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March 6, 2026

VIA ELECTRONIC FILING

Matt Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Re: Public Utility Municipal Contract – Agreement of Cooperation between The Allegheny County Sanitary Authority (ALCOSAN) and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to the Spring Garden Grit Chamber Project

Dear Secretary Homsher:

Please be advised that the above-reference Public Utility Municipal Contract (dated February 18, 2026) (“Agreement”) between The Pittsburgh Water and Sewer Authority (“Pittsburgh Water”) and The Allegheny County Sanitary Authority (“ALCOSAN”) was filed with the Commission by Pittsburgh Water on March 6, 2026.

Should you have any questions regarding the enclosed Public Utility Municipal Contract, please contact me at 412-255-2289.

Very truly yours,

/s/ Monica Walaan
Monica Walaan, Esquire
PA Attorney ID. #318624

Enclosures

cc: Darryl Lawrence, Office of Consumer Advocate
NazAarah Sabree, Office of Small Business Advocate
Allison Kaster, Bureau of Investigation and Enforcement

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**SPRING GARDEN GRIT CHAMBER PROJECT
AGREEMENT OF COOPERATION**

THIS SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF COOPERATION (this "Agreement") is made and entered into as of the 18 day of February, 2026 (the "Effective Date") by and between ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623, with its principal offices at 3300 Preble Avenue, Pittsburgh, PA 15233 ("ALCOSAN"), and THE PITTSBURGH WATER AND SEWER AUTHORITY D/B/A PITTSBURGH WATER, a Pennsylvania municipal authority organized and existing under the Municipality Authorities Act, with its principal offices at Penn Liberty Plaza I, Pittsburgh, PA 15222 ("PITTSBURGH WATER") (each of ALCOSAN and PITTSBURGH WATER, a "Party," and together, the "Parties").

RECITALS

WHEREAS, PITTSBURGH WATER operates and maintains collection and conveyance facilities that carry sewage and wastewater from the City of Pittsburgh (the "City") and surrounding municipalities to the ALCOSAN interceptor sewer system and/or a public water distribution system for the purpose of supplying water for ordinary uses within the City and nearby areas;

WHEREAS, ALCOSAN provides wastewater treatment services to 83 communities in the Commonwealth of Pennsylvania, including the City and other communities served by PITTSBURGH WATER;

WHEREAS, certain outfalls discharging to navigable waters are the subject of joint permits held by ALCOSAN and PITTSBURGH WATER;

WHEREAS, ALCOSAN is engaged in the planning, design, and construction of a grit and sediment management facility, one regulator, and one junction structure along the PITTSBURGH

WATER-owned combined sewer along Spring Garden Avenue to reduce sediment from entering ALCOSAN's sewer system (the "Spring Garden Project");

WHEREAS, ALCOSAN has secured funding from the United States Army Corp of Engineers for the Spring Garden Project;

WHEREAS, the design and construction of the Spring Garden Project will be undertaken in accordance with ALCOSAN's plans and specifications (as they may be supplemented and/or revised from time to time, the "Spring Garden Project Documents");

WHEREAS, the construction of the Spring Garden Project will require the cooperation of PITTSBURGH WATER for, among other things as set forth herein, the removal, replacement and/or relocation of certain facilities owned and/or operated by PITTSBURGH WATER;

WHEREAS, PITTSBURGH WATER may, from time to time, request that ALCOSAN agree to undertake the construction of certain betterments to PITTSBURGH WATER's facilities that are impacted by the Spring Garden Project where that construction can be expeditiously and efficiently carried out by ALCOSAN; and

WHEREAS, the construction of any betterments to such PITTSBURGH WATER facilities that ALCOSAN may agree to perform shall be undertaken for the account of PITTSBURGH WATER and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, ALCOSAN and PITTSBURGH WATER, intending to be legally bound hereby, agree as follows:

1. Required Work and Betterments.

a. Required Work.

(i) Except as may otherwise be provided within this Agreement or within the Spring Garden Project Documents, ALCOSAN will remove, replace and, if necessary,

relocate certain existing facilities of PITTSBURGH WATER, including, but not limited to fire hydrants, water lines, and sewer lines (the “Existing Facilities”), as may be required for the completion of the Spring Garden Project, and in accordance with the Spring Garden Project Documents, as the Parties may mutually agree in writing (including by email) from time to time (not subject to the provisions of **Section 16(h)** hereof). The specific requirements for the removal, replacement, or relocation of the Existing Facilities as presently known (collectively, the “Required Work”) are set forth on **Exhibit A** attached hereto and incorporated herein (the “Required Work Plan”), which Required Work Plan shall be further developed and modified over the course of the Spring Garden Project, with any revisions thereto being mutually agreed by the Parties in writing from time to time (not subject to the provisions of **Section 16(h)** hereof). The Parties will work together in good faith to define the scope of the Required Work and revisions to the Required Work Plan to accommodate such changes in scope, including the design and location of any replacement facilities (the “Replacement Facilities”) resulting from the replacement or relocation of any Existing Facilities. The Required Work, as well as any Betterments, (as defined in **Section 1(c)(i)** hereof), for the Spring Garden Project, shall be described on the Spring Garden Project Documents. PITTSBURGH WATER shall provide to ALCOSAN proposals for Betterments within twenty-one (21) days following ALCOSAN’s delivery of the 90% design documents to PITTSBURGH WATER and prior to ALCOSAN’s delivery of 100% design plans.

(ii) ALCOSAN shall be responsible for the costs and expenses related to the removal, replacement, or relocation of Existing Facilities and the costs and expenses associated with the installation and commissioning (but not operation, maintenance or any other post-installation costs or expenses) of the Replacement Facilities.

(iii) In the event of the replacement or relocation of any Existing Facilities hereunder, the relocated facilities or resulting Replacement Facilities will perform the

same functions and serve PITTSBURGH WATER in the same manner, in each case in all material respects, as do the Existing Facilities as of the Effective Date.

(iv) In connection with the Spring Garden Project, ALCOSAN shall retain qualified engineers registered in the Commonwealth of Pennsylvania (the "Commonwealth") to prepare the necessary plans and specifications for the construction and installation of the Replacement Facilities and for the connection of those Replacement Facilities with PITTSBURGH WATER's water mains and sewer mains. ALCOSAN shall coordinate the design of the Replacement Facilities with PITTSBURGH WATER and shall incorporate PITTSBURGH WATER's engineering standards and specifications for design and construction ("PITTSBURGH WATER Engineering Standards") in the Spring Garden Project Documents with respect to Replacement Facilities except in cases where conditions prevent those PITTSBURGH WATER Engineering Standards from being met, in which event the Parties shall confer and agree upon an applicable standard. The plans shall require PITTSBURGH WATER signed approval.

(v) All Replacement Facilities shall be designed in accordance with all applicable laws, ordinances, rules, regulations and other legal requirements (collectively, "Legal Requirements") of any federal, state, county, local or multi-jurisdictional governmental authority (each a "Governmental Authority") and PITTSBURGH WATER Engineering Standards as incorporated into the Spring Garden Project Documents with respect to Replacement Facilities, except in cases where conditions prevent those standards from being met, in which event the Parties shall confer and agree upon an applicable standard.

(vi) PITTSBURGH WATER shall provide full and timely cooperation with ALCOSAN with respect to the foregoing matters pertaining to Replacement Facilities.

(vii) The Parties do not waive and expressly reserve all rights with respect to, as between the Parties, which entity holds ownership and operation obligations relating to Existing Facilities, Required Work, and Replacement Facilities.

b. Lead Lines. During the course of the Spring Garden Project, ALCOSAN may encounter public or private water service lines (“Service Lines”). If any portion of a Service Line is exposed via excavation or otherwise determined to be impacted by ALCOSAN’s work on the Spring Garden Project, ALCOSAN shall excavate a minimum of twenty-four (24) inches on either side of the curb stop to the Service Line to determine the Service Line material. A photograph, clearly showing the materials, of this forty-eight (48) inch excavation shall be provided to PITTSBURGH WATER. If the public side of the Service Line is lead (and the private side of the Service Line is not lead), PITTSBURGH WATER will effectuate the removal and replacement of such public side of the Service Line within fourteen (14) days after the date of notification by ALCOSAN. However, if either the private side of the Service Line or the full Service Line (both public and private sides) are lead, PITTSBURGH WATER will effectuate the removal and replacement of such Service Line within fifty (50) days after the date of notification by ALCOSAN. ALCOSAN will not be responsible for replacing such lead Service Lines. In the event that ALCOSAN unearths or disturbs a lead Service Line (public and/or private side), PITTSBURGH WATER shall provide pitchers and filters for the applicable customer(s), and ALCOSAN shall distribute such pitchers and filters to the impacted customer(s) on the day the lead material is identified and shall notify the PITTSBURGH WATER of which customer(s) have received the pitchers and filters. ALCOSAN shall include a provision in its applicable contract documents with the contractor(s) regarding distribution upon receipt of pitcher(s) and filter(s) from PITTSBURGH WATER. Except for the foregoing timely notification and pitcher/filter distribution obligations, ALCOSAN shall have no responsibility or liability in any respect with respect to such lead Service Lines.

c. Betterments.

(i) For purposes of this Agreement, “Betterment” shall mean and include any upgrading or improvement of, or additions to, any PITTSBURGH WATER facilities, which upgrades, improvements or additions are made solely for the benefit, and at the election, of PITTSBURGH WATER and are not attributable to the Spring Garden Project construction, including, without limitation, any such upgrading, improvements, and additions relating to or incorporated in the Replacement Facilities that are above and beyond PITTSBURGH WATER Engineering Standards incorporated in the Spring Garden Project Documents. Subject to the foregoing, Betterments shall not mean nor include the relocation or replacement of existing water, sewer or storm piping or appurtenances with new piping material or appurtenances required as a result of the Spring Garden Project or any modifications to the Required Work Plan as set forth in Section 2.f. ALCOSAN shall have no responsibility to undertake any Betterment except as it may expressly agree in writing (not subject to the provisions of **Section 16(h)** hereof).

(ii) Currently-anticipated Betterments, and estimated costs associated therewith, shall be listed on **Exhibit B** attached hereto and incorporated herein (the “Betterments Plan”), which Betterments Plan shall be further developed and modified over the course of the Spring Garden Project, with any revisions thereto being mutually agreed by the Parties in writing from time to time (not subject to the provisions of **Section 16(h)** hereof). PITTSBURGH WATER acknowledges and agrees that projected Betterments, if any, and costs set forth on **Exhibit B** are estimates only, and that PITTSBURGH WATER will be responsible for all actual costs and expenses associated with the Betterments.

(iii) As ALCOSAN undertakes the removal, replacement, or relocation of Existing Facilities in the Spring Garden Project, PITTSBURGH WATER may request that ALCOSAN undertake the Betterment of such Existing Facilities or surrounding facilities of PITTSBURGH WATER. In connection therewith and promptly after the execution of this Agreement,

PITTSBURGH WATER shall designate in writing to ALCOSAN the name(s) of its employees and representatives who are authorized to request Betterments on behalf of PITTSBURGH WATER (collectively, the "Authorized Representatives"). PITTSBURGH WATER shall promptly notify ALCOSAN in writing of any changes to PITTSBURGH WATER's Authorized Representatives. ALCOSAN shall honor reasonable, written requests for Betterments received by ALCOSAN from any Authorized Representative (such request to expressly acknowledge that the requested work constitutes a Betterment of PITTSBURGH WATER's facilities and is to be undertaken by ALCOSAN for the account of PITTSBURGH WATER) and will undertake the applicable Betterments, as it undertakes the related removal, replacement, or relocation of the Existing Facilities. ALCOSAN shall not, however, be required hereunder to undertake any Betterment:

- (A) not then reasonably related to ALCOSAN's removal, replacement, or relocation of any Existing Facilities;
- (B) that will unreasonably delay or prevent ALCOSAN's removal, replacement, or relocation of the Existing Facilities or the construction of the Spring Garden Project (including, without limitation, delays resulting from materials delivery);
- (C) for which PITTSBURGH WATER has not reviewed and approved in writing ALCOSAN's drawings, engineering scope of work and received price quotations therefor (subject to the provisions of **Section 16(h)** hereof); or
- (D) for which PITTSBURGH WATER theretofore has not obtained any and all required permits, licenses, authorizations and approvals of applicable Governmental Authorities (each a "Permit") and all required rights-of-way, easements and/or licenses from applicable property owners (each a "ROW").

