



Eckert Seamans Cherin & Mellott, LLC  
213 Market Street  
8<sup>th</sup> Floor  
Harrisburg, PA 17101

TEL: 717 237 6000  
FAX: 717 237 6019

Deanne M. O'Dell  
717.255.3744  
[dodell@eckertseamans.com](mailto:dodell@eckertseamans.com)

July 10, 2020

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Pittsburgh Water and Sewer Authority Bulk Water Sales Agreements  
Docket No. XXXXXXXXXXXX

Dear Secretary Chiavetta:

Pursuant to Section III.R.1 of the Joint Petition for Partial Settlement approved by the Commission on March 26, 2020 at Docket No. M-2018-2640802 Re Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, enclosed please find **all bulk water sales agreements** entered into with municipalities and public utilities (both prior to and after April 1, 2018).

Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

Deanne M. O'Dell

DMO/lww  
Enclosure

cc: Hon. Conrad Johnson w/enc.  
Hon. Mark Hoyer w/enc.  
Certificate of Service w/enc.  
Cover letter only filed at Docket No. M-2018-2640802

## **CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of the PWSA's Bulk Water Agreements upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

### **Via First Class Mail and/or Email**

Sharon Webb, Esq.  
Erin K. Fure, Esq.  
Daniel Asmus, Esq.  
Forum Place Building  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101  
[swebb@pa.gov](mailto:swebb@pa.gov)  
[efure@pa.gov](mailto:efure@pa.gov)  
[dasmus@pa.gov](mailto:dasmus@pa.gov)

Christine Maloni Hoover, Esq.  
Erin L. Gannon, Esq.  
Lauren E. Guerra, Esq.  
Office of Consumer Advocate  
555 Walnut St., 5<sup>th</sup> Fl., Forum Place  
Harrisburg, PA 17101-1923  
[choover@paoca.org](mailto:choover@paoca.org)  
[egannon@paoca.org](mailto:egannon@paoca.org)  
[lguerra@paoca.org](mailto:lguerra@paoca.org)

Gina L. Miller, Esq.  
John M. Coogan, Esq.  
Bureau of Investigation & Enforcement  
Commonwealth Keystone Building  
400 North St., 2<sup>nd</sup> Floor West  
Harrisburg, PA 17120  
[ginmiller@pa.gov](mailto:ginmiller@pa.gov)  
[jcoogan@pa.gov](mailto:jcoogan@pa.gov)

Elizabeth R. Marx, Esq.  
John W. Sweet, Esq.  
The Pennsylvania Utility Law Project  
118 Locust St.  
Harrisburg, PA 17101  
[pulp@palegalaid.net](mailto:pulp@palegalaid.net)

Susan Simms Marsh, Esq.  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
[Susan.marsh@amwater.com](mailto:Susan.marsh@amwater.com)

Michael A. Gruin, Esq.  
Stevens & Lee  
17 North Second St., 16<sup>th</sup> Fl.  
Harrisburg, PA 17101  
[mag@stevenslee.com](mailto:mag@stevenslee.com)

Brian Kalcic  
Excel Consulting  
225 S. Meramec Ave., Suite 720T  
St. Louis, MO 63105  
[Excel.consulting@sbcglobal.net](mailto:Excel.consulting@sbcglobal.net)

Dimple Chaudhary, Esquire  
Peter J. DeMarco, Esquire  
Cecilia Segal, Esquire  
Natural Resources Defense Council  
1152 15th Street, NW, Ste. 300  
Washington, DC 20005  
[dchaudhary@nrdc.org](mailto:dchaudhary@nrdc.org)  
[pdemarco@nrdc.org](mailto:pdemarco@nrdc.org)  
[csegal@nrdc.org](mailto:csegal@nrdc.org)

Michelle Nacarati Chapkis  
Mayor's Blue Ribbon Panel on Restructuring  
the PWSA Care of Women for a Healthy  
Environment  
5877 Commerce St.  
Pittsburgh, PA 15206  
[michelle@womenforahealthyenvironment.org](mailto:michelle@womenforahealthyenvironment.org)



July 10, 2020

---

Deanne M. O'Dell, Esq.

**TABLE OF CONTENTS TO BULK WATER CONTRACTS**  
**Filed in Compliance with March 26, 2020 Compliance Plan Stage 1 Order**  
**(Docket No. M-2018-2640802 and M-2018-2640803)**

<b>Page No</b>	<b>Entity</b>	<b>Date</b>
1	Borough of Aspinwall	March 11, 2009
15	Township of Reserve	March 8, 1993
25	Hampton Shaler Water Authority (Emergency use only)	January 28, 2019
37	Fox Chapel Authority Memorandum of Understanding	February 25, 1997
43	Fox Chapel Authority Water Sales Agreement	July 18, 1995
57	Western Pennsylvania Water Company (bought out by Pennsylvania American Water Company)	September 24, 1986
65	Ross Township Authority (City of Pittsburgh Agreement)	April 12, 1946
68	The Borough of Blawnox (City of Pittsburgh Agreement)	April 5, 1982
76	The Municipal Authority of the Borough of West View (City of Pittsburgh Agreement)	August 3, 1979

WATER SALES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Indemnification.

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

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

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

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

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

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

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

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

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

## 12. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

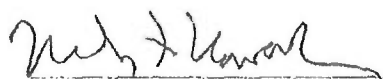
ATTEST:

PITTSBURGH WATER AND SEWER AUTHORITY

  
Secretary

  
Chairman

Approved as to form:

  
PWSA Solicitor

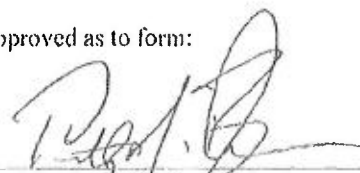
ATTEST:

BOROUGH OF ASPINWALL

  
Borough Manager/Secretary

  
President, Borough Council

Approved as to form:

  
Aspinwall Solicitor



**Resolution No. 134 of 2007**

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

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

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

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

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


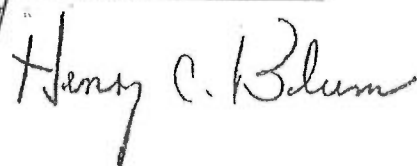
**WHEREAS**, the Borough of Aspinwall is willing to purchase its requirements of water from the Authority for a term of years, at rates commencing at Two Dollars and Ninety-Five Cents (\$2.95) per one thousand gallons (1000) gallons consumed; and

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

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

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

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

  
Secretary  


WATER SALES AGREEMENT

Made this 8<sup>th</sup> day of March, 1993.

