FRED BROWN
SECRETARY
(CORPORATE SEAL)

BY: Robert Fullem
ROBERT FULLEM
CHAIRMAN
"WATER AUTHORITY"

ATTEST:

TOWNSHIP OF DONEGAL, WESTMORELAND
COUNTY, PENNSYLVANIA

Trudy Harscom
SECRETARY

BY: Thomas A. Stull Jr

BY: Edward J. Kearney

BY: James N. Mathews
"TOWNSHIP"

(CORPORATE SEAL)

TOWNSHIP OF MOUNT PLEASANT
ORDINANCE NO. 110

AN ORDINANCE OF THE TOWNSHIP OF MOUNT PLEASANT AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE INDIAN CREEK VALLEY WATER AUTHORITY FOR THE PURPOSE OF ENTERING INTO A CONTRACTUAL RELATIONSHIP WHEREBY THE INDIAN CREEK VALLEY WATER AUTHORITY SHALL PROVIDE AN EXTENSION OF ITS PUBLIC WATER LINE INTO THE TOWNSHIP OF MOUNT PLEASANT, WHICH SAID WATER LINE SHALL BE USED AS A SOURCE OF POTABLE WATER FOR THE RESIDENTS OF THE TOWNSHIP; SAID INTERGOVERNMENTAL COOPERATION AGREEMENT PROVIDING FOR THE ALLOCATION OF RIGHTS, DUTIES AND RESPONSIBILITIES FOR THE CONSTRUCTION, INSTALLATION AND COSTS OF SAID WATER LINE AND THE ALLOCATION OF COSTS THEREOF.

WHEREAS, the Township of Mount Pleasant is a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Indian Creek Valley Water Authority is a municipal body organized and existing as a municipal authority with its principal place of business at Box 486, Indian Head, Fayette County, Pennsylvania; and

WHEREAS, the Township of Mount Pleasant and the Indian Creek Valley Water Authority are desirous of entering an Agreement whereby the Indian Creek Valley Water Authority shall provide an extension of its public water line into the Township of Mount Pleasant, which water line shall be used as a source of potable water for the residents of the Township of Mount Pleasant; and

WHEREAS, the construction of the aforesaid water line shall be financed by a combination of grant funds, connection and service fees and funds borrowed by the Indian Creek Valley Water Authority; and

WHEREAS, the Indian Creek Valley Water Authority and the Township of Mount Pleasant have agreed upon certain conditions in connection with the installation of the water line and the allocation of the costs thereof; and

WHEREAS, pursuant to the Act of October 9, 1986, P.L. 1439 as amended, it is necessary for the municipal bodies to adopt an Ordinance authorizing the Township of Mount Pleasant to enter into an Intergovernmental Cooperation Agreement for the delegation of the responsibilities with respect to the aforesaid water line.

NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained by the Board of Supervisors of the Township of Mount Pleasant as follows:

SECTION I: That the Supervisors of the Township of Mount Pleasant are authorized to enter into a certain Intergovernmental Cooperation Agreement with the Indian Creek Valley Water Authority for the purpose of establishing the responsibilities for the construction of a certain water line to be constructed within the corporate limits of the Township of Mount Pleasant. A copy of said Intergovernmental Cooperation Agreement is attached hereto, made a part hereof and marked Exhibit "A".

SECTION II: Said Intergovernmental Cooperation Agreement requires that the Indian Creek Valley Water Authority shall undertake the responsibility for the construction of a water distribution system for portions of the Township of Mount Pleasant.

SECTION III: That the said Intergovernmental Cooperation Agreement provides for a joint construction project done by the Indian Creek Valley Water Authority servicing portions of the Township of Donegal, Donegal Borough and portions of the Township of Mount Pleasant.

SECTION IV: Said Agreement provides that the cost of said improvements shall be approximately FOUR MILLION FIVE HUNDRED (\$4,500,000.00) DOLLARS, which shall be funded by grant funds, connection and service fees and funds borrowed by the Indian Creek Valley Water Authority.

SECTION V: Said Agreement further provides that the costs to the residents of the Township of Mount Pleasant shall be paid by a mandatory tap-in charge of ONE THOUSAND (\$1,000.00) DOLLARS for residential 3/4" tap size users and ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS for residential/commercial 1" tap size users, and the cost of larger taps on a cost installed basis. Said Agreement further provides that each property serviced by said water line shall pay a mandatory tap-in fee to the Indian Creek Valley Water Authority at the rate set forth herein or such other rate as shall be established by the Indian Creek Valley Water Authority.

SECTION VI: Said Agreement further provides that each user whether or not they are tapped into the water distribution system shall pay a minimum service fee in amounts established from time to time by the Indian Creek Valley Water Authority for the public water supply provided by the Indian Creek Valley Water Authority.

SECTION VII: Said Agreement further provides for the rights, duties, responsibilities and obligations of the Indian Creek Valley Water Authority and the Township of Mount Pleasant with respect to the acquisition of appropriate rights-of-ways, collection of uniform connection fees and establishment of minimum monthly water rental charges.

SECTION VIII: That the proper officers of the Township of Mount Pleasant are hereby authorized and directed to execute the Intergovernmental Cooperation Agreement, which is attached hereto, made a part hereof and marked Exhibit "A".

SECTION IX: That the said Intergovernmental Agreement is authorized by the Act of October 9, 1986, P.L. 1439 No. 137, Section 1 et seq.

ORDAINED AND ENACTED this 17th day of April,

1995.

TOWNSHIP OF MOUNT PLEASANT

By Raya Mears
Chairman

By Don Scott
Chairman

By Steve W. Embree
Chairman

ATTEST (SEAL)

Raymond E. Jones
Secretary

AGREEMENT FOR WATER SERVICE

MADE THIS 17th day of April, 1995, by and between:

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal body with its principal address at Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "WATER AUTHORITY";

- and -

TOWNSHIP OF MOUNT PLEASANT, WESTMORELAND COUNTY, PENNSYLVANIA, a municipal body with its principal address at Box 158, Mammoth, Westmoreland County, Pennsylvania, hereinafter referred to as "TOWNSHIP".

WITNESSETH:

WHEREAS, Water Authority and Township wish to enter into a contractual relationship whereby Water Authority shall provide an extension of its public water line into Township, which water line shall be used as a source of potable water for the residents of Township; and

WHEREAS, the construction of the aforesaid water line shall be financed by a combination of grant funds, connection and service fees and funds borrowed by Water Authority; and

EXHIBIT "A"

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WHEREAS, Water Authority and Township have agreed upon certain conditions in connection with the installation of the water line and wish to reduce their understanding to writing; and

NOW THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) in hand paid by Township to Water Authority, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF PROJECT

The project contemplated by Water Authority and Township is the installation of approximately seventy-three thousand (73,000) feet of public water line, which water line shall be used as a potable water distribution system for portions of Township and also for the residents of Donegal Borough and Donegal Township, Westmoreland County, Pennsylvania.

2. CONSTRUCTION COSTS

The construction costs for the design and installation of the aforesaid public water system within Township and the other aforesaid municipalities shall be approximately Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00). Said construction costs shall be paid by a combination of grant funds, connection, service fees

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and funds borrowed by Water Authority, the total amount of which and repayment terms for which shall be determined by Water Authority. It is contemplated, however, that a major portion of the construction funds shall be provided by a loan obtained by Water Authority from Pennsylvania Infrastructure Investment Authority ("PennVest").

3. OBLIGATIONS OF TOWNSHIP

In addition to other obligations of Township hereunder, Township hereby grants to Authority the following rights:

A. The right of first refusal to provide municipal sewage services for all properties situate within Township where Water Authority has installed water service lines; and

B. The exclusive appointment of Water Authority as the supplier of public water for all properties within designated areas in Township mutually designated in writing by Township and Water Authority. The initial area so designated is set forth in Exhibit "A" attached hereto.

4. OBLIGATIONS OF WATER AUTHORITY

Water Authority shall be responsible to Township for the following matters:

A. Construction of a system adequate to provide a source of public potable water to those areas of Township which Water Authority and Township mutually agree

to service; and

B. Assessment of a uniform rate for water service consistent with rates charged by Water Authority to its other customers; provided, however, that nothing herein shall restrict the right of Water Authority, to the extent permitted by law, to charge additional rates for water service provided within Township so long as said rates are reasonably justified by Water Authority as recovery for additional costs incurred in providing water service to Township; and

C. That in the event the Water Authority requires an easement or right-of-way for the installation of said water lines which can only be obtained by the exercise of the Right of Eminent Domain, the Water Authority shall exercise said power of Eminent Domain and shall bear all the costs of said Eminent Domain including but not limited to the cost of filing, posting of the appropriate condemnation bonds, payment of damages and interest thereon. If the power of Eminent Domain is exercised by the Water Authority, any costs associated therewith shall be considered as a total project cost and shall not be assessed against the Township of Mount Pleasant in the event Eminent Domain action is required within the corporate limits of the Township of Mount Pleasant. Notwithstanding this subparagraph, if the power of the Water Authority to exercise a right of Eminent Domain as legislatively limited or terminated, then in that event, Township shall acquire by eminent domain needed property interests within its boundaries, the cost of which acquisition shall be mutually agreed upon by Water

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Authority and Township.

5. MANDATORY TAP-IN AND SERVICE

Township shall enact and enforce ordinances, rules and regulations required to ensure that all present and future citizens of the Township whose properties have improvements thereon and which abut on the distribution lines of Water Authority shall be required to pay a mandatory tap-in fee in such amounts determined from time to time by Water Authority. Currently, the mandatory tap-in fees established by Water Authority are One Thousand and 00/100 Dollars (\$1,000.00) for residential 3/4" tap size users, One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) for residential/commercial 1" tap size users, and the cost of larger taps on a cost installed basis.