(iv) In no event shall ALCOSAN: (A) undertake any costs related to obtaining ROWs and/or Permits necessitated for the construction of any Betterments; or (B) own or have any operation, maintenance, repair or other responsibilities with respect to the Betterments.

The liability of the Parties concerning Betterments constructed by ALCOSAN hereunder shall be pursuant to **Section 9** of this Agreement regarding indemnification.

(v) If, at any time during the Spring Garden Project, ALCOSAN considers any requested change or comment to the Spring Garden Project Documents by PITTSBURGH WATER to be a Betterment, ALCOSAN will provide PITTSBURGH WATER with email notice to the responsible person designated by PITTSBURGH WATER thereof within twenty-one (21) days after ALCOSAN's receipt of such requested change or comment. Thereafter, if PITTSBURGH WATER disputes ALCOSAN's characterization of a change or comment to be a Betterment (subject to the provisions of **Section 16(h)** hereof), the Parties will seek thereafter in good faith to resolve any such dispute pursuant to **Section 15** of this Agreement.

(vi) PITTSBURGH WATER shall bear sole responsibility for, and shall pay or reimburse to ALCOSAN, all costs and expenses for any Betterment requested by PITTSBURGH WATER and performed by ALCOSAN (collectively, "Betterment Costs"), including, without limitation, all costs of engineering, administration, design, Permits, construction, construction supervision, materials and labor relating thereto. ALCOSAN will provide an engineer's estimate for the Betterment Costs; provided, however, PITTSBURGH WATER acknowledges and agrees that such estimates are only estimates and that PITTSBURGH WATER will be responsible for all actual Betterment Costs. ALCOSAN will keep PITTSBURGH WATER informed of, and give PITTSBURGH WATER the opportunity to provide input to ALCOSAN regarding, negotiations pertaining to material change orders contemplated throughout the construction of the Spring Garden Project that will impact Betterment Costs. Every other month, or at such other interval as the Parties agree, ALCOSAN will submit to PITTSBURGH WATER invoices for Betterment Costs theretofore accrued, and within thirty (30) days thereafter, PITTSBURGH WATER shall pay to ALCOSAN the undisputed amount of such invoice. If PITTSBURGH WATER disputes an invoice or any portion

of an invoice, that dispute must be resolved pursuant to the dispute resolution provisions set forth in **Section 15** of this Agreement, and the failure to observe those provisions will be deemed a waiver of any dispute concerning invoices; provided, however, that PITTSBURGH WATER's failure to dispute an invoice shall not constitute acceptance of any work that is not in conformity with the PITTSBURGH WATER Engineering Standards in the Spring Garden Project Documents or warranties under the applicable Construction Document (as defined in **Section 2(b)(i)** hereof) or a waiver of any right or claim in connection with such work.

d. Compliance with Legal Requirements and Permits. Each Party, in its performance under this **Section 1**, shall comply in all material respects with all Legal Requirements and Permits applicable to such Party or its performance hereunder.

2. Spring Garden Project Documents, Construction Documents, Construction Meetings, As-Built Drawings

a. Spring Garden Project Documents.

(i) ALCOSAN shall provide and allow PITTSBURGH WATER to review all portions of the Spring Garden Project Documents that are relevant to Required Work and/or Betterments. PITTSBURGH WATER shall complete its review, including any proposed addenda pertaining to Required Work and Betterments, within thirty (30) calendar days, or, with respect to time-sensitive subject matter, such shorter period as ALCOSAN may reasonably specify, after PITTSBURGH WATER receives all relevant portions of the Spring Garden Project Documents (the "Review Period") and shall base its review on the PITTSBURGH WATER Engineering Standards for the proposed work. PITTSBURGH WATER may request from ALCOSAN an extension of the Review Period for an additional ten (10) days (an "Extended Review Period") to complete the review of the relevant portions of the Spring Garden Project Documents, which request ALCOSAN shall not unreasonably deny (subject to the provisions of

Section 16(h) hereof); provided, however, that PITTSBURGH WATER shall complete its review of contractor Shop Drawings, RFIs, Schedules and other relevant contractor-supplied submittals within ten (10) days of receipt.

(ii) Within the Review Period (or, if applicable, the Extended Review Period), PITTSBURGH WATER shall in writing either (A) accept the relevant portion of the Spring Garden Project Documents (subject to the provisions of **Section 16(h)** hereof), or (B) reject the relevant portion of the Spring Garden Project Documents, providing to ALCOSAN the specific reason(s) therefor and proposed change(s) that will make the relevant portion(s) of the Spring Garden Project Documents acceptable to PITTSBURGH WATER. If PITTSBURGH WATER fails to deliver its approval or rejection (as the case may be) within the Review Period (or, if applicable, the Extended Review Period), then ALCOSAN shall provide email notice to the responsible person designated by PITTSBURGH WATER, with a copy to PITTSBURGH WATER Legal Counsel. If PITTSBURGH WATER does not respond to ALCOSAN's email notice with the requisite information within five (5) calendar days after such notice (the "Final Notice Period"), then the relevant portion of the Spring Garden Project Documents shall be deemed accepted by PITTSBURGH WATER. ALCOSAN shall be entitled to treat any PITTSBURGH WATER response, or failure to respond on a timely basis, as an approval of the applicable Spring Garden Project Documents.

(iii) If, within the Review Period, Further Review Period (if applicable) or Final Notice Period (if applicable), PITTSBURGH WATER, after receipt of a portion of the Spring Garden Project Documents from ALCOSAN, timely provides proposed changes to that portion of the Spring Garden Project Documents, ALCOSAN will, as appropriate and to the extent not disputed by ALCOSAN, incorporate PITTSBURGH WATER's proposed changes into the applicable Spring Garden Project Documents. If ALCOSAN disagrees with or rejects any of

PITTSBURGH WATER's proposed changes to the Spring Garden Project Documents, ALCOSAN and PITTSBURGH WATER shall work together to resolve any such dispute and thereafter ALCOSAN will make any agreed-upon changes to the applicable Spring Garden Project Documents. If ALCOSAN and PITTSBURGH WATER cannot agree, the resolution shall be subject to **Section 15** of this Agreement.

(iv) Once finalized, ALCOSAN will provide PITTSBURGH WATER with a copy of each such Spring Garden Project Document.

b. Construction Documents.

(i) ALCOSAN will supply PITTSBURGH WATER with shop drawings and other construction documents, as well as any amendments or changes thereto, for ALCOSAN work related to Required Work and/or Betterments ("Construction Documents"). Construction Documents that ALCOSAN shall provide to PITTSBURGH WATER include the following:

(A) One (1) set of PDF (or equivalent) version drawings of the Required Work and/or Betterments (as applicable) with all required revisions; and

(B) One (1) copy of ALCOSAN's contract(s) with the contractor(s) undertaking work relating to the Required Work and/or Betterments; and

(C) A schedule for the removal, replacement and/or relocation of the Existing Facilities and, to the extent applicable, the construction of any Betterments.

(ii) PITTSBURGH WATER shall have the Review Period to review each such Construction Document, which review shall be based on the applicable Spring Garden Project Documents. Within the Review Period, PITTSBURGH WATER shall in writing provide any specific comments to each Construction Document. PITTSBURGH WATER may request an Extended Review Period from ALCOSAN to complete its review of the applicable Construction Documents, which request ALCOSAN shall not unreasonably deny (subject to the provisions of **Section 16(h)** hereof). If PITTSBURGH WATER fails to deliver its comments on the applicable

Construction Documents within the Review Period (or, if applicable, the Extended Review Period), ALCOSAN shall provide email notice to the responsible person designated by PITTSBURGH WATER. If PITTSBURGH WATER does not respond to ALCOSAN's email notice with the requisite information within the Final Notice Period, then the relevant Construction Documents shall be deemed accepted by PITTSBURGH WATER. ALCOSAN shall be entitled to treat any PITTSBURGH WATER response, or failure to respond on a timely basis, as approval of the submitted contract documents.

(iii) If, within the Review Period, Further Review Period (if applicable) or Final Notice Period (if applicable), PITTSBURGH WATER, after receipt of a portion of the Construction Documents from ALCOSAN, timely provides proposed changes to that portion of the Construction Documents, ALCOSAN will, as appropriate and to the extent not disputed by ALCOSAN, incorporate PITTSBURGH WATER's proposed changes into the applicable Construction Documents. If ALCOSAN disagrees with or rejects any of PITTSBURGH WATER's proposed changes to the applicable Construction Documents, ALCOSAN and PITTSBURGH WATER shall work together to resolve any such dispute and thereafter ALCOSAN will make any agreed-upon changes to the applicable Construction Documents. If ALCOSAN and PITTSBURGH WATER cannot agree, the resolution of such dispute shall be subject to **Section 15** of this Agreement.

(iv) Once finalized, ALCOSAN will provide PITTSBURGH WATER with a copy of each such Construction Document.

c. PITTSBURGH WATER Existing Facilities. PITTSBURGH WATER shall provide ALCOSAN with plans of Existing Facilities, specifications, and standards, as necessary and if requested, on a prompt basis. PITTSBURGH WATER does not guarantee that the documents

provided reflect current field conditions and ALCOSAN shall be responsible to conduct additional field investigations to confirm the accuracy of the information provided.

d. Pre-Construction Notice and Meeting.

(i) ALCOSAN will provide PITTSBURGH WATER with email notice of the commencement of the Spring Garden Project to the responsible person designated by PITTSBURGH WATER forty-five (45) business days prior to the start of construction.

(ii) Pittsburgh Water shall require a pre-construction meeting on-site prior to the start of construction of the Required Work. The required attendees shall include the Pittsburgh Water Project Manager, Pittsburgh Water Inspector, ALCOSAN responsible party, ALCOSAN's design engineer, and ALCOSAN's contractor. The topics of discussion shall include introductions, roles and responsibilities, inspection protocols, close-out procedures, testing requirements, and open discussion.

(iii) ALCOSAN agrees to not begin construction of the Required Work without a written notice to proceed from PITTSBURGH WATER.

e. Construction Meetings. ALCOSAN will provide PITTSBURGH WATER with email notice of any construction meeting between ALCOSAN and its contractor(s) relating to the performance of the Required Work and/or the construction of any Betterments to the responsible person designated by PITTSBURGH WATER five (5) business days prior to the meeting; provided, however, that in the event of an emergency or urgency requiring a meeting, or multiple meetings to occur on an urgent basis, ALCOSAN may provide such email notice less in advance but as far in advance as is reasonably possible. PITTSBURGH WATER representatives will be permitted to attend and participate in all such construction meetings; provided, however, PITTSBURGH WATER communications regarding the Spring Garden Project and/or the Required

Work shall be between PITTSBURGH WATER and ALCOSAN only, and PITTSBURGH WATER, unless ALCOSAN consents in writing, shall not otherwise directly contact and/or speak with ALCOSAN's contractor(s). PITTSBURGH WATER representatives attending such meetings shall be authorized on behalf of PITTSBURGH WATER to take action at such meetings; provided, however, that in the event that PITTSBURGH WATER representative(s) determine that an internal discussion is necessary prior to the PITTSBURGH WATER response, PITTSBURGH WATER shall respond accordingly within five (5) business days after such meeting or, as to matters of emergency or urgency, such shorter period of time as ALCOSAN may reasonably specify.

f. Modifications of the Required Work Plan. ALCOSAN shall notify Pittsburgh Water of any field changes that require modifications to the Required Work Plan. ALCOSAN and Pittsburgh Water shall work together to resolve any unforeseen conflicts. Any field changes requiring additional design shall be the responsibility of ALCOSAN and shall comply with Pittsburgh Water Engineering Standards. Pittsburgh Water will provide written approval of modifications to the Required Work Plan. Modifications that arise due to utility conflicts or actual field conditions shall be considered part of the Spring Garden Project Documents and shall not be considered a Betterment.

g. Post-Construction Documentation.