BY AND BETWEEN

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

A  
N  
D

THE TOWNSHIP OF RESERVE, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called "Township")

WITNESSETH:

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

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

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

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

1. WATER SUPPLY: Authority shall make available to Township at least 400,000 gallons per day. Authority's obligation to provide water under this agreement shall be subordinate to its primary duty to provide water to customers within its own service area and shall be subject to acts of God, unavoidable accidents and other causes beyond the control of Authority. Authority will furnish water to Township at the quantity and pressure that may be available from time to time in Authority's system; provided, however, that Authority may restrict the flow of such water if, in its opinion, the flow is detrimental to its own customers. Authority shall have the right to interrupt the service at any time if continuation of the service through the full term of this agreement would make it impossible for Authority to discharge its primary duty to provide water to customers in its own service area, or if Authority should for any reason be unable to provide potable water. Authority shall use its best efforts to resume service upon correction of the problem requiring interruption.

2. DEMAND REGULATION: Township shall draw the quantities of water provided for under this agreement at varying rates during the day not to exceed a rate of 600,000 gallons per day. In unusual circumstances, Township may request additional water, and Authority will endeavor to provide it.

3. WATER QUALITY: Authority agrees to provide potable water meeting all current and future federal, state and local

drinking water standards and regulations, as from time to time amended.

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

5. WATER RATES: Township shall pay Authority for all water consumed by Township at rates adopted by resolution of the Board of Directors of Authority from time to time; provided, however, that the Wholesale for Resale customer classification (bulk water rate) for customers taking up to 3,000,000 gallons per day will be maintained at not more than \$1.95 per thousand gallons through December 31, 1992. No rate increase for the years 1993 through 2002 will exceed five percent (5%) of the prior year's

rate. Rate increases for all water taken after 2002 shall not exceed five percent (5%) per year unless the Consumer Price Index (CPI) exceeds ten percent (10%). Should the Authority Board elect at any time to decrease the Wholesale for Resale rate, such decrease shall automatically be applicable to this agreement. Authority shall render bills on a monthly basis based upon actual meter readings, and such bills shall be paid by Township within thirty (30) days of receipt. Authority shall have the right to discontinue service without further notice if the bills rendered are not paid within thirty (30) days.

6. TERM OF AGREEMENT: The initial term of this agreement shall be twenty (20) years commencing from the date of the signing of this agreement. No later than five (5) years prior to the expiration date of said term, the Authority may give written notice to Township that it intends to cancel this agreement at the end of the current term. No later than one (1) year prior to the expiration of said term, Township may give written notice to the Authority that it intends to cancel this agreement at the end of the current term. If such notice of intention to cancel is not given by either party to the other within such time periods, this agreement shall be automatically renewed for two additional terms of five (5) years and thereafter for additional five (5) year terms until timely notice of cancellation shall be given by either party to the other no later than four (4) years prior to the expiration date of any extended term.

7. CAPITAL IMPROVEMENTS: Authority shall supply water to

Township through existing metered connections to Authority's sixty (60) inch water main located at <sup>5</sup> specified in ATTACHMENT #1 within Township or at such other location as the parties may agree. Authority, at its own expense, shall reconstruct the vaults and install new meters and backflow devices necessary to service the connections between the Township's water lines and the Authority's main.

Township shall be responsible for and shall pay for all costs of construction, installation and maintenance of all connections, water meters, lines and other necessary appurtenances in Township. Authority shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the water system or waterlines in Township.

8. INDEMNIFICATION: Township hereby agrees to indemnify, save harmless and defend Authority from any and all claims, demands, damages, actions, causes of action or suits of any kind whatsoever, from any causes whatsoever, known or unknown, arising from any construction, installation, operation and maintenance of the system within the Township or arising from the providing of water from Township to its customers, including but not limited to actions arising from lack of adequate pressure and contamination. Any approvals by Authority which may be related to procedures, material, workmanship or any other matter related to Township's system shall not operate to relieve Township of its sole responsibility.

9. OPERATIONAL/TECHNICAL SUPPORT: Authority will conduct all laboratory water analyses as from time to time required by regulatory agencies for Township and prepare the annual water report required by D.E.R. The Township will be solely responsible for all sample collection for any laboratory water analyses to be performed. The Authority will also provide technical assistance to Township in other areas, at the request of Township, related to water service, billing and collections.

10. EFFECTIVE DATE: This agreement shall become effective thirty (30) days after Township has filed a copy thereof with the <sup>DELE</sup> Pennsylvania Public Utility Commission or, in the event that said Commission institutes an investigation, at such time as said Commission grants its approval thereof. Township shall file a copy of this agreement with the Pennsylvania Public Utility Commission within ten (10) days of its execution by the parties: *MLN*

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

11. NOTICES: All notices required or authorized to be given by each of the parties to the other shall be given in writing and mailed in the ordinary course of business by U.S. Mail, addressed to Township at 33 Lonsdale Street, Pittsburgh, PA 15212 and to Authority at 1010 Allegheny Building, 429 Forbes Avenue, Pittsburgh, Pennsylvania 15219.

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

13. AUTHORIZING RESOLUTION: This agreement is entered into by Authority pursuant to Resolution No. 183,93 adopted at a meeting of its Board held on \_\_\_\_\_, 19\_\_\_\_ and by Township pursuant to Resolution duly adopted by its ~~Council~~ <sup>Board</sup> at a meeting held March 8, 1993.

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

ATTEST:

LeRoy H. Bowman  
Secretary

(SEAL)

APPROVED AS TO FORM:

[Signature]  
Authority Solicitor

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

BY [Signature]  
Chairman

ATTEST:

✓ Shirley M. Scheuching  
Secretary

(SEAL)