It is further understood that all present and future citizens of the Township whose properties have improvements thereon and which abut the distribution lines of the Water Authority shall be required whether or not they tap-in to the water distribution system to pay a minimum service fee in amounts established from time to time by the Water Authority for the public water supply provided by the Water Authority. In addition, the Water Authority may institute a temporary surcharge to recover for additional costs incurred in providing water service to the Township.

In addition, Township shall pay to Water Authority the cost of maintaining fire

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hydrants on the system, subject to the billing schedule of the Water Authority.

6. CONDITIONS PRECEDENT

The parties agree that the obligations of Water Authority under the terms of this Agreement are expressly subject to the following conditions precedent, the failure of any one of which shall terminate all liability of Water Authority under the terms hereof:

A. Water Authority shall secure financing which it subjectively deems sufficient and reasonable to construct the facilities within the project service area; and

B. Township shall obtain the consent and joinder of any and all other municipal authorities and agencies which shall be required to guarantee that Water Authority shall be the exclusive provider of public water to the mutually designated areas of Township and selected by Township and Water Authority; and

C. Agreements acceptable to Water Authority shall be executed by and between Water Authority and Donegal Borough and Donegal Township for the installation of all water lines within those municipalities.

7. ADDITIONAL ACTIONS

Township agrees that it shall complete all other actions and execute all other documents reasonably required by Water Authority to complete the project hereinbefore defined.

8. CONFIRMATIONS

Water Authority and Township each by execution hereof confirm that the actions required by the terms hereof have been approved by their respective governing bodies and that resolutions approving and authorizing the execution of this Agreement are properly on file in the respective offices of each party hereto.

9. ADDITIONAL EXPANSION

Township agrees by execution hereof that the terms of this Agreement, including but not limited to the provisions relating to mandatory tap-ins and minimum service fees, shall apply not only to the project hereinbefore described, but also to any additional projects established by Water Authority within the Township.

10. MISCELLANEOUS

A. This Agreement represents the entire understanding by and between the parties hereto and may not be altered or amended other than by a writing signed by both parties and attached hereto; and

B. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; and

C. Township agrees that the Rules and Regulations of Water Authority now in effect and all amendments and additions thereto shall be binding upon all Borough

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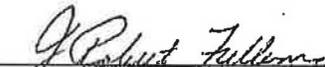
residents who become customers of Water Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers the day and year first above mentioned.

ATTEST:

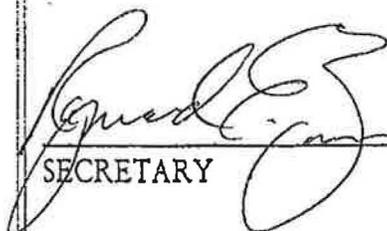
INDIAN CREEK VALLEY
WATER AUTHORITY


FRED BROWN
SECRETARY
(CORPORATE SEAL)

BY: 
ROBERT FULLEM
CHAIRMAN
"WATER AUTHORITY"

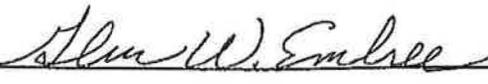
ATTEST:

TOWNSHIP OF MOUNT PLEASANT,
WESTMORELAND COUNTY,
PENNSYLVANIA


SECRETARY

BY: 

BY: 

BY: 

(CORPORATE SEAL)

"TOWNSHIP"

MOUNT PLEASANT TOWNSHIP SUPERVISORS

Westmoreland County
Box 158, Mammoth, Pennsylvania 15664
Phone: (412) 423-5653

April 28, 1995

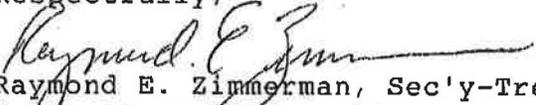
R. Kerry Witt
Box 486
Indian Head, Pa. 15446

Dear Mr. Witt:

Enclosed please find an executed copy of Ordinance No. 110 and related agreement for water service with Indian Creek Water Authority.

If you have any questions, please feel free to contact me.

Respectfully,


Raymond E. Zimmerman, Sec'y-Treas.
Mount Pleasant Township

REZ:blm

BOROUGH OF DONEGAL

ORDINANCE NO. 5-2-95

ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE INDIAN CREEK VALLEY WATER AUTHORITY APPROVING AND AUTHORIZING INSTALLATION, MAINTENANCE AND EXPANSION OF POTABLE WATER SERVICE FACILITIES IN THE BOROUGH OF DONEGAL, WITH FURTHER PROVISION FOR THE ALLOCATION OF RIGHTS, DUTIES AND COSTS INCIDENT THERETO.

WHEREAS, the Counsel of the Borough of Donegal, Westmoreland County, Pennsylvania, has received a proposal in the form of an Agreement for Water Service from Indian Creek Valley Water Authority for the construction, installation and further expansion of a potable water delivery system by the Indian Creek Valley Water Authority within the Borough of Donegal, for the residents of the Borough of Donegal; and

WHEREAS, in order for the Indian Creek Valley Water Authority to accomplish its proposal, and construct the potable water delivery system within the Borough, the Borough is required to enter into the Agreement for Water Service, attached hereto as Exhibit "A", obligating the Borough to require all present and future owners of property in the Borough, abutting such distribution system, to tap into said distribution system, pay service fees, either for water used or as a minimum service charge, pay tap-in fees and abide by the rules and regulations of such Water Authority, together with amendments and additions thereto, and make such Water Authority exclusive provider of water and sewage services for all properties situate within the Borough; and

WHEREAS, after review of the proposed Agreement for Water Service, and the needs of the residents of the Borough, the Council of the Borough of Donegal believes that the provision of water service to the Borough of Donegal as proposed by said Water Authority, on

the terms set forth in the Agreement for Water Service, will maintain, preserve and further the health, protection and welfare of the residents of the Borough of Donegal.

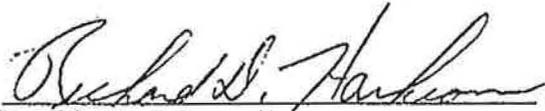
NOW, THEREFORE, the Council of the Borough of Donegal, under the provisions and power granted to it by the Act of the General Assembly of the Commonwealth of Pennsylvania in 1966, February 1, P.L. (1965), No. 581, § 1001, as amended 1967, December 14, P.L. 725, § 1; 1973, October 12, P.L. 289, No. 85, § 1, imd. effective; 1985, October 31, P.L. 292, No. 67, § 1, imd. effective, and the Act of October 9, 1986, P.L. 1439 No. 137, § 1 et seq., and the amendments and supplements thereto, does hereby ordain and authorize the execution of an intergovernmental cooperation agreement, titled Agreement for Water Service, which is attached hereto, made a part hereof and marked Exhibit "A", between the Borough of Donegal and Indian Creek Valley Water Authority, hereinafter called "Authority", for the installation, construction, maintenance and expansion of a potable water delivery system within the Borough, being for the benefit of the residents of the Borough, owned by the Water Authority, and financed by a combination of grant funds, connection and service fees and funds borrowed by the Authority. The residents of the Borough of Donegal will be obligated to abide by the rules and regulations, as amended from time to time, of the Authority, with respect to the use, operation, maintenance, installation, and expansion of such potable water delivery system, to tap into such system all residential and commercial structures on premises abutting the water delivery system, to pay for water used from time to time, and to pay minimum service fees when water is not used for abutting property with improvements from the water distribution system. The Borough and the Authority must discharge their respective obligations, duties, rights, and responsibilities as set forth in the Agreement for Water Service pertaining to the acquisition of appropriate rights-of-ways, collection of uniform connection fees and establishment of minimum monthly water rental charges; and

IT IS FURTHER ORDAINED that the Authority shall be the exclusive provider of sewage disposal in the Borough of Donegal, and the Borough officers shall be required to obtain and deliver to Authority appropriate consents to the exclusive right of Authority to provide water service and sewage service within the Borough; and

THE ACTION OF THE COUNCIL of the Borough of Donegal, Westmoreland County, Pennsylvania, is taken for the purpose of providing for the maintenance, preservation and furtherance of the health, protection and welfare of the residents of the Borough of Donegal, which will be better served and met by the execution of the Agreement for Water Service, being an intergovernmental cooperation agreement, by the proper officers of the Borough of Donegal, hereby authorized.

ORDAINED AND ENACTED this 2nd day of May, 1995.

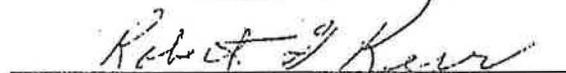
BOROUGH OF DONEGAL

By 
President of Council

ATTESTING:


Secretary

APPROVED this 2nd day of May, A.D. 1995.


Mayor of the Borough of Donegal

AGREEMENT FOR WATER SERVICE

MADE THIS _____ day of _____, 1995, by and between:

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal body with its principal address at Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "WATER AUTHORITY";

- and -

BOROUGH OF DONEGAL, WESTMORELAND COUNTY, PENNSYLVANIA, a municipal body with its principal address at Box 200, Donegal, Westmoreland County, Pennsylvania, hereinafter referred to as "BOROUGH".

WITNESSETH:

WHEREAS, Water Authority and Borough wish to enter into a contractual relationship whereby Water Authority shall provide an extension of its public water line into Borough, which water line shall be used as a source of potable water for the residents of Borough; and

WHEREAS, the construction of the aforesaid water line shall be financed by a combination of grant funds, connection and service fees and funds borrowed by Water Authority; and

EXHIBIT "A"

WHEREAS, Water Authority and Borough have agreed upon certain conditions in connection with the installation of the water line and wish to reduce their understanding to writing; and

NOW THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) in hand paid by Borough to Water Authority, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF PROJECT

The project contemplated by Water Authority and Borough is the installation of approximately seventy-three thousand (73,000) feet of public water line, which water line shall be used as a potable water distribution system for portions of Borough and also for the residents of Donegal Township and Mount Pleasant Township, Westmoreland County, Pennsylvania.