(i) Promptly upon completion of the Spring Garden Project, ALCOSAN shall furnish PITTSBURGH WATER with as-built drawings in PDF file format of any construction involving PITTSBURGH WATER facilities as required by the applicable PITTSBURGH WATER Engineering Standards incorporated in the Spring Garden Project Documents, of any Existing Facilities altered, and any Replacement Facilities constructed for the Spring Garden Project and any Betterments.

(ii) ALCOSAN shall provide GPS survey coordinates and other data via a GPS deliverable for new or modified PITTSBURGH WATER assets. The GPS deliverable

must meet PITTSBURGH WATER'S standards as documented in the provided PITTSBURGH WATER GPS Data Collection Requirements Standard Operating Procedure attached hereto as Exhibit E.

3. Inspection, Testing, Ownership, Guarantees and Maintenance.

a. ALCOSAN shall provide email notice to the responsible person designated by PITTSBURGH WATER fourteen (14) days prior to when work in connection with the removal, replacement, or relocation of any Existing Facility and/or the construction of any Replacement Facility or Betterment is anticipated or scheduled to be commenced by ALCOSAN, and PITTSBURGH WATER will be provided with the opportunity to review the performance of such work. Provided that the required notice is provided to PITTSBURGH WATER, PITTSBURGH WATER shall cause an Authorized Representative to inspect the work and observe the tests in a timely manner so as not to delay the work. After any such inspection or observation and, when necessary and appropriate, receipt of any written report on such tests, PITTSBURGH WATER shall in writing either accept such work as completed or reject such work, indicating the reason or reasons therefor.

b. ALCOSAN shall require its contractor(s) removing, replacing, or relocating any Existing Facility and/or constructing any Replacement Facility or Betterment to test, and with respect to water lines, perform sterilization, in accordance with the requirements of PITTSBURGH WATER's Engineering Standards set forth in the Spring Garden Project Documents. ALCOSAN shall provide PITTSBURGH WATER with the opportunity to review and inspect any such testing and sterilization and with a copy of the written results (if any) of any such testing and sterilization. PITTSBURGH WATER shall cause an Authorized Representative to review and inspect all such testing and sterilization in a timely manner so as not to delay the applicable work. After the performance of any such testing or sterilization and delivery of test results, PITTSBURGH WATER shall in writing either (i) accept such testing or sterilization, or (ii) reject such testing or sterilization, providing to ALCOSAN, in writing, within ten (10) business days from the time of such testing or

sterilization, the specific reason(s) therefor and providing ALCOSAN the opportunity to cure any such non-conformity. Upon any failure by PITTSBURGH WATER to review and inspect any such testing or sterilization or to comply with the requirements of the foregoing sentence, ALCOSAN shall provide email notice to the responsible person designated by PITTSBURGH WATER, with a copy to PITTSBURGH WATER Legal Counsel, that PITTSBURGH WATER has failed to provide a written response. If PITTSBURGH WATER does not respond to ALCOSAN's email notice within five (5) calendar days with the requisite information, then the relevant testing or sterilization shall be deemed accepted by PITTSBURGH WATER.

c. ALCOSAN shall provide email notice to the responsible person designated by PITTSBURGH WATER no later than ten (10) days prior to the pre-final and final inspections for any Construction Documents that include the Required Work, any Betterment, or any portion thereof.

d. From and after the completion of the Required Work or the construction of any Replacement Facility or Betterment and PITTSBURGH WATER's acceptance (or deemed acceptance) thereof, ALCOSAN shall not have any operational, maintenance, repair or other responsibilities or any liabilities with respect to any such Required Work, Replacement Facility or Betterment. However, with respect to any portion of the work to be performed pursuant to this Agreement subject to testing as set forth in **Section 3.b** of this Agreement, PITTSBURGH WATER shall have no obligation to accept or reject that portion of the work until the testing is performed and completed.

e. At all times during the construction of the Spring Garden Project, ALCOSAN shall use best efforts and cooperate with PITTSBURGH WATER to ensure that ALCOSAN does not unnecessarily inhibit PITTSBURGH WATER's access to any Existing Facility, Replacement Facility, Betterment, or any other facility or equipment that PITTSBURGH WATER owns or operates for maintenance, repair, or any other purpose, other than through ALCOSAN's work thereon

that is contemplated in this Agreement (which PITTSBURGH WATER hereby acknowledges may affect the availability and/or accessibility thereof during such work).

f. Any salvageable PITTSBURGH WATER castings, hydrants, and valves removed by ALCOSAN in connection with the performance of the Required Work and/or the construction of any Betterment shall be the property of PITTSBURGH WATER and shall be delivered to PITTSBURGH WATER at Howard Street Pump Station, 1907 Howard Street, Pittsburgh, PA 15212. Any other property, equipment, or facilities removed by ALCOSAN or its contractor(s) in connection with the performance of the Required Work and/or the construction of any Betterment shall be the property of ALCOSAN and may be reused by ALCOSAN or may be sold or otherwise disposed of by ALCOSAN for its own account.

g. ALCOSAN shall designate PITTSBURGH WATER as a third-party beneficiary of the contractor warranties, indemnities and additional insured protections in all Construction Documents pertaining to the Required Work or the construction of any Betterments, as such warranties, indemnities and additional insured protections apply to such Required Work and Betterments, such that PITTSBURGH WATER will have the right to enforce such provisions for such work directly against the contractor, notwithstanding that PITTSBURGH WATER is not a signatory to the Construction Documents. ALCOSAN shall provide to PITTSBURGH WATER copies of all such Construction Documents.

h. To the extent ALCOSAN is the beneficiary of any maintenance bond in respect of any Betterment, ALCOSAN will take all reasonable steps to provide to PITTSBURGH WATER and/or the City (as necessary) the benefit of such maintenance bond, including having PITTSBURGH WATER and/or the City (as necessary) named as additional obligees thereon, and shall provide PITTSBURGH WATER with a copy of any such bond; provided, however, that if such additional obligee coverage has an additional cost, PITTSBURGH WATER shall be solely

responsible for such additional cost. ALCOSAN agrees to extend the standard maintenance bonding requirements for such additional reasonable period of time as may reasonably be required by the City, but in no event more than two (2) years, to PITTSBURGH WATER and the City (as necessary) in accordance with the terms set forth in this **Section 3(h)**; provided, however, that if such additional scope or duration (if above what ALCOSAN would customarily require for itself) has an additional cost, PITTSBURGH WATER shall be solely responsible for such additional cost.

i. PITTSBURGH WATER and ALCOSAN each hereby agrees to execute and deliver, at the request of the other, bills of sale, deeds, easements, and maintenance agreements as are necessary or reasonably desirable to memorialize the ownership rights, maintenance obligations, and other rights and obligations set forth in this Agreement.

4. Easements, Encroachments, Permits and Approvals.

a. In accordance with ALCOSAN's project schedule for the Spring Garden Project, PITTSBURGH WATER shall, upon the request from time to time of ALCOSAN, cooperate with and otherwise assist ALCOSAN in obtaining all surface, subsurface, aerial, and bridge easements and encroachments necessary for the removal, replacement or relocation of the Existing Facilities as contemplated herein, the construction of any Replacement Facilities and/or the construction of any Betterments. Each Party will bear its own attorneys' and other professional fees associated with such easements and encroachments.

b. To the extent practicable, the Replacement Facilities and Betterments shall be located within ROWs to which PITTSBURGH WATER is already entitled.

c. When location of the Replacement Facilities within ROWs to which PITTSBURGH WATER is already entitled is not practicable, ALCOSAN shall work with PITTSBURGH WATER to obtain ROWs from the owners of the properties containing the Replacement Facilities. Costs and expenses associated with these acquisitions shall be allocated

between the Parties as set forth in **Section 1(a)(ii)** hereof. Any additional such ROWs procured by ALCOSAN shall give PITTSBURGH WATER the right to construct, operate, maintain, repair, remove, rebuild and abandon in place the Replacement Facilities (to the extent provided for in the PITTSBURGH WATER Form Easement Agreement, as defined below). For ROWs for Replacement Facilities that do not involve ALCOSAN facilities (i.e., where PITTSBURGH WATER is the only one of the Parties that has need for the ROW), ALCOSAN shall contract for such ROWs using agreements substantially in the form of **Exhibit C** attached hereto and incorporated herein (the "PITTSBURGH WATER Form Easement Agreement") with such changes thereto as PITTSBURGH WATER may approve on a case-by-case basis (subject to the provisions of **Section 16(h)** hereof). For ROWs for Replacement Facilities that that also involve ALCOSAN facilities (i.e., where both ALCOSAN and PITTSBURGH WATER have need for the ROW), ALCOSAN shall contract for such ROWs using agreements in ALCOSAN's form, but granting both Parties the benefit of the ROW.

d. When location of the Betterments within ROWs to which PITTSBURGH WATER is already entitled is not feasible, ALCOSAN, subject to reimbursement from PITTSBURGH WATER, shall obtain ROWs from the owners of the properties containing the Betterments using the PITTSBURGH WATER Form Easement Agreement. Reimbursement by PITTSBURGH WATER shall include all costs and expenses related to acquisition of the ROWs from property owners other than ALCOSAN, including, without limitation, legal work, title work, surveys and negotiation. The ROWs shall give PITTSBURGH WATER the right to construct, operate, maintain, repair, remove, rebuild, and abandon in place the Betterments (to the extent provided for in the PITTSBURGH WATER Form Easement Agreement).

e. In the event that ALCOSAN is required to obtain a Permit for any Required Work and/or Betterment, PITTSBURGH WATER shall cooperate with ALCOSAN in obtaining

the issuance to ALCOSAN and, when required, its contractor(s) or representative(s), of such Permits. Upon receipt, or as soon as practicable thereafter, ALCOSAN shall provide PITTSBURGH WATER with copies of any such Permits.

5. Tap-Ins. As needed for the construction of the Spring Garden Project, PITTSBURGH WATER shall permit ALCOSAN or its contractor(s) or representative(s), both permanently and temporarily, to connect to or tap-in to PITTSBURGH WATER's system and facilities. The Parties agree to work in good faith regarding the permitting process for tap-ins so as not to delay the construction of the Spring Garden Project. ALCOSAN will submit to PITTSBURGH WATER a development permit application with tap-in drawings of all permanent or temporary connections to PITTSBURGH WATER's system and/or facilities. ALCOSAN shall be responsible for all applicable PITTSBURGH WATER fees customarily charged for such purposes, in the types and amounts of such 2025 fees as are described in **Exhibit D** attached hereto and incorporated herein (subject to modification for subsequent calendar years).

6. Right of Entry.

a. PITTSBURGH WATER hereby grants to ALCOSAN the right and privilege to enter upon any property owned, licensed, leased or otherwise held or occupied by PITTSBURGH WATER (including through ROWs, if permissible thereunder) for the purpose of obtaining access to or to construct (including, without limitation, surveys, site preparation, storage of materials and equipment, and any other ancillary activities pertaining to construction) the Spring Garden Project. ALCOSAN shall have the right to enter on and so utilize the referenced property for such purposes of the Spring Garden Project until ALCOSAN discontinues service thereon.

b. Upon completion of the Spring Garden Project, ALCOSAN and PITTSBURGH WATER each hereby agrees to cooperate with the other to determine and exchange whatever additional property rights that either may need to service, maintain, repair, remove, or

replace their respective facilities or property as a result of the construction of the Spring Garden Project under this Agreement.