APPROVED AS TO FORM

✓ Brian H. Chelving  
Township Solicitor

THE TOWNSHIP OF RESERVE

✓ BY Charles Heidenreich

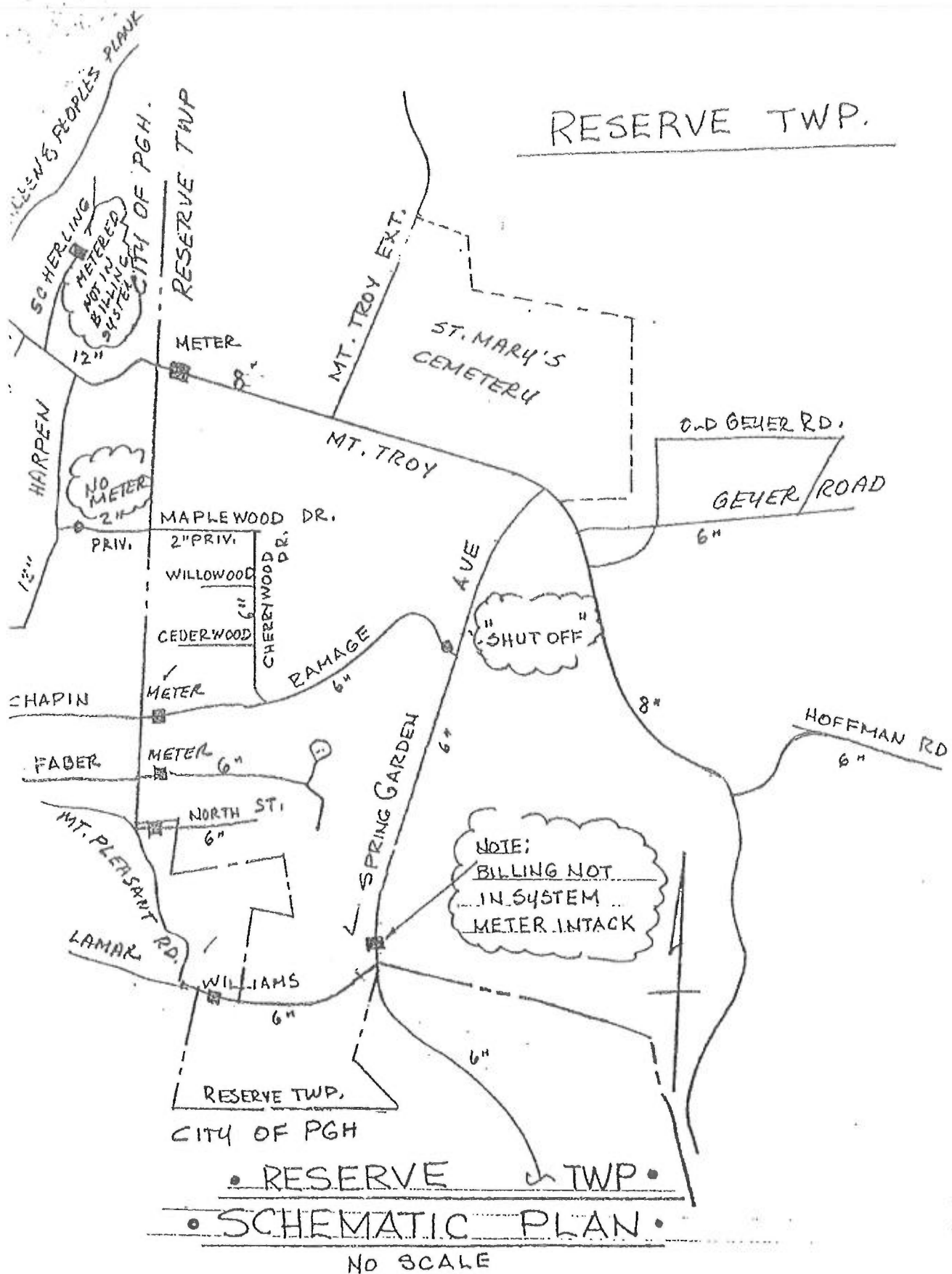


Connections - Between the  
City of Pittsburgh and Reserve Township

Map No.	Location	Remarks
165	Faber St at Bobby Way	To Reserve Twp. (8" City) 6" Comp. meter #1148470
165	Chapin St. @ Bobby Way	To Reserve Twp. (8" City) 6" Comp. meter #190106
166	North Ave at. Mt. Pleasant Rd.	To Reserve Twp. (6" City) 4" Comp. meter #20554228
207	U Letty Ave. at Lowrys Lane RECORDED ON 2nd SHEET.	To Reserve Twp. (6" City) 3" meter Type 6 #170119
NOT 207	Sunderman Lane @ Borough St.	Meter-out line cut & plug
NOT 186	Williams St. at Lamar	Connected to 6" W.L. meter. CHECK METER LOCATION
186	Spring Garden Ave. at Williams (House #3224) COPPELLA ST.	6" Meter-(6" W.L. City) Inoperable DATE ON MAP
164	Connections City of Pittsburgh Troy Hill Road @ City Line	Conn. to 12" W.L. City 10" meter #17413416

• SCHEMATIC PLAN •

NO SCALE



*See to  
Ratified*

TOWNSHIP OF RESERVE

RESOLUTION NO. 183-93

WATER SALES AGREEMENT BETWEEN THE PITTSBURGH WATER & SEWER  
AUTHORITY AND THE TOWNSHIP OF RESERVE AS FOLLOWS:

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

A N D

THE TOWNSHIP OF RESERVE, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called "Township")

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF RESERVE HEREBY ADOPT THE WATER SALES AGREEMENT WITH THE PITTSBURGH WATER & SEWER AUTHORITY, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree to the attached agreement.

RESOLVED AND ADOPTED BY THE TOWNSHIP OF RESERVE BOARD OF COMMISSIONERS ON THIS 8th DAY OF MARCH, 1993.

THE TOWNSHIP OF RESERVE

ATTEST:

*Charles Heidenreich*  
Charles Heidenreich  
President, Board of Commissioners

*Shirley M. Scherling*  
Shirley M. Scherling, Secretary

WATER SALES AGREEMENT

THIS WATER SALES AGREEMENT ("Agreement") is executed

as of the 28<sup>th</sup> day of January, 2019,

by and between

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

and

**THE HAMPTON SHALER WATER AUTHORITY**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "HSWA")

*WITNESSETH:*

WHEREAS, the HSWA requires an emergency supply of water to be used for customers within its service area; and

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

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

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

1. **Water Supply.** The PWSA agrees to sell and deliver to the HSWA and the HSWA agrees to purchase and accept from the PWSA, subject to the terms and conditions set forth in this Agreement, such quantities of water determined by the HSWA to be necessary to meet its requirements

in case of an emergency affecting the HSWA's water supply. For purposes of this Agreement, an "emergency" shall be a natural disaster, unavoidable casualty, or other occurrence affecting the availability or potability of the water supply, or an unusual demand for water exceeding or straining the supply of treated water readily available to serve the pressure district. Emergency water shall be supplied through and measured through the metered inter-connects referenced in Section 2 of this Agreement.

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

The PWSA's shall not be liable nor under any obligation to supply water under this Agreement when due to acts of God, unavoidable accidents, and other causes beyond the control of the PWSA, the PWSA is unable to supply water to the HSWA. The PWSA shall supply water to the HSWA at the quantity and the pressure that may be available from time to time in the PWSA's system; provided, however, that the PWSA may restrict the flow of such water if the PWSA is restricting the flow of water to all of its customers in the same pressure district which supplies the HSWA. The PWSA shall have the right to interrupt the service to the HSWA if at any time the PWSA for any reason shall be unable to supply potable water, but the PWSA shall do so only in the event that the PWSA is interrupting the service to its customers in the same pressure district that supplies the HSWA. The PWSA shall use its best efforts to resume service upon correction of the problem requiring interruption or restriction of flow. In the event of emergency circumstances affecting the PWSA's systems, the HSWA agrees to act responsibly in the use of water and to cooperate fully with the PWSA in managing water usage.