2. CONSTRUCTION COSTS

The construction costs for the design and installation of the aforesaid public water system within Borough and the other aforesaid municipalities shall be approximately Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00). Said construction costs shall be paid by a combination of grant funds, connection, service fees and funds

borrowed by Water Authority, the total amount of which and repayment terms for which shall be determined by Water Authority. It is contemplated, however, that a major portion of the construction funds shall be provided by a loan obtained by Water Authority from Pennsylvania Infrastructure Investment Authority ("PennVest").

3. OBLIGATIONS OF BOROUGH

In addition to the aforesaid obligation of Borough to guarantee funding secured to pay construction costs, Borough hereby grants to Authority the following rights:

- A. The right of first refusal to provide municipal sewage services for all properties situate within Borough; and
- B. The exclusive appointment of Water Authority as the supplier of public water for all properties within Borough.

4. OBLIGATIONS OF WATER AUTHORITY

Water Authority shall be responsible to Borough for the following matters:

- A. Construction of a system adequate to provide a source of public potable water to those areas of Borough which Water Authority and Borough mutually agree to service; and
- B. Assessment of a uniform rate for water service consistent with rates charged by Water Authority to its other customers; provided, however, that nothing herein shall

restrict the right of Water Authority, to the extent permitted by law, to charge additional rates for water service provided within Borough so long as said rates are reasonably justified by Water Authority as recovery for additional costs incurred in providing water service to Borough; and

C. That in the event the Water Authority requires an easement or right-of-way for the installation of said water lines which can only be obtained by the exercise of the Right of Eminent Domain, the Water Authority shall exercise said power of Eminent Domain and shall bear all the costs of said Eminent Domain including but not limited to the cost of filing, posting of the appropriate condemnation bonds, payment of damages and interest thereon. If the power of Eminent Domain is exercised by the Water Authority, any costs associated therewith shall be considered as a total project cost and shall not be assessed against the Borough of Donegal in the event Eminent Domain action is required within the corporate limits of the Borough of Donegal. Notwithstanding this subparagraph, if the power of the Water Authority to exercise a right of Eminent Domain as legislatively limited or terminated, then in that event, Borough shall acquire by eminent domain needed property interests within its boundaries, the cost of which acquisition shall be mutually agreed upon by Water Authority and Borough.

5. MANDATORY TAP-IN AND SERVICE

Borough shall enact and enforce ordinances, rules and regulations required to

ensure that all present and future citizens of the Borough whose properties have improvements thereon and which abut on the distribution lines of Water Authority shall be required to pay a mandatory tap-in fee in such amounts determined from time to time by Water Authority. Currently, the mandatory tap-in fees established by Water Authority are One Thousand and 00/100 Dollars (\$1,000.00) for residential 3/4" tap size users, One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) for residential/commercial 1" tap size users, and the cost of larger taps on a cost installed basis.

It is further understood that all present and future citizens of the Borough whose properties have improvements thereon and which abut the distribution lines of the Water Authority shall be required whether or not they tap-in to the water distribution system to pay a minimum service fee in amounts established from time to time by the Water Authority for the public water supply provided by the Water Authority. In addition, the Water Authority may institute a temporary surcharge to recover for additional costs incurred in providing water service to the Borough.

In addition, Borough shall pay to Water Authority the cost of maintaining fire hydrants on the system, subject to the billing schedule of the Water Authority.

6. CONDITIONS PRECEDENT

The parties agree that the obligations of Water Authority under the terms of this

Agreement are expressly subject to the following conditions precedent, the failure of any one of which shall terminate all liability of Water Authority under the terms hereof:

A. Water Authority shall secure financing which it subjectively deems sufficient and reasonable to construct the facilities within the project service area; and

B. Borough shall obtain the consent and joinder of any and all other municipal authorities and agencies which shall be required to guarantee that Water Authority shall be the exclusive provider of public water to Borough; and

C. Agreements acceptable to Water Authority shall be executed by and between Water Authority and Donegal Township and Mount Pleasant Township for the installation of all water lines within those municipalities.

7. ADDITIONAL ACTIONS

Borough agrees that it shall complete all other actions and execute all other documents reasonably required by Water Authority to complete the project hereinbefore defined.

8. CONFIRMATIONS

Water Authority and Borough each by execution hereof confirm that the actions required by the terms hereof have been approved by their respective governing bodies and that resolutions approving and authorizing the execution of this Agreement are properly

on file in the respective offices of each party hereto.

9. ADDITIONAL EXPANSION

Borough agrees by execution hereof that the terms of this Agreement, including but not limited to the provisions relating to mandatory tap-ins and minimum service fees, shall apply not only to the project hereinbefore described, but also to any additional projects established by Water Authority within the Borough.

10. MISCELLANEOUS

A. This Agreement represents the entire understanding by and between the parties hereto and may not be altered or amended other than by a writing signed by both parties and attached hereto; and

B. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; and

C. Borough agrees that the Rules and Regulations of Water Authority now in effect and all amendments and additions thereto shall be binding upon all Borough residents who become customers of Water Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers the day and year first above mentioned.

ATTEST:

INDIAN CREEK VALLEY
WATER AUTHORITY

Fred Brown
FRED BROWN
SECRETARY
(CORPORATE SEAL)

BY: *J. Robert Fullem*
J. ROBERT FULLEM
CHAIRMAN
"WATER AUTHORITY"

ATTEST:

BOROUGH OF DONEGAL, WESTMORELAND
COUNTY, PENNSYLVANIA

Sarah J. Harrison
SECRETARY
(CORPORATE SEAL)

BY: *Richard D. Harrison*
COUNCIL PRESIDENT
"BOROUGH"

**INTERCONNECT AGREEMENT BETWEEN
PLEASANT VALLEY WATER AUTHORITY
AND INDIAN CREEK VALLEY WATER AUTHORITY**

THIS AGREEMENT entered into this 25 day of SEPTEMBER,
1998, by and between:

PLEASANT VALLEY WATER AUTHORITY, of Fayette County,
Pennsylvania, a municipal authority organized and existing under the laws of the
Commonwealth of Pennsylvania, and hereinafter referred to as "PVWA";

AND

INDIAN CREEK VALLEY WATER AUTHORITY, of Fayette County,
Pennsylvania, a municipal authority organized and existing under the laws of the
Commonwealth of Pennsylvania, and hereinafter referred to as "ICVWA".

WITNESSETH, that for and in consideration of the mutual covenants hereinafter
contained, the parties hereto agree as follows:

FIRST: PVWA will take water from ICVWA at connections to be
constructed in the approximate location of a fire hydrant near Nicholson's junk yard in
Saltlick Township along Clinton Road, Fayette County, Pennsylvania, and at the Saltlick
Township/Bullskin Township line on Quail Hill, Fayette County, Pennsylvania. PVWA
will pay for the cost of such interconnections and also for the cost and installation of the



necessary meter vaults. The meter vaults shall be installed near the Saltlick Township/Bullskin Township boundary line. The meter vaults shall be maintained by PVWA.

SECOND: Both ICVWA and PVWA and their representatives shall have the right to enter upon the premises of the meter locations at any time for the purposes of testing or inspecting the meters or making such tests or inspections as either may deem necessary, and each shall have the right to attach any testing device or use any means which either may elect to ascertain the condition of service pipe or other facilities and the uses made of the same. The meter or meters required for this interconnection shall be provided by and maintained by PVWA, and shall be six (6) inch compound meter type as manufactured by Sensus Technologies, Inc. or others with written permission by ICVWA. All meters installed shall be inspected and tested for accuracy either by the manufacturer thereof or by a designated agent of the manufacturer once every twenty-four (24) months and the cost of said inspection and testing shall be paid by PVWA. If the accuracy of any tested meter varies by five (5) percent or more, the meter shall be immediately replaced with an accurate meter by and at the expense of PVWA. If a meter is temporarily removed for service, the line controlled by the meter and all bypass lines shall be closed until written permission is received from ICVWA to use the line.

THIRD: ICVWA will sell to PVWA and PVWA will purchase from ICVWA a supply of water not to be in excess of Fifty Thousand (50,000) gallons per day. No changes may be made in this limitation except by mutual agreement of the parties hereto and a new or supplemental written contract shall be executed by both parties hereto to cover any such change before such change may become effective. It is expressly understood and agreed that ICVWA shall be under no obligation whatsoever to provide

quantities of water in excess of fifty thousand (50,000) gallons per day to PVWA during the term of this Agreement; provided, however, that in the event ICVWA for an emergency or any other reason elects to so provide additional water, then in that event, PVWA shall pay for all additional quantities of water so provided at the rates and according to the terms herein provided.

FOURTH: Water service shall be furnished by ICVWA and taken and paid for by PVWA at the rate of Four and 00/100 Dollars (\$4.00) per thousand (1,000) gallons of water received plus a minimum monthly capacity charge of One Hundred Sixty and 00/100 Dollars (\$160.00). It is the intent of ICVWA to maintain the rate at Four and 00/100 Dollars (\$4.00) per thousand (1,000) gallons and the minimum monthly capacity charge of One Hundred Sixty and 00/100 Dollars (\$160.00) for so long as ICVWA determines that it is possible and practical to do so. PVWA specifically acknowledges that ICVWA shall have the right to increase its water rates at any time without the approval of PVWA; provided, however that ICVWA shall give PVWA at least ninety (90) days prior written notice of any increase. ICVWA shall bill PVWA monthly for the water sold to PVWA under the terms of this Agreement, and PVWA shall pay for said water within twenty (20) days of the issuance of each statement. Statement issuance date is hereby established as the twentieth (20) day of each month unless changed by ICVWA by written notification to PVWA. All late payments made by PVWA shall include interest at the rate of one and one-half (1-1/2) percent for each month or part thereof that any payment is past due.