7. Temporary Closure of Facilities. PITTSBURGH WATER hereby agrees that, in connection with ALCOSAN's removal, replacement, or relocation of the Existing Facilities and the construction of the Betterments for the Spring Garden Project, ALCOSAN, its contractors, subcontractors, and other representatives, may with the approval of PITTSBURGH WATER (subject to the provisions of **Section 16(h)** hereof), require PITTSBURGH WATER to temporarily close or otherwise temporarily restrict the usage of PITTSBURGH WATER facilities with regard to bypass pumping requirements of the project as deemed reasonably necessary by ALCOSAN for the efficient construction of the Spring Garden Project or for the performance of the removal, replacement, and relocation activities, or the construction of the Betterments, contemplated under this Agreement; provided, however, that any such temporary closure or restriction shall not, in the sole discretion of PITTSBURGH WATER, negatively impact PITTSBURGH WATER's ability to provide service or adversely affect health or public safety. Prior to the commencement of any work on the Spring Garden Project that may result in the temporary closure or restriction of PITTSBURGH WATER facilities, ALCOSAN will require its contractor(s) to coordinate all closures and restrictions as follows:

a. Except in cases of emergency or other unforeseen circumstances requiring immediate action, no later than seven (7) days prior to the required closure or restriction, ALCOSAN's contractor(s) will provide PITTSBURGH WATER with email notice, to the responsible person designated by PITTSBURGH WATER, of the closure or restriction. ALCOSAN's contractor(s) shall submit water line shut requests through PITTSBURGH WATER's Waterline Shut Permit application; and

b. In the event of an emergency or other unforeseen circumstance requiring immediate action, ALCOSAN shall immediately provide email notice to the responsible person designated by PITTSBURGH WATER of the emergency or other unforeseen circumstance and the required closure or restriction; and

c. Should circumstances that threaten public health or safety develop during a period of closure or restriction, then, upon notice, ALCOSAN shall cause the full operation of the applicable PITTSBURGH WATER facilities, as reasonably necessary, to be reinstated as soon as possible; and

d. Notwithstanding the foregoing, if such closure was caused by the acts or omissions of ALCOSAN or its contractor(s), and PITTSBURGH WATER incurs costs to provide alternative sources of water to its customers, ALCOSAN shall promptly reimburse, or cause its contractor(s) to promptly reimburse, those costs to PITTSBURGH WATER within forty-five (45) days after PITTSBURGH WATER's notification of its incurrence of costs with appropriate documentation. If any contractor fails to reimburse PITTSBURGH WATER on a timely basis, then ALCOSAN will assume such obligation as between ALCOSAN and PITTSBURGH WATER. No such assumption by ALCOSAN shall operate to relieve any ALCOSAN contractor of its reimbursement obligation.

8. Video-recording. Prior to the commencement of and subsequent to the completion of work in a particular portion of the Spring Garden Project, ALCOSAN will videorecord or cause to be video-recorded (also known as CCTV) PITTSBURGH WATER facilities within the limits of the work area. Video-recording shall be confined to areas of pipe replacement and/or relocation and within a radius of five (5) feet from a new connection point. Video-recording will be done in accordance with PITTSBURGH WATER's video-recording standards, which shall then be set forth in ALCOSAN's applicable Construction Documents. Costs and expenses associated with video-

recording shall be the responsibility of ALCOSAN. ALCOSAN will provide one (1) copy of each resulting videorecord and a video log thereof to PITTSBURGH WATER. The Parties will work together to determine the schedule of all such video-recording. PITTSBURGH WATER acknowledges and agrees that ALCOSAN shall not be obligated to repair or clean, and shall have no liability in respect of, any pre-existing deficiencies in design, installation, construction or maintenance of any video-recorded PITTSBURGH WATER facilities.

9. Indemnification.

a. To the extent permitted by applicable Legal Requirements, in the applicable contracts for the Spring Garden Project, PITTSBURGH WATER and ALCOSAN shall require their respective contractors performing work on the Spring Garden Project on the premises of the other Party to hold and save harmless and indemnify the other Party and its officers, members, agents, invitees, and employees from and against any and all liabilities, suits, actions, claims, losses, demands, costs and expenses, of every kind and nature incurred by or asserted or imposed against the indemnified parties, or any of them, by reason of any accident, injury (including death) or damage to any person or property, or loss of use, however caused, resulting from any act of commission or omission of the contractor so performing the work, any subcontractor of that contractor of any tier, any person or organization directly or indirectly employed or engaged by any of them to perform or furnish the work, or anyone for whose acts any of them may be liable, whether or not caused in part by the active or passive negligence or other fault of any of the indemnified parties; provided, however, that the foregoing obligations shall not arise if such liabilities, suits, actions, claims, losses, expenses, and costs are caused by the sole negligence of any of the indemnified parties. Neither PITTSBURGH WATER nor ALCOSAN waives any defenses or immunity provided under applicable Legal Requirements, and all such defenses and immunities are hereby explicitly reserved, except that any indemnification obligation required

hereunder shall not be limited in any way by: (i) any limitation on the type of damages payable or by any immunity defense under any workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts; (ii) any comparative negligence statutes or applicable common law precedent; or (iii) Pennsylvania's Fair Share Act, Senate Bill 1131, as codified at 42 Pa. C.S. § 7102.

b. For the Required Work and the construction of any Betterment performed by ALCOSAN's contractor(s) during the construction period and for such additional post construction period as PITTSBURGH WATER may reasonably require, but in no event more than two (2) years, ALCOSAN shall require each of its contractors performing such work to indemnify and save harmless PITTSBURGH WATER and its officers, members, employees, agents and invitees (the "Indemnified PITTSBURGH WATER Parties") against and from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the Indemnified PITTSBURGH WATER Parties, or any of them, by reason of any accident, injury (including death) or damage to any person or property, or loss of use, however caused resulting from any act of commission or omission of the contractor, any subcontractor of the contractor of any tier, or any person or organization directly or indirectly employed or engaged by any of them to perform the Required Work or construction of any Betterment or anyone for whose acts any of them may be liable, whether or not caused in part by the active or passive negligence or other fault of the Indemnified PITTSBURGH WATER Parties; provided, however, that the foregoing obligations shall not arise if such liabilities, suits, actions claims, losses, expenses and costs are caused by the sole negligence of any of the Indemnified PITTSBURGH WATER Parties.

10. Insurance. Prior to commencing construction within, or otherwise connecting to, PITTSBURGH WATER's existing systems, ALCOSAN shall deliver to PITTSBURGH WATER certificates of insurance policies evidencing the following coverages:

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

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

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

b. Either ALCOSAN or its contractor(s) shall secure and, prior to commencing construction within or otherwise connecting to, PITTSBURGH WATER's existing system, provide PITTSBURGH WATER with a certificate evidencing builder's risk/all risk insurance in the amount of \$1 million covering all risk of physical loss or damage to PITTSBURGH WATER water distribution mains and related facilities.

c. ALCOSAN shall require its contractor(s) for the Spring Garden Project that perform Required Work or Betterments to provide reasonable and customary amounts of commercial general liability and automobile liability insurance coverage, and its professional consultants thereon to provide reasonable and customary amounts of commercial general liability, automobile liability, and professional liability insurance coverage. Prior to commencing construction within, or otherwise connecting to, PITTSBURGH WATER's existing system, ALCOSAN shall provide PITTSBURGH WATER with copies of the insurance certificates provided to ALCOSAN by its contractors and consultants in connection with the design or the construction of the Required Work or Betterments.

11. Termination. Either of PITTSBURGH WATER or ALCOSAN may terminate this Agreement upon thirty (30) days written notice to the other Party in the event of

material breach of this Agreement by the other Party that the breaching Party fails to cure within thirty (30) days after written notice thereof or, if such breach is materially incapable of cure within such period of time, such breaching Party fails to commence to cure within such thirty (30) day period and thereafter diligently pursues to completion.

a. Upon any such termination by ALCOSAN, any further obligations of either Party under this Agreement shall be null and void without any further action by either Party, except that no such cancellation or termination shall relieve either Party of any obligation incurred under this Agreement as a result of any acts undertaken prior to such cancellation or termination; provided, however, that ALCOSAN shall require its contractor(s) performing the Required Work to perform such work as may be reasonably necessary to place PITTSBURGH WATER's Existing Facilities in a condition at least equal to their condition prior to the commencement of the Spring Garden Project and to establish continuity of service of such PITTSBURGH WATER facilities.

b. PITTSBURGH WATER, in its sole discretion, may cancel the construction of any Betterment. Upon such cancellation of a Betterment by PITTSBURGH WATER, any further obligation of either Party under this Agreement in regard to any such Betterment shall be null and void without any further action by either Party, except that no such cancellation shall relieve either Party of any obligation incurred under this Agreement as a result of any action undertaken with regard to such Betterment prior to such cancellation; provided, however, PITTSBURGH WATER shall be solely responsible for any costs to place PITTSBURGH WATER's facilities or the work area in a condition at least equal to their condition prior to the commencement of such Betterment work. PITTSBURGH WATER shall also be responsible for any and all costs and expenses incurred, or contractually committed to be incurred, by ALCOSAN related to such Betterment prior to such cancellation, and any that are not avoidable following such cancellation (including, without limitation, charges for termination of orders, non-terminable orders, and contractor demobilization

costs), in such manner as to fully protect ALCOSAN from any exposure for any costs and expenses on such cancelled Betterments.

12. Temporary Suspension. ALCOSAN, in its sole discretion, upon written notice to PITTSBURGH WATER, may temporarily suspend work being performed under this Agreement, in whole or in part. If ALCOSAN elects to suspend work performed under this Agreement, it shall take any and all reasonable action to protect PITTSBURGH WATER's affected facilities. During any such suspension, this Agreement shall remain in full force and effect. After PITTSBURGH WATER's receipt of written notice of any such suspension by ALCOSAN, PITTSBURGH WATER shall take all reasonable steps necessary to minimize any further costs or expenses for ALCOSAN's account.

13. No Implied Amendment of Existing Ownership or Maintenance Responsibilities. PITTSBURGH WATER and ALCOSAN agree that nothing in this Agreement shall be construed so as to in any way alter or affect existing ownership or maintenance responsibilities of ALCOSAN, PITTSBURGH WATER, or any third party, as applicable, for any streets, roads, alleys, vehicular bridges, pedestrian bridges, sewer and water facilities (including, without limitation, any Replacement Facilities or any facilities comprising any Betterment) or other public ways or utilities, or any commitments of the Parties under any other agreements between them.

14. Cooperation. PITTSBURGH WATER acknowledges that as the Spring Garden Project progresses, ALCOSAN will likely request the cooperation of PITTSBURGH WATER with respect to activities that are discovered to be necessary in connection with the Spring Garden Project's design and construction, including, for example (but without limitation), the testing of lines, opening and closing valves (the opening and closing of valves for PITTSBURGH WATER's active facilities shall only be performed by PITTSBURGH WATER or its representative) and furnishing information, specifications, and drawings regarding the Existing Facilities and other

PITTSBURGH WATER facilities. PITTSBURGH WATER shall cooperate with all such timely and reasonable requests by ALCOSAN for assistance with these activities so as not to delay or hinder the construction of the Spring Garden Project.

15. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedure set forth below:

a. The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between their respective representatives. A Party may give the other Party written notice of any such dispute, and within ten (10) days after delivery of such notice, the receiving Party shall submit to the notice Party a written response thereto. Promptly after the delivery of the written response, but within thirty (30) days after receiving the response (or such other period of time as the Parties may otherwise mutually agree), the representatives of the Parties shall meet at a mutually acceptable time and place and thereafter attempt to resolve the dispute. If the representatives are unable to resolve the dispute through negotiation as set forth herein, the dispute shall be escalated to the executive-level representatives of the Parties.

b. If the dispute cannot be resolved through negotiation within forty-five (45) days after the delivery of the written response as set forth above (or such other period of time as the Parties may otherwise mutually agree), the Parties shall endeavor to settle the dispute through mediation and shall collectively work together to select a mediator. If the Parties are unable to agree upon the selection of a mediator, the Parties shall utilize the Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be in Pittsburgh, Pennsylvania.

c. If the dispute has not been resolved through mediation as provided above within ninety (90) days after the initiation of the mediation process (or such other period of time as

the Parties may otherwise mutually agree), either Party is permitted to file an action in the Court of Common Pleas of Allegheny County, Pennsylvania.

d. Unless otherwise agreed in writing by the Parties, work contemplated under this Agreement shall continue pending final resolution of a dispute.

16. General Terms and Conditions.

a. Captions. The captions utilized in this Agreement are for the purposes of identification only and shall not control or affect the meaning or construction of any of the provisions hereof.

b. Benefits and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and of their respective successors and assigns.

c. Integration. This Agreement (including the recitals and exhibits hereto, all of such are fully incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, commitments, and writings with respect thereto.

d. Modification and Waiver. This Agreement may not be modified except by a written amendment duly executed by each of the Parties. The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

e. Governing Law. This Agreement and its validity, construction, administration, and all rights hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions.

f. Notices. Wherever provision is made in this Agreement for the giving of any notice, consent, approval, waiver or other specific communication, it shall be in writing and shall

be deemed to have been duly given, served and delivered (i) on the date of personal delivery, (ii) on the date of receipt or on the date of refusal of acceptance (as shown on the return receipt) if mailed by registered or certified mail, postage prepaid and return receipt requested, (iii) on the date transmitted by email (only as explicitly set forth in this Agreement), or (iv) on the next business day after delivery to a common carrier that guarantees delivery on the next business day if the conditions to the carrier's guarantee are complied with, in each case addressed as follows:

If to PITTSBURGH WATER:

Pittsburgh Water and Sewer Authority
1200 Penn Avenue
Pittsburgh, Pennsylvania 15222
Attn: Chief Executive Officer

With a copy to: Pittsburgh Water and Sewer Authority
Legal Department
1200 Penn Avenue
Pittsburgh, Pennsylvania 15222
Attn: Chief Legal Officer

If to ALCOSAN:

Allegheny County Sanitary Authority
3300 Preble Ave.
Pittsburgh, PA 15233
Attn: Executive Director

With a copy to: Robert Max Junker, Esq.
Babst Calland
603 Stanwix St.
Sixth Floor
Pittsburgh, PA 15222

Each Party shall notify the other in writing of any changes to its mailing address or recipient(s) to receive such notices and other communications.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

h. Approvals and Consents. With respect to any provision in this Agreement discussing the approval or consent of either Party: (i) the approval or consent of such Party shall not be unreasonably withheld, conditioned or delayed; (ii) any conditional, or denial of, approval or consent by such Party shall be stated in reasonable detail; and (iii) except where a longer period for review is expressly provided for herein, lack of response (or lack of a reasonably detailed response as required above) by such Party within twenty-one (21) days after delivery of the applicable notice or request shall be deemed to constitute its approval or consent.

17. Authorization. Each of the Parties agrees that it has authorization to execute and effect this Agreement. PITTSBURGH WATER's authorization is conditioned upon the approval of this Agreement by the Pennsylvania Public Utilities Commission ("PUC"). PITTSBURGH WATER agrees that it will submit this Agreement for PUC review and approval upon execution of this Agreement by both Parties.

Subject to the foregoing, PITTSBURGH WATER is authorized to enter into this Agreement pursuant to Agenda Item No. 65 of 2019, adopted at a regular meeting of its Board of Directors on May 24, 2019. ALCOSAN is authorized to enter into this Agreement pursuant to Resolution of its Board passed at a regularly scheduled public meeting of ALCOSAN's Board on September 25, 2025.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

ATTEST:

THE PITTSBURGH WATER AND SEWER AUTHORITY

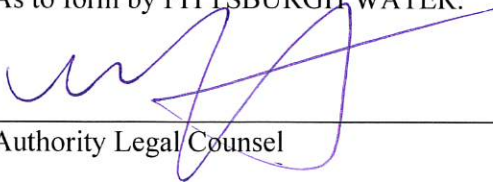
By: 

By: 

Its: Legal Assistant

Its: CEO

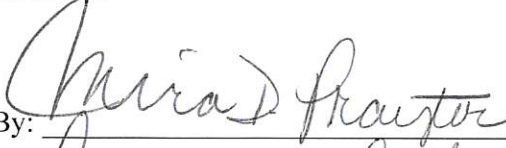
As to form by PITTSBURGH WATER:

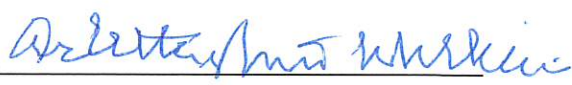

Authority Legal Counsel


Director of Finance


ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

By: 
Its: Executive Asst.

By: 
Its: Executive Director

As to form by ALCOSAN:


Robert Max Junker, Esq.
Babst Calland

**EXHIBIT A
TO SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF
COOPERATION
REQUIRED WORK**

[See Attachment.]

**EXHIBIT A.1
TO SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF
COOPERATION**

REQUIRED WORK

ALCOSAN will require its contractor(s) to remove, replace and, if necessary, relocate certain existing PITTSBURGH WATER facilities, including, but not limited to fire hydrants, water lines and sewer lines (the "Existing Facilities"), as may be required, and in accordance with the Spring Garden Grit Chamber Contract Documents. The specific requirements for the removal, replacement, or relocation of the Existing Facilities (collectively, the "Required Work") as set forth in this Exhibit A as presently known (June 2025).

1. 2200 block of Spring Garden Avenue

a. Description of Work

- Sewer

ALCOSAN will construct a two (2) new flow diversion structures on the existing 78-inch diameter PITTSBURGH WATER brick combined sewer segment between PITTSBURGH WATER manhole MH047D015 and MH047H026. The upstream regulator structure will route combined sewer flow to the new grit chamber via a diversion weir. The downstream junction structure will receive combined sewer flows that pass through the grit chamber and divert the flow back into the existing 78-inch diameter PITTSBURGH WATER brick sewer. The existing PITTSBURGH WATER sewer in between the two structures will be rehabilitated with a sprayed concrete application. ALCOSAN will own and operate the existing brick sewer between the two installed chambers. ALCOSAN will also own and operate the two structures, the pipe leading to and from the grit facility and the grit facility proper. PITTSBURGH WATER will retain ownership of the 78-inch pipe leading to and exiting from the two newly constructed regulator structure and junction structure located in Spring Garden Road.

- Water

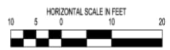
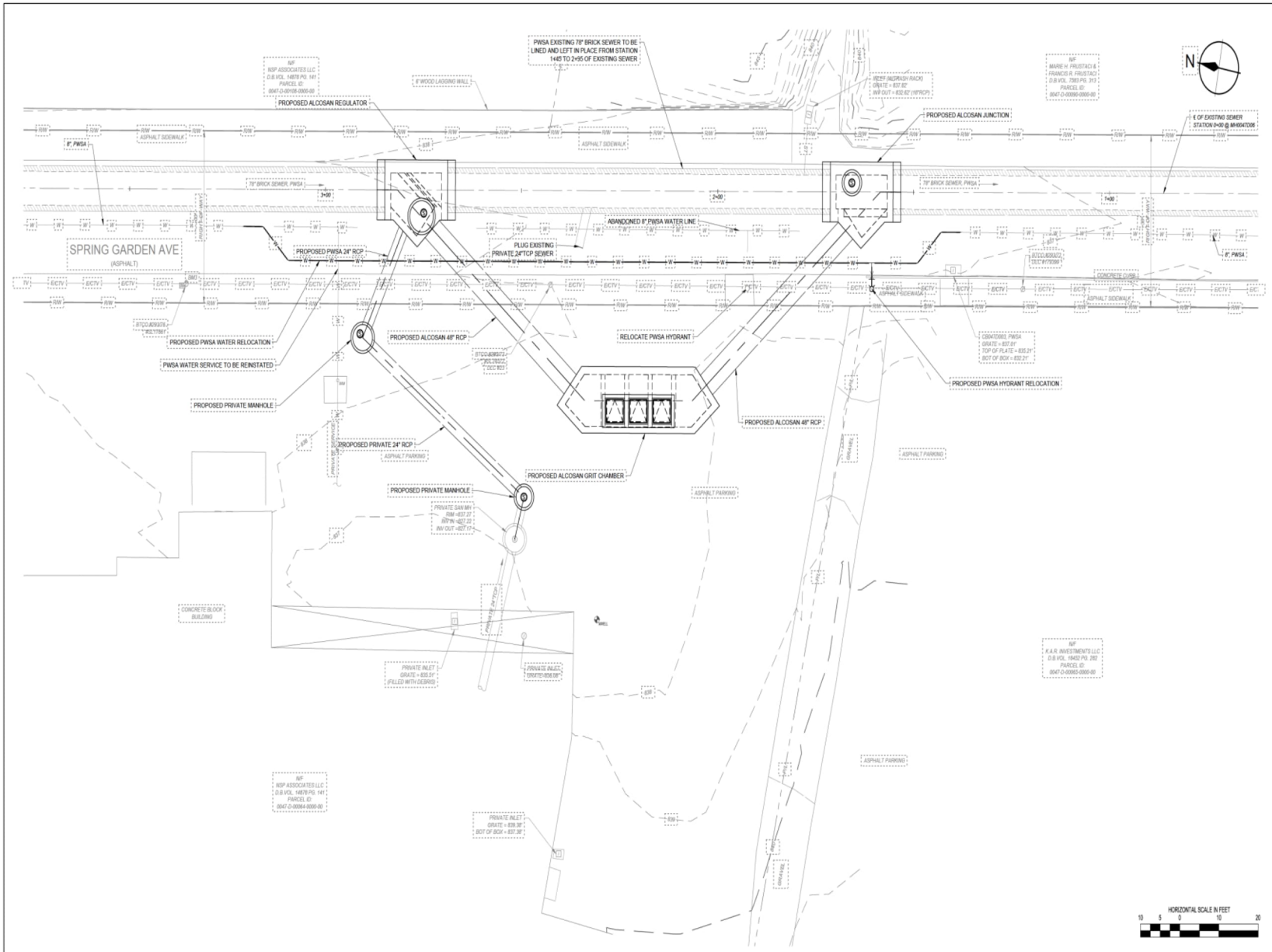
A portion of the existing 8-inch diameter PITTSBURGH WATER waterline and a fire hydrant will be relocated to allow for construction of the new diversion structures. ALCOSAN will relocate the waterline in the existing City of Pittsburgh rights-of-way.

- Private Lateral

A portion of the existing 24-inch diameter private lateral will be relocated to allow for project footprint. A new private manhole will be constructed to direct flow to sewer.

14753543v28

Exn. A



| Designed by: | REVISION | | | |
|--------------|----------|------|-------------|------|
| | REV No. | DATE | DESCRIPTION | APPV |
| Drawn by: | PFK | | | |
| Checked by: | PFK | | | |
| | CME | | | |



Exhibit A.2 Plan View
Drawing for Spring Garden
Agreement of Cooperation



ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN
3300 PREBLE AVE.
PITTSBURGH, PA 15203
(412) 786-4810
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
2200 SPRING GARDEN AVENUE, PITTSBURGH, PA 15212
SPRING GARDEN GRIT CHAMBER
PROPOSED SITE PLAN

| | |
|----------------|-----------------|
| Contract: | S-480 |
| CAD File Name: | EXHIBIT_A_2.DWG |
| Date: | 05 / 02 / 2025 |
| Sheet: | 1 of 1 |

EXHIBIT A.2

EXHIBIT B
TO SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF
COOPERATION
BETTERMENTS

[None at this time Section Header left for future use.]