2. **Demand Regulation.** The HSWA may receive water through the three (3) existing inter-connects with the PWSA. The three (3) existing inter-connects are as follows:

- North Canal Street (Sharpsburg Borough)

Account #s 5069621-1006498 & 5069622-1006499  
 8" tap off of 60" PWSA water main  
 Two 4" inch water meters

- South Canal Street @ 18<sup>th</sup> Street (Sharpsburg Borough)  
 Account # 5069687-1001651  
 16" tap off of 60" PWSA water main  
 One 10" water meter
- Lanpher Reservoir (Shaler Township)  
 Account # 5069657-1006500  
 24' inch tap off of 60" PWSA water main  
 One 16" water meter

In the event that an emergency causes the HSWA to require an emergency supply of water, the HSWA shall immediately notify the PWSA of said need, and the PWSA will make every reasonable effort to provide the volume of water required. In the event the PWSA is unable to provide the volume of water requested by the HSWA, the PWSA shall immediately notify the HSWA of the quantity of water which can be made available. The PWSA will continue the supply of emergency water at the agreed volume for up to ten (10) days. If the HSWA anticipates that any emergency will require a supply of water exceeding ten (10) days, it will give prompt notice to the PWSA of the anticipated duration of the emergency, with sufficient information and time for the PWSA to evaluate the demand. The PWSA shall not be obligated to supply emergency water for periods in excess of ten (10) days unless at the PWSA's sole discretion it executes an amendment to this Agreement.

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

4. **Interruption of Service.** The PWSA shall take all reasonable steps necessary and sufficient to ensure that the supply of water to HSWA under this Agreement continues on an uninterrupted and unrestricted basis. In the event that the PWSA is unable to avoid interruption or restriction in its supply of water to the HSWA under this Agreement, the PWSA shall, in all events, continue to provide

such supply of water as it provides during such period of interruption or restriction to other customers in the same pressure district in which HSWA is supplied. In the event of a foreseeable interruption or restriction of service, the PWSA shall provide the HSWA with twenty-four (24) hour notice of said interruption or restriction, its causes and expected duration. If twenty-four (24) hour notice is not possible under the circumstances, the PWSA shall give such notice as soon as possible. In the event of an unforeseeable interruption or restriction of service, the PWSA shall give the HSWA immediate notice of said interruption or restriction, its causes and expected duration. In all events, the PWSA shall take all reasonable steps necessary and sufficient to restore service to HSWA, as soon as possible, after the interruption or restriction of service commences.

5. **Water Rates.** Subject to the limitations stated in Section 2 of this Agreement, in the event of an emergency requiring the consumption of water through any of the interconnects set forth in Section 2, above, HSWA shall pay the PWSA for all water consumed at the following rates:

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

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

and

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

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

The PWSA may, beginning in January 2019 and thereafter on an annual basis, increase the water rates payable by the HSWA, in amounts equal to, but not exceeding, the average percentage increase approved by the PWSA's Board of Directors for the PWSA's other similar municipality and/or municipal authority water customers.

6. **Effective Date.** This Agreement shall be effective thirty (30) days after the PWSA has filed a copy thereof with the Pennsylvania Public Utility Commission "PUC" or in the event that the Pennsylvania PUC institutes an investigation, at such time as the PUC grants its approval. The PWSA shall file a copy of this Agreement with the PUC within ten (10) days of its execution by the parties.

7. **Term of Agreement.** This Agreement shall become effective thirty (30) days after the PWSA has filed a copy thereof with the Pennsylvania Public Utility Commission "PUC" or in the event that the Pennsylvania PUC institutes an investigation, at such time as the PUC grants its approval. The PWSA shall file a copy of this Agreement with the PUC within ten (10) days of its execution by the parties.

The initial term of this Agreement shall be a period of twenty (20) years beginning on the \_\_\_\_\_, 2019, Effective Date and ending December 31st in the twentieth year from the year of the Effective Date. The Agreement shall automatically renew for successive one (1) year terms, unless prior written notice of an intent to terminate is provided by either the HSWA or the PWSA on a date at least one (1) year prior to the intended December 31 Agreement expiration date. Water rate increases, if any, for each renewal period shall be calculated as provided in Section 5 of this Agreement. All other terms of the Agreement shall remain in effect during a renewal period unless mutually agreed by the parties in writing.

8. **Maintenance.** The HSWA shall be responsible for and shall pay for breakage, maintenance, repair, replacement or any other work of any nature whatsoever on the connections to the PWSA water mains and to all lines, vaults, fittings, connections, and other necessary appurtenances, including the meters, that receive or are intended to receive water from the PWSA. The HSWA will also pay for any in-line testing of the meters, which may be required from time-to-time. The PWSA shall invoice the HSWA for any costs associated with the meters/meter testing/any other work on a time and



materials basis. The PWSA shall be responsible for and shall pay for breakage, maintenance, repair, replacement or any other work of any nature whatsoever on any of its water mains. The PWSA shall not be responsible for breakage, maintenance, repair, replacement or any other work of any nature whatsoever in connection with the water system or waterlines in the HSWA service area, other than as provided in this Section 8.

9. **Operational Technical Support.** The PWSA will conduct all laboratory water analyses as from time to time required by regulatory agencies for water that the PWSA supplies to the HSWA and will provide the results of such analyses to the HSWA within twenty-four (24) hours after completion of same. Any additional testing will be performed at the rates established by the PWSA. The HSWA will be solely responsible for all sample collection and delivery to the PWSA's laboratory for any laboratory water analyses to be performed.

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

11. **Termination for Change of Municipal Authority/Public Entity Status.** In the event that either the HSWA or the PWSA cease to be municipal authorities under Pennsylvania law or in the event that the control/governance of either HSWA or the PWSA is in whole or in part taken-over by any for-profit, public-private partnership or otherwise non-fully public entity/governance, this agreement shall be null and void within thirty (30) days of the event that cause either entity to be under any form of partial or complete non-public ownership or leadership.

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

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

14. **Authorizing Resolutions.** This agreement is entered into by the PWSA pursuant to Agenda Item No. 161 of 2018, adopted at a meeting of its Board held on December 14, 2018, and by the HSWA pursuant to an unanimous motion adopted by its Board of Directors on November 26, 2018.

[signatures follow on page 9]

---

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

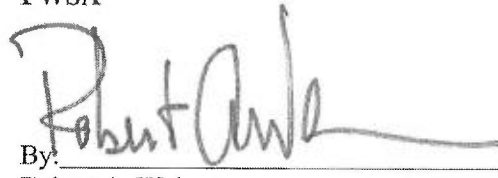
**[signatures follow on page 9]**

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

WITNESS:

Handwritten signature of Laura Wilson in cursive script.

PWSA

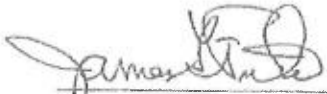
Handwritten signature of Robert A. Weimar in cursive script.