FIFTH: The areas of PVWA contemplated to be served by this Agreement are the Slonecker Hill and Quail Hill areas of Bullskin Township.

SIXTH: PVWA agrees to install a water transmission line from the interconnect point described above along Clinton Road to the Saltlick Township/Bullskin Township line as set forth in the drawing attached hereto and made a part of this Agreement. Said water transmission line shall be continued from the Saltlick Township/Bullskin Township line to such other locations in Bullskin Township as PVWA deems necessary or desirable; provided, however, that construction of all such water line extensions shall not be started until prior written approval of the destination and specifications therefrom have been approved by ICVWA. Such written approval shall not be unreasonably withheld by ICVWA. At the completion of the construction project, PVWA agrees to transfer to ICVWA that portion of the water transmission line extending from the interconnection point described above to the metering vault, said transmission line thereafter to become the property of ICVWA and to be subject to their use and maintenance.

SEVENTH: ICVWA shall not be responsible for any claims for damages due to shortage of water nor for failure of the operation of any equipment owned or installed by PVWA.

EIGHTH: This Agreement shall become effective upon the execution thereof and shall continue in effect thereafter for a period of twenty (20) years. This Agreement shall thereafter continue in effect unless terminated by either party giving six (6) months advance written notice of termination to the other party hereto. All the terms, conditions, rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns, provided however, that PVWA may not assign or transfer its rights hereunder without the prior written approval of ICVWA.

NINTH: ICVWA has the right to discontinue or disconnect said service pipe and terminate this Agreement upon six (6) months written notice for failure to pay any bill when due or for any violation of any of the terms and conditions of this Agreement. Additionally, ICVWA shall have the right to shut off all or any part of its plant and discontinue the service temporarily when deemed necessary by ICVWA for the purpose of making any repairs, alterations or additions and such right may be exercised upon two (2) days notice to PVWA. In the event of an emergency, ICVWA may discontinue the service temporarily without notice, provided that ICVWA agrees to notify PVWA of such emergency/temporary water interruption as quickly as possible so PVWA can notify its customers.

TENTH: PVWA shall submit to ICVWA which shall review and approve in writing the design of the interconnect facilities added to the system under the terms of this Agreement. All facilities installed on ICVWA's system including all metering vaults shall conform with ICVWA's Rules and Regulations and with all applicable State and Federal rules and regulations now existing and hereafter established.

ELEVENTH: PVWA shall install and maintain at its cost, backflow prevention at all metering vault facilities and other locations deemed necessary by ICVWA, and shall provide annually for testing of all backflow prevention devices and shall provide written certification annually to ICVWA that said backflow prevention devices are working appropriately. In addition, PVWA, at its sole cost and expense, shall be responsible for all rights-of-way required for the proper installation and maintenance of all facilities necessary to complete the interconnection described in this Agreement on ICVWA's system. In addition, PVWA, at its sole cost and expense, shall supply and maintain all meters required for all the said interconnect facilities.

TWELFTH: PVWA shall indemnify and hold harmless ICVWA against the claims of any entities or individuals based upon an assertion that the quantity of water provided by ICVWA to customers in the service area of PVWA are inadequate.

THIRTEENTH: PVWA will be responsible, at its sole expense, for making application and obtaining any water allocation permits required by any State or Federal regulatory agencies to implement the terms of this Agreement.

FOURTEENTH: PVWA shall be responsible for pressure regulation for all water lines which extend beyond where the ICVWA line(s) interconnect with the line of PVWA.

FIFTEENTH: Upon completion of construction and before distribution facilities are turned over to ICVWA, PVWA shall subject that section of the distribution facilities to be turned over to ICVWA to a hydrostatic test as specified by the ICVWA's standard testing procedure for same. In addition, PVWA shall warranty the installation of distribution facilities being turned over to ICVWA from mechanical defect for a period of two (2) years from completion of construction and issuance of written acceptance by ICVWA.

SIXTEENTH: This contents of this Agreement shall be binding for the two (2) interconnects described herein and for any additional interconnects constructed in the future, provided a written supplemental acknowledgment of additional interconnect is approved by the parties herein mentioned.

IN WITNESS WHEREOF, the parties have hereunto set their corporate seals, duly attested by their proper officers, the day and year first above

ATTEST:

PLEASANT VALLEY WATER AUTHORITY

James Hogan
SECRETARY
(SEAL)

BY: *William J. Ethington*
CHAIRMAN
"PVWA"

ATTEST:

INDIAN CREEK VALLEY
WATER AUTHORITY

Fred Brown
SECRETARY
(SEAL)

BY: *J. Robin Fullum*
CHAIRMAN
"ICVWA"

90 Day Notice of Rate Increase

SUPPLEMENTAL ACKNOWLEDGMENT OF ADDITIONAL INTERCONNECT NO.1 INTERCONNECT AGREEMENT BETWEEN PLEASANT VALLEY WATER AUTHORITY AND INDIAN CREEK VALLEY WATER AUTHORITY

THIS AGREEMENT entered into this 21st day of Feb

2005, by and between:

PLEASANT VALLEY WATER AUTHORITY, of Fayette County, Pennsylvania, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, and hereinafter referred to as "PVWA";

AND

INDIAN CREEK VALLEY WATER AUTHORITY, of Fayette County, Pennsylvania, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, and hereinafter referred to as "ICVWA".

WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

FIRST: PVWA will establish an interconnect facility and will take water from

ICVWA at a connection along Laws Road, located in Bullskin Township, Fayette County, Pennsylvania (the "Facility"). The Facility is being installed at the request and expense of Better Materials Corporation, 2200 Springfield Pike, Connellsville, Pennsylvania 15425, hereinafter referred to as "BMC", pursuant to an agreement between PVWA and BMC dated May 6, 2004, for the benefit of service to the property of Robert Keith Romesburg, et al., as well as future customers.

SECOND: The areas of Bullskin Township contemplated to be served by this Agreement are Rich Hill and Laws Roads in Bullskin Township, Fayette County, Pennsylvania. A set of the plan drawings as provided by PVWA is attached hereto and is made a part hereof.

THIRD: PVWA agrees to install a water transmission line from the current terminus of ICVWA's system to an interconnect point which shall be a mainline valve, located within the Laws Road public right-of-way, immediately before an interconnect metering vault. This interconnect point shall separate ownership and control of the Facility. Upon completion of construction and required testing, PVWA agrees to transfer to ICVWA that portion of the Facility extending from the current terminus of ICVWA's system to the interconnect point, and thereafter such portion of the Facility so transferred shall be the property of ICVWA and shall be subject to its exclusive control and ownership.

FOURTH: The meter or meters required for the interconnection contemplated by this Agreement shall be provided by and maintained as specified in the interconnect

agreement between PVWA and ICVWA dated September 28, 1998, a copy of which is attached hereto. The monthly service fee for metered water and capacity provided to the interconnect contemplated by this Agreement shall be calculated and charged in accord with the terms and rates included in the aforesaid agreement dated September 28, 1998.

All the terms and conditions of the September 28, 1998 Agreement are incorporated herein by reference and made part hereof; provided, however, that any terms and conditions included herein which are inconsistent with or differ from any terms included in the aforesaid agreement dated September 28, 1998, shall be given effect as if such inconsistent or different terms originally had been included in the agreement dated September 28, 1998.

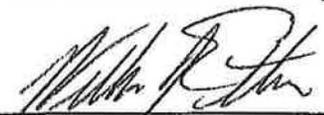
IN WITNESS WHEREOF, the parties have hereunto set their hands and corporate seals, duly attested by their proper officers, the day and year first above written.

ATTEST:



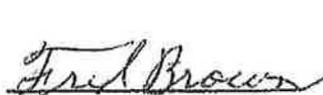
SECRETARY
(SEAL)

PLEASANT VALLEY WATER AUTHORITY

BY: 

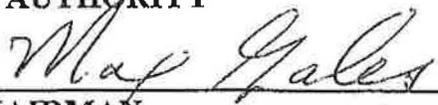
CHAIRMAN
"PVWA"

ATTEST:



SECRETARY
(SEAL)

INDIAN CREEK VALLEY
WATER AUTHORITY

BY: 

CHAIRMAN
"ICVWA"

TOWNSHIP OF STEWART
FAYETTE COUNTY, PENNSYLVANIA
ORDINANCE NO. 20

AN ORDINANCE OF THE TOWNSHIP OF STEWART, FAYETTE COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE INDIAN CREEK VALLEY WATER AUTHORITY FOR THE PURPOSE OF ENTERING INTO A CONTRACTUAL RELATIONSHIP WHEREBY THE INDIAN CREEK VALLEY WATER AUTHORITY SHALL PROVIDE AN EXTENSION OF ITS PUBLIC WATER SYSTEM INTO THE TOWNSHIP OF STEWART, WHICH SAID WATER SYSTEM SHALL BE USED AS A SOURCE OF POTABLE WATER FOR THE RESIDENTS OF THE TOWNSHIP; SAID INTERGOVERNMENTAL COOPERATION AGREEMENT PROVIDING FOR THE ALLOCATION OF RIGHTS, DUTIES AND RESPONSIBILITIES FOR THE CONSTRUCTION, INSTALLATION AND COSTS OF SAID WATER SYSTEM AND THE ALLOCATION OF COSTS THEREOF.