EXHIBIT C
TO SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF
COOPERATION
FORM(S) OF EASEMENT AGREEMENT

[See Attachment.]

Please record and return to:
Monica Walaan, Esquire
The Pittsburgh Water and
Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222

EASEMENT AGREEMENT

MADE and entered into this _____ day of _____, 2025,

by and between:

«GRANTOR» having an address of «Grantor_Address» (the “Grantor”),

and

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic operating under the laws of the Commonwealth of Pennsylvania, and the authority granted to it by 53 Pa. C. S. §5601, *et seq.*, with its principal offices at Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222, County of Allegheny, Commonwealth of Pennsylvania, its successors, assigns and lessee (“PITTSBURGH WATER” or “Grantee”) (Both the Grantor and PITTSBURGH WATER collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of that certain parcels of real property (the “Property”) located in the «Ward» Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as «Property_Address», «City_State_Zip» being identified as Block and Lot No. «Block_Lot» in the Allegheny County Department of Real Estate, having acquired said property by deed recorded on «Deed_Date» in Deed Book Volume «Deed_Bk_Volume», Page «Deed_Bk_Page»;

WHEREAS, PITTSBURGH WATER operates a water and sewer system in the City of Pittsburgh;

WHEREAS, PITTSBURGH WATER desires a non-exclusive right of way and easement over, upon, across, along, and through the Property for the purposes of constructing, inspecting, maintaining, repairing, removing and rebuilding of sewer lines and facilities on and under the Property (“Permitted Uses”); and

WHEREAS, the Grantor is willing to grant the easement so desired by PITTSBURGH WATER;

NOW, THEREFORE, in consideration for their mutual promises and for other valuable consideration, and intending to be legally bound by the terms of this Agreement, the Grantor and the Authority agree as follows:

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

2. **Grant of Easement.** The Grantor does hereby irrevocably grant, sell and convey to PITTSBURGH WATER:

(a) a perpetual, non-exclusive easement and right-of-way over, upon and through the Property ("Perpetual Easement"), for the purposes of: (a) the free and uninterrupted use, construction, repair, maintenance, reconstruction, improvement, alteration, removal, inspection, and abandonment of sewer lines, facilities and appurtenances; and (b) any and all other purposes related in any manner to the operation by the Authority of its water, sewer and storm water systems, and any replacements or improvements thereof ("Permitted Uses").

(b) the Perpetual Easement is depicted on the site plan prepared by «Plan Prepared By», dated «Plan Date», attached hereto as Exhibit "A," and further described on Exhibit "B," which is a legal description of the metes and bounds.

(c) The Grantor, heirs and assigns, shall have the continuing right to use the Perpetual Easement Area for all purposes not inconsistent with the rights granted to PITTSBURGH WATER hereunder; provided, however, that no trees, buildings, structures or related facilities shall be erected with the Perpetual Easement, without PITTSBURGH WATER's prior written consent.

3. **Right of Ingress, Egress and Regress.** The Perpetual Easement includes the right of ingress, egress, and regress to the Perpetual Easement for the Permitted Uses.

4. **Notice of Access.** Except in cases of emergency, PITTSBURGH WATER shall provide the Grantor with at least forty-eight (48) hours' notice of its intention to access the Perpetual Easement Area. If the sewer requires repair, replacement, or removal, PITTSBURGH WATER shall cause the same to be made as expeditiously as reasonably possible and consistent with efforts to minimize any damage to real property, the improvements, and operations thereon.

5. **Restoration.** Following any work on the Property or Perpetual Easement Area by or on behalf of PITTSBURGH WATER, PITTSBURGH WATER will promptly restore the ground surface of the Property and Area, including pavements, driveways, sidewalks, fencing, trees and any shrubs or grasses, at PITTSBURGH WATER's expense, to substantially the same condition as they were in prior to the performance of the work.

6. **Covenants to Run with the Land.** The Perpetual Easement granted pursuant to this Agreement shall be appurtenant to and shall run with the Property.

7. **Grantor's Covenants.** The Grantor covenants that: (a) the Grantor will not convey any other easement that conflicts with the Perpetual Easement granted or created hereby; (b) the Grantor will not make or permit changes to be made to the depth of earth cover over the sewer without the written approval of PITTSBURGH WATER; and (c) the Grantor will not take or permit any action that interferes, in any manner, with the rights granted to PITTSBURGH WATER pursuant to this Agreement.

8. **Grantor's Warranty.** The Grantor warrants generally to PITTSBURGH WATER that Grantor owns the Property in fee simple, free and clear of any liens, claims or encumbrances.

9. **Successors and Assigns.** The Perpetual Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and PITTSBURGH WATER and their respective heirs, successors and assigns.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of law principles. Any dispute relating to or arising from this Agreement shall be brought in the Court of Common Pleas of Allegheny County.

11. **Legal Authority.** Each Party hereby represents that the individual executing this Agreement on behalf of such Party has the full legal authority to execute this Agreement on behalf of such Party and to bind such Party. Further, each Party represents that all requisite approvals, resolutions, and consents (if required) authorizing the transaction set forth in this Agreement, have been duly adopted and effectuated and are presently in full force and effect. Upon execution of this Agreement by the authorized signatories of the Parties this Agreement shall be deemed in full force and effect and binding upon each Party and all parties who shall succeed to the rights and interest of each Party hereunder. Grantor hereby represents and warrants that, as of the date hereof, it is the sole owner of the Grantor's Property.

12. **Authorization by Pittsburgh Water Board.** This Agreement is entered into by PITTSBURGH WATER pursuant to Agenda Item No. 65, adopted at a regular meeting of its Board of Directors on May 24, 2019.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

[signature pages to follow]

EXHIBIT D
TO SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF COOPERATION
PITTSBURGH WATER 2025 PERMIT FEE SCHEDULE

[See Attachment.]

2025 Permitting Fee Schedule

| | |
|--|----------|
| Residential Tap-in Permit* | \$40.00 |
| Water and Sewer Availability Letter Request | \$40.00 |
| Hydrant Flow Test | \$410.00 |
| Tap Termination Only Permit | \$250.00 |
| Maps and Records Request | \$40.00 |
| * There is no fee for party line separations. | |

| | |
|--|----------|
| Connection Fee (based on size of water tap in inches, fees are 1.5x for work performed outside business hrs.) | |
| 1" | \$340.00 |
| 4" | \$400.00 |
| 6" | \$400.00 |
| 8" | \$400.00 |
| 10" | \$400.00 |
| 12" | \$400.00 |

| | |
|---|------------|
| Development Permit (includes DEP SFPM Review and tap-in plan review) | \$740.00 |
| **Expedited | \$1,290.00 |
| DEP Sewage Facilities Planning Module Review Only | \$320.00 |
| **Expedited | \$550.00 |
| Tap-in Drawing Review Only | \$420.00 |
| **Expedited | \$740.00 |
| Development Permit Revisions | \$140.00 |
| **Expedited | \$250.00 |
| Private Construction of Public Facilities Review | \$680.00 |
| **Expedited | \$1,190.00 |
| **Expedited guarantees review within 15 business days of payment | |

| | |
|--|----------|
| Waterline Shut (based on size of waterline in inches) | |
| During normal business hours | |
| 4-12" | \$300.00 |
| 16-48" | \$410.00 |
| After normal business hours | |
| 4-12" | \$430.00 |
| 16-48" | \$600.00 |

| | |
|---|----------|
| Hydrant Use with Meter Permit (based on meter size in inches, additional monthly service fees apply) | |
| 5/8" | \$250.00 |
| 5/8 x 3/4" | \$250.00 |
| 3/4" (Positive displacement) | \$270.00 |
| 3/4" (Electromagnetic or Ultrasonic) | \$280.00 |
| 1" (Positive Displacement) | \$300.00 |
| 1" (Electromagnetic or Ultrasonic) | \$310.00 |
| 2 1/2" | \$970.00 |
| | |
| | |

| | |
|--|-------------|
| Water Meters (based on size of meter in inches, purchased from and installed by PWSA) | |
| Domestic | |
| 5/8" | \$190.00 |
| 5/8 x 3/4" | \$190.00 |
| 3/4" (Positive displacement) | \$210.00 |
| 3/4" (Electromagnetic or Ultrasonic) | \$220.00 |
| 1" (Positive Displacement) | \$240.00 |
| 1-1/2" | \$660.00 |
| 2" (Positive Displacement) | \$840.00 |
| Domestic (Turbine) | |
| 3" | \$1,480.00 |
| 4" | \$1,600.00 |
| 6" | \$2,550.00 |
| 8" | \$3,850.00 |
| 10" | \$5,560.00 |
| 12" | \$6,490.00 |
| 16" | \$9,090.00 |
| Domestic (Compound) | |
| 3" | \$1,540.00 |
| 4" | \$1,730.00 |
| 6" | \$2,900.00 |
| 8" | \$9,580.00 |
| Fire Systems (Turbine) | |
| 3" | \$2,320.00 |
| 4" | \$2,670.00 |
| 6" | \$3,420.00 |
| 8" | \$6,120.00 |
| 10" | \$10,740.00 |
| Fire Systems (Compound) | |
| 4" | \$4,460.00 |
| 6" | \$5,990.00 |
| 8" | \$9,370.00 |
| 10" | \$10,570.00 |

EXHIBIT E

**PITTSBURGH WATER GPS DATA COLLECTION REQUIREMENTS STANDARD OPERATING
PROCEDURE**

PITTSBURGH WATER

14753543v28 **PGH₂O**

The Pittsburgh Water and Sewer Authority

**GLOBAL POSITIONING SYSTEM (GPS)
DATA COLLECTION REQUIREMENTS**

**STANDARD OPERATING PROCEDURES
MANUAL**

| Revision History | | | | | |
|------------------|------------|----------------------|-----|----------|-----------|
| Rev. No. | Rev Date: | Revision Description | By: | Checked: | Approved: |
| 1 | 4/3/2023 | Formatting | JG | JS | KM |
| 2 | 11/12/2024 | Re-branding | KM | | |
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1.0 OVERVIEW

The following document details the Global Positioning System (GPS) spatial data collection specifications for organizations required to submit GPS data for Pittsburgh Water and Sewer Authority (Pittsburgh Water) projects. The Pittsburgh Water system contains approximately 965 miles of water mains and approximately 1,200 miles of sewer mains. Both systems have a variety of assets that accompany the system's operation. The long-term goal for the organization is to update water and sewer features in the Pittsburgh Water GIS system to reflect survey grade GPS locations to enhance system operations and maintenance.

It is necessary given that size of the water and sewer system, that the provided requirements are followed by the organization collecting GPS data for Pittsburgh Water. Following the requirements will ensure spatial accuracy, project completeness, and uniform organization in the data deliverables provided to Pittsburgh Water. Pittsburgh Water's GIS staff will complete an internal review of the data. Failure to comply with the requirements could require the organization submitting the GPS data to take additional steps in rectifying the data to the specifications stated in the following document. Pittsburgh Water reserves the right to document any questions/concerns found in the data deliverable provided, which may result in additional work from the subject contractor.

Any deviations from the documented GPS standards outlined in the document will need to be corrected and approved by the GIS team prior to approval for payment being granted. Pittsburgh Water reserves the right to withhold payment until corrective action has been made and approved regarding Pittsburgh Water's GPS Standard Operating Procedure.

Any questions or concerns from the Construction Management/Construction Inspection (CM/CI) firm can be directed to the Pittsburgh Water Project Manager assigned to the Project, as well as Pittsburgh Water's GIS Manager - Jackson Stoss (jstoss@pgh2o.com).