By: \_\_\_\_\_  
Robert A. Weimar,  
Executive Director

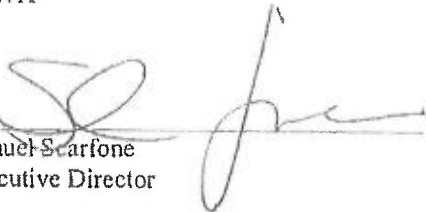
APPROVED AS TO FORM:

Handwritten signature of Shannon F. Backley in cursive script.  
Legal Counsel for PWSA

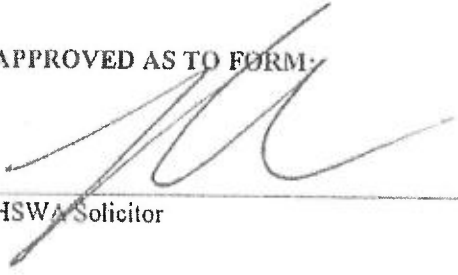
WITNESS:

  
Name: James L. Fisher.  
Title: Treasurer

HSWA

By:   
Samuel Scarfone  
Executive Director

APPROVED AS TO FORM:

  
HSWA Solicitor



## AGENDA ITEM REPORT

**AGENDA ITEM #:** 161

**DATE:** December 14, 2018

**TO:** PWSA Board of Directors

**SUBJECT:** Approving entering into an agreement with the Hampton-Shaler Water Authority "HSA" to provide them with an emergency supply of water on an as-needed basis

### STATEMENT OF THE ISSUE:

The HSWA requires a supply of water in the event of emergencies that may impact their water system. There is a need to modify the existing contract to add a 3<sup>rd</sup> interconnection (with the Sharpsburg system that was acquired by HSWA) and to require payment for PA PUC required meter maintenance and related testing.

### RECOMMENDED ACTION:

To approve entering into an agreement with the Hampton-Shaler Water Authority "HSA" to provide them with an emergency supply of water on an as-needed basis.

### ALTERNATIVES:

To not enter into an agreement with the HSWA for providing them with an emergency supply of water on an as-needed basis.

**MBE/WBE/VBE/SDVBE STATUS:** Not Applicable

### FINANCIAL IMPACT OF RECOMMENDATION:

The PWSA will be compensated for any water provided to the HSWA. The HSWA will no longer pay monthly minimum charges, since they will only utilize the water in the event of an emergency. A third interconnect, which was previously part of the Sharpsburg system, which has been acquired by the HSWA, is being added to this agreement. This newly added interconnect may produce additional revenue from the sale of an emergency supply of water into the Sharpsburg system. There is a new provision which requires that the HSWA assume all costs associated with in-line testing (which is required by the PUC) and the actual costs associated with the meters. The PWSA will now be able to invoice the HSWA, on a time and materials basis, for maintenance, replacement and testing of meters. This agreement allows the PWSA to annually increase the water rates payable by the HSWA to the average percentage increase approved by PWSA's Board for other similar municipal/municipal authority customers.



FOR MORE INFORMATION:

Staff contact: Shannon Barkley

Phone: X8025

E-mail: SBarkley@pgh2o.com

LEGAL REVIEW

                      
DATE

ACCEPTED BY EXECUTIVE DIRECTOR

A handwritten signature in black ink, appearing to read 'Robert A. Weimar', written over a horizontal line.

ROBERT A. WEIMAR

12.4.18

DATE

MEMORANDUM OF UNDERSTANDING

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

BY AND BETWEEN

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

A  
N  
D

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

WITNESSETH:

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

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



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

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

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

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

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

ATTEST:

*Cassidy*  
Secretary

(SEAL)

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

BY *Joseph Breston*  
Chairman

APPROVED AS TO FORM:

*[Signature]*  
Authority Solicitor

ATTEST:

*Robert J. Sestani*  
Secretary

(SEAL)

THE FOX CHAPEL AUTHORITY

BY *[Signature]*  
PRESIDENT

APPROVED AS TO FORM

*Timothy McLevin*  
Fox Chapel Solicitor



FOX CHAPEL  
A U T H O R I T Y

November 20, 1996

Mr. Gregory F. Tutsock, Acting Executive Director  
The Pittsburgh Water & Sewer Authority  
441 Smithfield Street  
Pittsburgh, PA 15222

RE: Memorandum of Understanding Water Sales Agreement

Dear Mr. Tutsock:

As per your letter of November 13th I've taken the liberty of restating the five points with minor modifications.

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

Sincerely,

Mark E. Nicely, PE  
Manager

255 Alpha Drive • Pittsburgh, PA 15238-2944

412-963-0212 • FAX 412-967-0640

## THE PITTSBURGH WATER AND SEWER AUTHORITY

---

Gregory F. Tutsock  
Acting Executive Director

441 Smithfield Street  
Pittsburgh, PA 15222  
412 255-8949  
FAX: 412 255-2304

November 13, 1996

Mr. Mark Nicely, P.E.  
Manager  
Fox Chapel Authority  
255 Alpha Drive  
Pittsburgh, PA 15238

Dear Mr. Nicely:

As followup to our meeting of November 7, 1996 regarding provision of water to the Fox Chapel Authority, I have had the opportunity to meet and discuss this with the Pittsburgh Water and Sewer Authority Solicitor. In order for her to make an informed decision regarding a Memorandum of Understanding or an Addendum to our existing Agreement, I need to confirm the points we had discussed at the meeting.

- Fox Chapel Authority projects that the peak demand through the year 2020 will not exceed 5.5 million gallons per day with an average consumption of 2.2 to 3 million gallons per day.
- The Pittsburgh Water and Sewer Authority will construct the necessary infrastructure to supply the average daily demand and a peak demand of 5.5 million gallons per day.
- The Fox Chapel Authority agrees that, when necessary, the current connection between the Pittsburgh Water and Sewer Authority's 60-inch line and the Fox Chapel Authority Treatment Plant will be utilized to meet the demands of the Fox Chapel water system.
- The Pittsburgh Water and Sewer Authority agrees to compensate Fox Chapel for the electrical consumption used during the time their plant is in pumping operations.
- Both Pittsburgh Water and Sewer Authority and Fox Chapel Authority recognize the fact that the current infrastructure cannot accommodate flows greater than 5.5 million gallons per day. If such time arises that the Fox Chapel Authority predicts a need greater than 5.5 million gallons per day, it is agreed that ample time will be given to allow development and installation of a cost effective infrastructure capable of supplying 10 million gallons per day.

Mr. Mark Nicely, P.E.

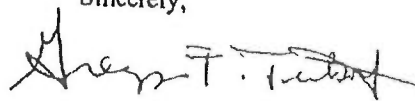
- 2 -

November 13, 1996

Please review the points that I have listed and let me know in writing if you are in agreement or if you desire any changes or modifications. Once I have received your response, I will again meet with our Solicitor and review what is needed in order to effectuate some sort of Agreement or Memorandum of Understanding.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gregory F. Tutsock", with a stylized flourish at the end.