WHEREAS, the Township of Stewart is a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Indian Creek Valley Water Authority is a municipal body organized and existing as a Municipal Authority under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township of Stewart and the Indian Creek Valley Water Authority are desirous of entering into an Agreement whereby the Indian Creek Valley Water Authority shall provide an extension of its public water system into the Township of Stewart, which water system shall be used as a source of potable water for the residents of the Township of Stewart; and

WHEREAS, the construction of the aforesaid water system shall be financed by a combination of grant funds, connection and service fees and funds borrowed by the Indian Creek Valley Water Authority; and

WHEREAS, the Indian Creek Valley Water Authority and the Township of Stewart have agreed upon certain conditions in connection with the installation of the water system and the allocation of costs thereof; and

WHEREAS, pursuant to the Act of October 9, 1986, P.L. 1439 as amended, it is necessary for the municipal bodies to adopt an Ordinance authorizing the Township of Stewart to enter into an Intergovernmental Cooperation Agreement for the delegation of the responsibilities with respect to the aforesaid water system.

NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained by the Board of Supervisors of the Township of Stewart as follows:

SECTION I: That the Supervisors of the Township of Stewart are authorized to enter into a certain Intergovernmental Cooperation Agreement with the Indian Creek Valley Water Authority for the purpose of establishing the responsibilities for the construction of a certain water system to be constructed within the limits of the Township of Stewart. A copy of said Intergovernmental Cooperation Agreement is attached hereto, made a part hereof and marked Exhibit "A".

SECTION II: Said Intergovernmental Cooperation Agreement requires that the Indian Creek Valley Water Authority shall undertake the responsibility for the construction of a water distribution system for portions of the Township of Stewart.

SECTION III: Said Intergovernmental Cooperation Agreement provides that the cost of said improvements shall be approximately THREE MILLION DOLLARS (\$3,000,000), which shall be funded by a combination of grant funds, connection and service fees and funds borrowed by the Indian Creek Valley Water Authority.

SECTION IV: Said Intergovernmental Cooperation Agreement further provides that the costs to the residents of the Township of Stewart shall be paid by a mandatory tap-in charge and a monthly service fee. Said tap-in charge and monthly service fee to be to be in accordance with the fee schedule as set by the Indian Creek Valley Water Authority.

SECTION V: Said Intergovernmental Cooperation Agreement further provides that for each tap installed, the property owner, whether or not they are connected and using the water distribution system, shall pay a minimum service fee in the amounts established from time to time by the Indian Creek Valley Water Authority for the public water supply provided by the Indian Creek Valley Water Authority.

SECTION VI: Said Intergovernmental Cooperation Agreement further provides for the rights, duties, responsibilities and obligations of the Indian Creek Valley Water Authority

and the Township of Stewart with respect to the acquisition of appropriated rights-of-ways, collection of uniform fees and establishment of charges.

SECTION VII: Said Intergovernmental Cooperation Agreement is authorized by the Act of October 9, 1986, P.L. 1439 No. 137, Section 1 et seq.

SECTION VIII: That the proper officers of the Township of Stewart are hereby authorized and directed to execute the Intergovernmental Cooperation Agreement, which is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 15 day of August, 2002.

TOWNSHIP OF STEWART

By *W. Dale Leonard*

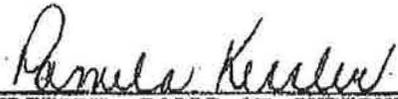
Chairman

ATTEST (SEAL)

Samela Keeler

Secretary

I hereby certify that the foregoing is a true and correct copy of an Ordinance of the Board of Supervisors of Stewart Township, Fayette County, Pennsylvania, duly enacted by the Supervisors of said Township at a meeting held on the 15 day of August, 2002.



SECRETARY, BOARD OF SUPERVISORS
OF STEWART TOWNSHIP

AGREEMENT FOR WATER SERVICE

MADE THIS 18th day of September, 2000, by and between:

INDIAN CREEK VALLEY WATER AUTHORITY, a municipal body with its principal address at Box 486, Indian Head, Fayette County, Pennsylvania, hereinafter referred to as "WATER AUTHORITY";

- and -

TOWNSHIP OF STEWART, FAYETTE COUNTY, PENNSYLVANIA, a municipal body with its principal address at Mill Run, Fayette County, Pennsylvania, hereinafter referred to as "TOWNSHIP".

WITNESSETH:

WHEREAS, Water Authority and Township wish to enter into a contractual relationship whereby Water Authority shall provide an extension of its public water line into Township, which water line shall be used as a source of potable water for the residents of Township; and

WHEREAS, the construction of the aforesaid water line shall be financed by a combination of grant funds, connection and service fees and funds borrowed by Water Authority; and

WHEREAS, Water Authority and Township have agreed upon certain

conditions in connection with the installation of the water line and wish to reduce their understanding to writing; and

NOW THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) in hand paid by Township to Water Authority, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF PROJECT

The project contemplated by Water Authority and Township is the installation of approximately fifty-five thousand (55,000) feet of public water line, which water line shall be used as a potable water distribution system for portions of Township.

2. CONSTRUCTION COSTS

The construction costs for the design and installation of the aforesaid public water system within Township shall be approximately Three Million and 00/100 Dollars (\$3,000,000.00). Said construction costs shall be paid by a combination of grant funds, connection, service fees and funds borrowed by Water Authority, the total amount of which and repayment terms for which shall be determined by Water Authority. It is contemplated,

however, that a major portion of the construction funds shall be provided by a loan obtained by Water Authority from Pennsylvania Infrastructure Investment Authority ("PennVest").

3. OBLIGATIONS OF TOWNSHIP

In addition to the aforesaid obligation of Township to guarantee funding secured to pay construction costs, Township hereby grants to Authority the following rights:

- A. The right of first refusal to provide municipal sewage services for all properties situate within Township; and
- B. The exclusive appointment of Water Authority as the supplier of public water for all properties within Township, located both north and east of the Youghiogheny River.

4. OBLIGATIONS OF WATER AUTHORITY

Water Authority shall be responsible to Township for the following matters:

- A. Construction of a system adequate to provide a source of public potable water to those areas of Township which Water Authority and Township mutually agree to service; and

B. Assessment of a uniform rate for water service consistent with rates charged by Water Authority to its other customers; provided, however, that nothing herein shall restrict the right of Water Authority, to the extent permitted by law, to charge additional rates for water service provided within Township so long as said rates are reasonably justified by Water Authority as recovery for additional costs incurred in providing water service to Township; and

C. That in the event the Water Authority requires an easement or right-of-way for the installation of said water lines which can only be obtained by the exercise of the Right of Eminent Domain, the Water Authority shall exercise said power of Eminent Domain and shall bear all the costs of said Eminent Domain including but not limited to the cost of filing, posting of the appropriate condemnation bonds, payment of damages and interest thereon. If the power of Eminent Domain is exercised by the Water Authority, any costs associated therewith shall be considered as a total project cost and shall not be assessed against the Township of Stewart in the event Eminent Domain action is required within the corporate limits of the Township of Stewart. Notwithstanding this subparagraph, if the power of the Water Authority to exercise a right of Eminent Domain is legislatively limited or terminated, then in that event, Township shall

acquire by eminent domain needed property interests within its boundaries, the cost of which acquisition shall be mutually agreed upon by Water Authority and Township.

5. MANDATORY TAP-IN AND SERVICE

Township shall enact and enforce ordinances, rules and regulations required to ensure that all present and future citizens of the Township whose properties have improvements thereon and which abut on the distribution lines of Water Authority shall be required to pay a mandatory tap-in fee in such amounts determined from time to time by Water Authority. Currently, the mandatory tap-in fees established by Water Authority are One Thousand ^{Two hundred sixty} and 00/100 Dollars (~~\$1,000.00~~) ^(1,250.00) for residential 3/4" tap size users, One Thousand ^{Four} ~~Two~~ Hundred and 00/100 Dollars ^(1,400.00) ~~(1,200.00)~~ for residential/commercial 1" tap size users, and the cost of larger taps on a cost installed basis.

9/16/00
SPC

It is further understood that all present and future citizens of the Township whose properties have improvements thereon and which abut the distribution lines of the Water Authority shall be required whether or not they tap-in to the water distribution system to pay a minimum service fee in amounts established from time to time by the Water Authority for the

public water supply provided by the Water Authority so long as there is any outstanding debt on the system serving the Township. In addition, the Water Authority may institute a temporary surcharge to recover for additional costs incurred in providing water service to the Township.

In addition, Township shall pay to Water Authority the cost of maintaining fire hydrants on the system, subject to the billing schedule of the Water Authority.

6. CONDITIONS PRECEDENT

The parties agree that the obligations of Water Authority under the terms of this Agreement are expressly subject to the following conditions precedent, the failure of any one of which shall terminate all liability of Water Authority under the terms hereof:

A. Water Authority shall secure financing which it subjectively deems sufficient and reasonable to construct the facilities within the project service area; and

B. Township shall obtain the consent and joinder of any and all other municipal authorities and agencies which shall be required to guarantee that Water Authority shall be the exclusive provider of public water to those areas of Township which are both north and east of the

Youghiogheny River.

7. ADDITIONAL ACTIONS

Township agrees that it shall complete all other actions and execute all other documents reasonably required by Water Authority to complete the project hereinbefore defined.

8. CONFIRMATIONS

Water Authority and Township each by execution hereof confirm that the actions required by the terms hereof have been approved by their respective governing bodies and that resolutions approving and authorizing the execution of this Agreement are properly on file in the respective offices of each party hereto.

9. ADDITIONAL EXPANSION

Township agrees by execution hereof that the terms of this Agreement, including but not limited to the provisions relating to mandatory tap-ins and minimum service fees, shall apply not only to the project hereinbefore described, but also to any additional projects established by Water Authority within the Township.

10. MISCELLANEOUS

A. This Agreement represents the entire understanding by and between the parties hereto and may not be altered or amended other than by a writing signed by both parties and attached hereto; and

B. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; and

C. Township agrees that the Rules and Regulations of Water Authority now in effect and all amendments and additions thereto shall be binding upon all Township residents who become customers of Water Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers the day and year first above mentioned.