2.0 FIELD DATA COLLECTION

Pittsburgh Water requires the organization submitting GPS data to abide by the following requirements in their field data collection.

- Use a Global Navigation Satellite System (GNSS) Receiver for high accuracy field data collection.
 - The GNSS receiver must achieve **centimeter-level** positioning accuracy using Real-Time Kinematic (RTK) and is **required** to be **compatible** with **ESRI's Field Maps** application.
 - GNSS receiver compatibility with ESRI's ArcGIS Field Maps application varies by mobile device hardware. See the following link for a list of compatible GNSS receivers for IOS & Android mobile devices. (Exclude those unable to achieve Pittsburgh Water's required positioning accuracy.)
<https://doc.arcgis.com/en/field-maps/android/help/high-accuracy-data-collection.htm>
 - A local Networked Transport of RTCM via Internet Protocol (NTRIP) network subscription will be required to share RTK base station corrections to the GNSS receiver. Using NTRIP eliminates the need for a base station and rover setup.
 - Cellular data is required for the mobile device to run both ESRI's Field Maps, and to receive NTRIP corrections for GPS data collection.
 - Additional approval is required by Pittsburgh Water for GPS data collection outside the use of ESRI's Field Maps.
 - Approved GPS data collection outside of ESRI's Field Maps is still required to follow the data collection requirements per the asset category.
 - Data collected outside of ESRI's Field Maps is required to be submitted to Pittsburgh Water using the Pittsburgh Water CM/CI Firm GPS Data Collection Requirements - Raw Data Template.
 - The GPS Data tabs are required to be populated per the asset category schema.
 - A base and rover setup may be needed, if technicians are unable to achieve centimeter-level accuracy using NTRIP. This should be documented in deliverables to Pittsburgh Water.
- Range Pole:
 - The range pole is required to have an operating bubble level.
 - Range poles are required to be no shorter than 2 meters.
 - The height of the range pole needs to be measured prior to the start of a Project. The measured height is required to be populated in ESRI's Field Maps, or other approved data collection software to ensure the accuracy of the vertical data being collected.
 - It is recommended that field crews use an attached bipod on the range pole to add stability to maximize the accuracy results of the GNSS receiver.
- Safety Equipment:
 - Safety toe shoes and a high visibility vest are required for all Pittsburgh Water GPS data collection.
 - A hardhat is required, in addition to safety toe shoes and a high visibility vest when collecting GPS data on an active work site location.

3.0 FEATURE COLLECTION METADATA

Pittsburgh Water is requiring that all organizations submitting GPS data include the following metadata fields in their collection efforts. Collecting and providing the metadata fields produced by the GNSS receiver in the data deliverable will highlight the spatial accuracy information being recorded at the time of the GPS shot. It is understood that each organization may be using different equipment and may have limitations acquiring all the listed metadata fields, but most are standard in using GNSS equipment. The finalized feature class(s) deliverable should contain the following statistic fields of the GPS/survey shot:

- X—Longitude/Easting
- Y—Latitude/Northing
- Z—Elevation
- Receiver Name – type of receiver used
- Horizontal Accuracy
- Vertical Accuracy
- PDOP
- HDOP
- VDOP
- Fix type
- Number of Satellites
- Correction Age
- Station ID
- Fix time
- Direction of Travel
- Speed (km/h)
- Azimuth
- Position Source

Required Spatial Location Data for GIS Approval/Payment

Required Spatial Accuracy Assessment Data for GIS Approval/Payment

4.0 ASSET COLLECTION TYPES

Pittsburgh Water assets are categorized into four categories: Water Distribution, Water Service, Sewer System, and Green Infrastructure. Each category has its own subset of assets. Pittsburgh Water requires GPS data collection for specific to the scope of the Project.

The following pages detail the required GPS data collection methodology for the asset type, as well as the required/if applicable attribute fields that will need to be collected on site for the asset.

4.1 Water Distribution Data Collection

The water distribution feature data is directly related to Pittsburgh Water’s pressurized water distribution system. These features include pressurized mains (rising mains, supply mains, transmission mains, distribution mains, and hydrant branches), hydrants, valves, and fittings.

4.1.1 Schema:

The following schema table defines the fields that Pittsburgh Water is requiring for assets related to the water distribution system. As mentioned, the metadata fields regarding the receiver used are also required.

| Field Name | AssetID | Feature Type | Access Type | Depth (To top of pipe) | Diameter1 | Diameter2 | Diameter3 | Diameter4 | Notes |
|---------------|------------------|--------------|----------------------------|------------------------|-----------|-----------|-----------|-----------|-------|
| Domain Values | New | Air Release | MEG | | | | | | |
| | Existing AssetID | Bend | Vault Lid | | | | | | |
| | | Coupling | Manhole | | | | | | |
| | | Cross | Sewer Manhole | | | | | | |
| | | Hydrant | Valve Lid (Bypass) | | | | | | |
| | | Other | Main Operator Lid (Bypass) | | | | | | |
| | | Sleeve | Other | | | | | | |
| | | Reducer | | | | | | | |
| | | Tee | | | | | | | |
| | | Valve | | | | | | | |
| Data Type | Text | Text | Text | Long | Long | Long | Long | Long | Text |

Required
If Applicable

4.1.2 Data Collection Requirements:

The following table details the location that the asset data is required to be collected in the field.

| Feature Type | Data Collection Method |
|--------------|---|
| Air Release | Center of cover of associated manhole or other access structure. |
| Bend | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Coupling | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Cross | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Hydrant | Edge of base/surface location in line with the pipe feeding the hydrant. |
| Reducer | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Sleeve | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Tee | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Valve | Center of new valve box, MEG, or manhole lid. |
| Washout | Center of cover of associated manhole or other access structure. |
| Other | Field discretion. Detail the feature collected in the notes field. |

4.2 Water Service Data Collection

The water service feature data is directly related to Pittsburgh Water’s water service lines from the connection to the water main to the associated customer’s building typically ending at a mapped water meter location. Associated water service features include service lines, corps, curb stops, and meters.

4.2.1 Schema:

The following schema table defines the fields that Pittsburgh Water is requiring for assets related to the water service system. As mentioned, the metadata fields regarding the receiver used are also required.

| Field Name | Location ID | Feature Type | Access Type | Depth (To top of pipe) | Diameter1 | Diameter2 | Notes |
|---------------|---------------------|----------------|---------------|------------------------|-----------|-----------|-------|
| Domain Values | New | Abandoned Corp | Meter Crock | | | | |
| | Existing LocationID | Corp | Curb Box | | | | |
| | | Curb Stop | Manhole | | | | |
| | | Meter | Valve Box Lid | | | | |
| | | Other | Vault | | | | |
| Data Type | Text | Text | Text | Long | Long | Long | Text |

If Applicable

4.2.2 Data Collection Requirements:

The following table details the location that the asset data is required to be collected in the field.

| Feature Type | Data Collection Method |
|----------------|---|
| Abandoned Corp | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Corp | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Curb Stop | Center of access type. |
| Meter | Center of meter crock or edge of base/surface location. |
| Other | Field discretion. Detail the feature collected in the notes field. |



4.3 Sewer System Data Collection

The sewer system feature data is directly related to Pittsburgh Water’s stormwater and wastewater collection systems. These features include manholes, inlets, outfalls, junctions, and end caps.

4.3.1 Schema:

The following schema table defines the fields that Pittsburgh Water is requiring for assets related to the sewer system. As mentioned, the metadata fields regarding the receiver used are also required.

| Field Name | AssetID | Feature Type | Influent_Diameter1 | Influent_Depth1 | Influent_Diameter2 | Influent_Depth2 | Influent_Diameter3 | Influent_Depth3 | Influent_Diameter4 | Influent_Depth4 | Effluent_Diameter1 | Effluent_Depth1 | Effluent_Diameter2 | Effluent_Depth2 | Notes |
|---------------|------------------|-----------------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|-------|
| Domain Values | New | Manhole | | | | | | | | | | | | | |
| | Existing AssetID | Inlet | | | | | | | | | | | | | |
| | | Outfall | | | | | | | | | | | | | |
| | | Junction | | | | | | | | | | | | | |
| | | End Cap | | | | | | | | | | | | | |
| | | Open Drainage Point | | | | | | | | | | | | | |
| | | Bend | | | | | | | | | | | | | |
| | | Lateral Connection | | | | | | | | | | | | | |
| | | Pipe Repair Start/End | | | | | | | | | | | | | |
| | | Other | | | | | | | | | | | | | |
| Data Type | Text | Text | Long | Long | Long | Long | Long | Long | Long | Long | Long | Long | Long | Long | Text |

 Required
 If Applicable

4.3.2 Data Collection Requirements:

The following table details the location that the asset data is required to be collected in the field.

| Feature Type | Data Collection Method |
|-----------------------|---|
| Manhole | Center of manhole cover. |
| Inlet | Center of inlet cover. |
| Outfall | Center of invert at the end of the pipe. |
| Junction | Center of box. |
| End Cap | Center of invert at the end of pipe. |
| Open Drainage Point | Center of invert at the end of pipe. |
| Bend | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Lateral Connection | Center of the fitting. If unable to shoot the exposed fitting, ask that the inspector mark the location on the surface and detail the depth of the fitting. |
| Pipe Repair Start/End | Center of start and end of all new pipe sections installed. |
| Other | Field discretion. Detail the feature collected in the notes field. |

4.4 Green Infrastructure Data Collection

The green infrastructure feature data is directly related to Pittsburgh Water’s approach to managing wet weather impacts to store, infiltrate, or evaporate stormwater to reduce flows to the Pittsburgh Water’s sewer systems or Pittsburgh’s surface waters.

4.4.1 Schema:

The following schema table defines the fields that Pittsburgh Water is requiring for assets related to green infrastructure projects. As mentioned, the metadata fields regarding the receiver used are also required.

| Field Name | AssetID | Feature Type | Status | Material | Depth | Diameter1 | Diameter2 | Notes |
|---------------|-------------------------|----------------------------------|-----------|-----------------|-------|-----------|-----------|-------|
| Domain Values | New | Anti-seep Collar** | Active | Aggregate | | | | |
| | Existing AssetID | Apron | Abandoned | Stone | | | | |
| | | Backflow Valve** | Private | Engineered soil | | | | |
| | | Berm | | In situ soil | | | | |
| | | Bioretention Basin | | Geomembrane | | | | |
| | | Channel | | N/A | | | | |
| | | Check Dam | | Unknown | | | | |
| | | Chimney grate** | | Other | | | | |
| | | Clean Out** | | | | | | |
| | | Curb Cut | | | | | | |
| | | Curb Line** | | | | | | |
| | | Drain | | | | | | |
| | | Green Roof | | | | | | |
| | | Junction Box** | | | | | | |
| | | Maintenance Port** | | | | | | |
| | | Observation Well** | | | | | | |
| | | Open Grid Pavers | | | | | | |
| | | Outlet Box** | | | | | | |
| | | Overflow Structure** | | | | | | |
| | | Permeable Block Pavers | | | | | | |
| | | Porous Asphalt | | | | | | |
| | | Porous Concrete | | | | | | |
| | | Rain Garden | | | | | | |
| | | Rain Guardian | | | | | | |
| | | Rainwater Harvesting | | | | | | |
| | | R-tanks | | | | | | |
| | | Splash Pad | | | | | | |
| | | Stormwater Wetland | | | | | | |
| | | Stream Restoration | | | | | | |
| | | Surface Flow Infiltration Trench | | | | | | |
| | | System Pipe | | | | | | |
| | | Tree Trench | | | | | | |
| | | Trench Below Pavement | | | | | | |
| | Trench Below Vegetation | | | | | | | |
| | Trench Drain | | | | | | | |
| | Underground Trench | | | | | | | |
| | Vegetated Planter | | | | | | | |
| | Vegetated Swale | | | | | | | |
| | Weir | | | | | | | |
| Data Type | Text | Text | Text | Text | Long | Long | Long | Text |