Gregory F. Tutsock  
Acting Executive Director

GFT:AGH

WATER SALES AGREEMENT

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

BY AND BETWEEN

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

A  
N  
D

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

ATTEST:

Cliff Whaley, CA  
Secretary

(SEAL)

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

BY [Signature]  
Chairman

APPROVED AS TO FORM:

[Signature]  
Authority Solicitor

ATTEST:

[Signature]  
(Secretary)

(SEAL)

THE FOX CHAPEL AUTHORITY

BY [Signature]  
VICE-PRESIDENT

APPROVED AS TO FORM

[Signature]  
Fox Chapel Solicitor

## ATTACHMENT "B"

Resolution No. 86 of 1995

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

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

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

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

WATER SALES AGREEMENT

Made this 24th day of September, 1986, by and between The Pittsburgh Water and Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority") and Western Pennsylvania Water Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "WPW")

WITNESSETH:

WHEREAS, WPW is a public utility providing water service to the public in portions of Western Pennsylvania; and

WHEREAS, Authority is a municipal authority providing water service to the public in the Pittsburgh area; and

WHEREAS, WPW requires an additional supply of water to be used for resale to customers in its chartered and certificated territory; and

WHEREAS, Authority is willing to provide WPW with an additional supply of water for such use; and

WHEREAS, WPW intends to construct a water main of sufficient size from an Authority thirty (30) inch water main at a location mutually agreeable to the parties, and

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

NOW, THEREFORE, in consideration of these presents and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound by the terms hereof, covenant and agree as follows:

1. WATER SUPPLY: Authority shall provide at least four (4) million gallons per day (m.g.d.). Quantities of water up to twelve (12) million gallons per day will be available unless the Authority reasonably determines that flow in excess of four (4) million gallons per day will be detrimental to its own customers. It is the intent of both parties that supply up to twelve (12) million gallons per day will not unreasonably be denied. Authority's obligation to provide water

under this Agreement shall be subject to its primary duty to provide water to customers within its own service area. In the event of an emergency or breakdown in WPW's water system, Authority will furnish water to WPW at the quantity and pressure that may be available from time to time in Authority's system; provided that Authority may restrict the flow of such water if, in its opinion, the flow is detrimental to its own customers. Authority shall have the right to interrupt the service at any time if continuation of the service through the full term of the Agreement would make it impossible for Authority to discharge its primary duty to provide water to customers in its own service area, or if Authority should for any reason be unable to provide potable water. Authority shall use its best efforts to resume service upon correction of the problem requiring interruption.

2. DEMAND REGULATION: WPW shall draw the quantities of water provided under this Agreement at varying rates during the day not to exceed a rate of twelve (12) million gallons per day.

3. WATER QUALITY: Authority agrees to provide potable water meeting federal, state and local drinking water standards and regulations.

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

5. WATER RATES: WPW shall pay Authority for all water consumed by WPW at rates as adopted by resolution of the Board of Directors of the Authority from time to time. Authority's rates shall be reasonable, uniform, and non-discriminatory except to the extent allowed by applicable law. The wholesale for resale customer classification at a daily consumption level of 3,000,001 gallons shall be maintained; however, this shall not prevent Authority from establishing consumption levels in addition to those presently established for this classification. Authority shall notify WPW at least sixty (60) days in advance of the amount of a proposed rate

Increase. The minimum daily billing by Authority will be for four (4) m.g.d. Said minimum billing shall commence when WPW begins to take water pursuant to this Agreement or 18 months after the effective date of this Agreement, whichever occurs first, subject to such extensions as may be mutually agreed upon by the parties, or caused by "force majeure". For purposes of this Agreement, "force majeure" shall mean delays caused by Acts of God, war, riot, fire, explosion, accident, flood, sabotage, governmental laws, regulations and other orders. In the event of any "force majeure" delay, the time for minimum billing to commence shall be extended to cover the delay but shall not exceed twenty-four (24) months from the effective date of this Agreement. The minimum daily billing will be adjusted if service is curtailed or interrupted by Authority to an extent which would make it impossible for the Authority to provide four (4) m.g.d. for WPW. Authority shall render bills on a monthly basis based upon actual meter readings, it being understood and agreed that such bills shall in no event be less than the minimum daily billing set forth herein, and shall be paid by WPW within thirty (30) days of receipt.

6. TERM OF AGREEMENT: The initial term of this Agreement shall be ten (10) years commencing from the date hereof. No later than five (5) years prior to the expiration date of said term, the Authority may give written notice to WPW that it intends to cancel this Agreement at the end of the current term. No later than one (1) year prior to the expiration of said term WPW may give written notice to the Authority that it intends to cancel this Agreement at the end of the



current term. If such notice of intention to cancel is not given by either party to the other within such time periods, this Agreement shall be automatically renewed for an additional term of five (5) years and thereafter for additional five (5) years terms until timely notice of cancellation shall be given by either party to the other no later than four (4) years prior to the expiration date of any extended term.

7. FACILITIES: Authority shall install a meter pit, meter and necessary piping at its own expense and certify the accuracy of the meter to WPW annually. Authority shall also provide the connection to its existing system for WPW to take water from the Authority's system.

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

9. NOTICES: All notices required or authorized to be given by each of the parties to the other shall be given in writing and mailed in the ordinary course of business by U.S. Mail, addressed to WPW at 410 Cooke Lane, Pittsburgh, Pennsylvania 15234 and to Authority at 519 City-County Building, Pittsburgh, Pennsylvania 15219.

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

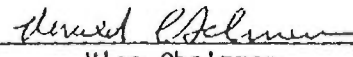
11. AUTHORIZING RESOLUTION: This Agreement is entered into by Authority pursuant to Resolution No. 9, adopted at a meeting of its Board held on February 18, 1986, and by WPW pursuant to Resolution duly adopted by the Board of Directors at a meeting held July 10, 1986.

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

ATTEST:

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

  
Secretary

BY   
Vice Chairman

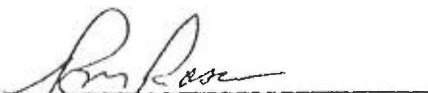
(SEAL)

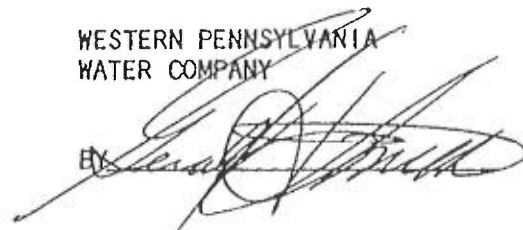
APPROVED AS TO FORM:

  
Authority Solicitor

ATTEST:

WESTERN PENNSYLVANIA  
WATER COMPANY



BY 

(SEAL)

MD Klein

RESOLUTION NO. 9 OF 1986

Providing for Water Sales Agreement  
With Western Pennsylvania Water Company

RESOLVED, that the proper officers of The Pittsburgh Water and Sewer Authority, on behalf of said Authority, are hereby authorized and directed to enter into a Water Sales Agreement with Western Pennsylvania Water Company for a term of ten (10) years under which the Authority shall provide to the company at least four million gallons per day of water, at rates as adopted by the Authority from time to time, said Agreement to be in form approved by the Authority Solicitor.