ATTEST:

**INDIAN CREEK VALLEY
WATER AUTHORITY**



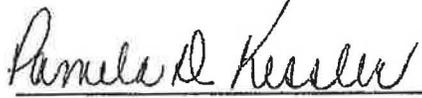
FRED BROWN
SECRETARY
(CORPORATE SEAL)

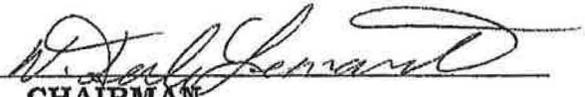
BY: 

J. ROBERT FULLEM
CHAIRMAN
"WATER AUTHORITY"

ATTEST:

**TOWNSHIP OF STEWART,
FAYETTE COUNTY, PENNSYLVANIA**


**SECRETARY
(CORPORATE SEAL)**

BY: 
**CHAIRMAN
"TOWNSHIP"**

SEWAGE SYSTEM RIGHT OF FIRST REFUSAL AGREEMENT

THIS SEWAGE SYSTEM RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made this 15th day of June, 2012 by and among **OHIOPYLE BOROUGH**, a Pennsylvania borough, organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office at 17 Sherman Street, P.O. Box 83, Ohiopyle, Pennsylvania 15470-0083 ("Ohiopyle") and **INDIAN CREEK VALLEY WATER AUTHORITY** a Pennsylvania municipal authority, organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office at 2019 Indian Head Road, Box 486, Indian Head, Pennsylvania 15446 ("ICVWA"). Ohiopyle and ICVWA are sometimes collectively referred to herein individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Ohiopyle and ICVWA agree as follows:

1. Sewage System Right of First Refusal. For a period of twenty (20) years from the date of this Agreement, Ohiopyle agrees that should Ohiopyle, or Ohiopyle's successors, or assigns, at any time, receive an offer to purchase Ohiopyle's public sewage system that supplies sewage services to the public, including, but not limited to all facilities, rights-of way and easements used or useful in providing sewage services to the public ("Sewage System"), or any part of the Sewage System, and desires to accept the offer, or should Ohiopyle at any time make an offer to sell the Sewage System, or any part of the Sewage System, Ohiopyle shall give ICVWA ninety (90) calendar days notice in writing of the offer ("Offer Notice"). ICVWA shall have the first option to purchase the Sewage System or any part of the Sewage System which are the subject of the Offer Notice by giving written notice to Ohiopyle of its intention to purchase within the ninety (90) day period according to the terms and conditions of this Agreement ("Right of First Refusal"). In the event that the Sewage System or any part of the Sewage System set forth in the Offer Notice are not sold for any reason, the Right of First Refusal shall remain in full force and effect for any subsequent offer or offers to sell or purchase.

2. Exercise of Sewage System Right of First Refusal. In the event ICVWA exercises its rights under the Right of First Refusal:

(a) The consideration for purchase of the Sewage System or portion of the Sewage System shall be the fair market value of the Sewage System or portion of the Sewage System on the date that the Right of First Refusal is exercised by ICVWA. ICVWA and Ohiopyle will negotiate in good faith in an attempt to mutually agree on the fair market value of the Sewage System. In the event the fair market value of the Sewage System is established by mutual agreement, it will be binding and conclusive upon ICVWA and Ohiopyle. In the event that no binding and conclusive fair market value of the Sewage System has been established, the fair market value of the Sewage System shall be determined by valuation by an appraiser mutually acceptable to ICVWA and Ohiopyle. In the event ICVWA and Ohiopyle cannot agree on an appraiser, the valuation shall be by three (3)

appraisers. ICVWA shall select one (1) appraiser. Ohiopyle shall select a second appraiser and the two appraisers so selected shall select a third appraiser. The decision of the third appraiser as to the fair market value of the Sewage System shall be final, conclusive and binding on ICVWA and Ohiopyle. The cost of appraisal shall be shared equally by ICVWA and Ohiopyle, irrespective of outcome.

(b) At Settlement (hereinafter defined), Ohiopyle shall sell the Sewage System or portion of the Sewage System free and clear of all liens and encumbrances whatsoever.

(c) The settlement of the purchase price of the Sewage System or portion of the Sewage System to ICVWA shall be made within ninety (90) calendar days from the date of exercise of ICVWA's rights under the Right of First Refusal ("Settlement").

(d) All real estate taxes, if any, respecting the Sewage System or portion of the Sewage System shall be pro-rated as of the day of the Settlement.

(e) All real estate transfer taxes, if any, shall be divided equally between Ohiopyle and ICVWA.

3. Miscellaneous.

3.1 Time Periods. Any time periods provided herein that shall end on a Saturday, Sunday, or legal holiday, shall extend to 5:00 p.m. of the next full business day.

3.2 Counterparts. This Agreement may be executed in any number of identical counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

3.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all other prior and contemporaneous agreements, understandings, representations and warranties, whether oral or written.

3.4 Severability. If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this Agreement, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

3.5 Governing Law. This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the Parties submit to the jurisdiction of the courts of such state.

3.6 Time of the Essence. Time is of the essence in regard to the performance of the duties and obligations of the Parties to this Agreement.

3.7 Notices. All notices, requests and other communications with respect to this Agreement shall be in writing, shall be delivered: (a) by United States certified mail, return receipt requested, postage prepaid, (b) by hand, (c) with a national overnight courier (e.g., UPS, Federal Express, etc.), or (d) by facsimile or email with confirmation of receipt or successful transmission, and shall be addressed as follows:

If intended for ICVWA:
Indian Creek Valley Water Authority
P. O. Box 486, 2019 Indian Head Road
Indian Head, PA 15446
Facsimile: 724-455-2906
E-mail: rkwitt@icvwater.org

with a required copy to:
Watson Mundorff Brooks & Sepic, LLP
720 Vanderbilt Road
Connellsville, PA 15425
Facsimile: 724-626-8886
jillar@wmblaw.com

If intended for Ohiopyle:
Ohiopyle Borough
17 Sherman Street, P.O. Box 83
Ohiopyle, PA 15470-0083
Facsimile: Not Applicable.
E-mail: Not Applicable.

with a required copy to:
Ricardo J. Cicconi, Esquire
45 East Main Street, Suite 100
Uniontown, PA 15401
Facsimile: 724-437-9615
E-mail: Not Applicable.

Each notice or other communication that satisfies the above requirements shall be deemed to have been properly given or delivered: (a) on the fifth (5th) business day after being mailed by United States certified mail, return receipt requested, postage prepaid; (b) on the day when delivered by hand; (c) on the first (1st) business day after being deposited with a national overnight courier; or (d) on the day when transmitted by facsimile or email with confirmation of receipt or successful transmission. A Party to this Agreement may elect to receive notices or communications at a different address, facsimile number, or e-mail address by notifying the other Party in accordance with the preceding requirements.

[SIGNATURE PAGE TO SEWAGE SYSTEM RIGHT OF FIRST REFUSAL AGREEMENT]

IN WITNESS WHEREOF, Ohiopyle and ICVWA have caused this Agreement to be duly executed by their respective authorized signatories as of the date first written above.

WITNESS OR ATTEST:

OHIOPYLE BOROUGH

Patricia A. Mackintosh

BY: *Elizabeth McLarty*

Name: Elizabeth McLarty

Title: President

WITNESS OR ATTEST:

INDIAN CREEK VALLEY WATER AUTHORITY

Fred Brown

BY: *Max Giles*

Name: Max Giles

Title: Chairman

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF FAYETTE :

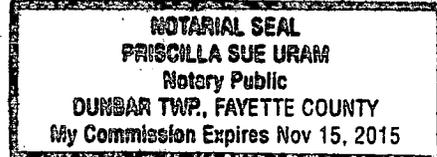
201200008555
Filed for Record in
FAYETTE COUNTY, PA
DAVID G. MALOSKY, RECORDER
06-18-2012 At 08:58 am.
AGREE GEN 19 00
BOOK 3190 PAGE 998

On this, the 15th day of June, 2012, before me, the undersigned officer, personally appeared Elizabeth McCarty, who acknowledged himself to be the President of OHIOPYLE BOROUGH, a Pennsylvania borough, organized and existing under the laws of the Commonwealth of Pennsylvania, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the borough by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Priscilla Sue Uram
NOTARY PUBLIC

My Commission Expires: 11/15/2015



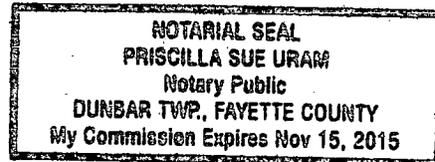
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF FAYETTE :

On this, the 15th day of June, 2012, before me, the undersigned officer, personally appeared Max Allen, who acknowledged himself to be the Chairman of Indian Creek Valley Water Authority, a Pennsylvania municipal authority, organized and existing under the laws of the Commonwealth of Pennsylvania, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the authority by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Priscilla Sue Uram
NOTARY PUBLIC

My Commission Expires: 11/15/2015



I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.

David G Malosky
DAVID G. MALOSKY
RECORDER OF DEEDS



201200008555
MATSON HONDRIFT BROS. & SONS
CHANNESVILLE PA ENV

COPY

SERVICES AGREEMENT

This AGREEMENT made this 15th day of December, 2013 by and between the INDIAN CREEK VALLEY WATER AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 2019 Indian Head Road, Indian Head, Pennsylvania, 15446 (hereinafter referred to as "Authority") and the BOROUGH OF OHIOPYLE, of Fayette County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, with its principal place of business located at 17 Sherman Street, Ohiopyle, Fayette County, Pennsylvania, 15470 (hereinafter referred to as "Borough").