 Required
 If Applicable
** Material Not Required

4.4.2 Data Collection Requirements:

The following table details the location that the asset data is required to be collected in the field.

| Feature Type | Data Collection Method |
|------------------------|--|
| Anti-seep Collar | Center of collar. |
| Apron | Center of apron. |
| Backflow Valve | Center of valve. |
| Berm | Center of berm. |
| Bioretention Basin | All corners of basin footprint. |
| Channel | Center of channel. |
| Check Dam | Center of dam. |
| Chimney Grate | Center of grate. |
| Clean Out | Center of access lid. |
| Curb Cut | Center of cut. |
| Curb Line | Shots along the bottom of the curb line in intervals to depict the curb line accurately. |
| Drain | Center of drain. |
| Green Roof | All corners of green roof. |
| Junction Box | Center of box. |
| Maintenance Port | Center of port. |
| Observation Well | Center of well. |
| Open Grid Pavers | All corners of open grid pavers |
| Outlet Box | Center of box. |
| Overflow Structure | Center of structure. |
| Permeable Block Pavers | All corners of block pavers |
| Porous Asphalt | All corners of porous surface. |
| Porous Concrete | All corners of porous surface. |
| Rain Garden | All corners of garden footprint. |
| Rain Guardian | Center of guardian. |
| Rainwater Harvesting | All corners of footprint. |
| R-tanks | All corners of tank footprint. |
| Splash Pad | Center of pad. |

| Feature Type | Data Collection Method |
|----------------------------------|---|
| Stormwater Wetland | All corners of stormwater wetland footprint. |
| Stream Restoration | All corners of stream restoration footprint. |
| Surface Flow Infiltration Trench | All corners of trench footprint. |
| System Pipe | Center of start and end of all new pipe sections installed. |
| Tree Trench | All corners of trench footprint. |
| Trench Below Pavement | All corners of trench footprint. |
| Trench Below Vegetation | All corners of trench footprint. |
| Trench Drain | Center of trench drain start and end. |
| Underground Trench* | All corners of trench prior to back fill. |
| Vegetated Planter | All corners of planter footprint. |
| Vegetated Swale | All corners of swale footprint |
| Weir | Center of weir. |
| Other | User discretion as directed by the project manager. |

5.0 DATA DELIVERABLES

Pittsburgh Water is requiring that the field collected, post-processed data is submitted to Pittsburgh Water staff using the following requirements.

5.1 Deliverable Format

- A zipped file geodatabase using the following naming convention:
ProjectName_Currentdate.gdb
- Pittsburgh Water CMCI Firm GPS Data Collection Requirements - Raw Data Template.CSV

5.2 Deliverable Features

Deliverable feature class(s) are required to mirror the collection schema for the assigned asset(s) type. The data in the file geodatabase should contain one or more of the following feature classes:

- WaterDistribution_Date
- WaterService_Date
- SewerSystem_Date
- GreenInfrastructure_Date

5.3 Deliverable Coordinate System

The deliverable features are required to be sent to Pittsburgh Water in the following projected coordinate system:

- Coordinate System: NAD_1983_StatePlane_Pennsylvania_South_FIPS_3702_Feet
- Projection: Lambert_Conformal_Conic
- False_Easting: 1968500.00000000
- False_Northing: 0.00000000
- Central_Meridian: -77.75000000
- Standard_Parallel_1: 39.93333333
- Standard_Parallel_2: 40.96666667
- Latitude_Of_Origin: 39.33333333
- Linear Unit: Foot_US

5.4 Deliverable Documentation

Pittsburgh Water is requiring that all firms complete the **Submittal Checklist** tab of the *Pittsburgh Water CMCI Firm GPS Data Collection Requirements - Raw Data Template* with all GPS data submitted to an eBuilder project folder. This document details to Pittsburgh Water the receiver information, coordinate system(s), and completion of the data requirement checklist.

6.0 PITTSBURGH WATER QA/QC

The spatial data delivered to Pittsburgh Water format will be reviewed to check for the following:

- Spatial Accuracy – analyzation of the metadata fields for the GPS shot for spatial accuracy.
- Spatial Location – spatial location of the asset in comparison to other collected data, as well as the as-builts/drawings are in sync with the data delivered.
- Project Completeness – check that all data required to be collected was delivered in the required format and collection method.

Any deviations from the documented GPS standards outlined above will need to be corrected and approved by the GIS team prior to approval for payment being granted.

OFFICIAL

**ALLEGHENY COUNTY SANITARY AUTHORITY
RESOLUTION NO. 2025-09-01**

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SPRING GARDEN GRIT CHAMBER PROJECT AGREEMENT OF COOPERATION WITH THE PITTSBURGH WATER AND SEWER AUTHORITY D/B/A PITTSBURGH WATER.

WHEREAS, The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (“Pittsburgh Water”) operates and maintains collection and conveyance facilities that carry sewage and wastewater from the City of Pittsburgh (the “City”) and surrounding municipalities to the Allegheny County Sanitary Authority (“ALCOSAN”) interceptor sewer system and/or a public water distribution system for the purpose of supplying water for ordinary uses within the City and nearby areas; and

WHEREAS, ALCOSAN provides wastewater treatment services to 83 communities in the Commonwealth of Pennsylvania, including the City and other communities served by Pittsburgh Water; and

WHEREAS, certain outfalls discharging to navigable waters are the subject of joint permits held by ALCOSAN and Pittsburgh Water; and

WHEREAS, ALCOSAN is engaged in the planning, design, and construction of a grit and sediment management facility, one regulator, and one junction structure along the Pittsburgh Water-owned combined sewer along Spring Garden Avenue to reduce sediment from entering ALCOSAN’s sewer system (the “Spring Garden Project”); and

WHEREAS, ALCOSAN has secured funding from the United States Army Corp of Engineers for the Spring Garden Project; and

WHEREAS, the design and construction of the Spring Garden Project will be undertaken in accordance with ALCOSAN’s plans and specifications (as they may be supplemented and/or revised from time to time, the “Spring Garden Project Documents”); and

WHEREAS, the construction of the Spring Garden Project will require the cooperation of Pittsburgh Water for, among other things as set forth herein, the removal, replacement and/or relocation of certain facilities owned and/or operated by Pittsburgh Water; and

WHEREAS, Pittsburgh Water may, from time to time, request that ALCOSAN agree to undertake the construction of certain betterments to Pittsburgh Water’s facilities that are impacted by the Spring Garden Project where that construction can be expeditiously and efficiently carried out by ALCOSAN; and

WHEREAS, Pittsburgh Water and ALCOSAN desire that construction of any betterments to such Pittsburgh Water facilities that ALCOSAN may agree to perform shall be undertaken for the account of Pittsburgh Water, all in accordance with the terms of the Spring Garden Grit Chamber Project Agreement of Cooperation attached as **Exhibit A** hereto (the “Agreement”).

NOW, THEREFORE, the Board of Directors of the Allegheny County Sanitary Authority hereby resolves as follows, incorporating the above recitals by reference:


Section 1. The Board of Directors hereby approves the attached Agreement and hereby authorizes the Executive Director to execute such Agreement with Pittsburgh Water. ALCOSAN understands that Pittsburgh Water's authorization to execute and effect the Agreement is conditioned upon approval of the Agreement by the Pennsylvania Public Utility Commission ("PUC"), and that Pittsburgh Water will submit the Agreement for PUC review and approval upon execution of the Agreement by both parties.

Section 2. This Resolution shall take effect immediately.


RESOLVED and **ADOPTED** this 25th day of September, 2025, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY



Name: Darrin Kelly
Title: Secretary
(Seal)

By: 

Name: Shannah Tharp-Gilliam
Title: Chair



AGENDA ITEM REPORT

AGENDA ITEM #: 65

DATE: May 24, 2019

TO: PWSA Board of Directors

SUBJECT: Approve a resolution to grant the Executive Director authority to enter into development, relocation, easement, and structures over facilities agreements

STATEMENT OF THE ISSUE:

Background:

Throughout the normal course of business, PWSA must execute agreements with property owners and developers to relocate or construct new assets such as sewer lines, waterlines, catch basins, inlets and fire hydrants to accommodate development projects in the City of Pittsburgh. The Authority also enters into easements and structures over facility agreements to ensure that the Authority has access and protects its water, sewer and stormwater facilities on private property. Most of these actions are straightforward and use standard agreement templates that have been previously approved by the Board of Directors.

Legal counsel has advised staff that each of these actions, no matter the scale or financial impact, require approval from the Board of Directors. In an effort to streamline processes, reduce project approval timelines and reduce the number of board resolutions required for these actions, PWSA management is requesting authorization to execute agreements, without distinct board approval, if the agreement is solely pertained to one of the following:

- 1.) no-cost catch basin, inlet, or hydrant construction or relocation
- 2.) no-cost sewer, water, or storm sewer line extension or relocation
- 3.) easements for existing or new infrastructure on private property that use PWSA's standard agreement template (Appendix A)
- 4.) structures over facilities agreement that use PWSA's standard agreement template (Appendix B)

PWSA will continue to bring resolutions for approval for the following development-related actions:

- 1.) project agreements that require a financial commitment from PWSA over \$20,000
- 2.) easement agreements that do not use the standard template
- 3.) structures over facilities agreements that do not use the standard template

Granting the Executive Director the authority to execute these limited agreements will improve the level of service we provide our customers, while also reducing the administrative burden placed on staff and the Board of Directors. PWSA's Business and Development Relations Manager maintains a master list of agreements that are available for board review at any time upon request.



RECOMMENDED ACTION:

Approve the Agenda item.

ALTERNATIVES:

NA

MBE/WBE/VBE/SDVBE STATUS:

The projects that this resolution will affect are private development projects and would not include any MWDBE requirements.

FINANCIAL IMPACT OF RECOMMENDATION:

| | | | |
|---------------------------------|--|---|--|
| Total Cost | \$0 | | |
| Frequency of Expenditure | <input checked="" type="checkbox"/> One-Time | <input type="checkbox"/> Multi-Year | |
| Funding Source | <input type="checkbox"/> Operating | <input checked="" type="checkbox"/> Capital | <input type="checkbox"/> Grant <input type="checkbox"/> Other: |
| Is this item budgeted? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |

| Account Information | |
|--|----|
| Operating Budget: | |
| <i>Operating Account</i> | |
| Capital Budget: | |
| <i>Capital Project Name & Project Number</i> | |
| <i>Current Budget</i> | \$ |
| <i>Current Commitments</i> | \$ |
| <i>New Commitments (Pending Board Approval)</i> | \$ |
| <i>Remaining Budget (Current Budget - All Commitments)</i> | \$ |

| | |
|---|--|
| Additional Costs (if applicable) | |
|---|--|

FOR MORE INFORMATION:

Staff contact: Julie Ascioffa

Phone: 412-255-8800 x8019

E-mail: jascioffa@pgh2o.com



LEGAL REVIEW

DATE

ACCEPTED BY BOARD CHAIR

Paul Leger 5/24/2019

PAUL LEGER DATE

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Public Utility Municipal Contract - Agreement of Cooperation between The Allegheny County Sanitary Authority and The Pittsburgh Water and Sewer Authority related to the Spring Garden Grit Chamber Project - upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only (due to the current pandemic emergency)

Darryl Lawrence
Office of Consumer Advocate
ra-oca@paoca.org

NazAarah Sabree
Office of Small Business Advocate
nsabree@pa.gov
ra-sba@pa.gov

Allison Kaster
Bureau of Investigation and Enforcement
akaster@pa.gov

Dated: March 6, 2026

/s/ Monica Walaan
Monica Walaan, Esq.
Chief Legal Officer
The Pittsburgh Water and Sewer Authority
d/b/a Pittsburgh Water