COPY

AGREEMENT  
Between  
CITY OF PITTSBURGH  
and  
ROSS TOWNSHIP AUTHORITY

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

AND

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

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

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

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

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

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

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

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

ATTEST:

James J. Ballman  
Secretary to Mayor

CITY OF PITTSBURGH

By David L. Lawrence  
Mayor

Paul Jennings  
Director Department of Public Works

James S. Doolan  
Director Department of Public Works

ATTEST:

W. H. Lallen  
Secretary

ROSS TOWNSHIP AUTHORITY

By David L. Lawrence  
Chairman

APPROVED AS TO FORM:

Wm. A. Dyer  
City Solicitor

COUNTERSIGNED:

Edward R. Lutz  
City Controller



*agor*  
*J.D.*

A G R E E M E N T

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

A

N

D

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

1. The City will supply and sell water from its distribution mains to the Borough as needed, subject to the conditions and requirements hereinafter set forth.

2. Water shall be supplied to the Borough through an existing water line connection in Freeport Road, Borough of Blawnox and measured through an existing 4" water meter installed at this location. Provided, however, that the City shall have the right to refuse to furnish water or to discontinue to furnish water by reason of unusual or emergency demands of any kind upon the City's water system.

3. An alternative source of supply for water is available through an 8" water main at Fairview Street and Paper Craft Avenue in O'Hara Township. Should this alternative source be utilized it would be required that authorization be given by an amendment to Resolution No. 616 of 1981 and that the Borough have installed a water meter in a vault at a point as close as possible to the service connection at the City main water line.

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

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

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

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



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

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

ATTEST:

CITY OF PITTSBURGH

Richard A. Talone  
 SECRETARY TO THE MAYOR  
 ASSISTANT

BY Richard A. Caligiuri  
 MAYOR

WITNESS:

John L. Chappetta  
 SUPERINTENDENT ADMINISTRATION  
 DIVISION

BY Richard A. Caligiuri  
 DIRECTOR, DEPARTMENT OF WATER

ATTEST:

THE BOROUGH OF BLAWNOX

John A. Utter  
 SECRETARY (SEAL)

BY William B. W. Wolf

EXAMINED BY Ronald A. Zendeck  
 ASSISTANT CITY SOLICITOR

APPROVED AS TO FORM [Signature]  
 CITY SOLICITOR



COUNTERSIGNED [Signature]  
 CITY CONTROLLER 25709

Michael Boyle  
 Auditor to the Controller  
 City of Pittsburgh

APPROVED AS TO FORM:  
[Signature]  
 BOROUGH SOLICITOR

7.16.82  
 (DATE)

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

ATTEST:

CITY OF PITTSBURGH

Richard A. Talone  
 SECRETARY TO THE MAYOR  
 ASSISTANT

BY Richard S. Caligiuri  
 MAYOR

WITNESS:

John Schiappetta  
 SUPERINTENDENT ADMINISTRATION  
 DIVISION

BY Richard A. Rosentritt  
 DIRECTOR, DEPARTMENT OF WATER

ATTEST:

THE BOROUGH OF BLAWNOX

Julia A. Utter  
 SECRETARY (SEAL)

BY William B. Wolf

EXAMINED BY Ronald A. Fendler  
 ASSISTANT CITY SOLICITOR

APPROVED AS TO FORM [Signature]  
 CITY SOLICITOR



COUNTERSIGNED [Signature]  
 CITY CONTROLLER 25709

[Signature]  
 Solicitor to the City of Pittsburgh

APPROVED AS TO FORM:

[Signature]  
 BOROUGH SOLICITOR

7 11 82  
 (DATE)

CITY OF PITTSBURGH  
DEPARTMENT OF WATER

CITY-COUNTY BUILDING - PITTSBURGH, PA 15219

## TRANSMITTAL MEMO

TO: Mr. Larry A. Seiler

DATE: May 27, 1982

SENATE ENGINEERING COMPANY

REF.: PAPER CRAFT BOULEVARD

Consulting Engineers

WATERLINE EXTENSION

1406 Pittsburgh Street

BLAWNOX BOROUGH

Gentlemen: Cheswick, PA 15024

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

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

This material is sent:

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

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

DEPARTMENT OF WATER

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

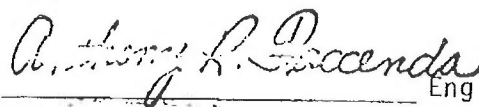
J. Stahoviak  
A. Faccenda  
J. Pava

By: 

D I R E C T O R

1r

Submitted by:



Eng. Div. Supvr.

Approved by:

Asst. Dir-Eng.

SHEET 8 of 3

DUQUESNE LIGHT  
4" steel conduit (OVER)