WHEREAS, the Authority owns and operates a public water system within the Borough limits; and

WHEREAS, the Borough owns and operates a public sewer collection and treatment system within the Borough limits; and

WHEREAS, the Borough has established a sewer use and maintenance fee for all of the properties benefitting from the public sewer collection and treatment system within the Borough limits; and

WHEREAS, the Borough is desirous to have the Authority act as a billing and collection agent and to provide water termination service, where applicable, on behalf of the Borough; and

WHEREAS, the Authority is willing to act as a billing and collection agent and to provide water termination service, where applicable, on behalf of the Borough in accordance with the laws of the Commonwealth of Pennsylvania and the terms of this agreement.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions herein contained, the parties intending to be legally bound hereby agree as follows:

Article I

SERVICES TO BE PROVIDED BY AUTHORITY

The AUTHORITY shall perform all services and provide all materials necessary under this agreement and incidental hereto, including all labor and supplies, for the billing and collection of the sewer use and maintenance fees as set by the BOROUGH and applied as follows:

1. Supply and mail all bill forms for regular monthly billing to all properties having water taps that are either installed or are available to the property within the Borough. The bill will contain the amount of current charges, past due amount, penalties, and interest.
2. Supply and mail overdue bills, in addition to, with, or on regular monthly bills, to any past due account for which a penalty has been attached.

3. Provide periodic customer status reports to the Borough for the sewer accounts similar to those currently generated by the Authority for the Authority's water service accounts for the Authority accounts.
4. Provide monthly financial status reports of all moneys collected by the Authority on behalf of the Borough. All funds collected shall be deposited daily into the Authority's non-interest bearing bank account.
5. Reconcile all collected funds daily and remit the total amount collected for each month to the Borough on or before the 15th day after the closing of each calendar month.
6. Provide for water service to be terminated to a water tap account in the event there is a sewer charge delinquency as further defined in this agreement.

Article II

OBLIGATIONS OF THE BOROUGH

1. The Borough hereby designates and approves the Authority as its agent to effectuate its sewer use and maintenance fees policies and to collect sewer use and maintenance fees from Borough accounts and property owners for all billable connections.
2. The Borough will establish the sewer use and maintenance fees for all billable connections to the sewer system and will provide the Authority with a written notice signed by the Council President and Borough Secretary of the established sewer use and maintenance fees. The Borough shall provide the Authority with sixty (60) days advance written notice of the effective date of any change in the sewer use and maintenance fees.
3. The Borough shall be responsible for providing proper notice to all affected customers of the sewer system of any rate change.
4. The Borough shall be responsible for providing the Authority with any change in property ownership or occupancy of any sewer account within five (5) days of receiving notice of any change in such property ownership or occupancy of any sewer account.
5. The Borough shall be responsible for providing the Authority with proper and legal notice to initiate water service termination resulting from any sewer account delinquency.

Article III

TERMINATION OF WATER SERVICE DUE TO DELINQUENT SEWER BILLS

1. To initiate water service termination due to sewer account delinquency, a Borough official or an authorized agent of the Borough shall deliver to the Authority a signed written request for such termination together with the following information and statement:
 - (a) The name, billing address, and account number of the sewer service customer;
 - (b) The service address of the premise for which water service termination is sought;
 - (c) A statement that accrued sewer charges relative to the delinquent account remain unpaid for a period of at least thirty (30) days from the billed due date;
 - (d) A statement that the Borough and/or its agent has fulfilled all applicable notice and procedural steps required of it by all laws, statutes, regulations, ordinances, and other

authorities, including without limitation those mandated by the Water Services Act (53 P.S. Section 3102.101, et seq., as amended, and any successor statutes) and that the Borough and/or its agent has not received written or other information the effect of which is to make water service termination unlawful.

2. Upon receipt of the information specified under Paragraph 1 of Article III hereof, the Authority will promptly prepare and process all applicable notices and procedural steps required by law, statute, regulations, and ordinances to effect the water service termination or will notify the Borough that such procedure cannot be invoked and state the reasons therefore.
3. The Authority may decline to initiate water service termination for any of the following reasons:
 - (a) The nature of the facilities at the involved premises makes service termination impracticable.
 - (b) The Authority receives advice from its legal counsel that water service should not be terminated to the premises, in which event a written notice of explanation would be provided to the Borough.
 - (c) Reasons deemed appropriate and mutually agreed to by the Borough and the Authority.
4. Under circumstances where the Authority initiates water service termination procedures relative to this agreement, it is understood and agreed that the Authority will follow and comply with its own Rules and Regulations, in the current form and as they may be amended from time to time, which are incorporated herein by reference, for delinquent account terminations.
5. The Borough shall conduct all interactions with the involved sewer customer, including without limitation negotiations for payment of arrears and all contact regarding pre-termination through post-termination procedures for dispute resolution. In addition, the Borough shall prepare and deliver to the Authority an information sheet to be attached to the Authority's standard service termination notices, notifying the recipient that inquiry as to the arrears or any dispute relative thereto should be directed to a named representative of the Borough at a given telephone number and that no contact should be made with the Authority. Furthermore, the Borough shall cause its authorized representative to be present at the involved premises at the time of water service termination and at any time when the premises must be visited to effectuate or perform service termination or related procedures. Such representative of the Borough shall exclusively conduct any conversation or other required or necessary interaction with the involved customer, and the Authority shall not be required or asked to interact with the involved customer. The decision whether or not to terminate water service shall be made by the Borough's representative in attendance and the Authority employee(s) will exclusively rely upon such decision.
6. The Borough agrees to save, defend, hold harmless, and indemnify the Authority from any liability that the Authority may incur in performing or attempting to perform water service termination and the procedures therefore in accordance with the terms of this Agreement. The Borough further agrees that it will, at its sole cost and expense, defend and prosecute any action arising out of such performance or attempted performance that is brought

against the Borough, the Authority, or their respective agents or employees. The Authority reserves the right to retain its own counsel and participate independently in such proceedings.

7. Concurrently with the delivery of the written request under Paragraph 1 of Article III hereof, the Borough agrees to pay the Authority any sum or sums of money as set forth in the Schedule attached hereto incorporated herein by reference and marked Exhibit "A." Except as otherwise provided herein, said sum or sums shall constitute payment in full to the Authority and/or its agents for its services hereunder including for mailing required service termination notices, fulfilling required pre-termination procedures, conducting service termination and restoration visits to the involved premises, and completing service termination procedures. The Borough specifically acknowledges that the Authority shall have the right to change/adjust the fees charged for services rendered at any time without the approval of the Borough; provided, however, that the Authority shall give the Borough a minimum of thirty (30) days prior written notice of all rate increases.

Article IV

COMPENSATION

1. For services enumerated in Article I hereof, the Borough shall compensate the Authority with a fee of SEVEN percent (7%) of the gross monthly amount billed by the Authority for all sewer bills and shall be due from the Borough within thirty (30) days of the invoice date. This fee shall be in effect for a period of five (5) years from the date of this Agreement and then shall then be revised as mutually agreed upon by the Borough and Authority.
2. For other service provided, fees to be assessed by the Authority and paid by the Borough shall be as per the Schedule attached. The Borough specifically acknowledges that the Authority shall have the right to change/adjust the fees charged for services rendered at any time without the approval of the Borough; provided, however, that the Authority shall give the Borough a minimum of thirty (30) days prior written notice of all rate increases.

Article V

EFFECTIVE DATES

The term of this contract shall commence on _____ and end when the Authority or the Borough requests termination of this Agreement, provided such notification is given ninety (90) days prior to the requested date of termination.

Article VI

SEVERABILITY

Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any other section of this Agreement.

Article VII

ENTIRE AGREEMENT

This Agreement, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

Article VIII

MISCELLANEOUS

1. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be amended, modified, or supplemented only by the written agreement of the parties.
2. The Borough agrees to provide a copy of its Rules and Regulations governing sewer service to its customers to the Authority upon consummation of this Agreement.
3. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
4. No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate to be construed as a waiver of any future defaults or breaches, whether of a like or different character.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day first written above:

ATTEST:

Fred Brown
Name: Fred Brown
Secretary, ICVWA

Indian Creek Valley Water Authority

By: R Kerry Witt
R. Kerry Witt, Manager

ATTEST:

Patricia A. Nicholson
Name: PATRICIA A. NICHOLSON
Secretary, Ohiopyle Borough

Ohiopyle Borough

By: Enzolette McCarty
Name: Enzolette McCarty
Council President, Ohiopyle Borough

EXHIBIT "A"

Indian Creek Valley Water Authority

Schedule of Fees for Services Rendered

Billing and Collection Agent Service (the following services are provided for the gross percentage fee charged):

- Complete business office staff support for all services rendered relative to regular monthly billing
- Design and supply of monthly bills
- Preparation of monthly sewer bills
- Postage provided for monthly sewer bills
- Counter and mail receipt processing of payments
- Daily accounting and deposit of sewer charge receipts
- Itemized invoicing for services rendered
- Monthly report to Borough of sewer charge receipts
- Quarterly report to Borough of sewer account statements

Water Termination Procedure Charges (Termination process is initiated upon Notice of Termination Request" received from Borough):

- \$5.00 for special mail notice.
- \$2.50 for initial five-day mail notice (single service delivery).
- \$4.00 for initial five-day mail notice (duel, tenant/property owner delivery).
- \$2.50 for follow-up twenty-day mail notice (single service delivery).
- \$4.00 for follow-up twenty-day mail notice (duel, tenant/property owner delivery)
- \$25.00 for site visit to terminate water service.
- \$15.00 for each posting of site due to delinquency or violation.
- \$25.00 for site visit to reactivate water service.
- Base charge for water service by meter size for each month or partial month water service is off relative to sewer charge being delinquent (water account being current).