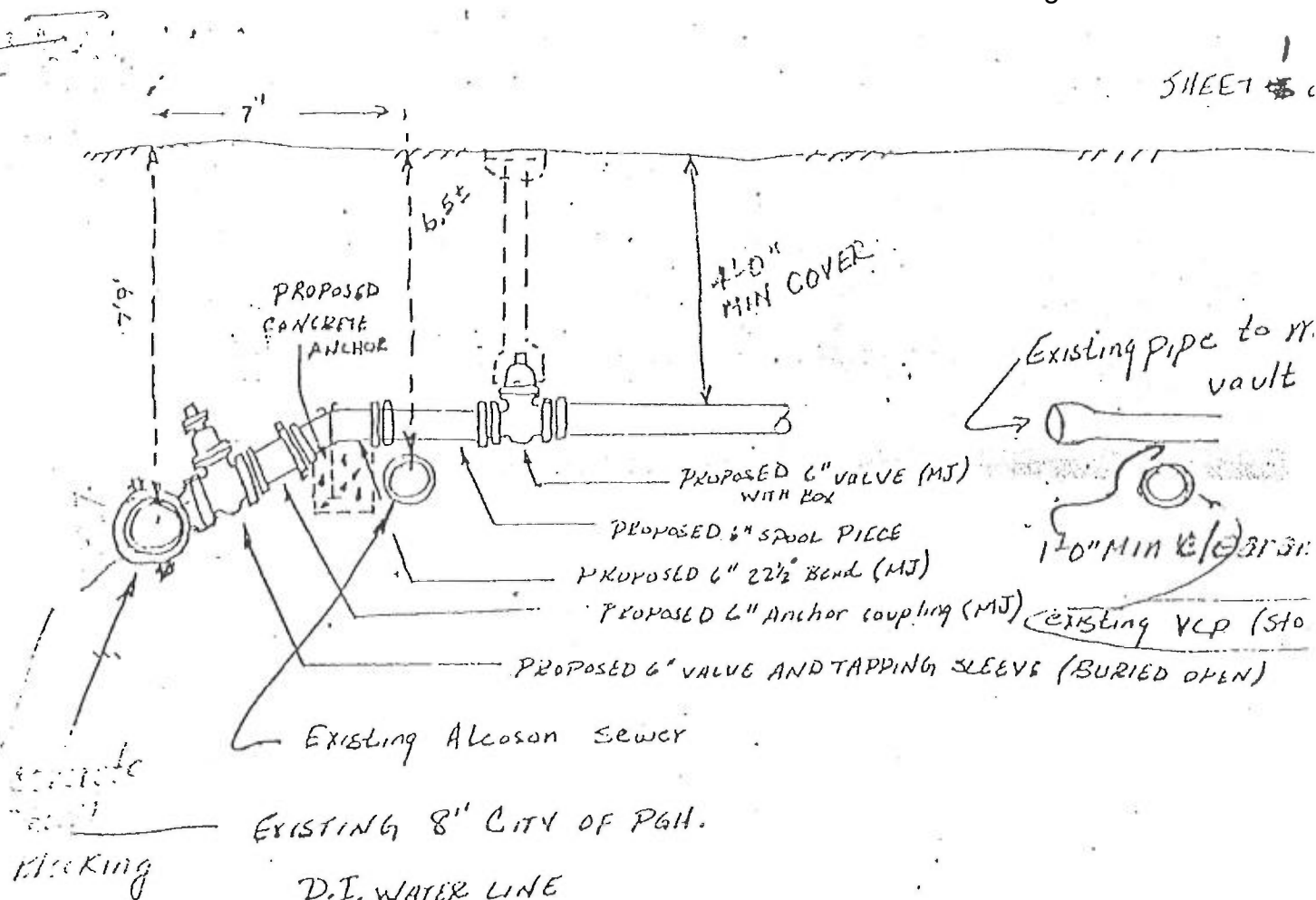
cut casing  
as needed

ALCOGAN  
SEWER  
(under)

Alley. Co. 30" concrete storm sewer

<b>City of Pittsburgh</b>	
DEPARTMENT OF WATER	
<b>APPROVED</b>	
Insp. Div. Supv.	Date
<i>A. R. Passmore</i>	5-27-82
Eng. Div. Supv.	Date
<i>H. A. Stahensch</i>	5-12-82
Supt. Dist. Div.	Date
<i>Samuel W. Johnson</i>	5-28-82
Asst. Dir.-Eng.	Date
Asst. Dir.-Oper.	Date
<i>R. L. Johnson</i>	5-28-82
Director	Date

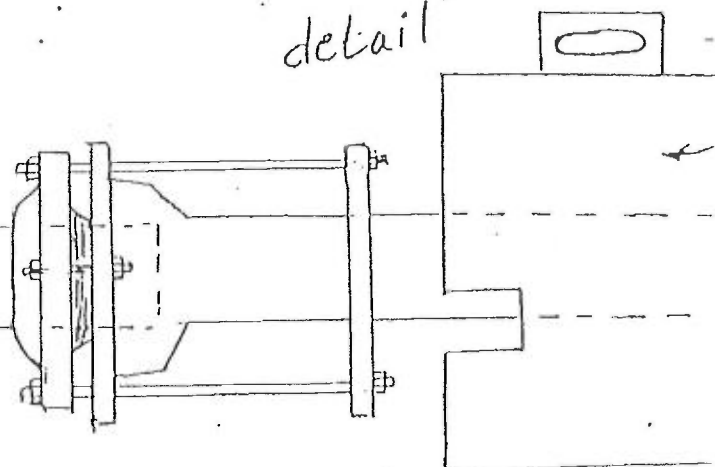
SHEET 1



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

<b>City of Pittsburgh</b>	
DEPARTMENT OF WATER	
<b>- APPROVED</b>	
Insp. Div. Supv.	Date
<i>W. R. Giaccone</i>	5-27-82
Eng. Div. Supv.	Date
<i>A. Stalworth</i>	5-27-82
Supl. Dist. Div.	Date
<i>W. R. Dallas</i>	5-28-82
Asst. Dir.-Eng.	Date
Asst. Dir.-Oper.	Date
<i>W. R. Dallas</i>	5-28-82
Director	Date

Existing casing detail



COPY

AGREEMENTMADE August 3, 1979,

between

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

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

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

1. The MUNICIPAL AUTHORITY shall, at its sole expense, install and maintain a 12" water line and appurtenances, together with a 12" gate valve connected to the CITY's 12" water main at West Carson Street near Stanhope Street, 20th Ward, and a meter located at the MUNICIPAL AUTHORITY's pump station building all as shown on the approved drawings number 1-13-2-50-1 & 2.

2. For all the water supplied hereunder by the CITY to the MUNICIPAL AUTHORITY, the MUNICIPAL AUTHORITY shall pay the CITY the meter service charge as established by the applicable Pennsylvania Public Utility Commission Tariff. The MUNICIPAL AUTHORITY shall pay for any water loss due to any cause whatsoever which may occur between the said water connection on West Carson Street and the meter location in the said pump station building which loss shall be determined by engineering calculations.

3. The maintenance of all connections and the meter located in the said pump station building by the MUNICIPAL AUTHORITY shall be subject to inspection and approval at all times by the Director of the Department of Water or his selected representatives.

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

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

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

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

IN WITNESS WHEREOF, the parties have duly executed this



Agreement the day and year first above written.

ATTEST: CITY OF PITTSBURGH

Richard A. Valacich By: Richard S. Caligan  
Secretary to the Mayor Mayor

WITNESS:

J. H. Chappetta By: John C. Miller  
Superintendent, Public Div. Director, Department of Water

ATTEST: THE MUNICIPAL AUTHORITY OF THE  
BOROUGH OF WEST VIEW

J. E. Setler By: Wm. B. Bunderly  
Secretary (Seal) City Controller

EXAMINED BY: Wm. B. Bunderly  
Assistant City Solicitor

APPROVED AS TO FORM: Wm. B. Bunderly  
City Solicitor

COUNTERSIGNED: John E. McGrady  
City Controller

APPROVED AS TO FORM: Frank E. Burt July 18 1979  
AUTHORITY SOLICITOR DATE



Approved as to form  
Solicitor to the Controller  
City of Pittsburgh

24000 memo