Other Charges:

- Lien letter status of sewer account to Borough \$10.00
- Lien letter status of sewer account to others on behalf of Borough (issued only upon receipt of authorization by Borough with their lien balance due) \$25.00

EXHIBIT "B"

Borough of Ohiopyle

REQUEST FOR TERMINATION OF WATER SERVICE DUE TO DELINQUENT SEWER BILLS

The Borough has deemed the following sewer service account to be delinquent and subject to termination of sewer service and therefore requests the Indian Creek Valley Water Authority, by prior Agreement, to initiate water service termination due to sewer account delinquency. a Borough official or authorized agent for the Borough shall deliver to the Authority a signed written request for such termination together with the following information and statement:

Property Owner's Name: _____

Mailing Address: _____

Service Address: : _____

Account Number: _____

Current customer account balance due Borough as of (date) _____:

Delinquent monthly service fee - _____

Delinquent arrears due - _____

Special services fee - _____

A statement that the Borough and/or its agent has fulfilled all applicable notice and procedural steps required of it by law, statute, regulations, ordinances and other authorities, including without limitation those mandated by the Sewer and Water Services Act (53 P.S. Section 3102.101, et seq., and any successor statutes) and that the Borough and/or its agent has not received written or other information the effect of which be to make water service termination unlawful.

I, _____ (printed name), being duly authorized by the Borough of Ohiopyle to act on its behalf, do hereby affirm that the Borough and/or its agent has fulfilled all applicable notice and procedural steps required of it by law, statute, regulations, ordinances and other authorities, including without limitation those mandated by the Sewer and Water Services Act (53 P.S. Section 3102.101, et seq., and any successor statutes) and that the Borough and/or its agent has not received written or other information the effect of which be to make water service termination unlawful and certify that the above sewer account with the Borough is delinquent and remains unpaid for a period of at least thirty (30) days from the billed due date. I further request the Indian Creek Valley Water Authority to terminate water service to the above mentioned named service account.

Signed: _____

Date: _____

Agreement

This agreement made and entered into this ~~10th~~^{11th} day of July, 2024, by and between the Municipal Authority of Westmoreland County (MAWC), a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, including but not limited to the Municipality Authorities Act of 1945, as amended, having its principal offices at 124 Park & Pool Rd., New Stanton, Pennsylvania 15672 hereinafter referred to as "MAWC" and Indian Creek Valley Water Authority a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, including but not limited to the Municipality Authorities Act of 1945, as amended, having its principal office at 2019 Indian Head Rd., Indian Head, PA 15446, hereinafter referred to as "Indian Creek".

Whereas, MAWC is the owner of a certain tract or tracts of land situate in Springfield Township, Fayette County, Pennsylvania, more particularly described in a certain Deed from The Mountain Water Supply Company to MAWC dated the 28th day of April, 1966, and recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book Volume 1043, page 1, and;

Whereas, there is a water reservoir situate on said property, and;

Whereas, there is at the present time a water transmission line extending through said property through which raw or untreated water is transmitted; both the reservoir and transmission line being owned by MAWC, and;

Whereas, MAWC and Indian Creek had previously entered into an Agreement dated December 3, 1973 which provided Indian Creek a lease to a certain portion of land adjoining the reservoir aforesaid and in addition thereto, granted to Indian Creek certain additional rights and privileges, namely: (i) the right to withdraw raw water from the present raw water transmission line extending through said land and/or the reservoir constructed thereon; (ii) certain rights of way for ingress and egress for such necessary traffic, whether pedestrian or vehicular, to and from the land leased under this Agreement by Indian Creek; (iii) certain necessary rights of way for a water transmission line to be extended from a connection with the present raw water transmission line belonging to MAWC and/or the afore-mentioned reservoir; and (iv) the right to use a certain lagoon situate on premises owned by MAWC for the discharge of waste materials, if any, from a certain water treatment plant to be erected by Indian Creek on the leased premises, and;

Whereas, Indian Creek has built and continues to operate the treatment plant on the leased property, and;

Whereas, the aforementioned Agreement dated December 3, 1973 had an original term of fifty (50) years and was permitted to expire, and;

Whereas, MAWC and Indian Creek are desirous of entering a new Agreement under similar terms and continuing the lease of the aforementioned premises along with the aforesaid rights and privileges to Indian Creek.

Now, Therefore, in consideration of the mutual covenants hereinafter contained and intending to be legally bound thereby, and in further consideration of the sum of One (\$1.00) Dollar, each to the other in hand paid, the parties do agree as follows:

1. MAWC does hereby demise and let unto Indian Creek all that certain tract of land consisting of approximately two (2) acres as is more particularly bounded and described in Exhibit "1", Parcel "A" hereof to be used and occupied by Indian Creek for the purpose of operating a water treatment plant for the treatment of raw water and all other facilities as are necessary or useful in connection with the processing or distribution of water and for no other purpose, for a term of fifty (50) years beginning July --, 2024, at an annual rental of One (\$1.00) Dollar per year, the first installment of rental to be payable at the time of the signing of this lease.
2. MAWC does hereby grant exclusively to Indian Creek, an exclusive right of way and easement for the duration of the lease herein or any extension or renewal for the purpose of laying, installing, maintaining, repairing, removing, renewing and paralleling a water line together with such valves, meters, and connections as are necessary and proper for effective water distribution in, through, and over lands of MAWC situate in Springfield Township, Fayette County, Pennsylvania, at the location more particularly bounded and described as is set forth in Exhibit "1", Parcel "B" hereof.
3. MAWC grants exclusively unto Indian Creek a right of way or easement for the duration of the lease herein or any extension or renewal thereof for the purpose of ingress and egress to and from the leased premises and the point of connection by Indian Creek to the water transmission line owned by MAWC, said right of way to be of sufficient width for egress and ingress of vehicular traffic to the locations herein set forth, the said right of way to be located as described in Exhibit "1", Parcel "C" hereof, and to be used in common with MAWC.
4. MAWC further grants exclusively unto Indian Creek for the duration of the lease herein or any extension or renewal thereof the right to use the lagoon presently existing on said premises for the purpose of discharging waste materials from the water treatment plant operated by Indian Creek on the leased premises together with any rights of way for a pipe line, trench, or any other method involving the use of land by which said waste material from said treatment plant is conveyed and discharged into said lagoon. The location of this right of way and lagoon are more particularly described and set forth in Exhibit "1", Parcel "D" attached hereto.
5. MAWC agrees that it will sell raw water to Indian Creek in an amount not to exceed one million gallons per day at the schedule of rates as the same may be in effect from time to time during the term and period of this lease or any extension or renewal thereof.
6. Indian Creek agrees that it will pay to Westmorland the sum of One (\$1.00) Dollar per year for the lease of the aforesaid land and the grant of the aforesaid rights and privileges provided that all raw water purchased by Indian Creek shall be purchased at the schedule of rates of Westmorland as the same are in effect from time to time during the term and period of this lease or in the extension of renewal thereof.

7. Indian Creek agrees to maintain the road to and from the plant on the leased premises and shall keep the leased premises in good order and repair.
8. Indian Creek shall indemnify and hold harmless MAWC from and against any and all loss, damage and liability and from any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees of Indian Creek, and from and against any and all damages to property, including loss of use, and including property of MAWC, caused by or arising out of or claimed to have been caused by or to have arisen out of an act or omission of Indian Creek or its agents, servants, workmen, or employees in connection with Indian Creeks use of the demised premises; provided, however, that the foregoing indemnification shall not cover loss, damage, or liability arising from the sole negligence of MAWC, its agents, servants, workmen, or employees; and Indian Creek shall at its own cost and expense defend any such claim, suit, action or proceeding, whether groundless or not, which may be commenced against MAWC by reason thereof or in connection therewith, and Indian Creek shall pay any and all judgements which may be recovered in any such action, claim, proceeding or suit, and defray any and all expenses, including cost and attorney's fees, which may be incurred in or by reason of such actions, claims, proceedings or suits.
9. The parties hereto agree that there may be mutual renewal of this lease and all rights and privileges herein granted but such renewal shall only be accomplished if either party hereto serves written notice on the other party of their intent to renew no later than one (1) calendar year from expiration date of this lease and it is further provided and agreed that if a mutual renewal cannot be accomplished on terms satisfactory to both parties, that this lease shall end upon the expiration date set forth herein and there shall be no holding over of the terms set forth herein and in the event that there is a holding over or continuance of the lease after the expiration date hereof, such holding over shall be considered to be at the sole option of MAWC and can be terminated at any time by written notice to Indian Creek.
10. Indian Creek is responsible for all permits required by the Commonwealth of Pennsylvania, and its agencies, for the proper operation of the treatment plant and discharge of waste from the treatment plant.
11. Except as may be provided hereafter, the parties to this Agreement agree that the lease hold interest and the rights and privileges herein granted are exclusive to Indian Creek and shall cease and this Agreement shall terminate with any transaction that ultimately results in the dissolution of Indian Creek.
12. The parties agree that this Agreement cannot be transferred or assigned without the expressed written approval of both entities.
13. Notwithstanding Paragraph 11 and 12, MAWC irrevocably consents to the transfer of this lease to PA American Water Company contingent upon the payment terms set forth in Paragraph 14.

- 14. If this lease is transferred to PA American Water Company, an annual renewal fee of \$10,000 will be due to MAWC on the transfer date and its anniversary until termination.
- 15. Should the corporate existence of Indian Creek terminate, Indian Creek or its assigns shall be responsible for the demolition of the treatment plant and restoration of the leased premises.

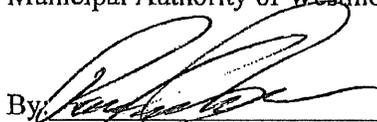
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers, under their respective seals, as of the day and year first above written.

ATTEST:

Municipal Authority of Westmoreland County



Secretary

By: 

Chairman

(Corporate Seal)

ATTEST:

Indian Creek Valley Water Authority

Secretary

By: 

Chairman

(Corporate Seal)

